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
February 18, 2014
Closed Session – 4:30 p.m.
Regular Session – 6:00 p.m.

Item

Public Comment on Items on Agenda or Not on the Agenda

NOTICE
Cards are available at the table just outside of the Board Room for anyone who wishes to address the Board. If you wish to address the Board, complete a card and hand it to a staff member at the table to the left as you enter the Board Room. Please be sure to complete the card indicating whether the matter you wish to address is on the agenda or not on the agenda. If the matter is on the agenda, we will assume you wish to speak when it comes time to address that item on the agenda and will hold your card until then. Presentations will be limited to a maximum of three (3) minutes, with a total of thirty (30) minutes designated for public comment on an item. Time limitations are at the discretion of the President of the Board of Trustees. The meeting is recorded.

CLOSED SESSION – 4:30 p.m.

1. Public Employee Discipline/Dismissal/Release/Complaint
2. Conference with Legal Counsel Regarding Anticipated Litigation:
   Significant Exposure to Litigation: One (1) Potential lawsuit Pursuant to Government Code Section 54956.9(b)
3. 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 and Classified Unrepresented Employees

OPEN MEETING - 6:00 p.m.

I. Pledge of Allegiance

II. Presentations/Recognitions

   4. High School Student Representative Reports – Elk Grove, Valley, and William Daylor
   5. Kids Can Food Drive Recognition

III. Student Expulsion Recommendations

   6. Requests for Student Expulsions

IV. Budget Update

   7. Preliminary 2013-14 2nd Interim Financial Report and Budget Update
AGENDA
ELK GROVE UNIFIED SCHOOL DISTRICT
Regular Meeting of the Board of Education
February 18, 2014

Item                                                                 Time – Approximate

V. Board Member and Superintendent Reports

VI. Public Comment

VII. Bargaining Units

VIII. Reports - None

IX. Public Hearing/Action Items

8. Classified Support Personnel Salary Schedule #24 (Unrepresented Group of Classified Positions: Lay Reader; Parent Assistant, Pre School; Yard Supervisor; ROP/BET Student; Student Assistant, and Work Experience

X. Discussion Items

9. Proposed Prequalification Revisions

XI. Discussion/Action Items

XII. Action Items - None

10. English Language Development (ELD) Instructional Materials Adoption 5 Minutes

11. District Open Enrollment 20 Minutes

12. Arts Education Month Resolution 3 Minutes

13. Women’s History Month Resolution 3 Minutes

14. 2013-14 California School Boards Association (CSBA) Delegate Assembly Election 3 Minutes

XIII. Consent Agenda – Action 5 Minutes

15. Approval of Minutes

16. Personnel Actions

17. Approval of Purchase Order History

18. Warrant Register Approval

19. Contract Ratification

20. Contract for 2014 High School Graduations

21. Investment Policy

22. Acceptance of Gifts

23. Approval of the District Printing Services Department to Lease Copier Equipment as Required Cooperatively Through WSCA (Western States Contracting Alliance)
XIII. Consent Agenda – Action (Continued)

24. Approval of the District Purchasing Department to Purchase Copier Toner as Required Cooperatively Through the County of Sonoma
25. New High School Courses
26. Supplemental Instructional Materials Adoption
27. Out-of-State Field Trip Approval

XIV. Other Action Items

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

XV. Information Items

29. Other Items from the Floor 5 Minutes
30. Items for Future Agendas 5 Minutes

XVI. Adjournment
Subject: Kids Can Food Drive Recognition

Action Requested: Call on representatives of the Elk Grove Food Bank Services and Kid Can Program to recognize sixth grade students at John Ehrhardt Elementary School and their teacher for their collection of food for the Kids Can Food Drive.

Discussion:

The John Ehrhardt Elementary School students collected a total of 18,368 food items in the Kids Can Program. The food all went to the Elk Grove Food Bank.

Financial Summary:

Prepared By: ___________________________ Department Approval: ___________________________

Prepared By: ___________________________ Superintendent Approval: Steven M. Ladd, Ed.D.
Preliminary 2013-14 Second Interim Report & Budget Update

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 2014-15 Budget.

Discussion:
A report will be provided to update the Board on the financial status of the District as of the Second Interim reporting period for 2013-14, which ended January 31, 2014 and reporting on the current status of the 2014-15 Budget.

Attachment to follow.

Financial Summary:

Prepared By: Shannon Stenroos
Division Approval: Rich Fagan
Prepared By:
Superintendent Approval: Steven M. Ladd, Ed.D.
Subject: Classified Support Personnel Salary Schedule #24 (unrepresented group of Classified positions: Lay Reader, Parent Assistant, Pre School, Yard Supervisor, ROP/BET Student, Student Assistant, and Work Experience Student).

Department: Human Resources

Action Requested:
The Board of Education is asked to approve the revised Classified Support Personnel Salary Schedule #24.

Discussion:
Effective retroactive to July 1, 2013, the Classified Support Personnel Salary Schedule #24 shall be increased by 2.7244%.

Financial Summary:

Prepared By: ___________________________ Department Approval: Glen De Graw
Prepared By: ___________________________ Superintendent Approval: Steven M. Ladd, Ed.D.
## TO BE PAID ON TIMESHEET

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>RANGE</th>
<th>SALARY</th>
<th>NOTES</th>
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<tr>
<td>Lay Reader</td>
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<td>$14.15</td>
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<tr>
<td>Parent Assistant, Preschool</td>
<td>111</td>
<td>$9.70</td>
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<tr>
<td>Yard Supervisor</td>
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<tr>
<td>ROP/BET Student</td>
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<tr>
<td>Work Experience Student</td>
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<td>$8.00</td>
<td>(minimum wage)</td>
</tr>
</tbody>
</table>

**SUBSTITUTE EMPLOYEES** - The pay period is from the 21st of the month to the 20th of the following month. Payroll will mail your check to your mailing address on or before the 10th or 17th of the following month.

Effective 7/1/13, 2.7244% COLA.
Revised 01/08/14 - Added COLA to Lay Reader, Parent Assistant - Preschool and Yard Supervisor
[ELK GROVE UNIFIED SCHOOL DISTRICT](#)
Contractor Pre-Qualification Process Proposed Revisions

The Board of Education is requested to receive a report on the proposed revisions to the Contractor Pre-qualification Process as approved on December 10, 2013.

Effective January 1, 2014, Public Contract Code 20111.6 requires that all California school districts with an average daily attendance greater than 2,500 shall be required to prequalify general contractors and mechanical, electrical, and plumbing subcontractors on projects with an anticipated expenditure of $1,000,000 or more which are funded in whole or in part by State school bonds. As a result Administration worked with Legal Counsel to develop a Pre-Qualification process with a uniform system of rating contractors and subcontractors consistent with the Department of Industrial Relations pre-qualification template as set forth in Public Contract Code. On December 10, 2013 the Board of Education adopted Resolution #29, authorizing Administration to conduct the recommended Pre-Qualification process developed by Administration and Legal Counsel.

Members of the Board of Education will recall an interest by Mr. Forcina and Mr. Ly who wished to provide input and possibly revise the existing Pre-qualification resolution and questionnaire/process as previously approved. Mr. Forcina shared the proposed revisions with Staff. As a result Staff prepared a response to each item. Attached is a summary of the proposed revisions as well as Staff and Legal Counsel’s responses to each proposed revision. Staff will present a report outlining the proposed revisions as well as Staff’s recommendation for each proposal.

Financial Summary:

n/a

Prepared By: ____________________________ Division Approval: ____________________________

Prepared By: ____________________________ Superintendent Approval: ____________________________

File: WordBA2-18.14Contractor Pre-Qualification
Pre-Qualification Process

General:

1. Change all expenditure amounts from the stated $1,000,000 to $100,000.

Although this would be within the Board’s purview, Staff would not recommend it as it would ultimately lead to a dramatically reduced bidding pool resulting in increased bid pricing. In addition this would require significant additional staff time and resources in covering a dramatically increased number of projects and the ensuing review of a dramatically increased number of prequalification applications and would significantly increase the required number of prequalified general and subcontractors. At same time we believe that small general contractors and subcontractors that bid on relatively small jobs would be discouraged from investing the resources and time to prequalify. In addition smaller projects have far less exposure and/or likelihood of issues the State mandated prequalification process is purported to correct. Reducing the project threshold below $1,000,000 would be significantly compounded by item 1 under Resolution – Proposed Changes below, which would require all subcontractors at all tiers to be prequalified. As an example, a $100,000 contract could include a third tier subcontractor whose contract is less than $1,000 and they would simply not invest the time and resources to become prequalified. If ultimately the Board reduces the $1,000,000 threshold Staff would recommend it not be lower than $500,000 and at the same time not require subcontractors to be prequalified for projects less than $1,000,000. However this type of revision would add complexities that may lead to unforeseen and unintentional consequences with future bidding.

2. The document should eliminate all language that requires the application of individual judgment. Words like “May” and “trustworthiness”, etc. can lead to interpretation. A point system clearly stated will eliminate an individual’s judgment of worth.

Staff and Legal Counsel have established and will utilize the uniform scoring and rating system, which will be applied to each question and section of the prequalification application. The uniform rating and scoring sheet was not included in the document so potential applicants are not privy to how they will be scored and therefore adjust their responses based on the scoring criteria. Contractors must pass each section in order to be prequalified. Throughout the questionnaire and resolution the word “may” is used 20 times. In many of these occasions the use of “may” was used for a specific purpose. There are a few occasions where the word
“may” could be revised to “shall” or “will” and Staff can make those revisions without Board action. The use of the word “trustworthiness” was also intentional as the law requires that the issues covered in the prequalification questionnaire, at a minimum, cover the same issues and model guidelines given by the DIR in its 2000 Model Questionnaire. The issue of trustworthiness is specifically used in the Model Questionnaire. Also, the word trustworthiness was used to convey to applicants, in a straightforward fashion, that the breadth of the responses to the questionnaire, reference checks, and multiple means of verification will be utilized to ensure the accuracy of the representations. Staff can add to the language to ensure the same legislative intent under the legal mandate. See item 3 under Pre-Qualification Procedures below for additional details.

3. Add a paragraph that asks for documentation for Public Works Contracts

*The questionnaire has multiple areas that address previous public works contracts. See Part IV. Page 18 of the questionnaire.*

4. For questionnaire statements, have applicants provide a written history which can be used for verification and/or follow up. A written history would work towards eliminating false statements or poor practices like paying all employees the same wages, even though lower paid employees may be doing work that should be paid at a higher rate.

