

ADDENDUM TO 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  
July 1, 2014  
Special Meeting – 4:00 p.m.  
Closed Session – 5:00 p.m.  
Regular Session – 6:00 p.m.

<u>Item</u>	<u>Time – Approximate</u>
CLOSED SESSION – 5:00 p.m.	
3A. Conference With Legal Counsel – Anticipated Litigation (Government Code Section 54956.9 1 Potential Case)	
OPEN MEETING - 6:00 p.m.	
IX. Public Hearing/Action Items	
6A. Consideration and Public Notice of PSWA’s Initial Proposal for the District Regarding Collective Bargaining for the 2014-15 School Year	5 Minutes
XII. Action Items	
9A. Associate Superintendent Contracts	5 Minutes
XIV. Consent Agenda – Action	5 Minutes
25A. General Child Care and Development Programs Award for Fiscal Year 2014-15: Contract # CCTR-4188	

**AMERICAN WITH DISABILITIES COMPLIANCE NOTICE**

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

**DOCUMENT AVAILABILITY**

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

**Board Agenda Item**

**Subject:**

Department: Human Resources

Consideration and Public Notice of PSWA's Initial Proposal to the District regarding Collective Bargaining for the 2014-2015 School Year

**Action Requested:**

The Elk Grove Unified School District Governing Board is asked to review the Psychologists and Social Workers Association (PSWA) initial proposal to Elk Grove Unified School District (EGUSD) for 2014-2015 collective bargaining.

**Discussion:**

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

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

PSWA's initial proposal is attached.

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

**Financial Summary:**

Prepared By: \_\_\_\_\_ Division Approval: \_\_\_\_\_ Glen De Graw *GD*

Prepared By: \_\_\_\_\_ Superintendent Approval: \_\_\_\_\_ Steven M. Ladd, Ed.D. *SML*

Proposal from the Psychologist and Social Worker Association (PSWA)

to the

Elk Grove Unified School District (EGUSD) for 2014/15

Dated: May 15, 2014

The PSWA proposes to discuss the following Article during the course of negotiations for the 2014/15 school year,

- 1) Article 15: Compensation
- 2) Article 6: Hours and Work Year
- 3) Article 7: Working Conditions
- 4) Article 16: District Sponsored Health & Insurance Programs

Agenda Item No.: 9A

**Board Agenda Item**

Supplement No.: \_\_\_\_\_


Meeting Date: July 1, 2014

**Subject:** Associate Superintendents Contracts **Department:** Administration

**Action Requested:**  
The Board of Education is requested to accept the positive evaluations for the six associate superintendents for the 2013-14 school year and the implementation of the contract language in accordance with the provisions of their current contracts.

**Discussion:**  
In accordance with Section 4.1.iii of the employment agreements of the six associate superintendents, they are entitled to receive annual step increases of 3.5% effective on July 1 subject to the receipt of a satisfactory annual evaluation to a maximum of five steps. Also, in accordance with Sections 9 and 10 of the employment agreements, they shall receive a one-year contract extension based on a satisfactory annual evaluation.

**Financial Summary:**

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

## Excerpts from Associate Superintendent Contracts

**4, a, iii Step Increases.** Subject to Associate Superintendent's receipt of a satisfactory annual evaluation, the Associate Superintendent shall receive an annual step increase of 3.5%, effective on July 1, in addition to the COLA and any other Board approved salary adjustment, if Associate Superintendent is eligible for a step increase. Step increases are limited to a maximum of five (5). Step increases must be approved by the Board each year in open session at a regularly called Board meeting.

**9. Contract Extension.** If the Associate Superintendent receives a satisfactory evaluation as set forth below, the term of Associate Superintendent's Agreement shall be extended by one additional year (e.g., if Associate Superintendent receives a satisfactory evaluation for the 2012-2013 school year, the term of this Agreement shall be extended from June 30, 2015 to June 30, 2016.)

