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 19, 2013
Closed Session – 6:00 p.m.
Regular Session – 7:00 p.m.

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
   Agency designated representatives: Glen De Graw, Richard Fagan,
   Steven M. Ladd, Karen Rezendes
   Employee Organization: All Elk Grove Unified School District
   Bargaining Units
2. Conference with Legal Counsel – Anticipated Litigation, Significant
   Exposure to Litigation Pursuant to Subdivision (b) of Section 54956.9
   of the Education Code: 1 Potential Case

REGULAR MEETING - 7:00 p.m.

I. Pledge of Allegiance
   5 Minutes

II. Presentations/Recognitions

3. High School Student Representative Reports – Monterey Trail
   and Sheldon High Schools
   10 Minutes
4. Academic Decathlon Student and Teacher Recognition
   10 Minutes
5. Recognition of Candidates for United States Presidential
   Scholars Program
   5 Minutes

III. Student Expulsion Recommendations

6. Request for Student Expulsions
   5 Minutes
AGENDA
ELK GROVE UNIFIED SCHOOL DISTRICT
Regular Meeting of the Board of Education
March 19, 2013

Item Time – Approximate

IV. Budget Update/Second Interim Financial Report

7. Budget Update 10 Minutes

V. Bargaining Units

VI. Reports

9. Career Tech Report 15 Minutes

VII. Board Member Reports

VIII. Public Comment

IX. Public Hearing/Action Item

10. Presentation of the California School Employees Association (CSF) 2013 Negotiations Proposals to the Elk Grove Unified School District and Public Hearing 5 Minutes
11. Presentation of American Federation of Stat5e, County and Municipal Employees (AFSCME) 2013 Negotiations Proposals to the Elk Grove Unified School District and Public Hearing 5 Minutes

X. Discussion Items

XI. Action Items

12. Public Schools Month – April 2013 5 Minutes
13. Resolution Regarding National Hmong Conference 5 Minutes

XII. Consent Agenda – Action

14. Approval of Minutes
15. Personnel Actions
16. Certification of Administrator’s Competence to Evaluate
17. Resolution Regarding Board Member Absences
18. Approval of Purchase Order History
19. Approval of Warrant Register
20. Approval of Budget Transfers
21. Acceptance of Gifts
22. Textbooks/Instructional Materials Approval
23. Approval to Purchase Copier Toner as Required Cooperatively Through the County of Sonoma
AGENDA
ELK GROVE UNIFIED SCHOOL DISTRICT
Regular Meeting of the Board of Education
March 19, 2013

Item Time – Approximate

XII. Consent Agenda – Action (Continued)

24. Out-of-State Field Trip Approval
25. California Montessori Charter School Annual Facilities Agreement

XIII. Other Action Items

26. Discussion and Action on Items Removed From Consent Agenda 5 Minutes

XIV. Information Items

27. Other Items from the Floor 5 Minutes
28. Items for Future Agendas 5 Minutes

XV. Adjournment

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

DOCUMENT AVAILABILITY
Documents provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in District office located at 9510 Elk Grove-Florin Road, Elk Grove, CA during normal business hours.
Action Requested:
The Board of Education is asked to recognize students and coaches who earned recognition at the 33rd Annual Sacramento County Academic Decathlon competition.

Discussion:
The 33rd Annual Sacramento County Academic Decathlon competition was held on February 2, 2013, at Inderkum High School. Teams from twenty-one local high schools competed in this all-day event. Each high school’s Academic Decathlon team is comprised of nine students—three with "A" grade averages, three with "B" averages and three with "C" averages, who compete against teams with the same grade average. Coached by local high school teachers, Academic "Decathletes" not only grow in academic achievement, they also learn about teamwork, goal-setting, planning and leadership.

The theme of this year’s Academic Decathlon was "Russia." Students competed for awards in 10 demanding academic categories: art, economics, essay, interview, language/literature, mathematics, music, science, social science, and speech. Students were able to earn gold, silver, or bronze medals based on their individual and team scores.

EGUSD schools’ team results are as follows:
- Elk Grove High School – 17th Place
- Laguna Creek High School – 11th Place
- Franklin High School – 10th Place
- Monterey Trail High School – 7th Place
- Sheldon High School – 6th Place
- Pleasant Grove High School – 3rd Place

The Board is asked to recognize and commend the following students who received medals and/or team leadership awards. Team coaches are to be recognized as well.

Elk Grove High School
Coaches: Anne Webster, Elizabeth Loveridge, and Trina Lee

<table>
<thead>
<tr>
<th>17th Place Overall</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Name] [Name]</td>
</tr>
<tr>
<td>[Name] [Name]</td>
</tr>
</tbody>
</table>

148.0213.0266
### Laguna Creek High School

**Coaches:** Julia Christian and Justin Sousa  

**11th Place Overall**

<table>
<thead>
<tr>
<th>Award/Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Top-Scoring Team Member</td>
</tr>
<tr>
<td>Team Leadership Award</td>
</tr>
<tr>
<td>Silver Medal: Super Quiz</td>
</tr>
<tr>
<td>Bronze Medal: Super Quiz</td>
</tr>
</tbody>
</table>

**Other Team Members:**

### Franklin High School

**Coach:** Matt Wiest  

**10th Place Overall**

<table>
<thead>
<tr>
<th>Award/Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Super Decathlete Award (3rd year)</td>
</tr>
<tr>
<td>Top-Scoring Team Member</td>
</tr>
<tr>
<td>Team Leadership Award</td>
</tr>
<tr>
<td>Gold Medal: Music, Science, Social Science, Language Arts, and Super Quiz</td>
</tr>
<tr>
<td>Silver Medal: Math and Art</td>
</tr>
<tr>
<td>Bronze: Essay</td>
</tr>
</tbody>
</table>

**Other Team Members:**

### Monterey Trail High School

**Coach:** Kevin Williams  

**7th Place Overall**

<table>
<thead>
<tr>
<th>Award/Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Top-Scoring Team Member</td>
</tr>
<tr>
<td>Team Leadership Award</td>
</tr>
<tr>
<td>1st Place: Art</td>
</tr>
<tr>
<td>2nd Place: Music</td>
</tr>
<tr>
<td>3rd Place: Super Quiz</td>
</tr>
<tr>
<td>2nd Place: Super Quiz</td>
</tr>
<tr>
<td>Highest Alternate Score in County</td>
</tr>
</tbody>
</table>

**Other Team Members:**
### Sheldon High School

**Coach:** Richard Mower

**6th Place Overall**

<table>
<thead>
<tr>
<th>Award</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Top-Score Team Member</td>
<td></td>
</tr>
<tr>
<td>Team Leadership Award</td>
<td></td>
</tr>
<tr>
<td>Gold Medal: Art</td>
<td></td>
</tr>
<tr>
<td>Bronze Medal: Speech and Math</td>
<td></td>
</tr>
<tr>
<td>Bronze Medal: Literature</td>
<td></td>
</tr>
</tbody>
</table>