*From Staff and Legal Counsel’s perspective the entire response to the questionnaire is a written narrative and will tell a “story” about the applicant. Prevailing wage law addresses the payment of proper wages as well as Section H of the questionnaire which is dedicated to determining the applicant’s history with regard to prevailing wage. In addition our bid documents and contracts require and make very clear the laws around public works projects including prevailing wage and the consequences for not following the various laws.*

5. Add language that requires the local hire of employees. Local hire of employees is allowable as long as the district meets stated requirements. (San Francisco Unified/Natomas) Source for local hires could be SACOG counties and could include Solano and San Joaquin. Suggested ratio is 1:4 which is the maximum ratio allowed per State law. For this item we could add a statement that provides for implementation of local hires at the Board’s discretion, and/or give a point percentage to a Business Enterprises hiring employees from the areas listed above.
Staff and Legal Counsel are not aware of a State law establishing a maximum ratio regarding the use of local labor for school district public works projects. Should the Board provide direction along these lines Staff could include a question regarding the hiring of local firms within the SACOG region as well as neighboring counties such as Solano and San Joaquin. The distinction though is the reference to local firms as opposed to local labor as proposed. The Privileges and Immunities Clause of the US Constitution prohibits a state (and political subdivisions of a state such as a school district) from discriminating against a citizen of another state in favor of its own citizens without substantial reason for the difference in treatment. Although Legal Staff is aware of the Camden case decided by the Supreme Court on this issue, the contours of what constitutes “substantial reason” in the context of construction contracts has not been fully addressed, as the Camden case was remanded to the lower court on the question of whether the City had a substantial reason for its program that would pass constitutional muster, but the case was later settled out of court before a decision was rendered on the issue. Therefore, we would be better served with regard to potential legal challenges by granting points for the use of local firms as opposed to local labor. Other public entities and school districts that have a local hiring goal or priority typically do this through alternative construction delivery methods not design, bid, build (which is what we typically utilize). In order to enforce this proposed language Staff would need to include language in the prequalification questionnaire and bid documents to ensure that a prequalified contractor who indicated that they would utilize local firms at a prescribed ratio would be required to do so should they be the successful low bidder. Staff feels this requirement can lead to unintended consequences as our only means to enforce this clause would be to terminate a contract and rebid the project, causing delays and potential legal challenges. In addition Staff feels this could add to the issue of limiting the bid pool and can also expose the district to legal challenges as an exclusionary measure on criteria other than the merit of the contractor to adequately perform the work.

6. Health care is an issue that needs to be addressed. The health care plan should be a “bona fide and approved plan.” A 401k plan should be provided for pensions. Both the health care plan and 401k plan is tax deductible for the contractor. (Note: All Fringe Benefits must be annualized as per State Law. Only Union Employers receive full credit because of the participation with the Multi Employee Trust Fund).

The requirement to pay workers the appropriate prevailing wage on public works projects such as ours is covered in law and requires a wage amount for health and welfare as well as pension. The Board could direct Staff to award points to
applicants if a “bona-fide” health and welfare and pension plan is provided for its workers. However including additional criteria such as this extends beyond the DIR prequalification template and may expose the District to legal challenges as it can exclude certain contractors and therefore workers from being able to bid and work on our projects. Similar to item 5 immediately above the intent of the law requiring prequalification is to determine an applicant’s ability to adequately perform the work necessary to complete the project as opposed to the firm’s operational model and policies. In addition this may be difficult and perhaps legally unenforceable for a prequalified contractor who is a successful low bidder.

7. Pages 7 through 16 should use language that addresses a Uniform Rating System or Point Value System. The total of the points awarded determines if an applicant is approved.

The entire questionnaire is scored utilizing a uniform scoring and rating system. See item 2 under Pre-Qualification Process.

Resolution - Proposed Changes

1. Paragraph two: Change general contractors and mechanical, electrical and plumbing subcontractors. Insert, each Construction manager, each Prime Contractor, each General Contractor and each Subcontractor at any tier. Change dollar amount.

Similar to item 1 under Pre-Qualification Process (see language regarding the dollar threshold) this is within the Board’s purview. However, Staff would not recommend it as it would lead to a dramatically reduced bidding pool and therefore competition resulting in increased bid pricing. Requiring all subcontractors at all tiers to be prequalified could very well lead to a situation where projects cannot be awarded as there are not enough prequalified subcontractors at all tiers for a general contractor to submit a valid bid. In addition prequalifying all subcontractors at all tiers for any project, large and certainly small, would be unnecessarily burdensome and require significant additional staff resources and/or a third party consultant. This requirement would also be very burdensome for general contractors attempting to bid our projects as they would have to ensure during a hectic bid day that every subcontractor submitting pricing is prequalified by the district as opposed to only needing to monitor the three major trades as required by law (Mechanical, Electrical and Plumbing). This requirement would also be very difficult to enforce and the only recourse would be terminating a contract after it has been awarded resulting in a
rebid and delays. By law General Contractors are only required to list in their bids the subcontractors whose work exceeds one half of one percent of the total bid amount. The District has no contractual relationship with any subcontractor and in some cases may not be aware of them at lower tier levels, where contracts can be extremely minor in cost and scope. The District utilizes in house Construction Managers and does not bid such work out. We also do not utilize the Multiple Prime delivery method which means the District holds multiple prime contracts and a construction manager is required to coordinate all of the contracts and construction. Requiring all subcontractors at all tiers to be prequalified also opens the door to additional grounds for appeal and responsibility hearings.

2. Paragraph three: Remove the word quarterly and change to yearly since the cost to secure documentation, including time, could be as much as $500/yr. for a quarterly requirement. After the word subcontractors add: If a problem, violation or alleged violation occurs any time after securing prequalification status, then documentation will be provided by the applicant previously qualified.

The framework of the existing language allows a qualification determination to be valid for one year. The District would open the opportunity for new contractors to submit applications on a quarterly basis in order to ensure a “healthy” number of qualified bidders and therefore ensuring competition and acceptable bid pricing. The quarterly process also requires that contractors who have current and valid qualifications notify the District of any updates, revisions, or changes to their existing questionnaire since their qualified status was granted. The intent being that any updates, revisions, or changes should be reviewed as they could affect the contractor’s qualification status. This language is included on pages 3 and 4 as well as the quarterly update documents included in the questionnaire. Staff will ensure the language is clear and explicit.

3. Paragraph four: Change dollar amount.

See item 1 under Pre-Qualification Process.

4. Paragraph five: Change existing language to that substituted in paragraph two.

See item 1 immediately above under Resolution – Proposed Changes.
5. Paragraph seven: Eliminate the words from time to time. Add after the word panel, including two Board members. Purpose is to eliminate any possibility of back room deals.

Requiring two Board members on an appeal panel is within the Board’s purview. The use of the phrase “time to time” was intentional and intended to mean an appeal panel and hearing would only be convened on the occasion that a contractor is deemed nonqualified and only if that contractor makes a timely and appropriate appeal as prescribed in the Pre-Qualification Procedures outlined in the Questionnaire.

Pre-Qualification Procedures

1. Paragraph one: Change dollar amount.

See item 1 under Pre-Qualification Process.

2. Paragraph three: Eliminate the words objective evaluation criteria. The word objective is based on the interpretation of the person doing the evaluation. Add a rating system that is yes/no with definite points attached. Could read: The District’s decision will be based fully on its uniform rating system and references. Note: City of Dixon has a non-judgmental point system.

Our process entails a uniform rating system, see item 2 under Pre-Qualification Process. Although the use of the word objective was intentional as defined as “free of bias, based on facts” Staff can amend the language as offered.

3. Paragraph four: Eliminate the word trustworthiness. No one wants to be deemed not trustworthy, the word can be deemed judgmental. Use the word “responsibility”, as defined in the dictionary, as a substitute for trustworthy.

As previously discussed, the use of the word “trustworthiness” carries a legal meaning in the statutory context and was intentionally made to convey to applicants that the breadth of their responses to the questionnaire would be combined with reference checks and available means of verification to ensure the accuracy of their representations. Staff would recommend against using the word responsibility in substitution for trustworthiness as it also has a specific legal meaning with regard to bidding. Staff would not want to give the impression to potential bidders that by
being prequalified that their future bids would automatically be deemed responsible. Nor should the opposite impression be given – creating additional responsibility hearings.

4. Paragraph eleven: The language giving the district the right to waive minor irregularities is judgmental and needs different language.

The specific use of “minor irregularities” also carries a specific legal meaning. In compliance with the law, the District uses this concept in construction bid packages. Bidders and Staff are accustomed to this language, which allows Staff and the Board the ability to seek clarification on nonmaterial errors, omissions, typos and the like. Legal precedent and courts typically expect a straightforward and reasonable approach on handling nonmaterial errors, omissions and typos which are typically deemed and referred to as minor irregularities.

5. Paragraph thirteen: Change, Prequalified General contractors etc., to, each pre-qualified Construction Manager, each Prime Contractor, and each General Contractor must use prequalified Sub-Contractors at any tier.

See item 1 under Resolution – Proposed Changes.

6. Paragraph seven and eleven: Both paragraphs begin a contractor. For consistency the paragraph needs to read: Each construction manager, each Prime Contractor, each General Contractor and each Subcontractor at any tier shall, etc.

See item 1 under Resolution – Proposed Changes. In this regard the term contractor means the contractor completing the questionnaire which would be any applicable general or subcontractor.

Pre-qualification Questionnaire

1. D. Disputes: add, Provide a list of projects completed in the last five years. Question: If such a list is provided who would do the follow up for a recommended contractor? Suggest adding: Get a complete Contractors Licensee history from CSLB and if incorporated a history from the Secretary of State. (Will take about 10 days/cost $60, but will separate the good from the bad. Helps with follow-up) Who in the District would have the responsibility to complete A-H of the questionnaire?
In a separate section of the Prequalification (Part IV) Staff does require the six largest public works projects and three largest private works projects which the applicant has completed work in the last five years. Staff and Legal Counsel are not aware of the CSLB maintaining such records in terms of a five year history. Separating the “good from the bad” can be subjective and as a result the uniform rating system will be the tool to distinguish between qualified and nonqualified bidders. Staff certainly has the right under the prequalification process to verify the information provided by the applicant and to utilize any and all resources available including the CSLB. The responsibility ultimately falls on the Associate Superintendent of Facilities and Planning however the Senior Construction Manager and his staff will be responsible for conducting, maintaining, reviewing and scoring the applications.

2. **Question:** What about out of court settlements? Out of court settlements can be of a substantial amount.

*Section D. Disputes,* starting on page 10 of the questionnaire covers this in detail. Claims and lawsuits can settle out of court, but to Staff and Legal Counsel’s knowledge not without a claim being filed or asserted first. In order to make this clear Staff can amend Section D to include any settlement agreement(s) with a public or private entity including those not generated by a claim or as a result of legal proceedings.

3. **H. Prevailing Wage and Apprenticeship Compliance Record**

1. **Change:** Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm’s failure to comply with the State’s prevailing wage laws? **To:** Has there been any occasion during the last five years in which your firm was required to pay either back wages, fringe benefits or penalties, to an employee as a result of an out of court settlement, or with or without the involvement of an attorney, for your own firm’s failure to comply with the State’s prevailing wage laws. Note: For successful bidders the application should be verified with the Labor Commissioner.

Staff is comfortable amending the current language to include the suggested language however Staff’s recommendation would be for it to read: “Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties to an employee, or otherwise, for your own firm’s failure to comply with the State’s prevailing wage laws including, without limitation, payments as a result of an out of court settlement, regardless of whether the matter involved an attorney or the Department of Industrial Relations?” The modified language would include legal proceedings and mutual
settlements outside of legal proceedings. Fringe benefits are included and covered as part of the employee’s prevailing wage rate (The complete prevailing wage rate is made up of basic hourly wage, health and welfare wage, pension wage, vacation/holiday, etc.).

2. Add the same language as in 1.

Staff is comfortable amending this section in a similar fashion as described in item 1 immediately above.

3. Add the word “joint” in front of apprenticeship (JATC) Joint Apprenticeship Training Committee. Add the word by after the word contract. SPECIAL NOTE: Item number 3 should be given a large point value. For clarity, number 3 is suggested to read: Each construction Manager, each Prime Contractor, each General Contractor and each Subcontractor, at each tier, shall sign a statement stipulating that it employs apprentices, on its regular workforce and that for each apprentice able craft it employs on the Project, it will employ the applicable ratio of apprentices to journeymen, at least, as required by California Labor Code section 1777.5. Furthermore, the apprentices employed shall be properly indentured and participating in a Joint Apprenticeship Training Committee (JATC) approved by the California Apprenticeship Council (CAC). (“Apprentice Committee” mean those persons designated by the sponsor to administer the program. “Joint Committee” means a committee composed of an equal number of representatives of the employer(s) and of the employee represented by a bona fide collective bargaining agent(s).