**10. Evaluation.** The Superintendent shall annually evaluate the Associate Superintendent's performance by June 30 of each year. At the conclusion of the evaluation for the school year, the Superintendent shall designate in writing on the Associate Superintendent's evaluation form whether or not the evaluation is "satisfactory" or "unsatisfactory."

If the Superintendent determines that the Associate Superintendent's evaluation is "satisfactory," and the Board concurs, the Associate Superintendent shall be entitled to: (1) a salary step increase as provided in section 2 until Associate Superintendent reaches the end of the salary schedule steps; (2) a COLA increase as provided in section 2; and (3) a one year contract extension.

If the Superintendent determines that the Associate Superintendent's evaluation is "unsatisfactory," the Associate Superintendent's salary and contract term shall remain unchanged.

If the Superintendent does not complete the evaluation by June 30 of any year under this Agreement, the Superintendent shall take prompt immediate action to complete the evaluation. If the evaluation is completed after June 30, it is satisfactory, and the Board concurs, the Associate Superintendent shall be entitled to retroactive application of the salary step increase, the COLA, if any, and the one year contract extension.

Any evaluation conducted under this paragraph must be ratified by the Board and reported in open session. In addition, any contract extension, salary step increase or COLA increase must be approved by the Board in open session at a regular meeting so that the public remains informed about the Associate Superintendent's current step placement and the contract term.

ELK GROVE UNIFIED SCHOOL DISTRICT

25A

Agenda Item No: \_\_\_\_\_

**Board Agenda Item**

Supplement No. \_\_\_\_\_

Meeting Date: July 1, 2014

**Subject:**

**Division:** Secondary Education

General Child Care & Development Programs award for Fiscal Year 2014-15: Contract# CCTR-4188

**Action Requested:**

The Board of Education is asked to approve the resolution authorizing the Child Development Division's General Child Care and Development Programs award for Fiscal Year 2014-2015.

**Discussion:**

The Board of Education is asked to approve the resolution authorizing the California Department of Education's General Child Care and Development Programs award. This award provides \$805,016 for subsidized child care slots for before- and after-school and off-track services at Isabelle Jackson, Anna Kirchgater, Franklin, and Prairie elementary schools through a sub-contract to Continuing Development, Inc. (CDI).

Additionally, EGUSD has a separate agreement with CDI to administer this General Child Care and Development Programs award. Subsequent to the Board's approval of this resolution, EGUSD and CDI will execute a memorandum of understanding for the subcontract of the funding to CDI.

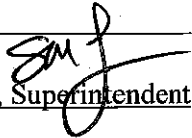
**Financial Summary:**

Contract amount: \$805,016

Prepared By: Kathy Hamilton

Division Approval:  Christina Penna

Prepared By: \_\_\_\_\_

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



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 14 - 15**

DATE: July 01, 2014

CONTRACT NUMBER: CCTR-4188

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 34-6731-00-4

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

CONTRACTOR'S NAME: ELK GROVE UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, the contractor is agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C), the GENERAL TERMS AND CONDITIONS (GTC-610) (both available online at <http://www.cde.ca.gov/fg/aa/cd/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The contractor's signature certifies compliance with the Funding Terms and Conditions, the Current Application and the General Terms and Conditions.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2014 through June 30, 2015. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$805,016.00.

**SERVICE REQUIREMENTS**

Minimum Child Days of Enrollment (CDE) Requirement	23,415.0
Minimum Days of Operation (MDO) Requirement	250

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Carrie Hargis, Director of Fiscal Services			
TITLE Contracts, Purchasing and Conference Services		ADDRESS 9510 Elk Grove-Florin Rd, Elk Grove, CA 95624			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 805,016	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Department of General Services use only			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 805,016	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE			

CONTRACTOR'S NAME: ELK GROVE UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CCTR-4188