**Other Team Members:**

### Pleasant Grove High School

**Coach:** [Redacted]

**3rd Place Overall; Most Improved School**

<table>
<thead>
<tr>
<th>Award</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Top-Score Team Member</td>
<td></td>
</tr>
<tr>
<td>Team Leadership Award</td>
<td>3rd Place: Economics and Math</td>
</tr>
<tr>
<td>3rd Place: Economics</td>
<td></td>
</tr>
<tr>
<td>2nd Place: Economics; 3rd Place: Social Science</td>
<td></td>
</tr>
<tr>
<td>3rd Place: Speech; 2nd Place: Interview and Language and Literature</td>
<td></td>
</tr>
<tr>
<td>Overall Highest Scoring Decathlete</td>
<td>1st Place: Math, Language and Literature, Social Science, and Super Quiz</td>
</tr>
<tr>
<td></td>
<td>2nd Place: Economics</td>
</tr>
<tr>
<td></td>
<td>3rd Place: Music</td>
</tr>
</tbody>
</table>

**Other Team Members:**

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**Prepared By:** Charlotte Phinizy  
**Division Approval:** Carolina Fenna  
**Prepared By:**  
**Superintendent Approval:** Steven M. Ladd, Ed.D.
Subject: Recognition of Candidates for United States Presidential Scholars Program

Division: Secondary Education

Meeting Date: March 19, 2013

Agenda Item No: 5

Supplement No.

Board Agenda Item

Action Requested:

The Board is asked to recognize three EGUSD students for being selected as candidates for the United States Presidential Scholars Program.

Discussion:

The Board is asked to recognize three EGUSD students, [Redacted Name], [Redacted Name], and [Redacted Name], who have been selected as candidates for the United States Presidential Scholars Program.

The Presidential Scholars Program was established in 1964 by President Lyndon B. Johnson to recognize and honor our nation's most academically distinguished graduating seniors. In 1979, the program was expanded to recognize students who demonstrate exceptional scholarship and talent in the visual and performing arts. Up to 141 students are chosen annually from among the nation's outstanding graduating seniors to become U.S. Presidential Scholars, one of the nation's highest honors for high school students.

Students have the opportunity to become Presidential Scholars based on two paths of accomplishment. The majority of the candidates are identified for the academic component of the Presidential Scholars Program, based on having scored exceptionally well on the SAT or the ACT. Approximately twenty additional students are selected as Presidential Scholars on the basis of their academic and artistic achievement in the visual arts, the performing arts, or in creative writing.

In early April, a review committee of individuals experienced in secondary and post-secondary education will evaluate candidates on their academic achievement, personal characteristics, leadership, service activities, and the quality and content of their application essay. Approximately 500 candidates will be named as semifinalists. The White House Commission on Presidential Scholars will then select up to 121 Academic Scholars and up to 20 Arts Scholars. The Presidential Scholars will be announced in May.

In June, these Presidential Scholars will be invited to Washington, DC to participate in National Recognition Week, which includes activities and events and culminates with the presentation of the Presidential Scholar's medallion to students during a ceremony sponsored by the White House.

Financial Summary:

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

Department: Budget

Action Requested:
The Board is asked to receive a budget update report.

Discussion:
The attached report outlines the current status of the 2012-13 and proposed 2013-14 State Budget.

Attachment to Follow

Financial Summary:

Prepared By: Shannon Stenrook
Division Approval: Rich Fagan
Prepared By: Superintendent Approval: Steven M. Ladd, Ed.D.
Subject: Approval of 2012-13 Second Interim Financial Report

Department: Budget

Action Requested:
The Board is asked to approve the 2012-13 First Interim Financial report.

Discussion:

Request for approval is in accordance with Education Code 33129, 42130 and 42131, which state the 2012-13 Second Interim Financial Report must be approved by the governing board and submitted to the Sacramento County Office of Education no later than March 15, 2013.

The state SACS reporting forms are attached.

Attachment to follow.

Financial Summary:

Prepared By: Shannon Stenros Division Approval: Rich Fagan

Prepared By: Superintendent Approval: Steven M. Ladd, Ed.D.
Subject: EGUSD Career Technical Education Programs

Division: Secondary Education

Meeting Date: March 19, 2013

Action Requested:
The Board is asked to receive a report regarding the district’s Career Technical Education program.

Discussion:
Kathy Hamilton, Director of College/Career Options, will present an overview about the Elk Grove Unified School District’s Career Technical Education program including the new Linked Learning Pilot Project, Career Academies and Pathways and Regional Occupational Programs.

Financial Summary:

N/A

Prepared By: Kathy Hamilton
Division Approval: Christiana C. Penna
Prepared By: ____________________________
Superintendent Approval: ____________________________
EGUSD CAREER TECHNICAL EDUCATION (CTE)

CTE in EGUSD

- Moving from CTE to "linked learning"
- Exposure to 13 industrial sectors through:
  - Career Partnership Academies
  - Career Pathways
  - Regional Occupational Program
- Staff and curriculum development through FordPAS and Design Thinking
- Preparation for college AND career
CTE ➔ “Linked Learning”

Linked Learning: A district-wide system to prepare students for college and career
- Project-based learning integrated with core academics and the CCSS
- College AND career preparation
- 7th-grade through post-secondary education
- Pervasive business and community involvement in design and implementation
  - Advisors, mentors, guest speakers, hosts of field trips, job shadowing and internships

Linked Learning Pilot Project

- Selected as one of 20 districts and consortia from around the state
- 4-year implementation
- Goals:
  - Serve as a model for LEAs that are starting, sustaining or retooling pathway programs
  - Incorporate new academies from emerging industry sectors
  - Sustain and grow existing academies and other career technical education (CTE) pathways
  - Enhance district-wide systems of support for existing academies and pathways and the linked learning philosophy
### 2013-14 Linked Learning Priorities*

- Development of the first of four new academies
- Increased articulation from middle school to high school
- Intensive professional development about "linked learning"
- Intensive curriculum development to align new state-adopted CTE standards with CCSS
- Enhancement of career pathway systems and supports

*Pending approval of full funding

### Industry Sectors in EGUSD

<table>
<thead>
<tr>
<th>✓ Agriculture &amp; Natural Resources</th>
<th>✓ Engineering &amp; Architecture</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓ Arts, Media &amp; Entertainment</td>
<td>✓ Health Science &amp; Medical Technology</td>
</tr>
<tr>
<td>✓ Building &amp; Construction Trades</td>
<td>✓ Hospitality, Tourism &amp; Recreation</td>
</tr>
<tr>
<td>✓ Business &amp; Finance</td>
<td>✓ Information &amp; Communication Technologies</td>
</tr>
<tr>
<td>✓ Education, Child Development &amp; Family Services</td>
<td>✓ Manufacturing &amp; Product Development</td>
</tr>
<tr>
<td>✓ Energy, Environment &amp; Utilities</td>
<td>✓ Public Services</td>
</tr>
<tr>
<td></td>
<td>✓ Transportation</td>
</tr>
</tbody>
</table>
Career Academies

- Small learning community
- Integration of core academics and CTE
- Supportive, motivational environment
- Linkage to world of work
- State funding is sought, as available
  - More than 50% of students must be "at-risk"
- District-certified against national standards