Staff and Legal Counsel feel the use of “Joint” will expose the District to legal challenges as it becomes an exclusionary item based on a firm’s policies and organizational structure not on a firm’s ability to adequately construct a project, similar to item 6 under Pre-Qualification Process. In application, the specification by JATCs eliminates non-union contractors. As such Staff would recommend that item 3 remain as currently worded. However Staff is comfortable with adding a new item 4 that would read, “Please indicate by checking “yes” or “no” below if your firm stipulates that it will employ apprentices, on its regular workforce and that for each apprentice able craft it employs on the project, it will employ the applicable ratio of apprentices to journeymen, at least, as required by California Labor Code section 1777.5.” Points would be assigned based on checking yes or points deducted for checking no. Should the Board choose to add this language a clause would be included expressing that a “yes” response to this question will
require this practice to be adhered to if and when your firm is a successful bidder/subcontractor and awarded a contract on an applicable project.

4. Suggest eliminating number four completely as opposed to keeping it in and giving a higher point value to number three.

This criteria appears to have the effect of excluding or disfavoring contractors that do not operate their own apprenticeship program, whether they be union signatories or not. Therefore the recommended change of this criteria, aside from being a departure from the model questionnaire, would not favor or disfavor a contractor on the basis of operating its own apprenticeship program or utilizing another available State certified apprenticeship program.
ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No. 10

Board Agenda Item

Supplement No. ____________

Meeting Date: February 18, 2014

Subject: English Language Development (ELD) Instructional Materials Adoption

Department: Curriculum/Professional Learning

Action Requested:

The Board of Education is requested to take action to adopt the recommended series of instructional materials for the 7-12 English Language Development (ELD) instructional materials adoption.

Discussion:

The Curriculum/Professional Learning Department would like to request action by the Board of Education to adopt the following instructional materials. The materials were reviewed by the English/Language Arts and English Language Development steering committees, Elk Grove Unified high school teachers and administrators, the Curriculum Standards Committee, the Superintendent’s Cabinet, and were brought before the Board of Education for discussion at its February 4, 2014, meeting.

BASIC

Inside Common Core (Language, Literacy, and Content), Second Edition,
Levels: Newcomer, and A, B, C; Copyright 2014 by National Geographic School Publishing/Hampton Brown
(English/Language Arts Intervention/ELD, Grades 7-8)

Edge Common Core (Reading, Writing, and Language for High School), Second Edition,
Levels: Newcomer, and A, B, C; Copyright 2014 by National Geographic School Publishing/Hampton Brown
(English/Language Arts Intervention/ELD, Grades 7-12)

Financial Summary:

The cost of these new textbooks is planned for and budgeted in a multi-year textbook budget within Curriculum and Professional Learning Department. Based upon projected student numbers and projected costs of the instructional materials, $760,352 has been allocated for this expenditure.

Prepared By: Anna Trunnell
Division Approval: Mark Gerutti
Prepared By: Steven M. Ladd, Ed.D.
Subject: District Open Enrollment
Division: Secondary Education

Action Requested:
The Board is asked to receive and discuss a report summarizing Open Enrollment requests and take action to approve Open Enrollment transfers.

Discussion:

Placeholder

Financial Summary:

Prepared By: Christina C. Penna
Division Approval: Christina C. Penna
Prepared By: 
Superintendent Approval: Steven M. Ladd, Ed.D.
Subject: Arts Education Month

Action Requested:

The Board of Education is asked to review and adopt the resolution designating March 2014 as Arts Education Month.

Discussion:

The month of March has been designated Arts Education Month by the state of California. The role of visual and performing arts in the education of all students in California schools was firmly established with the passing of the State Board of Education policy on arts education in July 1989. The policy begins by stating, “Arts education, which includes dance, drama/theater, music, and visual arts is an integral part of basic education for all students in kindergarten through grade twelve...”

To support this policy, the State Board has again declared March as Arts Education Month, a time to celebrate the arts in our schools. Arts Education Month provides districts and schools with the opportunity to develop special activities and celebrations to focus on the value of the arts for all students and to give recognition to outstanding young artists. It also provides a vehicle by which community support for arts education can be generated. Numerous arts celebrations sponsored by national and state professional arts education associations are scheduled at this time of year and serve to support our spotlight on the arts in schools.

Financial Summary:
Not Applicable

Prepared By: Anna Trunnell
Division Approval: Mark Cerutti

Prepared By: Supported By: Steven M. Ladd, Ed.D.
ELK GROVE UNIFIED SCHOOL DISTRICT
ELK-GROVE, CALIFORNIA
RESOLUTION NO. 42, 2013-2014

PROCLAMATION
ARTS EDUCATION MONTH
MARCH 2014

WHEREAS, Arts Education, which includes dance, theater, music, and the visual arts, is an essential part of basic education for all students, kindergarten through grade twelve, to provide for balanced learning and to develop the full potential of their minds; and

WHEREAS, through well-planned instruction and activities in the arts, children develop initiative, creative ability, self-expression, self-reflection, thinking skills, discipline, a heightened appreciation of beauty, and cross-cultural understandings; and

WHEREAS, experience in the arts develops insights and abilities central to the experience of life, and are collectively one of the most important repositories of culture; and

WHEREAS, many national and state professional arts education associations hold celebrations in March focused on students’ participation in the arts; and

WHEREAS, these celebrations give California schools a unique opportunity to focus on the value of the arts for all students, to foster cross-cultural understanding, to give recognition to the state’s outstanding young artists, to focus on careers in the arts available to California students, and to enhance public support for this important part of our curriculum; and

WHEREAS, the California State Board of Education states in its Arts Education Policy adopted in July 1989 that each student should receive a high quality, comprehensive arts education program based on the adopted Visual and Performing Arts Framework for California Public Schools, Kindergarten Through Grade Twelve; now

THEREFORE BE IT RESOLVED, by the Elk Grove Unified School District, the month of March 2014 is designated as Arts Education Month, and that all educational sites be encouraged to celebrate the arts with meaningful student activities and programs that demonstrate learning and understanding in the visual and performing arts; and

BE IT FURTHER RESOLVED, that this resolution be distributed to all schools in the district.

______________________________________
Steven M. Ladd, Ed.D.
Secretary to the Board of Education
Subject: Women's History Month

Division: Curriculum/Professional Learning

Meeting Date: February 18, 2014

Action Requested:
The Board of Education is asked to review and adopt the resolution designating March 2014 as Women's History Month.

Discussion:
The month of March has been designated Women's History Month by the state of California. The History-Social Science Framework for California Public Schools emphasizes the role women have played in the economic, cultural, social, and political life of our nation.

Throughout the year, elementary and English teachers use pieces of literature where women assume traditional and non-traditional professional roles. In their classroom instruction, teachers also use novels written by female authors. In the areas of mathematics and science, information is shared throughout the year about famous female mathematicians and scientists. Staff members at school sites are careful to provide information about women in all roles in our society, drawing students' attention to the noted as well as the undervalued contributions that women have provided historically and in modern times.

By designating one month with a focus on Women's History, the Board of Education has the opportunity to communicate the value of such instruction.

Financial Summary:
Not Applicable

Prepared By: Anna Trunnell
Divison Approval: Mark Cerutti
Superintendent Approval: Steven M. Ladd, Ed.D.
ESTABLISHMENT OF WOMEN'S HISTORY MONTH

WHEREAS, women of every race and ethnic background helped found the nation in countless recorded and unrecorded ways as wives, mothers, homemakers, teachers, reformers, industrial workers, professionals, soldiers, pioneers, nurses, nuns, servants, and slaves; and

WHEREAS, women have played and continue to play a critical economic, cultural, and social role in every sphere of our nation's life by constituting a significant portion of the labor force working in and outside the home and as elected officials; and

WHEREAS, women have played a unique role throughout our history by providing the majority of the nation's volunteer labor force and have been particularly important in the establishment of early charitable, philanthropic, and cultural institutions in the country; and

WHEREAS, women of every race and ethnic background served as early leaders in the forefront of every major progressive social change movement, not only to secure their own right of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor union movement, and the modern civil rights movement; and

WHEREAS, the role of women in history has been overlooked and undervalued in the body of American and world history in the standard courses of study; and

WHEREAS, the History-Social Science Framework for California Public Schools, Kindergarten Through Grade Eight states that the history of community, state, region, nation, and world must reflect the experiences of men and women and of different racial, religious, and ethnic groups and that these studies be integrated at every grade level in the curriculum;

THEREFORE, BE IT RESOLVED by the Elk Grove Unified School District that the month of March 2014 is designated as Women's History Month, and that all educational sites be encouraged to commemorate this time with appropriate, well-planned activities; 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
Subject: 2014 California School Boards Association (CSBA) Delegate Assembly Election

Division: Board of Education

Meeting Date: 2-18-14

Action Requested: Vote for no more than three candidates for representatives to the California School Boards Association (CSBA) Delegate Assembly from Region 6, Subregion 6B by March 17, 2014, if the Board wishes to do so.

Discussion:

There are three candidates for delegates to the California School Boards Association Subregion 6B Delegate Assembly:

- Craig DeLuz (Robla School District)
- John Dexter (Twin Rivers Unified School District)
- Teresa A. Stanley (Folsom Cordova Unified School District)

* Denotes Incumbent

There is a write-in section on the ballot which requires the name of the person and the district.

See attached memo from the California School Boards Association.

Financial Summary:

Not applicable.

Prepared By: Arlene Hein

Division Approval: __________________________

Prepared By: __________________________

Superintendent Approval: Steven M. Ladd, Ed.D. __________________________
January 31, 2014

MEMORANDUM

To: All Board Presidents and Superintendents
   CSBA Member Boards of Education

From: Josephine Lucey, President

Re: 2014 CSBA Delegate Assembly Election
     U.S. Postmark Deadline – Monday, March 17, 2014

Enclosed is the ballot material for election of a representative to the CSBA Delegate Assembly from your region or subregion. The material consists of the ballot (on red paper), required candidate biographical sketch form, and if submitted, résumé for each candidate. In addition, we are including a “copy” of the ballot on white paper so that it may be included in board agenda packets, if you choose to do so. Only the ballot on red paper is to be completed and returned.

The board as a whole may vote for up to the number of vacancies in the region or subregion as indicated on the ballot. For example, if there are three vacancies in the region or subregion, the board may vote for up to three individuals. Regardless of the number of vacancies, each board may cast no more than one vote for any one candidate. (The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided.)

The ballot must be signed by the Superintendent or Board Clerk and returned in the enclosed envelope; if the envelope is misplaced, you may use your district’s stationery; please write DELEGATE ELECTION prominently on the envelope with the region or subregion number on the bottom left corner. Ballots must be postmarked by the U.S. Post Office on or before Monday, March 17. No exceptions are allowed.

Election results will be available no later than Tuesday, April 1. If there is a tie vote, a run-off election will be held. All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2014 – March 31, 2016. The next meeting of the Delegate Assembly is on Saturday, May 17 – Sunday, May 18 at the Hyatt Regency in Sacramento.

The names of all Delegates will be available on CSBA’s website no later than Tuesday, April 1. Please do not hesitate to contact Charlyn Tuter in the Leadership Services Department at (800) 266-3382 ext. 3281 should you have any questions. Thank you.
January 31, 2014

TRANSMITTAL

To: All Board Presidents and Superintendents
    CSBA Member Boards of Education

From: Charlyn Tuter, Sr. Administrative Assistant

Re: 2014 CSBA Delegate Assembly Election
     U.S. Postmark Deadline – Monday, March 17, 2014

Enclosed in this mailing you will find the following:

- Memo from CSBA President Josephine Lucey
- Return envelope U.S. Postmark Deadline – Monday, March 17, 2014
- Red ballot to be signed by Superintendent or Board Clerk
- List of the current Delegates in your region (reverse side of ballot)
- Copy on white paper of the red ballot for insertion in board packets
- Copies of each candidate’s biographical sketch and optional résumé, if provided

Please do not hesitate to contact me at (800) 266-3382 ext. 3281 should you have any questions.