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 260,284	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-6731	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 260,284	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 124,168	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-6731	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 124,168	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 420,564	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-6731			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 420,564	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF ACCOUNTING OFFICER	T.B.A. NO.	B.R. NO.
	DATE	



CCC-307

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Elk Grove Unified School District		<i>Federal ID Number</i> 94-6002501
<i>By (Authorized Signature)</i> [Signature]		
<i>Printed Name and Title of Person Signing</i> Carrie Hargis, Director of Fiscal Services		
<i>Date Executed</i>	<i>Executed in the County of</i> Sacramento	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs;
- and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department

determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued

pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**FEDERAL CERTIFICATIONS****CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee must insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

9510 Elk Grove-Florin Road

Elk Grove, CA 95624

Check  if there is a separate sheet attached listing all workplaces.

#### DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

#### ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACT AGENCY) Elk Grove Unified School District	CONTRACT # CCTR-4188
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Carrie Hargis, Director of Fiscal Services	
SIGNATURE <i>CH</i>	DATE

# RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2014-15.

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## RESOLUTION

BE IT RESOLVED that the Governing Board of Elk Grove Unified School District

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authorizes entering into local agreement number/s CCTR-4188 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Carrie Hargis</u>	<u>Director of Fiscal Services</u>	_____
<u>Shannon Stenroos</u>	<u>Budget Manager</u>	_____
<u>Shelley Clark</u>	<u>Accounting Manager</u>	_____

PASSED AND ADOPTED THIS 1st day of July 2014, by the Governing Board of Elk Grove Unified School District of Sacramento County, California.

I, Steve Ly, Clerk of the Governing Board of Elk Grove Unified School District, of Sacramento County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a July 1, 2014 meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_  
(Clerk's signature)

\_\_\_\_\_  
(Date)



# **Revision**

*July 1, 2014*  
**Board Meeting**

**Agenda Item**  
**# 16**

Agenda Item No: 16

**Board Agenda Item**

Supplement No. \_\_\_\_\_

Meeting Date: July 1, 2014

**Subject:** Acceptance of Gifts **Department:** Fiscal Services

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

**Discussion:**

<u>Item</u>	<u>Donor</u>	<u>School/Program</u>	<u>Value</u>	<u>Date Received</u>
Gift Donation (57 Newton scales, 60-30mg syringes & 120-10mg syringes)	Randy Fong	Toby Johnson Middle School (Science Department)	\$270.00	5/30/2014
Gift Donation (Miscellaneous school supplies)	Robert Mustain	Helen Castello Elementary School	\$352.75	6/3/2014
Cash Donation	Wells Fargo Foundation	Helen Carr Castello Elementary School (Principal's Discretion)	\$269.22	6/3/2014
Cash Donation	Winstarr, Inc. DBA Dillard Store	Elk Grove Unified School District (Indian Education)	\$25.00	6/6/2014
Gift Donation (2 iPad mini's)	DonorsChoose.org	Arnold Adreani Elementary School (Cynthia Draper's classroom)	\$400.00	6/9/2014
Gift Donation (2 iPad mini's)	DonorsChoose.org	Arnold Adreani Elementary School (Linda Griffin's classroom)	\$400.00	6/9/2014
Gift Donation (2 iPad mini's + cases)	DonorsChoose.org	Arnold Adreani Elementary School (Karen Chamberlain's classroom)	\$734.80	6/9/2014
Cash Donation	Qing Huang	Harriett Eddy Middle School (Principal's Discretion)	\$10,000.00	6/24/2014

Prepared By: Carrie Hargis *CH by SC* Division Approval: Rich Fagan *[Signature]*  
Prepared By: \_\_\_\_\_ Superintendent Approval: Steven M. Ladd, Ed.D. *[Signature]*

# **Revision**

*July 1, 2014*

**Board Meeting**

**Agenda Item**

**# 24**

**Board Agenda Item**

**Subject:** Division: Facilities and Planning  
2014 Fencing at Laguna Creek High School  
Award of Contract

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

**Discussion:**  
This project includes installation of new decorative metal fencing and gates, painting, and in-fill panels at two (2) locations that will allow safe access for students to building D, while providing a secure perimeter.  
  