Existing Career Partnership Academies

**COHS**
- Culinary Arts
- Architectural Design & Engineering

**EGHS**
- Sustainable Agriculture & Green Education
- Technical Design

**Florin**
- Ag Tech
- Business & Technology
- Law and the World

**Franklin**
- Green Renewable Energy Engineering Network
- School of Technology, Engineering & Media

**LCHS**
- Green Energy Technology
- Manufacturing & Production Tech
- Sports Careers

**MTHS**
- Design and Technology

**PGHS**
- Digital Media Arts*
- Innovative Design & Engineering
- Public Service*

**SHS**
- Biotech

**VHS**
- HealthTECH

* Non-state-funded academy

3/7/2013
2011-12 Academy Student Outcomes

<table>
<thead>
<tr>
<th></th>
<th>Academy only</th>
<th>All HS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enrollment</td>
<td>2,837</td>
<td>19,960</td>
</tr>
<tr>
<td>Attendance</td>
<td>95.1%</td>
<td>91.9%</td>
</tr>
<tr>
<td>CAHSEE ELA</td>
<td>99.7%</td>
<td>95.4%</td>
</tr>
<tr>
<td>CAHSEE Math</td>
<td>99.8%</td>
<td>95.8%</td>
</tr>
<tr>
<td>GPA</td>
<td>2.98</td>
<td>2.61</td>
</tr>
<tr>
<td>Graduation rate</td>
<td>99.3%</td>
<td>96.2%</td>
</tr>
</tbody>
</table>

Existing Career Pathway Programs

- 10 pathway programs offered
- Sequence of CTE courses in a specific industry sector
- Electives, not integrated with academies
- May lead to articulated college credit and/or industry-recognized certificates
- Includes Air Force JROTC at VHS and Navy National Defense Cadet Corps at Florin
Existing Career Pathways

- ArtsWork – SHS
- Auto Mechanics – EGHS & Florin
- Broadcast Journalism – COHS
- Business Careers – LCHS
- Culinary – EGHS and Florin
- Engineering and Construction – SHS
- Equitas (public service) – SHS
- Visual and Performing Arts – COHS

Regional Occupational Program

- 37 courses with a total of 57 sections
- At least one course at every high school campus except Calvine and Elk Grove Charter
- 1,829 students took at least one class in 2011-12
- Up to 10% are adults
- May lead to articulated college credit and/or industry-recognized certificates
- Many are part of an academy or pathway
Ford PAS and Design Thinking

- Ford PAS (Partnership for Advanced Studies)
  - Alignment of education, business, community, post-sec.
  - West-coast hub for curriculum training
  - National Leadership Team
  - Over 100 teachers trained, integrated into academies
- Henry Ford Leadership Institute
  - Design Thinking and Foundations of Innovation
  - Instructional strategies to develop students’ creativity
  - Summer camp, integration into regular instruction

Linked Learning’s Relationship to College and Careers

- A-G Completion
  - All academy core academic courses
  - 14 academy CTE courses are A-G approved
- Link to CCSS
  - 21st-century skills in rigorous, real-world applications
  - Embedded in new CTE standards
- Articulations and dual credit
  - 25 courses with 44 sections are articulated to 6 colleges
  - 11 new course articulations are in process
  - 3 dual enrollment courses
Connection to College and Career

- Industry-recognized certificates
  - NCCT
  - NCCET
  - Red Cross
  - CA Dept. of Public Health
  - ProStart
  - ServSafe
  - CompTIA
  - Microsoft Office Specialist

- Work-based learning experiences
- Over 200 business partnerships in support of academies and ROP programs

Next Steps

- Linked Learning roll-out
  - Formation of Design and Implementation Team, March 21
  - Business/Community Advisory, March 25
  - Development of 4-year action plan, June 30
  - Determination of state funding for Linked Learning, July
  - Project Year 1 (2013-14) implementation
Subject: 

Presentation of the California School Employees Association (CSEA) 2013 Negotiations Proposals to the Elk Grove Unified School District and Public Hearing.

Action Requested:

The Board is asked to conduct a Public Hearing to present the California School Employees Association (CSEA) 2013 Negotiations Proposals to the Elk Grove Unified School District. The Board President should announce and open a public hearing with a request for anyone who wishes to speak to the proposal to please step forward. After listening to any speakers, announce the hearing is closed. After closing the public hearing, the Board is asked to take action, to accept the employee association collective bargaining proposals.

Discussion:

A copy of the proposal is attached.

Financial Summary:

Prepared By: ___________________________ Division Approval: _____________ Glen De Graw

Prepared By: ___________________________ Superintendent Approval: __________ Steven M. Ladd, Ed.D.
California School Employees Association
Bargaining Reopeners for 3-5-13

Compensation/Working Condition Issues
- Salary compensation
- Benefit compensation
- Clarify and/or modify use of sick and FMLA
- Clarify and/or modify supplemental assignment beyond permanent member work hours

Decision Making
- Redefine the decision-making authority and scope for District/Bargaining Unit on committee(s)
- Redefine the decision-making authority and scope for site administration, leadership, staff.
- Professional development and In-service selection and hours

Develop contract language
- Evaluations
- Contracting out

Working Conditions
- Modifications to calendar
- Class size limits and/or staffing in SPED day classes

*Bargaining reopeners were presented by CSEA to the District during negotiations on March 5, 2013.*
Subject: Presentation of the American Federation of State, County and Municipal Employees (AFSCME) 2013 Negotiations Proposals to the Elk Grove Unified School District and Public Hearing.

Department: Human Resources

Action Requested:
The Board is asked to conduct a Public Hearing to present the American Federation of State, County and Municipal Employees (AFSCME) 2013 Negotiations Proposals to the Elk Grove Unified School District. The Board President should announce and open a public hearing with a request for anyone who wishes to speak to the proposal to please step forward. After listening to any speakers, announce the hearing is closed. After closing the public hearing, the Board is asked to take action, to accept the employee association collective bargaining proposals.

Discussion:
A copy of the proposal is attached.

Financial Summary:

Prepared By: ___________________________ Division Approval: ___________________________ Glen De Graw
Prepared By: ___________________________ Superintendent Approval: ___________________________ Steven M. Ladd, Ed.D.
Initial Proposals for a Successor Collective Bargaining Agreement
28 February 2013

In accordance with the EERA and relevant PERB regulations, the American Federation of State, County and Municipal Employees (AFSCME) announces its intent to begin negotiations for a successor collective bargaining agreement, and offers the following initial proposals for a new agreement. In keeping with its commitment to work toward mutually agreeable solutions in an interest-based arena, our proposals are expressed as interests rather than pre-determined demands or language. AFSCME’s interests are as follows:

Compensation Interests
- Improving employee compensation
- Increasing pay while on military leave
- Extending salary ranges and education increments
- Recapturing the lottery stipend
- Reducing the employee share of health plan premium costs
- Improving shift differential pay and procedures
- Increasing pay for work on holidays, weekends, days off
- Improving out-of-class pay and rules
- Providing pay for required renewal of certificates, permits and licenses
- Improving pay and clarifying rules while on medical/IA leave

Time and Hours Interests
- Improving shift assignments
- Clarifying rules on work schedules
- Improving leaves
- Clarifying and improving provisions for work on holidays, weekends, days off
- Clarifying/modifying overtime v. “extra hours” rules
- Improving rights to rest periods and meal periods
- Improving rights involving scheduling, requesting vacations
- Clarify and reduce the number of work calendars and the impacts of the school year

Working Conditions Interests
- Improve provisions related to uniforms and work-required clothing and shoe items
- Improve rights to and provision of safety and protective gear
- Modify the transfer provisions
- Clarify and improve employee rights regarding hiring and promotion

Representing Classified Employees in the Elk Grove Unified School District
♦ Improve employee orientation and preliminary training
♦ Increase layoff protection
♦ Provide ongoing job-related training
♦ Modify the use of substitute and temporary employees
♦ Improve labor/management committees
♦ Improve sick leave rules
♦ Improve vacation rules
♦ Restrict use of AFSCME employees to supervise students during the school day and after school
♦ Improve employee evaluation procedures and forms

AFSCME retains its right to offer additional issues for consideration during the negotiations process. AFSCME will publish any additional issues in compliance with relevant law and procedures.