Thank you.

Enclosures
Balloons should be returned in the enclosed envelope; however, should the envelope become misplaced; please use your stationery and return to:

CSBA
DELEGATE ASSEMBLY ELECTIONS
3251 BEACON BLVD.
WEST SACRAMENTO, CA 95691

On the bottom left corner of the envelope, write the region or subregion number (this number appears on the ballot at the top).
This complete, ORIGINAL Ballot must be SIGNED by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than MONDAY, MARCH 17, 2014. Only ONE Ballot per Board. Be sure to mark your vote “X” in the box. A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2014 DELEGATE ASSEMBLY BALLOT
SUBREGION 6-B
(Sacramento County)

Number of vacancies: 3 (Vote for no more than 3 candidates)

Delegates will serve two-year terms beginning April 1, 2014 – March 31, 2016

*denotes incumbent

☐ Craig DeLuz (Robla SD)
☐ John Dexter (Twin Rivers USD)
☐ Teresa A. Stanley (Folsom-Cordova USD)*

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District/COE Name

Date of Board Action

See reverse side for a current list of all Delegates in your Region.
Region 6 – Ellen Driscoll, Director (Rescue Union ESD)
19 Delegates (12 elected/7 appointed)

Below is a list of all the current Delegates from this Region.

Subregion A
Susan Lovenburg (Davis Joint USD), term expires 2014

Subregion B
Jeanette Amavisca (Elk Grove USD), appointed term expires 2015
Michael A. Baker (Twin Rivers USD) appointed term expires 2015
Pam Costa (San Juan USD) appointed term expires 2015
Priscilla S. Cox (Elk Grove USD), term expires 2015
Linda Fowler (Twin Rivers USD), term expires 2014
John Gordon (Galt Joint Union ESD), term expires 2015
Jay Hansen (Sacramento City USD) appointed term expires 2015
Susan Heredia (Natomas USD), term expires 2015
Lisa Kaplan (Natomas USD), term expires 2015
Lucinda E. Lutgen (San Juan USD), appointed term expires 2014
Edward Short (Folsom-Cordova USD), term expires 2015
Bobbie Singh-Allen (Elk Grove USD), appointed term expires 2014
Teresa Stanley (Folsom-Cordova USD), term expires 2014
Darrel H. Woo (Sacramento City USD), appointed term expires 2014
Vacant, elected term expires 2014

Subregion C
Misty DiVittorio (Placerville Union USD), term expires 2014
Suzanna George (Rescue Union ESD), term expires 2015

County Delegate
Bill Owens (Yolo COE), term expires 2014

Counties:

Yolo (Subregion A)
Sacramento (Subregion B)
Alpine, El Dorado, Mono (Subregion C)
2014 Delegate Assembly Candidate Biographical Sketch Form

DUE: Tuesday, January 7, 2014 (U.S.P.S.)

Mall to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | or fax 916.371.3407

Please complete, sign and date this required one page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state “see résumé” and please do not re-type this form. Any additional page(s) exceeding this one page candidate form will not be accepted. It is the candidate’s responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department. Late submissions will not be accepted.

Name: Chris Deluz
District or COE: Robla School District
Contact Number: 916-593-0284
Are you a continuing Delegate? [ ] Yes [ ] No. If Yes, how long have you served as a Delegate?
CSBA Region: Region 68
Years on board: Nine
E-mail: crdeluz@usmedgroup.net

CSBA’s Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

1. Accountability - By all accounts, the two most influential factors in a student's educational success are 1) Active and engaged parents and; 2) Prepared and motivated teachers. While we can only inform and encourage parents, we can hold teachers accountable. The includes rewarding them for innovation and hard work as well as working to help them improve in areas that challenge them.

2. Local Control - Decisions are made best closest to where the rubber meets the road. As a member of a small district board, I know the culture at every school site. I know the leaders of every school site council. This gives me the ability to see first hand the impact of our decisions on student success. We need to work to make sure that educational decisions are being made as close to the students as possible.

3. Student Success is THE Priority - Public schools' first priority is to educate students. They are not employment agencies. They are not centers for social engineering. We need to work with parent's and staff to make sure that student success is always put first.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA’s Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district or county office.

I am currently serving my fourth term as Board President. I also serve as our board's representative to the newly reconstituted County School Board's Association.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

I served eight years as a senior level staffer in the California State Assembly. And looking back on my time there, I honestly cannot remember one significant policy initiative spearheaded by CSBA that truly made a positive difference in public school education. Upon sharing this revelation to a fellow board members, they challenged me to become part of solution instead of just complaining about the problem.

As probably the largest group of local elected officials in the state, there is no reason why CSBA should not be the lead voice on education policy. I want to help make that happen.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: [Signature] Date: 1/17/2014
2014 Delegate Assembly Candidate Biographical Sketch Form

DUE: Tuesday, January 7, 2014 (U.S.P.S.)

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | or fax 916.371.3407

CSBA’s Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

1. Student Achievement – All students need to be career and college ready. Every student needs to be given the same opportunities for success. We need to provide programs and experiences that will enrich and broaden their education. When students are provided a solid educational foundation, they make better citizens.

2. Board Training – I would like to provide fellow Board members more training and a better understanding of the current funding formula. This will give all Board members an understanding of the process and allow them to make better decisions that will affect our schools.

3. CSBA Annual Education Conference – I would like to be able to help direct the classes that will give educational guidance to better prepare and train our school Board members.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA’s Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district or county office.

I’ve been active in getting parents’ and students’ voices heard in our District. We recently adopted a student Board member program as well as designated time at every meeting for community groups to communicate their concerns to the Board.

I have been involved with Grand Jury reports and reorganization of district-wide staff. I am currently in the process of developing district-wide community safety meetings that will address community safety concerns.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

I am a team player, focused, and passionate about our students. I am interested in using my professionalism and energy to effect positive change in our schools.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: ___________________________  Date: 1/6/14
2014 Delegate Assembly Candidate Biographical Sketch Form

DUE: Tuesday, January 7, 2014 (U.S.P.S.)

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | or fax 916.371.3407

Please complete, sign and date this required one page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state “see résumé” and please do not re-type this form. Any additional page(s) exceeding this one page candidate form will not be accepted. It is the candidate’s responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department. Late submissions will not be accepted.

Name: Teresa A. Stanley

CSBA Region: 6B

District or COE: Folsom Cordova Unified School District

Years on board: 17

Contact Number: 916-215-3830

e-mail: stanley@fcusd.org

Are you a continuing Delegate? ☑ Yes ☐ No. If yes, how long have you served as a Delegate?

CSBA’s Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

1) Gaining local control of resources and decision-making for districts: this is important because so many of the decisions for our local districts are made at the state and national level. While we applaud the new local control funding, districts must be vigilant to ensure that new funds do not bring new state mandates. The inclination of the legislation will be to put their moniker on their special interest programs. Those elected for the school boards need to be the ones to make these decisions.

2) Achieving funding that meets the needs of the students of California. There is no board member who does not understand the importance of this policy to the Association and districts statewide. We cannot allow the governor and legislature to congratulate themselves on school funding while we are still not even back to funding levels of six years ago, nor while we are funded lower than most other states in the nation!

3) Expanding opportunities for students that meet their need for success in a technological, globally connected society. While districts are making necessary reductions to programs, it is even more essential that we provide resources outside of the historical, typical educational model. It is important for the Association to promote boards’ interests in ensuring that no child has a throw-away school year because resources and opportunities are limited.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA’s Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district or county office.

For 20 years, I have been involved with local chambers of commerce, promoting educational interests and seeking partnership opportunities. I am the education liaison to the Folsom Chamber of Commerce Governmental Affairs Committee. I regularly meet with legislators and legislative staff (both state and federal representatives). I have participated for years in regular meetings between district board/staff and city councilmembers/staff, community college representatives, and recreation/parks personnel. I formed and served on a partnership for joint-use facilities to be shared by city, college, district and community members. I have been a board liaison to curriculum advisory committees. Previously, I was a regular contributor to local newspapers on education-related matters. I am a former youth sports coach, girl scout leader, and religious educator. I have been a career day participant and speaker, have volunteered for mock trial and peer court preparation, and have served as a reviewer/mentor for senior projects. I regularly participate in school reading days, youth sports and campus beautification activities. I have served as a WASC Focus Group participant.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

I have served on the Delegate Assembly for fifteen years and hope to continue being a voice for board members within an association that exists solely for helping districts provide educational resources to the children of California. I recently completed a two-year term of service on the CSBA Policy Platform Review Committee, which worthwhile effort resulted in a very positive revamping of the platform that has existed since I became a delegate. The Delegate Assembly directs the policy and direction of our statewide organization, and it is important to have strong voices within that group. I have the strength and commitment to present that voice. As a delegate, I have attended 100% of Delegate Assembly meetings for fifteen years. I have served on the Nominating Committee. I have presented both at CSBA and NSBA conferences. Early on in my board tenure, I obtained a Master of Boardmanship Award. I have had the pleasure of serving as a Golden Bell award evaluator. I have held the capacity of Governmental Relations Chair for fifteen years until that designation was changed. I have attended every legislative action conference in each of those years as well.

I appreciate the consideration and vote of your board to return for another term to the Delegate Assembly.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: ____________________________ Date: December 16, 2013
Subject: Approval of Minutes

Action Requested: Approve minutes of the regular board meetings held January 7 and February 4, 2014, and the special board meeting held February 11, 2014.

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. Resignation(s)

CLASSIFIED:

APPROVE:
1. New Hire(s) [9]
2. Leave(s) of Absence
3. Promotion(s)
4. Resignation(s)
5. Retirement(s)
6. Returning from Leave(s) of Absence
7. Returning from the Reemployment List

Financial Summary:

Prepared by: Bindy Grewal, Ed.D
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 10, 2014 through January 23, 2014.

Discussion:  
The Purchase Order History and Cost Modifications for the month January 10, 2014 through January 23, 2014 are listed below. The purchase orders are on file in the Purchasing Department if you wish to review them.

Encumbrances:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Purchase Orders Issued</th>
<th>Purchase Order Encumbrance Costs</th>
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</thead>
<tbody>
<tr>
<td>01 General Fund</td>
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<tr>
<td>09 Elk Grove Charter School Fund</td>
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<td>11 Adult Education Fund</td>
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<td>13 Food Nutrition Services Fund</td>
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<td>35 State School Facilities Construction Fund</td>
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<td>67 Self Insurance Fund</td>
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Total Encumbrances $706,457.16

Modifications:

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<td>35 State School Facilities Construction Fund</td>
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Total Modifications $133,145.14  
Financial Summary Grand Total $839,602.30

Prepared By: Ruth Dew  
Division Approval: Rich Fagan  
Prepared By: Ruth Dew  
Superintendent Approval: Steven M. Ladd Ed.D.
Subject: Warrant Register No. 7
All funds: January 1, 2014 – January 31, 2014

Department: Fiscal Services

Action Requested:

Approve Warrant Register No. 7 – Warrant Numbers 956877-958349, 293191-295006

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. 7 – Warrant Numbers 956877-958349, 293191-295006

See attached report for Warrant Registers No. 7 expenditures.