The Administration received and opened three (3) bids for the 2014 Fencing at Laguna Creek High School project on June 24, 2014, at 10:00 a.m. See Attachment A for a tabulation of bids. Golden Bay Fence Plus Iron Works, Inc. submitted the lowest base bid.  
  
The Administration recommends the award of contract to Golden Bay Fence Plus Iron Works, Inc. for the base bid of \$44,926.00.

**Financial Summary:**  
Funded with Capital Facility Funds.

Prepared By: Brad Parsons *BP* Division Approval: Robert Pierce *RP*  
Prepared By: Lee Leavelle *LL* Superintendent Approval: Steven M. Ladd, Ed.D. *SML*

**Bid Summary**

**2014 Fencing @ Laguna Creek High School**

Elk Grove Unified School District

June 24, 2014 @ 10am

Engineer's Estimate: \$35-40K



Plan Holder Name	Bid Form, Signed	Addenda #1 & #2, Acknow.	Sublist w/ Lic #s	Fingerprint, Signed & Notarized	Non-collusion Affidavit, Signed & Notarized	Bid Bond, Signed & Notarized (Surety & Bidder)	Base Bid
Arrow Fence Company	x	x	x	x	x	x	\$48,182
Crusader Fence Co., Inc.	x	x	x	x	x	x	\$46,443
Golden Bay Fence Plus Iron Works, Inc.	x	x	x	x	x	x	\$44,926
Land Graphics Fencing							no bid

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These bids will receive Board consideration on:

**July 1, 2014**

# **Revision**

*July 1, 2014*  
**Board Meeting**

**Agenda Item**  
**# 25**

**Board Agenda Item**

**Subject:**

Department: Technology Services

**Installation of Wi-Fi for 5 comprehensive high schools and 4 alternative high schools  
Authorization of two Lease-Leaseback (LLB) contracts**

**Action Requested:**

The Board of Education is asked to authorize administration to sign Lease-Leaseback (LLB) contract documents with the two vendors, Quest Media and Supplies, Inc. and Decotech Systems, to install the required cabling and wireless access points for the wireless project.

**Discussion:**

On the November 19, 2013 Board Meeting, the Board of Education authorized the administration to purchase and install Wi-Fi at all school sites to support the implementation of Common Core and state mandated testing.

To ensure Wi-Fi is installed and operational at the school sites listed below for the state mandated field testing, administration is seeking authorization to enter into Lease-Leaseback contracts with Quest Media and Supplies Inc. and Decotech Systems to install the needed cabling infrastructure and access points which have already been purchased by the district.

Below is a list of the school sites where they will be performing the work:

Quest Media	Decotech Systems
<ul style="list-style-type: none"> <li>• Florin High School</li> <li>• Las Flores High School</li> <li>• Calvine High School</li> <li>• Daylor High School</li> <li>• Rio Cazadero High School</li> </ul>	<ul style="list-style-type: none"> <li>• Laguna Creek High School</li> <li>• Elk Grove High School</li> <li>• Sheldon High School</li> <li>• Valley High School</li> </ul>

These contracts include an allowance built in to cover unexpected conditions such as installing new underground conduit if existing is unusable. If the allowance is not needed, it will not be used.

Extensive contract documents will be on file and available for further review.

**Financial Summary:**

The Administration has negotiated a Guaranteed Maximum Price (GMP) of \$331,312.73 with the vendors to perform the work at the 9 sites and will use the board approved Common Core State funds.

Decotech Systems - \$235,584.08  
Quest Media and Supplies - \$95,728.65

Prepared By: Steve Mate Division Approval: \_\_\_\_\_

Prepared By: \_\_\_\_\_ Superintendent Approval: \_\_\_\_\_