AFSCME proposes to commence negotiations over these interests as soon as practicably possible.

Sincerely,

Jennifer Ballerini, President

Nancy Clifford, Senior Business Agent
Subject: Public Schools Month – April 2013

Action Requested:
The Board of Education is requested to approve the attached resolution that proclaims April 2013 as Public Schools Month in the Elk Grove Unified School District.

Discussion:

During the 1920’s, the Free and Accepted Masons of California initiated the annual recognition of the role that public schools play in our communities. Since then, the state of California has designated April as Public Schools month.

The purpose of Public Schools Month is to encourage communities to set aside time to honor our public schools and to enlist the community’s continued support for public education.

Our schools are holding their spring Open Houses on evenings in March, April, and May. Community members are invited to visit our schools during their Open Houses and during Public Schools Month.

Financial Summary:

There is no cost associated with this resolution.

Prepared By: Anne Zeman, Ed.D. Division Approval: Mark Cerutti

Prepared By: ___________________________ Superintendent Approval: Steven M. Ladd, Ed.D.
ELK GROVE UNIFIED SCHOOL DISTRICT
ELK GROVE, CALIFORNIA
RESOLUTION NO. 48, 2012-2013

ESTABLISHMENT OF PUBLIC SCHOOLS MONTH

WHEREAS, the Board of Education for the State of California has historically declared April to be Public Schools Month in California; and

WHEREAS, Public Schools Month has been sponsored and promoted by the Free and Accepted Masons of California since 1920; and

WHEREAS, the Elk Grove Unified School District has received consistent local support from our Masonic Lodge; and

WHEREAS, the schools in Elk Grove Unified School District hold “Open House” nights to invite parents and community to visit our schools; and

WHEREAS, this presents an opportunity to call to the attention of the public the excellent work of our schools;

THEREFORE, BE IT RESOLVED that the Elk Grove Unified School District does hereby proclaim April 2013 as Public Schools Month and encourages parents and citizens to visit their local schools; and

BE IT FURTHER RESOLVED that this resolution be distributed to every school in the District.

______________________________
Steven M. Ladd, Ed.D.
Secretary to the Board of Education
Board Agenda Item

Subject: Resolution for the Hmong National Development Conference
Department: Administration

Meeting Date 3-19-13

Agenda Item No: 13
Supplement No.

Action Requested:
The resolution will be forwarded under separate cover.

Discussion:

Financial Summary:

Prepared By: Steven M. Ladd, Ed.D. Department Approval:

Prepared By: Superintendent Approval: Steven M. Ladd, Ed.D.
Subject: Approval of Minutes

Department: Board of Education

Meeting Date: 3-19-13

Action Requested: Approve minutes of the regular board meeting held March 5, 2013, the special meeting held February 26, 2013, and the regional feeder pattern meeting held March 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.

Discussion:

CERTIFICATED:

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

CLASSIFIED:

APPROVE:
1. New Hire(s) [22]
2. Leave(s) of Absence
3. Probationary Release(s)
4. Promotion(s)
5. Resignation(s)
6. Retirement(s)

Financial Summary:

Prepared by: Clay McAllester, Ed. S.  Departmental Approval: Glen De Graw
Prepared by: Evelyn Laluan  Superintendent Approval: Steven M. Ladd, Ed.D.
ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No. __________

Board Agenda Item

Supplement No. __________

Meeting Date March 19, 2013

Subject: Certification of Administrator's Competence to Evaluate

Department: Curriculum and Professional Learning

Action Requested:

The Board of Education is requested to grant Certification of Administrator's Competence to Evaluate to the below newly-hired district administrators who have successfully completed the District's training process.

Discussion:

The District provides training to all newly-hired administrators to certify their competence to evaluate employees. Following Education Code 35160.5, Requirement of District Policies for Competency of Personnel Assigned to Evaluate and Board Policy 4115.1, Certification of Administrator’s Competence to Evaluate, the District uses the following process to certify each administrator’s competence to evaluate:

1. Individual instruction or attendance at a series of workshops on evaluation processes and procedures
2. Demonstration of effective evaluation skills as certified by a trained observer who is a certificated manager

The following administrators have successfully completed the administrative training process and are being recommended to obtain their Certification of Administrator's Competence to Evaluate:

Portia Clinton, T. R. Smedberg Middle School
Paul Cordero, Samuel Kennedy Elementary School
Dustin Hunter, Laguna Creek High School

Financial Summary:

N/A

Prepared By: Anne Zeman, Ed.D. Division Approval: Mark Cerutti

Prepared By: ___________________________ Superintendent’s Approval: Steven M. Ladd, Ed.D.
Subject: Resolution Regarding Board Member Absence

Action Requested:

Approve Resolution No. 50, 2012-13 authorizing payments of the monthly compensation to Priscilla S. Cox for a meeting missed on February 26, 2013, due to hardship and to Carmine Forcino for a meeting missed on March 19, 2013, due to hardship.

Discussion:

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

Financial Summary:

Prepared By: Arlene Hein
Division Approval: Steven M. Ladd, Ed.D., Superintendent
Prepared By: 
Superintendent Approval: Steven M. Ladd
ELK GROVE UNIFIED SCHOOL DISTRICT  
ELK GROVE, CALIFORNIA  

RESOLUTION NO. 50, 2012-13  

WHEREAS, Priscilla S. Cox was absent from the February 26, 2013, Special Meeting of the Board of Education due to hardship and Carmine S. Forcina was absent from the March 19, 2013, Regular meeting of the Board of Education due to hardship;  

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

Jeanette J. Amavisca, Clerk  
Board of Education  

Dated: March 19, 2013
Approval of Purchase Order History

The Board of Education is asked to approve purchase orders for the weeks of February 9, 2013 through February 24, 2013.

Discussion:

The Purchase Order History and Cost Modifications for the month February 9, 2013 through February 24, 2013 are listed below. The purchase orders are on file in the Purchasing Department if you wish to review them.