Financial Summary:

Total expenditures for all funds from January 1, 2014 – January 31, 2014 are $68,437,642.04

Prepared By: Shelley Clark
Prepared By: Carrie Hargis
Division Approval: Rich Fagan
Superintendent Approval: Steven M. Ladd, Ed.D.
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**Notes:**
- The financial data is presented in a tabular format with columns for various financial categories such as revenue, indirect costs, and capital expenditure.
- The table is used to report financial information for a specific period.
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**Account Payable:**

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**Account Payable Warrants Fund 25**
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**Fund: 36**

**State School Facilities Construction Fund**

**Reporting Period:**

**Warrent Register No.:**

**Grand Total:**

**(Cancels):**

**Totals:**
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**Reconciling Entries:**
- **Revenue**
- **Operating Exps**
- **Indirect Costs**
- **Capital**
- **Supplies**
- **Books & Other**
- **Employee**
- **Services**
- **Salaries**
- **Contributed**

**Account Numbers:**
- **Fund:** 47
- **Warrant No.:** 7
- **Report Period:** 1/1/2023 - 6/30/2023

**Warrant Register No.:** Mello Rothschild Sales Proceeds
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<th>Account Payable</th>
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<th>Total Revenue</th>
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Subject: Ratification of Contracts

Department: Fiscal Services

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

Discussion:

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

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

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

Prepared By: Carrie Hargis
Division Approval: Rich Fagan
Prepared By:  
Superintendent Approval: Steven M. Ladd, Ed.D.
## February 18, 2014 Board of Education Meeting
### Agenda Item – Ratification of Contracts
Contracts under bid limit authorized 1/16/14 - 1/30/14

<table>
<thead>
<tr>
<th>Agreement With</th>
<th>Services Provided</th>
<th>Term of Agreement</th>
<th>Department</th>
<th>Funding Source</th>
<th>Amount</th>
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<tr>
<td>1. Center for Evaluation and Research, LLC</td>
<td>Making Math Meaningful (M²) program evaluation</td>
<td>7/1/13 – 1/31/14</td>
<td>Curriculum/ Professional Learning</td>
<td>M² grant</td>
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<td>2. Discovery Education</td>
<td>Internet access to Discovery Education</td>
<td>1/7/14 – 1/6/15</td>
<td>Secondary Education</td>
<td>Elk Grove Charter School</td>
<td>$3,150</td>
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<td>3. Integrity Pool Service</td>
<td>Weekly pool service at Jessie Baker School</td>
<td>10/1/13 – upon 30 days cancellation notice</td>
<td>Special Education</td>
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<td>$3,480</td>
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Subject: Contract for 2014 High School Graduation

Division: Secondary Education

Meeting Date: February 18, 2014

Board Agenda Item

Subject: Contract for 2014 High School Graduation

Division: Secondary Education

Action Requested:
The Board is asked to review and approve a contract with Sleep Train Arena for the 2014 comprehensive high school graduations.

Discussion:
Sleep Train/Arco Arena has been used every year since 2004 as the location for all comprehensive high school graduation ceremonies. The attached contract covers the use of the Arena for 2014 graduations for the nine comprehensive high schools.

The fee for use of the Arena will be $80,000, which includes normal staffing and equipment. Any additional staffing the Arena requires due to the size of the crowds, costs for lighting and stagehands, and fees for the rental and installation of the ADA ramp to the graduation stage will be additional. Per this agreement, the Elk Grove Unified School District will have use of the Arena from Tuesday, May 27 through Friday, May 30th for initial set-up and for break-down of district-owned equipment and supplies.

The cost of the Arena rental is covered from three separate revenue sources. First, in order to offset the annual cost of the use of Sleep Train/Arco Arena, each school sells tickets to the graduation event. Each graduate is afforded 6 tickets free of charge and if the family desires additional tickets, they may purchase them for $7 apiece. Each year the total amount of ticket sales from all schools combined is calculated and schools receive back 40% of the total, divided equally among the nine high schools. In 2012-2013 a total of $122,922 in ticket sales was generated, of which $49,169 was returned to the schools. The remaining revenue of $73,753 was applied to the rental of Sleep Train.

Secondly, each school is provided with a small site budget for graduation, approximately $3,740 per site, totaling $31,230 for the district. These dollars are also applied to Arena expenses. The third and final source of funding allocated for graduation is $40,000 from the district’s general fund. In 2013, the amount available for graduation expenses from all sources totaled $144,983.

For the 2013 graduations, the total cost of Sleep Train/Arco including lighting, ADA ramp costs and additional staffing deemed necessary by the Arena was $91,211. An additional $25,838 was spent on other costs, such as transporting school bands to and from the Arena, purchasing flowers and supplies for the large stage floral arrangements, and paying the cost of Sacramento Sheriff’s Deputies who provide security oversight at each ceremony. The total cost for the nine comprehensive graduations last year was $117,049. When this actual cost of high school graduations ($117,049) was subtracted from the total amount allocated ($144,983), a balance of $27,933 remained. These moneys were returned to the general fund.
If this $27,933 balance were applied to the $40,000 contributed from the general fund, the true combined cost of all comprehensive high school graduations to the district’s general fund was $12,067. This year, as in the past, the school sites will sell tickets; 40% of the ticket moneys will be returned to support student activities at the school sites.

Sleep Train/Arco has proven to be an effective and efficient venue for graduations by being able to accommodate all friends and family members who wish to attend, by allowing each school to present a unique ceremony reflective of their school community, and by centralizing our planning, set-up, and security and safety oversight in one venue.

**Financial Summary:**

Prepared By: Christina C. Penna  
Division Approval: Christina C. Penna

Prepared By:  
Superintendent Approval: Steven M. Ladd, Ed.D.  
148.0114.0227
SLEEP TRAIN ARENA LICENSE AGREEMENT

The License Agreement ("The Agreement") is made and entered into this 14th day of October, 2013 by and between Kings Arena Limited Partnership, L.P., a California Limited Partnership (herein called "LICENSOR") and Elk Grove Unified School District (herein called "LICENSEE").

WHEREAS, LICENSEE has requested to use certain facilities located at the Sleep Train Arena, One Sports Parkway, Sacramento, California (the "Arena"); and

WHEREAS: LICENSOR, in consideration of the covenants and agreements herein contained, and of their faithful performance by the LICENSEE, agrees to furnish said facilities during the hours and upon the dates and subject to the conditions, covenants and agreements hereinafter specified.

NOW, THEREFORE, LICENSOR and LICENSEE agree as follows:

1. Basic Terms and Conditions.
   
   A. Premises: Sleep Train Arena, One Sports Parkway, Sacramento, California 95834.
   
   Purpose: LICENSOR hereby grants permission to the following LICENSEE

   | LICENSEE:   | Elk Grove Unified School District |
   | TRADE NAME: | Elk Grove Unified School District |
   | ADDRESS:    | 9510 Elk Grove-Florin Road         |
   |             | Elk Grove, CA 95624              |
   | PHONE NUMBER: | (916) 686-5085                 |
   | FAX NUMBER:  | (916) 686-7796                  |

   to use and occupy the Arena and the Facilities, as provided in paragraph 2 below, utilizing the trade name designated above, for the following purpose(s) (the "Event") and no other, and LICENSEE agrees to pay for use of the Pavilion and Facilities the fee(s) as provided herein.

   Event: Nine (9) Elk Grove Unified School District High School Graduations
   
   Day/Time/date: Tuesday, May 27, 2014 - Friday, May 30, 2014
   
   License Fee: $80,000 (Includes Normal Staffing and Audio)

   Additional Fees: The LICENSEE shall also pay LICENSOR for all services, other than normal staffing, and equipment rendered or provided for LICENSEE’S use of the Arena grounds and Facilities including but not limited to video, catering, rental equipment, stagehands and any other services or equipment required except as otherwise agreed. LICENSOR shall supply appropriate documentation of additional fees for LICENSEE’S review.

   Payment of Fees: Within 10 business days of the Event

   Special Conditions: The date of this event may be changed by the LICENSOR if it conflicts with a NBA playoff game.

2. Facilities. Subject to all of the terms and conditions of this License, the LICENSEE may use the Premises described in paragraph 1A above, including corridors necessary to accommodate patrons, and any permanent seating at present a part of the Arena, together with such regularly provided heat, water, light and janitor services as may be required for the use of the Arena for the stated purpose. The Arena and all of the facilities and services described in this paragraph 2 shall be collectively referred to herein as the "Facilities." For the use of any facilities or services not specified in this License, LICENSEE shall pay the amount as determined by LICENSOR.

3. Settlement. Unless otherwise mutually agreed, the LICENSOR and the LICENSEE shall settle their mutual
accounts within 10 days of the LICENSEE'S use of the Facilities.

4. Liability Insurance. At its own expense, the LICENSEE shall procure and maintain comprehensive general liability insurance with broad form contractual liability coverage and with coverage limits of not less than $2,000,000 combined single limit, per occurrence, including coverage for deprivation of civil rights or civil liberties, sexual harassment, defamation of character, libel, slander and other similar causes of action. At its own expense, the LICENSEE shall also procure and maintain property insurance covering any peril generally included in the classification "all risks" covering all merchandise, improvements made by LICENSEE, and personal property owned or leased by LICENSEE and located in the Premises, in an amount not less than ninety percent (90%) of their full replacement cost. These limits shall not limit the indemnities under Paragraph 5. All insurance shall be written with a company bearing a Best rating of not less than A:XII, and the LICENSOR and its partners, agents and employees shall be named as insured parties on such insurance. All such insurance shall include contractual liability coverage for the LICENSEE'S obligations under this LICENSEE and shall include a waiver of subrogation rights (by both LICENSEE and LICENSEE'S insurer) against both LICENSOR and LICENSOR'S insurer(s). The LICENSEE shall also procure and maintain workers' compensation insurance as required by law. The LICENSEE shall deliver to the LICENSOR certificates of all such policies not later than thirty (30) days prior to the Event. While the Licensee continues in effect, such insurance shall provide for notice by the insuree carrier to the LICENSOR on non-payment of premiums, and shall provide that such insurance will not be canceled, reduced or released except upon thirty (30) days' prior written notice to the LICENSOR. The LICENSEE shall promptly pay when due the cost of all such insurance and if the LICENSEE fails to do so, the LICENSOR may, at its option, pay the same and the LICENSEE shall reimburse the LICENSOR therefore either immediately upon demand, or as an additional fee as described in paragraph 1 above.

5. Indemnity.

A. The LICENSEE shall indemnify, defend and hold harmless the LICENSOR and its partners, agents, employees and representatives (collectively, the "Indemnitees") against any liabilities, demands, claims, costs, losses, damages, recoveries, judgments, settlements and/or expenses (including, without limitation, interest, penalties, attorneys' fees (including incident to any appellate proceedings), accounting fees, expert witness fees, costs and expenses) incurred by Indemnitee(s), whether known or unknown, contingent or otherwise, directly or indirectly arising from or related to:

(1) All damage, loss, cost or expense that Indemnitees may sustain on account or as a result of any damage to or destruction of any property of the LICENSOR, the LICENSEE, or any other person; so long as arising incident to or as a result of this Agreement or the relationship between LICENSOR and LICENSEE;

(2) Any misrepresentations, breach of warranty, or the non-fulfillment of any obligation or covenant made by LICENSEE in this Agreement;

(3) Any fault or negligence by LICENSEE or its officers, directors, agents, employees or representatives; or

(4) Any non-compliance, by the LICENSEE or by its agents, employees, invitees, or patrons, with any term, condition, requirement, restriction or limitation imposed by or contained in LICENSOR'S Rules and Regulations;

(5) Any injury to or death of any persons as a result of, arising out of, or in any way connected, directly or indirectly, with the use or occupancy, by the LICENSEE or by its agents, employees, invitees, or patrons, of the Facilities or of any of the LICENSOR'S other facilities.
B. The LICENSEE and its agents, employees and representatives shall conduct their activities on or about the Premises so as not to endanger any person or property. The LICENSEE will not do or permit to be done anything on or about the Premises, which will conflict with the conditions of any insurance policy covering the Premises or the Arena or property kept therein, or in any way increase any rate of insurance on the Premises or the Arena, or on any property kept therein.