Encumbrances:

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Total Encumbrances $119,338.08

Modifications:

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Total Modifications $136,506.77

Financial Summary Grand Total $237,844.85

Prepared By: Ruth Dew

Division Approval: Rich Fagan

Prepared By: Ruth Dew

Superintendent Approval: Steven M. Ladd Ed.D.
Subject: Warrant Register No. 8
All Funds: February 1, 2013 – February 28, 2013

Department: Fiscal Services

Action Requested:
Approve Warrant Register No. 8 – Warrant Numbers 942381-943579, 278569-279845.

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

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

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

The Board is asked to approve Warrant Register No.8 – Warrant Numbers 942381-943579, 278569-279845.
See attached report for Warrant Register No. 8 expenditures.

Financial Summary:
Total expenditures for all funds from February 1, 2013 – February 28, 2013, are $39,275,749.80

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

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**Totals:**

- **56819.46**
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- **0.00**
- **14273.68**
- **42545.78**
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### Payroll Warrants Fund 11

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- **0.00**
- **0.00**
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- **0.00**

*(CANCELS)*

**Grand Total:**

- **251448.20**
- **110712.30**
- **83917.44**
- **0.00**
- **14273.68**
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**Grand Total**

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- **6000:** 97746.78
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| TOTALS     |                 | 17266.00 | 0.00 | 0.00 | 0.00 | 0.00 | 16271.50 | 0.00 | 0.00 | 994.50 | 0.00 |

**PAYROLL WARRANTS FUND 25**

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| TOTALS     |                 | 9209.27 |      | 9209.27 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| (CANCELS)  |                 |         |      |         |      |      |      |      |      |      |      |
| GRAND TOTAL|                 | 26475.27 | 0.00 | 9209.27 | 0.00 | 0.00 | 16271.50 | 0.00 | 0.00 | 994.50 | 0.00 |
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## Payroll Warrants Fund 49

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# ACCOUNTS PAYABLE WARRANTS

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**TOTALS**

| 711331.14 | 0.00 | 0.00 | 0.00 | 1075.42 | 210255.72 | 0.00 | 0.00 | 0.00 | 500000.00 |

# PAYROLL WARRANTS FUND 67

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<th>AMOUNT</th>
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**TOTALS**

| 15507.87 | 0.00 | 15507.87 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

(CANCELS)

**GRAND TOTAL**

| 726839.01 | 0.00 | 15507.87 | 0.00 | 1075.42 | 210255.72 | 0.00 | 0.00 | 0.00 | 500000.00 |
Subject: APPROVAL OF BUDGET TRANSFERS

Department: Budget

Action Requested:
The Board is asked to approve the following budget transfers for various funds.

Discussion:
Detailed descriptions of the budget transfers along with summaries by fund are attached. The budget transfers are for the period December 1, 2012 through January 31, 2013. Included are budget transfers for the 2012-13 2nd interim report.

** ATTACHMENT TO FOLLOW **

Financial Summary:

Prepared By: Shannon Stenroos

Division Approval: Rich Fagan

Prepared By:

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.

**Discussion:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Donor</th>
<th>School/Program</th>
<th>Value</th>
<th>Date Received</th>
</tr>
</thead>
</table>
| Gift Donation  
(One year membership – The Railway and Locomotive Historical Society) | Mr. & Mrs. William H. Lugg | Monterey Trail High School Library | $85.00 | 2/8/2013 |
| Gift Donation  
(Miscellaneous paper; various sizes and colors) | Anonymous | EGUSD | $500.00 | 2/13/2013 |
| Gift Donation  
(200+ assorted books) | Jason Hurtieue | Franklin Elementary School | $150.00 | 2/22/2013 |

**Prepared By:** Carrie Hargis  
**Division Approval:** Rich Fagan

**Prepared By:**  
**Superintendent Approval:** Steven M. Ladd, Ed.D.
**Subject:** Instructional Materials Approval  

**Department:** Curriculum/Professional Learning

**Action Requested:**
The Board of Education is requested to adopt the following instructional materials.

**Discussion:**
In accordance with BP 6161.1, the following instructional materials have been reviewed and approved by the appropriate subject-area steering committees and the Curriculum Standards Committee and are being submitted to the Board of Education for approval.

**SUPPLEMENTAL**

1. *My Side of the Mountain*, Copyright 1959 by Scholastic, Inc. (Language Arts, Grade 6)
2. *Dog Lost*, Copyright 2008 by Ingrid Lee; Scholastic, Inc. (ELA Language/Support 7)
4. *Easy ESL*, (a digital resource), Copyright 2011 by Easy ESL (English Learners: English, Grades 7-12)
5. *The 7 Habits of Highly Effective Teens*, Copyright 1998 by Franklin Covey Co. (English 9)

**Financial Summary:**
Sites may opt to use site funds to purchase these supplemental instructional materials.

**Prepared By:** Anne Zeman, Ed.D.  
**Division Approval:** Mark Cerutti  
**Prepared By:**  
**Superintendent's Approval:** Steven M. Ladd, Ed.D.
Subject: APPROVAL OF THE DISTRICT PURCHASING DEPARTMENT TO PURCHASE COPIER TONER AS REQUIRED COOPERATIVELY THROUGH COUNTY OF SONOMA.

Action Requested:
The Board of Education is asked to approve a Contract, authorizing Elk Grove Unified School District Purchasing Department to purchase copier toner through County of Sonoma, General Services - Purchasing.

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

It is in the best interest of the Elk Grove Unified School District to utilize the pricing from the County of Sonoma, General Services - Purchasing.


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

Prepared By: Ruth Dew  Division Approval: Rich Fagan
Prepared By:  Superintendent Approval: Steven M. Ladd, Ed.D.
COUNTY OF SONOMA
GENERAL SERVICES - PURCHASING
2500 COUNTY CENTER DRIVE, STE A208
SANTA ROSA, CA 95403
(707) 565-2433

DATE: 1/8/2013
BUYER: Elizabeth Cureton

VENDOR NUMBERS
004141

FIRM: Staples Contract & Commercial, Inc
NAME AND ADDRESS
11344 COLOMA ROAD, #890
GOLD RIVER, CA 95670

BLANKET PURCHASE ORDER
THIS NUMBER MUST APPEAR ON ALL CORRESPONDENCE, INVOICES,
SHIPPING PAPERS AND PACKAGES

AUTHORIZED DEPTS./DIVISIONS:
Agency Umbrella Master Control

FOB DESTINATION, UNLESS EXCEPTED BELOW
CASH DISCOUNT TERMS: Net 30 days, unless excepted below.
FIRM CONTACT PERSON & PHONE #: Tom Croley 415-273-5032 or CUST. SVC. 888-238-6329 NJPA Contract#031210

ATTACHMENTS:
BPOR 3366 pdf
5-2-12 COUNTY OF SONOMA STANDARD TERMS AND CONDITIONS FOR BPOs AND POs.doc
Extend BPO through 2/28/14

BLANKET PURCHASE ORDER (BPO)
Commodity/Service: Office supplies, stationary supplies and other similar items, as required. BPO#040-6-3366
BPO Limit: None

Agreement Period: This BPO is effective from February 28, 2011 through February 27, 2012, and is subject to cancellation, at the County's option, thirty (30) days after receipt of written notification. The County reserves the right to extend this BPO for one (1) year periods provided that extensions are agreeable to both parties (Purchasing Division and Staples Inc.).