C. The LICENSEE, without the written consent of the LICENSOR, shall not put up or operate any engine, motor or machinery, or use burning fluids, camphene, kerosene, propane, naphtha, or gasoline for any purpose or any agent other than electricity for illuminating the Premises.

D. In the event that any claim, demand, action, or cause of action is initiated, filed or asserted by a third party against LICENSOR, which claim(s) arise or result, directly or indirectly, from this Agreement or from the relationship established between LICENSOR and LICENSEE pursuant hereto, LICENSEE shall, notwithstanding any other provision herein to the contrary and notwithstanding the terms and conditions of any insurance acquired by LICENSEE pursuant hereto, reimburse LICENSOR and LICENSOR’S insurer for any costs or expenses which are incurred as a result of such claim, demand, action, or cause of action.

E. Notwithstanding the foregoing or anything to the contrary contained herein, and notwithstanding the obligation of LICENSEE to pay for the costs of the defense of any legal action, including arbitration, which obligation shall include attorneys’ fees reasonable incurred therefore, Indemnitees shall be entitled to select such counsel and to conduct such defense as they or any of them shall deem reasonable and appropriate.

F. LICENSOR and LICENSEE specifically acknowledge and agree that this paragraph 5, in its entirety, shall survive the expiration or earlier termination of this Agreement.

6. Extra Personnel. The LICENSOR retains the exclusive right to determine the number, type and source of all personnel that shall be required for the Event, including, without limitation, those whose services shall be reimbursed by LICENSEE pursuant to paragraph 1 above.

7. Abandoned Property. If the LICENSEE fails to remove any of its property from the Premises by the time specified in paragraph 24 below, the LICENSOR may store the same and have a lien upon it for additional fees, as provided in paragraph 24 below, and/or reasonable charges of handling and storing such property. The lien shall attach to the property when the LICENSOR begins to store it. The LICENSOR shall have the right to satisfy its additional fees for handling and storage charges by selling the property after giving the LICENSEE written notice by certified mail at the LICENSEE’S last known address at least thirty (30) days before the sale. The proceeds of the sale shall first be applied to payment of expenses of the sale and then to the handling and storage charges. Any excess shall be applied first to any unpaid fees or expenses accrued by the LICENSOR on behalf of the LICENSEE under this License and then the excess, if any, shall be paid to the LICENSEE.

8. Event Requirements. The LICENSEE shall file with the LICENSOR, at least ten (10) days prior to holding the Event, a full and detailed outline of all facilities required, all stage requirements, the hall and chair set up and other such information as may be required, by the LICENSOR concerning the Event.

9. Compliance with Laws. The LICENSEE shall comply with all applicable laws, charters, codes, ordinances, rules and regulations of the United States (including but not limited to, all the requirements of the Americans with Disabilities Act as it applies to places of public accommodation and to employers), the State of California, the County of Sacramento and the City of Sacramento, and the LICENSOR’S Rules and Regulations and shall not do or suffer to be done on the Premises any act or omission in violation of applicable laws, rules or regulations. The LICENSEE hereby acknowledges and agrees that it has received and reviewed a copy of LICENSOR’S Rules and Regulations.
10. **Permits and Licenses.** The LICENSEE shall obtain all permits or licenses required with respect to the Event by any applicable laws, charters, codes, ordinances and rules and regulations.

11. **Defacement of Property.** The LICENSEE shall not do, or cause or permit to be done, upon the Premises or in the Arena anything that will tend to injure, mar or in any manner deface the Premises, the Arena or any property therein, and will not drive or install or cause or permit to be driven or installed any nails, hooks, tacks or screws into any part of the Arena buildings and will not make or cause or allow to be made any alterations of any kind on the Arena buildings or any equipment of the Facilities.

12. **Advertising.**

A. The LICENSEE hereby grants and conveys to the LICENSOR permission and authority for the LICENSOR to use the name(s), trademarks, trade names, copyrights, logos, service marks and other intellectual property rights (collectively, the "Marks") of LICENSEE and of any entertainer(s) whose services form the basis for this License, so long as such use of the Marks is intended to promote, market or advertise the Event.

B. The LICENSEE may distribute or circulate, but not sell, advertising materials or programs (but no food, beverage or other merchandise) at the entrance to the Premises, or in or about any area of the Arena approved by the LICENSOR, provided that such advertisements or programs pertain to the immediate attraction for which this LICENSE is granted. All advertising of the Event, regardless of the means or manner of such advertising, is subject to the LICENSOR'S review and approval, and no advertising will take place that has been specifically disapproved by the LICENSOR.

13. **Broadcasting.** No performance or event presented in the Arena shall be broadcast or televised or in any manner recorded for reproduction without the prior written consent of the LICENSOR. As a condition to granting consent to radio or television broadcasting or recording of the Event, the LICENSOR reserves the right to receive a portion of any income receivable by the LICENSEE from the broadcasting or recording, in an amount to be agreed upon.

14. **Utilities and Utility Connections.** As part of the Facilities, the LICENSOR shall furnish, at the LICENSOR'S expense, reasonable heat or air conditioning for the Premises, such electric power as is available through installed fixtures and outlets, house lighting, water by means of regularly installed fixtures for toilet and drinking purposes only and routine janitorial service. The LICENSOR shall not be liable for any delays, failures or accidents, which may affect such services and facilities. Unless otherwise authorized by the LICENSOR, all plumbing, electrical or carpentry work required to be done on the Premises or the Arena in connection with the LICENSEE'S use shall be done or furnished by a contractor approved by the LICENSOR. The LICENSEE shall pay such a contractor for such work on the basis of the rates on file in the LICENSOR'S business office.

15. **Civil Rights.** The LICENSEE shall not discriminate against any employee or any applicant for employment because of race, national origin, color, religion, ancestry, sex, age or physical handicap not related to job performance, and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public. The LICENSEE shall be solely responsible for compliance with the provisions of the Americans With Disabilities Act concerning employers and places of public accommodation, including, but not limited to, the furnishing of auxiliary aids and services to the Event's audience or participants and the removal of architectural and communications barriers, unless the removal of such barriers is solely within the control of the LICENSOR.

16. **Opening Hours.** The LICENSEE must be ready, willing and able to open the doors for admission of the public to each performance at the advertised time, unless otherwise approved by the LICENSOR. The opening of entrance doors to the public shall be in the sole control of the LICENSOR.
17. Occupancy, Disruption and Cancellation of License.

A. Any natural disaster, fire, war, rebellion, scarcity of water, riot, labor dispute, scarcity of labor, failure of carriers to transport or furnish facilities for transportation or any order of any governmental agency or any other unforeseeable event beyond the LICENSOR'S control which shall prevent the LICENSOR from providing the Facilities to the LICENSEE for its use on the date or dates specified shall excuse the LICENSOR from its obligations under this License. The LICENSEE shall pay for the use of the Facilities up to the time the LICENSOR is unable to further provide the use of the Facilities. In any of the circumstances listed in this paragraph, the LICENSOR shall not be liable to the LICENSEE because the LICENSEE is not able to use the Facilities.

B. Any of the events listed in the previous subparagraph 17A beyond the LICENSEE'S control that prevent LICENSEE from using the Facilities on the date or dates specified shall excuse and relieve the LICENSEE from its obligations under this License to the extent such events prevent the LICENSEE from using the Facilities. In any of such circumstances, the LICENSEE shall not be liable to the LICENSOR because the LICENSEE is not able to use the Facilities; provided, however, the LICENSEE shall pay for the use of the Facilities for the time the LICENSEE is able to use the Facilities.

C. Subject to this paragraph 17 for events beyond the LICENSEE'S control, if the LICENSEE shall cancel this License, the LICENSOR shall have all of the remedies specified in paragraph 20 of this License.

D. The LICENSOR has the unqualified right to cancel this License at any time without refunding any money paid thereunder, and without paying for any loss or damage to the LICENSEE, if the LICENSEE has misrepresented in any manner or in any degree the type or nature of the Event, if such misrepresentation in any manner influenced the LICENSOR to enter into this License. The LICENSOR hereby agrees that the LICENSOR is the sole judge of whether or not such misrepresentations did so influence it in entering into this License. The LICENSEE agrees to pay to the LICENSOR any and all amounts necessary to reimburse the LICENSOR for any losses, including foregone income, incurred by the LICENSOR in reliance upon representations of the LICENSEE.

18. General Conditions

A. Unless otherwise specified in writing, the LICENSOR shall have the right to schedule other similar events both before and after the dates of the Event provided for in this License Agreement without notice to the LICENSEE.

B. All stage dimensions and placement, platforms and towers and special rigging requirements will be approved by LICENSOR prior to move-in.

C. No additional seating may be added beyond approved seating set-up without written approval by LICENSOR.

D. The LICENSEE shall be responsible for keeping all exits and aisles clear and free of obstructions at all times.

E. When stage lighting is not sufficient to illuminate the audience, the level of illumination in the seating area must be maintained at a level sufficient to assure surveillance and safety of the audience. When a blackout is necessary in the production, its duration will be kept to an absolute minimum. Light levels will be under the control of the LICENSOR'S House Electrician who will be under the direction
supervision of LICENSOR.

F. A list and inventory of all souvenir and novelty items to be sold will be submitted by the LICENSEE to the LICENSOR for approval at least seven (7) days before event.

G. The LICENSEE is liable for, unless appropriately exempted, and shall pay, any and all municipal, county, state or federal taxes which are required to be paid with respect to the Event, whether in the nature of a sales tax, amusement tax, occupation license or any other kind of tax or fee, whether arising from the sale of tickets or the employment or engagement of persons or agencies to provide a service in support of the use of the Arena by the LICENSEE. Further, the LICENSOR is hereby granted a lien upon both all money taken in from the sale of tickets to the Event and the License Deposit, with the right to take from such money such sum as is necessary to pay for any taxes or fees or any other liability incurred by the LICENSEE in connection with this use of the Arena under this License.

H. The LICENSOR’S authorized representative will have complete charge and authority over the Event. The LICENSEE, its agents and employees shall cooperate with the LICENSOR’S authorized representative. The City or County of Sacramento Fire, Police and/or Sheriff Department Supervisors assigned by the LICENSOR may take all necessary precautions to avoid any and all disturbances to the extent of cancellation prior to the performance or termination of the performance in progress should it become necessary to ensure the safety of the public or property. The LICENSOR’S decision in all matters pertaining to this paragraph will be final. The LICENSOR shall not be responsible for any damage to property or injury to or death of any persons as a result of any such disturbance or any actions taken to avoid or control any such disturbance or for any losses incurred by the LICENSEE due to the cancellation or termination of a performance necessary to ensure the safety of the public or property.

I. The LICENSEE or its authorized representative must remain on the Premises as long as the licensed portion of the Arena building is open to the public.

J. The LICENSOR and the LICENSEE acknowledge that in entering this License Agreement and License they are not in any way partners or joint ventures or in any way jointly interested in any mutual enterprise, but are to each other LICENSOR and LICENSEE, respectively, and occupy that status only.

K. Regular concessions will be open for the event, however alcohol will not be served.

19. **Default.** The following shall be events of default:

   A. Cancellation of the License by the LICENSEE except in case of one of the events specified in paragraph 17A beyond the LICENSEE’S control.

   B. Default in payment - failure to pay any amount specified within ten (10) days after it is due.

   C. Default in other promises - failure to comply with any other term or condition or to fulfill any obligation of the LICENSEE under this License (other than the payment of amounts specified) or failure to comply with LICENSOR’S Rules and Regulations, within ten (10) days after written notice to the LICENSEE specifying the nature of the default.

   D. Insolvency - Insolvency of the LICENSEE, an assignment by it for the benefit of creditors, the filing by it of a voluntary petition in bankruptcy, an adjudication that it is bankrupt or the appointment of a receiver of its properties or the filing of an involuntary petition of bankruptcy.
20. Remedies of Default.

A. In the event of a default, the LICENSOR may, at its option and without waiving any other rights to which it may be entitled, terminate this License by giving the LICENSEE three (3) days' written notice.

B. If this License is terminated by the LICENSOR'S election or otherwise, the LICENSOR shall, inter alia, be specifically entitled to the following remedy:

To recover all consideration to be paid by the LICENSEE under the terms of this License, to recover all reimbursable expenses incurred by the LICENSOR for the LICENSEE'S account in connection with this Agreement, and to seek all actual damages that the LICENSOR may suffer as a result of any default. The foregoing remedy shall be in addition to and shall not exclude any other remedy available to the LICENSOR at law or in equity.

C. Upon default by the LICENSEE, the LICENSOR shall have the right to remove all persons and property therefrom.

21. Attorneys' Fees. If a suit, action, proceeding, including an arbitration proceeding, is instituted by either party arising out of this License, the prevailing party in such suit, proceeding or action shall be entitled to, in addition to costs and disbursements, such additional sum as the Court may adjudge reasonable for attorneys' fees to be allowed at the trial and in any appeal therefrom.

22. Discretionary Matters. The decision affecting any matter not herein expressly provided for shall rest solely within discretion of the LICENSOR. All rights, including intellectual property rights, not expressly conveyed pursuant hereto, are retained by the party owning or otherwise entitled to such rights.

23. Agreement Contents: Modification: Authority. This License consists of this License Agreement and the LICENSOR'S Rules and Regulations, which are incorporated herein by this reference, and embodies the entire agreement of the parties hereto. There are no other understandings or agreements, written or oral, between the parties relating to the subject matter hereof. No alteration or modification of terms hereof shall be valid unless made in writing and signed by authorized representatives of the parties hereto. Each of the individuals executing this License Agreement certifies that he or she is duly authorized to do so.

24. Expiration of License. At the expiration or termination of this License, the LICENSEE shall surrender the Premises and the Facilities and return to the LICENSOR all equipment and additional facilities procured from the LICENSOR; and the Premises, the Facilities and all equipment and additional facilities shall be in as good condition and state of repair as before the LICENSEE'S use, except for acts of God and wear from ordinary use. On or before midnight on Thursday, May 30, 2013, the LICENSEE shall remove all of its property from, in, on or about the Premises. The LICENSOR reserves the right to remove from the Premises all effects of whatever nature left by the LICENSEE after the expiration or termination of this License and, at the LICENSOR'S option, to charge additional license fees at the per day rate stated in this License Agreement, if the LICENSEE fails to immediately remove such effects after the LICENSOR gives written notice to the LICENSEE to do so. The LICENSEE agrees to pay the LICENSOR any amounts incurred by the LICENSOR to remove and/or store any effects left by the LICENSEE after expiration or termination of this License Agreement.

25. Severability. If any term, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this License Agreement shall remain in effect.


A. This agreement constitutes the entire understanding between the parties with respect to the subject
matter hereof and supersedes any and all prior negotiations, understandings or agreements in regard thereto. Any dispute(s) or difference(s) which arise during the course of this Agreement and which either involve its interpretation or meaning, or relate to performance required hereunder shall be submitted to and resolved by binding arbitration, provided, however, that the parties are not waiving and are expressly reserving their right to seek injunctive relief by judicial process. Nevertheless, the parties may, by subsequent consent, agree to submit requests for injunctive relief to an arbitrator or arbitration panel.

B. If either party shall, in the opinion of the other, be in breach of or default in the performance of any term or condition of this Agreement, the non defaulting party shall notify the defaulting party in writing of such fact, and the defaulting party shall have ten (10) days from the receipt of such notice to remedy or correct such breach or default. If the non defaulting party asserts that the breach or default has not been timely and properly cured, it may commence arbitration as described herein and ask the arbitrator to deem this Agreement terminated and/or to grant such relief as is shown to be appropriate.

C. In the event the parties are unable to agree upon an arbitrator to hear or resolve their differences (hereinafter the "Dispute"), each party shall designate one person licensed as an attorney in California. Said two attorneys shall select the neutral arbitrator. Unless agreed upon by the parties to the contrary, arbitration shall be by a single, neutral arbitrator (hereinafter the "Arbitrator")

D. If the two attorneys designated in the immediately preceding paragraph cannot agree on the selection of the Arbitrator, the matter of the selection of the Arbitrator shall be submitted to the presiding judge of the Sacramento County Superior Court. In such event, the selection shall be limited to one person from a panel of retired judges, each party hereto submitting three names for the court to consider and from which the Arbitrator shall be selected.

E. The Arbitrator shall have the full and absolute authority to interpret this Agreement, to deem conduct by the parties as either in compliance with or in breach of this Agreement, to terminate this Agreement, and (if a breach is found) to award appropriate damages or relief.

F. The Dispute shall be settled in accordance with then existing California substantive law. While evidence may be accepted, omitted, considered or excluded in the discretion of the Arbitrator, the Arbitrator shall be bound by the California rules of evidence and by the California Arbitration Act (CCP 1280 et seq.). The final decision of the Arbitrator shall be served on the parties, in writing, within 20 days after the conclusion of the arbitration hearing.

G. The Arbitrator's decision shall be binding and conclusive. Neither party shall pursue, prosecute or otherwise file any legal action or proceeding (other than to seek injunctive relief as described above). Except as provided in CCP 1286.2, no appeal shall be taken from the Arbitrator's decision or from any subsequent court order confirming said decision.

H. The parties shall equally advance the costs incurred by arbitration. The Arbitrator, however, shall have the discretion to award such costs as well as attorneys' fees to the party prevailing in the arbitration proceedings.

27. **Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed duly given if personally delivered or if sent by telex, telecopy, facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested. Notices delivered personally or by telex, telecopy or fax shall be deemed communicated as of the date of receipt. Mailed notices shall be deemed delivered three days after deposit in the mail. Notices as required hereunder shall be addressed to the parties as follows:
LICENSEE:
Elk Grove Unified School District
9510 Elk Grove-Florin Road
Elk Grove, CA 95624
Attention: Libby Sidhu
Telecopier No.: (916) 686-7796

LICENSOR:
Kings Arena Limited Partnership, L.P.
One Sports Parkway
Sacramento, CA 95834
Attention: John Rinehart
Telecopier No.: (916) 928-8133

28. **Headings.** The paragraph headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

29. **Governing Law.** This Agreement has been negotiated, executed and delivered in the State of California and will be construed and interpreted according to the laws of California.

30. **Assignment.** Neither this License nor any of the rights of the LICENSEE hereunder may be assigned, hypothecated or sub licensed in whole or in part without the written consent of the LICENSOR. Except as restricted by the preceding sentence, this License and all of the terms and conditions contained herein shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

31. **Conditions for Acceptance.** This License shall have no force or effect whatsoever and shall not be binding unless and until the LICENSEE accepts the same by signing in the space provided and returning it to the LICENSOR at the address set forth herein on or before May 1, 2013, accompanied by (i.) any deposit(s) and fee(s), as specified above, that are required to be paid upon execution and delivery of this instrument, and (ii.) any required evidence of insurance, and the LICENSOR has accepted the License by signature of its authorized representative. If this License is not accepted, all deposits shall be returned immediately to the LICENSEE, except those amounts paid for reimbursable items for which liability has been incurred. Upon acceptance, the LICENSEE covenants and agrees to faithfully perform or abide by each and every provision, condition, restriction and limitation of this License Agreement. Failure to perform or abide by any such provision, condition, restriction or limitation shall be cause to terminate this License Agreement and all the LICENSEE’S rights hereunder.

32. **Authority to Sign.** If LICENSEE is a corporation or limited liability company, the person or persons executing the Agreement on behalf of LICENSEE covenant and warrant as of the date that LICENSEE executes and delivers this Agreement that: (a.) LICENSEE is a duly constituted corporation or limited liability company, as appropriate, and qualified to do business in California, (b.) LICENSEE has paid all applicable taxes and fees to the State of California, (c.) LICENSEE will file when due all future forms, reports, fees and other documents necessary to apply with applicable laws, and (d.) the signatories signing on behalf of LICENSEE have the requisite authority to bind LICENSEE pursuant to LICENSEE’S organizational documents.
Dated at Sacramento, California, this 14th day of October, 2013.

LICENSEE

Elk Grove Unified School District

By _______________________

Its Authorized Representative

Date

LICENSOR

Kings Arena Limited Partnership, L.P.,
a California limited partnership

By _______________________

John Rinchart
Its Authorized Representative

Date

- 10 -
Subject: Investment Policy

Department: Fiscal Services

Action Requested:
The Board is asked to receive a quarterly report of investments.

Discussion:
Under state law, the District’s surplus funds are deposited in the County Treasury (unless the District takes special measures to become fiscally independent) with the exception of legally authorized commercial bank accounts (such as Revolving Fund) and proceeds of debt issuances, which may be placed with a trustee. All of the funds of both the Elk Grove Unified School District and the EGUSD Community Facilities District No. 1 are invested with the Treasury of the County of Sacramento. These funds are in the commingled Treasurer’s Pool with that of other public agencies. This includes all of the school districts within Sacramento County.

As of December 31, 2013, EGUSD has $150,392,871 from all District Funds, in addition to Mello-Roos Investment proceeds of $11,810,341 in the County Treasurer’s pool. The District’s portion is 6.17% of the total pooled assets of $2,629,844,328.

Financial Summary:
The surplus funds of the District are conservatively managed by the County Treasury. We are confident that the funds are now and will continue to be available upon demand to satisfy District needs.