Ordering: Only the County Departments/Divisions listed above may place orders through this BPO. If you require a schedule for departmental employees authorized to place orders, please contact the individual County Departments directly. Invoices must be submitted to the ordering department and shall reference this BPO number and any departmental ordering number. Orders may be placed on-line, by faxing or telephone. On-line ordering: County contract pricing is shown on-line. Full sized Catalog: Catalogs can be ordered online or requested from vendor. Cost shown in catalog is not County cost. Correct price may be obtained from Staples Customer Service or online at www.Stapleslink.com.

Prices, Terms & Conditions: The County does not agree to purchase any maximum or minimum amounts under this BPO. Vendor agrees to bill each department once monthly.

Contact: Tom Croley (415) 273-5032 or Customer Service (888)
Auditing Invoices: It is the responsibility of each authorized department to carefully review their invoices to verify that prices charged by the supplier agree with the prices as set forth in this BPO.
F.O.B.: Destination

ALL MATERIAL, EQUIPMENT OR LABOR SHALL MEET THE REQUIRED STANDARD OF OSHA AND CAL OSHA, LATEST REVISIONS

INSTRUCTIONS TO VENDOR:
1. SUBMIT 2 COPIES OF YOUR INVOICE.
2. SHOW TAXES AS A SEPARATE ITEM.
3. BY ACCEPTANCE OF THIS BLANKET PURCHASE ORDER, VENDOR HEREBY AGREES TO THE ACCEPTANCE OF ALL TERMS, CONDITIONS, SPECIFICATIONS, AND DRAWINGS CONTAINED AND REFERENCED HEREIN AND OR ATTACHED HERETO.
4. VENDOR WILL BE BOUND BY THE STANDARD TERMS AND CONDITIONS ATTACHED HERETO.
5. ALL INVOICES MUST INCLUDE THE BLANKET PURCHASE ORDER NUMBER AND ANY RELEASE NUMBER.

SPECIAL REQUIREMENT: With the invoice, or within 25 days of delivery, the vendor must provide to the County a Material Safety Data Sheet for each product which contains any substance on the list of Hazardous Substances published by the State Director of Industrial Relations, pursuant to the Hazardous Substances Information and Training Act, California Labor Code, Section 6387.

COUNTY OF SONOMA

SPECIAL REQUIREMENT:

PURCHASING AGENT

SPECIAL REQUIREMENT:
Subject: Out-of-State Field Trips

Division: Secondary Education

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

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

<table>
<thead>
<tr>
<th>School</th>
<th>Field Trip Destination</th>
<th>Field Trip Purpose</th>
<th>Dates of Trips</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elk Grove HS</td>
<td>Reno, NV</td>
<td>Jazz Competition</td>
<td>April 26, 2013</td>
</tr>
<tr>
<td>Franklin HS</td>
<td>Reno, NV</td>
<td>AVID College Tour</td>
<td>April 30, 2013</td>
</tr>
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</table>

Financial Summary:
N/A

Prepared By: Libby Sidhu

Division Approval: Christina C. Penna

Prepared By: 

Superintendent Approval: Steven M. Ladd, Ed.D.
Subject: California Montessori Charter School
Annual Facilities Agreement

Division: Facilities and Planning

Action Requested:

The Board is asked to approve the attached Charter School Facilities Agreement between the Elk Grove Unified School District and the California Montessori Project for the 2013/2014 school year.

Discussion:

Proposition 39, approved by the voters on November 7, 2000, added Section 47614 to the Education Code which generally requires school districts to make available facilities for charter schools operating within their boundaries. In May of 2002, the State Board of Education adopted regulations to implement Section 47614 as part of Title 5 Code of Regulations.

On October 1, 2002, the California Montessori Project (CMP) first petitioned the Elk Grove Unified School District for facilities under the provisions of these regulations for the 2003/2004 school year. It was determined that the most effective means to provide facilities was to assume a pro rata share of CMP’s lease for their school on Elk Grove Boulevard (Old Elk Grove Elementary). After negotiations with CMP under the counsel of Best, Best, and Krieger, administration developed an agreement which was approved by the Board of Education in October, 2003. Subsequent petitions and agreements to assume a pro rata share of CMP’s lease have been negotiated annually since then.

Administration has received a petition for facilities from CMP for the 2013/2014 school year, conferred with CMP staff, and finalized an agreement for the 2013/2014 school year. Attached is the Charter School Facilities Agreement (“Agreement”) for approval. The Agreement offers $50,916.00, to be paid in a series of monthly installments, to pay a pro rata share of 3 teaching stations and 91 square feet of office/RSP space for the 2013/2014 school year. This is comparable to the space offered to our own students and therefore the space the CMP students would expect at our schools. The offer for 2013/2014 is significantly less than previous years. For instance EGUSD’s 2012/2013 offer was $162,715 compared to the 2013/2014 school year offer of $50,916. The determinations for space are calculated by standards set forth in the Title 5 Regulations and contained in Attachments A and B of the Agreement.

Administration recommends approval of the Agreement for the 2013/2014 school year.

Attachment: Charter School Facilities Agreement, 2013/2014

Financial Summary:

$50,916.00 total payment to be made with developer fees.

Prepared By: William Heinicke

Division Approval: Robert Pierce

Prepared By: Marcia Grambusch

Superintendent Approval: Steven M. Ladd, Ed.D
AGREEMENT FOR THE PROVISION OF
CHARTER SCHOOL FACILITIES
BY AND BETWEEN
ELK GROVE UNIFIED SCHOOL DISTRICT AND THE
CALIFORNIA MONTESSORI PROJECT

This Agreement for the Provision of Charter School Facilities ("Agreement") is entered into as of ______________, 2013, by and between the Elk Grove Unified School District ("District"), a public school district operating under the laws of the State of California and the California Montessori Project ("CMP"), a California public charter school and California nonprofit corporation, collectively referred to herein as "Parties."

RECATALS

A. The District is a public school district serving children grades K-12 living within its boundaries, including those living in the City of Elk Grove, County of Sacramento, California.

B. CMP is a charter school operating under the provisions of the Charter Schools Act of 1992, Education Code section 47600 et seq. and pursuant to a charter originally granted by the District in 2006 and renewed in 2011. CMP is also organized as a 501(c)(3) nonprofit corporation.

C. CMP currently operates a campus within the boundaries of the District ("Elk Grove Campus"). CMP projects that the 8828 Elk Grove Boulevard Campus will have a classroom average daily attendance ("ADA") of 80 students during the 2013/2014 school year, with 80 students being those who reside in the District ("In-District Students").

D. Pursuant to the provisions of Proposition 39, codified at Education Code section 47614, and Title 5, California Code of Regulations, sections 11969.1-11969.9 ("Proposition 39"), the District is required to make available for charter schools operating within its boundaries facilities sufficient to accommodate the charter schools' In-District Students in conditions reasonably equivalent to those in which the students would be accommodated if they were attending District schools.

E. The District and the Charter School desire that, in lieu of providing facilities pursuant to Prop 39, the District shall provide the Charter School with funding for facilities based upon the Charter School's ADA for its students which reside in the District.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and CMP hereby agree as follows:

AGREEMENT

1. Term

The term of this Agreement shall be for one year only, extending from July 1, 2013, to June 30, 2014 ("School Year"), unless earlier terminated as provided herein.
2. **Funds for Facilities**

2.1 *Location of Facilities.* For the 2013/2014 school year, CMP intends to operate an Elk Grove Campus from facilities currently leased at 8828 Elk Grove Boulevard in the City of Elk Grove.

2.2 *District Contribution.* Based on a projected ADA of 80 In-District Students attending the Elk Grove Campus, District shall provide CMP with the financial equivalent to provide facilities to 80 units of ADA generated during the School Year by CMP students residing in and otherwise eligible to attend schools of the District. Said payments will be for a total amount of $50,916 ("District Contribution"). All funds provided hereunder must be used exclusively for the leasing, repair or maintenance of facilities.

2.3 *Monthly Payments.* The District shall pay the District Contribution in ten (10) installments, due on or before the 1st of each month, from September 2013, through June 2014. The payment amount shall be $5,091.60 ("Monthly Payment").

2.4 *Full Satisfaction.* The Parties expressly agree that the District’s payment of the District Contribution in accordance with this Agreement shall constitute full satisfaction of its obligations under Proposition 39, including Education Code section 47614 and Title 5, California Code of Regulations, section 11969.1 et seq. relating to the provision of charter school facilities. Such payment shall in no way be construed as obligating the District to provide CMP with facilities, or their financial equivalent, beyond the terms of this Agreement. CMP waives any right to obtain facilities from the District during the term of the Agreement pursuant to Proposition 39, including any future amendments or related laws or regulations. This Agreement is intended to meet Proposition 39 requirements.

3. **Building Codes**

CMP represents and warrants that any facility it uses to house students and staff complies with any and all applicable State and local building codes, laws, statutes, ordinances, rules (collectively, “Laws”) of those governmental and quasi-governmental authorities having jurisdiction over the facility. CMP will promptly comply with all Laws and will cause the facilities to comply with all Laws. The Charter School agrees to obtain all applicable local use permits for facilities used to house students, including approval from the local Fire Marshall, and to otherwise comply with local ordinances governing land use where the facilities are located.

4. **Over-Payment of District Contribution**

4.1 *Over-Payment.* The District has overpaid the District Contribution if CMP’s actual ADA of In-District Students is less than the projected ADA of In-District Students upon which the District Contribution, pursuant to Section 2.2 of this Agreement, was calculated. The District Contribution may be reduced if over-payment occurs. Said reduction shall be equal to the difference between the CMP’s actual ADA of In-District Students and the projected ADA of In-District Students set forth in Section 2.2 of this Agreement multiplied by $636.45. For purposes of this subdivision, the actual ADA of In-District Students shall be determined using the report submitted pursuant to Title 5 of the California Code of Regulations, Section 11969.9(i), in conjunction with the second principal apportionment under Education Code section 41601.

4.2 *Adjustment.* In the event the District determines that, in accordance with the standards set forth in Section 4.1 of this Agreement, there has been an over-payment of the District
Contribution, the District may offset the Monthly Payment(s) by the amount of the reduction to the District Contribution. In the event the amount offset by the District does not fully satisfy the amount to be reduced, the District shall notify CMP in writing of the remaining amount due, and CMP shall reimburse the District for that amount within 30 days of receiving the notice.

4.3 Reporting and Records. CMP shall report actual ADA to the District every time that it reports ADA for apportionment purposes, broken down by ADA of In-District Students and total classroom ADA. CMP shall maintain records documenting data contained in the ADA reports and shall make ADA records available to the District upon request.

5. Termination

In the event CMP shall cease to exist during the term of this Agreement, either as a corporate entity or as an authorized public charter school, and regardless of whether by voluntary closure, charter revocation, bankruptcy, or any other means, this Agreement shall automatically and immediately terminate, and the District shall have no further obligation to pay CMP or any other entity the Monthly Payments set forth above. Either party may terminate this Agreement in the event of default by the other party where such failure has continued for fifteen (15) days after written notice thereof.

6. Insurance

Throughout the life of this Agreement, CMP shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than “A-/VII” in Best Insurance Rating Guide, the following policies of insurance:

6.1 Commercial General Liability Insurance, which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, bodily injury, and property damage liability insurance with combined single limits of not less than $1,000,000 per occurrence.

6.2. Property and Fire Insurance, which shall be provided to protect: (a) Real Property, against risk or direct loss, commonly known as Special Form, and (b) Fire Legal Liability, to protect against liability for portions of premises leased or rented, and (c) Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of CMP.

The policies shall be endorsed to name the District, its officers, employees and agents as additional insured, and said Additional Insured endorsement shall be provided to the District. The insurance policy limits shall in no event limit the liability of CMP hereunder. Written notice of cancellation, non-renewal or any material change in the policies shall be mailed to the District thirty (30) days in advance of the effective date.


7.1 Incorporation of Recitals and Attachments. All recitals set forth at the beginning of this Agreement and all documents attached to and referred to in this Agreement are incorporated into and made a part of this Agreement.

7.2 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage
prepaid, return receipt requested, or sent by electronic facsimile and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if mailed, three (3) days following the date of posting by the United States Post Office, or (iii) if given by electronic facsimile, when received by the other party.

If to District: Elk Grove Unified School District
9510 Elk Grove-Florin Road
Elk Grove, CA 95624
Attention: Robert Pierce, Associate Superintendent, Facilities and Planning
Telephone: (916) 686-7711
Facsimile: (916) 686-7754

If to CMP: California Montessori Project
Administrative Offices
5330-A Gibbons Drive, Suite 700
Carmichael, CA 95608
Attention: Gary Bowman
Telephone: 916-971-2432
Facsimile: 916-971-2436

Notice of change of address shall be given by written notice in the manner described in this Paragraph.

7.3 Indemnification and Hold Harmless. CMP shall indemnify, hold harmless, and defend the District, its Board of Trustees, officers, employees, and agents from and against all claims, costs, demands, losses, and liability of any nature whatsoever, including but not limited to liability for bodily injury, sickness, disease or death, property damage (including loss of use) or violation of law, caused by or arising out of any negligent act, error, or omission, or willful misconduct of CMP, its directors, officers, employees or agents or any other person acting pursuant to its control, in the performance of this Agreement or in its control and use of the Elk Grove Campus, provided, however, that CMP shall not have any obligation to indemnify, hold harmless or defend the District, its Board of Trustees, officers, employees and agents resulting from or arising out of the negligence or willful malfeasance of the District, its Board of Trustees, officers, employees and agents.

7.4 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

7.5 Further Assurances. Each of the Parties to this Agreement shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations under this Agreement and to carry out the intent and agreements of the Parties to this Agreement.