Prepared By: Shelley Clark Division Approval: Rich Fagan
Prepared By: Carrie Hargis Superintendent Approval: Steven M. Ladd, Ed.D.
## Cash per Fund for Quarterly Investment Report 2013-2014

<table>
<thead>
<tr>
<th>Fund</th>
<th>Fund Name</th>
<th>9/30/2013</th>
<th>12/31/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>General Fund</td>
<td>$101,005,855</td>
<td>$70,622,244</td>
</tr>
<tr>
<td>09</td>
<td>Elk Grove Charter School</td>
<td>$3,003,412</td>
<td>$3,185,391</td>
</tr>
<tr>
<td>11</td>
<td>Adult Education Fund</td>
<td>$1,561,916</td>
<td>$1,531,298</td>
</tr>
<tr>
<td>12</td>
<td>Child Development Fund</td>
<td>$(682,290)</td>
<td>$(23,218)</td>
</tr>
<tr>
<td>13</td>
<td>Food &amp; Nutrition Services Fund</td>
<td>$281,479</td>
<td>$509,451</td>
</tr>
<tr>
<td>14</td>
<td>Deferred Maintenance Fund</td>
<td>$930,426</td>
<td>$930,426</td>
</tr>
<tr>
<td>17</td>
<td>Special Reserve - Non Capital</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>25</td>
<td>Developer Fees Capital Facilities Fund</td>
<td>$24,533,162</td>
<td>$25,097,569</td>
</tr>
<tr>
<td>35</td>
<td>State School Construction Fund</td>
<td>$18,827,670</td>
<td>$28,687,629</td>
</tr>
<tr>
<td>40</td>
<td>Special Reserve Fund</td>
<td>$313,815</td>
<td>$1,172,347</td>
</tr>
<tr>
<td>47</td>
<td>Mello Roos Bond Sale Proceeds (#6)</td>
<td>$(38,380)</td>
<td>$46,302</td>
</tr>
<tr>
<td>49</td>
<td>Special Projects Fund</td>
<td>$16,976,074</td>
<td>$7,130,299</td>
</tr>
<tr>
<td>52</td>
<td>Debt Service Fund</td>
<td>$</td>
<td>$910,715</td>
</tr>
<tr>
<td>67</td>
<td>Self Insurance Fund</td>
<td>$12,167,234</td>
<td>$10,492,417</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$180,880,172</strong></td>
<td><strong>$150,392,871</strong></td>
</tr>
</tbody>
</table>

### Cash with County Treasurer (Mello-Roos Investments)

<table>
<thead>
<tr>
<th>Series</th>
<th>Amount</th>
<th>9/30/2013</th>
<th>12/31/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>87</td>
<td>$910,434</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>91</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>94</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>95</td>
<td>$3,109,383</td>
<td>$8,153</td>
<td>$</td>
</tr>
<tr>
<td>98/2012 Refunding</td>
<td>$9,535,300</td>
<td>$7,610,911</td>
<td>$</td>
</tr>
<tr>
<td>01</td>
<td>$4</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>03</td>
<td>$1,391,456</td>
<td>$3,506</td>
<td>$</td>
</tr>
<tr>
<td>05</td>
<td>$2,170,539</td>
<td>$649,429</td>
<td>$</td>
</tr>
<tr>
<td>08</td>
<td>$4,730,602</td>
<td>$3,538,341</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$21,847,719</strong></td>
<td><strong>$11,810,341</strong></td>
<td><strong>$</strong></td>
</tr>
</tbody>
</table>

**Total Cash All**  
**$202,727,891** | **$162,203,211**

**Total County Pool**  
$2,001,997,902 | $2,629,844,328

**EGUSD % of Total Pool**  
10.13% | 6.17%

H:\DATA\XL\INVESTMENT REPORTS\INVESTMENT REPORT 123113.xls
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>Gift Donation (2 Dell computer monitors)</td>
<td>Eduardo Lara</td>
<td>Franklin Elementary School</td>
<td>$400.00</td>
<td>12/3/2013</td>
</tr>
<tr>
<td>Gift Donation (Dell desktop computer)</td>
<td>Dean Hebenstreit</td>
<td>Franklin Elementary School</td>
<td>$600.00</td>
<td>12/10/2013</td>
</tr>
<tr>
<td>Cash Donation (Wells Fargo Community Support Campaign)</td>
<td>Wells Fargo Community Support Campaign</td>
<td>Helen Carr Castello Elementary School (Principal’s Discretion)</td>
<td>$1,294.18</td>
<td>1/15/2014</td>
</tr>
<tr>
<td>Cash Donation (Target Corporation)</td>
<td>Target Corporation</td>
<td>Helen Carr Castello Elementary School (Principal’s Discretion)</td>
<td>$390.86</td>
<td>1/15/2014</td>
</tr>
<tr>
<td>Cash Donation (Lindsay Justice)</td>
<td>Lindsay Justice</td>
<td>Elitha Donner Elementary School (Technology &amp; Full Inclusion Departments)</td>
<td>$41.92</td>
<td>1/16/2014</td>
</tr>
<tr>
<td>Gift Donation (Miscellaneous school/classroom supplies)</td>
<td>Robert Mustain</td>
<td>Helen Carr Castello Elementary School</td>
<td>$1,429.09</td>
<td>1/16/2014</td>
</tr>
<tr>
<td>Gift Donation (Apple iPad)</td>
<td>Donorschoose.org</td>
<td>Foulks Ranch Elementary School</td>
<td>$499.00</td>
<td>1/16/2014</td>
</tr>
<tr>
<td>Gift Donation (4 HP Pavilion All-In-One desktop computers)</td>
<td>Donorschoose.org</td>
<td>Foulks Ranch Elementary School</td>
<td>$2,400.00</td>
<td>1/16/2014</td>
</tr>
<tr>
<td>Gift Donation (HP laptop computer)</td>
<td>Donorschoose.org</td>
<td>Foulks Ranch Elementary School</td>
<td>$380.00</td>
<td>1/16/2014</td>
</tr>
<tr>
<td>Gift Donation (HP laptop computer)</td>
<td>Donorschoose.org</td>
<td>Foulks Ranch Elementary School</td>
<td>$380.00</td>
<td>1/16/2014</td>
</tr>
<tr>
<td>Gift Donation (1 HP Pavilion All-In-One desktop computer)</td>
<td>Donorschoose.org</td>
<td>Foulks Ranch Elementary School</td>
<td>$600.00</td>
<td>1/16/2014</td>
</tr>
<tr>
<td>Cash Donation (Sean Home)</td>
<td>Sean Home</td>
<td>Toby Johnson Middle School (Art Department)</td>
<td>$25.00</td>
<td>1/16/2014</td>
</tr>
<tr>
<td>Cash Donation (RollGiving)</td>
<td>RollGiving</td>
<td>Florin High School (Principal’s Discretion)</td>
<td>$500.00</td>
<td>1/17/2014</td>
</tr>
</tbody>
</table>

(continued 1 of 2)
<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>Your Cause, LLC Trustee for PG&amp;E</td>
<td>T.R. Smedberg Middle School (Math Department)</td>
<td>$100.00</td>
<td>1/17/2014</td>
</tr>
<tr>
<td>Cash Donation</td>
<td>Peiwen Qu</td>
<td>Elizabeth Pinkerton Middle School (Principal's Discretion)</td>
<td>$50.00</td>
<td>1/23/2014</td>
</tr>
<tr>
<td>Gift Donation (T-shirts, wrestling mat &amp; posters)</td>
<td>Mr. &amp; Mrs. Mike Bicocca</td>
<td>Katherine Albani Middle School</td>
<td>$1,927.14</td>
<td>1/24/2014</td>
</tr>
</tbody>
</table>
Subject: APPROVAL OF THE DISTRICT PRINTING SERVICES DEPARTMENT TO LEASE COPIER EQUIPMENT AS REQUIRED COOPERATIVELY THROUGH WSCA (WESTERN STATES CONTRACTING ALLIANCE)

Department: Finance & School Support

Action Requested:
The Board of Education is asked to approve a contract authorizing Elk Grove Unified School District Printing Services Department to lease printer/copier equipment through WSCA (Western States Contracting Alliance). WSCA contract #07-247-1800 expires on June 30, 2014.

Discussion:
The new lease proposal will provide three new black and white production printer/copiers (Xerox Model D125) and one color printer/copier (Xerox Model 570) for the District’s production printing. The new equipment will replace three black and white, and one color copiers that are no longer in working condition.

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 and equipment. It is in the best interest of the Elk Grove Unified School District to utilize the contract from WSCA.

Financial Summary:
The 60 month municipal lease will total $4,726.19 per month, including staples and toner. The price reflects a trade-in of existing equipment. The service contract is $.0039 per copy. Average monthly volume is 850,000 copies per month. Funding source will be budgeted through Printing Services Department operational monies.

Prepared By: Ruth Dew

Division Approval: Rich Fagan

Prepared By:

Superintendent Approval: Steven M. Ladd, Ed.D.
Subject: Approval of the District Purchasing Department to Purchase Copier Toner as Required Cooperatively Through County of Sonoma.

Department: Finance & School Support

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 material.

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.

The County of Sonoma, General Services – Purchasing BPO #070-6-3533 EXTENSION issued to STAPLES CONTRACT & Commercial, Inc., dated September 1, 2013 through August 31, 2014.

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

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

Action Requested:

The Board of Education is asked to approve the following new high school courses.

Discussion:

The following courses have undergone review and approval by the appropriate steering committee, the Curriculum Standards Committee, and have the support of principals.

Districtwide

AP Physics 1. (Grades 10-12, 10 Credits)
AP Physics 1 is an algebra-based, introductory college-level physics course that explores topics such as Newtonian mechanics (including rotational motion); work, energy, and power; mechanical waves and sound; and introductory, simple circuits. Through inquiry-based learning, students will develop scientific critical thinking and reasoning skills. Approximately twenty-five percent of the instructional time will be spent in hands-on laboratory work, with an emphasis on inquiry-based investigations that provide students with opportunities to apply the science practices. Prerequisite: Successful completion of geometry and be concurrently taking Algebra II or an equivalent course. Although the AP Physics 1 course includes basic use of trigonometric functions, this understanding can be gained either in the concurrent math course or in the AP Physics 1 course itself. No prior course work in physics is necessary. Textbook: Physics (7th Edition), by John Wiley & Sons

AP Physics 2. (Grades 10-12, 10 Credits)
AP Physics 2 is an algebra-based, introductory college-level physics course that explores topics such as fluid statics and dynamics; thermodynamics with kinetic theory; PV diagrams and probability; electrostatics; electric circuits with capacitors; magnetic fields; electromagnetism; physical and geometric optics; and quantum, atomic, and nuclear physics. Through inquiry-based learning, students will develop scientific critical thinking and reasoning skills. Approximately twenty-five percent of the instructional time will be spent in hands-on laboratory work, with an emphasis on inquiry-based investigations that provide students with opportunities to apply the science practices. Prerequisite: Successful completion of AP Physics 1 or a comparable introductory course with a C or better. Textbook: Physics (7th Edition), by John Wiley & Sons

Financial Summary:

If approved, these courses will be offered using existing FTE.

Prepared By: Anna Trunnell

Division Approval: Mark Cerutti

Prepared By:

Superintendent’s Approval: Steven M. Ladd, Ed.D.
Subject: Supplemental Instructional Materials Adoption

Department: Curriculum/Professional Learning

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

Discussion:
In accordance with BP 6161.1, the following supplemental 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 adoption.

SUPPLEMENTAL

*Edge Common Core (Reading, Writing, and Language for High School), Second Edition, Leveled Libraries*; Copyright 2014 by National Geographic School Publishing/Hampton Brown (ELA Intervention/ELD, Grades 7-12 EL or RFEP students)

*Edge Common Core (Reading, Writing, and Language for High School), Second Edition, Complex Text Libraries*; Copyright 2014 by National Geographic School Publishing/Hampton Brown (ELA Intervention/ELD, Grades 7-12 EL or RFEP students)

*Inside Common Core (Language, Literacy, and Content), Second Edition, Level A Theme Books*; Copyright 2014 by National Geographic School Publishing/Hampton Brown (ELA Intervention/ELD, Grades 7-8 EL or RFEP students)

Financial Summary:
These supplemental instructional materials are materials that sites may opt to purchase using site funds.

Prepared By: Anna Trunnell
Division Approval: Mark Cerutti
Prepared By: 
Superintendent’s Approval: Steven M. Ladd, Ed.D.
Subject: Out-of-State Field trip

Division: Secondary Education

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

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

<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>Cosumnes Oaks High School</td>
<td>Reno, NV</td>
<td>College Field Trip</td>
<td>April 7, 2014</td>
</tr>
<tr>
<td>Cosumnes Oaks High School</td>
<td>Ashland, OR</td>
<td>Shakespeare Festival</td>
<td>April 13-17, 2014</td>
</tr>
</tbody>
</table>

Financial Summary:

Prepared By: Libby Sidhu

Division Approval: Christina C. Penna

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