7.6 No Waiver. No delay or omission by any party in exercising any right or power conditioned upon the compliance or failure of performance by any other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by any party of a breach of any of the covenants, conditions, or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions hereof. All such waivers, in order to be effective, shall be in writing, shall specifically describe the right, power or breach being waived, and shall be executed by the waiving party.
7.7 **Interpretation.** This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento. The language in all parts of this Agreement shall be in all cases construed as a whole according to their fair meaning and not strictly for or against either the District or CMP. Any headings in this Agreement are included only as a matter of convenience and for reference and in no way define the scope or extent of this Lease or the construction of any provision.

7.8 **Severability.** If any term, provision, condition or covenant of this Agreement or its application to any party or circumstance shall be held, to any extent, invalid or unenforceable, then the remainder of this Agreement, or the application of such term, provision, condition or covenant, to any party or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected and shall be valid and enforceable to the fullest extent permitted by law.

7.9 **Attorneys’ Fees.** If either party commences an action against the other to interpret or enforce any of the terms of this Agreement or because of breach by the other party of any of the terms hereof, the losing party shall pay to the prevailing party reasonable attorneys’ fees, costs and expense and court costs and other costs of action incurred in connection with the prosecution or defense of such action, whether or not the action is prosecuted to a final judgment.

7.10 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall, together, constitute one and the same instrument.

7.11 **Entire Agreement; Amendments.** This Agreement and the attachments referred to in this Agreement constitutes the entire agreement of the Parties hereto with respect to the matters contained herein, and prior or contemporaneous agreements or understandings, oral or written, pertaining to any such matters are merged herein and shall not be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing which is signed by the Parties hereto or their respect successors-in-interest and indicates that it is an amendment of this Agreement. Neither party shall assign or transfer any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the other party.

7.12 **Mutual Cooperation.** Each party agrees to cooperate with the other party in the performance by each of the terms and provisions hereof.

7.13 **Non-Precedence of Agreement.** Each party agrees that this Agreement is for one year only for the School Year. The calculations used shall not be binding for subsequent years’ facilities agreements between the Parties.

7.14 **Authority.** If CMP is a corporation, then each individual executing this Agreement on behalf of said corporation represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the Bylaws of said corporation, and that this Agreement is binding upon said corporation in accordance with its terms.
The District and CMP have executed this Agreement as of the date first set forth below.

DISTRIBUTION:

ELK GROVE UNIFIED SCHOOL DISTRICT, a California School District

By: __________________________

Its: __________________________

Date: _________________________

CMP:

CALIFORNIA MONTESSORI PROJECT, a California Charter School and California Nonprofit Corporation

By: __________________________

Its: __________________________

Date: _________________________
ELK GROVE UNIFIED SCHOOL DISTRICT
ATTACHMENT A

California Montessori Project
2013/2014 School Year

Charter School Classroom ADA Analysis

The classroom count is from the Elk Grove Unified School District's baseline eligibility classroom count per State Allocation Board Regulation 1858.30 and contained as back up to the State Allocation Board Form 50-02. The following three schools contained the majority of the Montessori Elk Grove students.

<table>
<thead>
<tr>
<th>Elementary School</th>
<th>Current Classrooms</th>
<th>Current CBEDS</th>
<th>Ratio (CBEDS/CRs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arthur Butler Elementary</td>
<td>33</td>
<td>936</td>
<td>28.36</td>
</tr>
<tr>
<td>Elk Grove Elementary</td>
<td>32</td>
<td>843</td>
<td>26.34</td>
</tr>
<tr>
<td>Joseph Sims Elementary *</td>
<td>34</td>
<td>838</td>
<td>24.65</td>
</tr>
<tr>
<td>All</td>
<td>99</td>
<td>2,617</td>
<td>26.43</td>
</tr>
</tbody>
</table>

*CBEDS adjusted to 75% due to Year-Round Calendar

80 K-2 students ÷ 26.43 ratio = 3 classrooms

Charter School Office and RSP Space Analysis

<table>
<thead>
<tr>
<th>Comparison Sites:</th>
<th>Square Feet Principal Office</th>
<th>Square Feet Vice Principal Office</th>
<th>Square Feet Resource Specialist Office</th>
<th>Total Square Feet</th>
<th># of Students Per CBEDS</th>
<th>Square Feet per Student</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arthur Butler Elementary</td>
<td>358</td>
<td>182</td>
<td>434</td>
<td>974</td>
<td>936</td>
<td>1.04</td>
</tr>
<tr>
<td>Elk Grove Elementary</td>
<td>325</td>
<td>240</td>
<td>549</td>
<td>1114</td>
<td>843</td>
<td>1.32</td>
</tr>
<tr>
<td>Joseph Sims Elementary*</td>
<td>270</td>
<td>165</td>
<td>450</td>
<td>885</td>
<td>838</td>
<td>1.06</td>
</tr>
<tr>
<td>Total</td>
<td>2,973</td>
<td>2,617</td>
<td></td>
<td></td>
<td></td>
<td>1.14</td>
</tr>
</tbody>
</table>

*CBEDS adjusted to 75% due to Year-Round Calendar

80 K-2 students x 1.14 ratio = 91 square feet office/RSP

Requested by Montessori for 2013/14 School Year:

- Teaching Stations: 13
- Office Areas: 5
- Special Ed Resource: 2
- Playground, Gym: Appropriate
- Library Access: 5 hours/week
- Cafeteria/Food Services: Access
- Single Contiguous School Site: Required
## ELK GROVE UNIFIED SCHOOL DISTRICT
### ATTACHMENT B

**California Montessori Project**  
**Lease Calculations for 8828 Elk Grove Boulevard**  
**2013/2014 School Year**

<table>
<thead>
<tr>
<th>Lessor</th>
<th>Space</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elk Grove Community Services District</td>
<td>Classrooms 4-8 (5 Classrooms)</td>
<td>4,500</td>
</tr>
<tr>
<td></td>
<td>Classroom #9</td>
<td>900</td>
</tr>
<tr>
<td></td>
<td>Classroom #10-Speech/Occupational Therapist</td>
<td>900</td>
</tr>
<tr>
<td></td>
<td>Additional Office Space</td>
<td>435</td>
</tr>
<tr>
<td></td>
<td>Utility Common Area</td>
<td>n/a</td>
</tr>
<tr>
<td></td>
<td>Restroom Maintenance</td>
<td>n/a</td>
</tr>
<tr>
<td></td>
<td><strong>Total Square Footage</strong></td>
<td>6,735</td>
</tr>
<tr>
<td></td>
<td><strong>Total Monthly Rent</strong></td>
<td><strong>$11,474</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Total Yearly Rent Estimate</strong></td>
<td><strong>$137,688</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Annual per Square Foot</strong></td>
<td><strong>$20.44</strong></td>
</tr>
</tbody>
</table>

**EGUSD Obligation by Square Foot:**

<table>
<thead>
<tr>
<th></th>
<th>Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 Classrooms @ 800 sf (standard)</td>
<td>2,400</td>
</tr>
<tr>
<td>Office/RSP Space=1.14sf/student X 80 students</td>
<td>91</td>
</tr>
<tr>
<td><strong>Total Square Foot Obligation</strong></td>
<td>2,491</td>
</tr>
<tr>
<td><strong>Total $ Obligation @ $20.44 X 2,491 Sq Ft</strong></td>
<td><strong>$50,916</strong></td>
</tr>
</tbody>
</table>