

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, 2013  
 Closed Session – 5:30 p.m.  
 Regular Session – 6:00 p.m.

This meeting is being conducted by teleconference at the following location: 1913 Stonepine Avenue, Hudson, WI 54016 and Steve Ly will be participating from the teleconference location. Each teleconference location is open to the public and any member of the public has an opportunity to address the Board of Education from a teleconference location in the same manner as it that person attended the regular meeting location. The Board of Education will control the conduct of the meeting and determine the appropriate order and time limitations on public comments from the teleconference location.

<u>Item</u>	<u>Time – Approximate</u>
Public Comment on Items on Agenda or Not on the Agenda	

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

CLOSED SESSION – 5:30 p.m.	30 Minutes
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1. Public Employee Appointment/Employment: Middle School Principal;  
Director of Certificated Personnel
2. Public Employee Discipline/Dismissal/Release/Complaint

OPEN MEETING - 6:00 p.m.

I. Pledge of Allegiance	5 Minutes
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II. Presentations/Recognitions - None

III. Student Expulsion Recommendations - None

IV. Budget Update

V. Board Member Reports

VI. Public Comment

VII. Bargaining Units

VIII. Reports - None

IX. Public Hearing/Action Item

- |   |           |
|---|-----------|
| 3. California School Employees Association (CSEA) Tentative Agreement | 5 Minutes |
|---|-----------|

AGENDA  
ELK GROVE UNIFIED SCHOOL DISTRICT  
Regular Meeting of the Board of Education  
July 1, 2013

<u>Item</u>	<u>Time – Approximate</u>
X. Discussion Items	
XI. Action Items	
4. Mello-Roos Tax Foreclosure Resolution	5 Minutes
XII. Consent Agenda – Action	5 Minutes
5. Approval of Minutes	
6. Personnel Actions	
7. Approval of Purchase Order History	
8. Approval of Persons to Sign Purchase Orders	
9. Approval of the District to Participate in the Nor-Cal Schools Joint Powers Association	
10. Resolution authorizing District to Apply for Grant Funding to Replace Compressed Natural Gas Bus Tanks on School Buses	
11. Approval of Child Care Land Use Agreements and Memorandums of Understanding	
12. ASES (After School Education and Safety) Contract for John Reith Elementary School	
13. ASES (After School Education and Safety) Contract for Edward Harris, Jr. Middle School	
14. 2013-14 SCOE MOU for Maintaining and Operating Classes for Severely Handicapped and Seriously Emotionally Disturbed Students	
15. CARE Program Memorandum of Understanding	
16. Out-of-State Field Trip Approval	
17. Fencing at John Ehrhardt Elementary School, Acceptance and Notice of Completion	
XIII. Other Action Items	
18. Discussion and Action on Items Removed From Consent Agenda	5 Minutes
XIV. Information Items	
19. Other Items from the Floor	5 Minutes
20. Items for Future Agendas	5 Minutes
XV. Adjournment	

**AMERICAN WITH DISABILITIES COMPLIANCE NOTICE**

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

**DOCUMENT AVAILABILITY**

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

**Board Agenda Item**

**Subject:**

Division: Human Resources

**TENTATIVE AGREEMENT WITH CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)**

**Action Requested:**

The Board is asked to approve the attached Tentative Agreement, contingent on ratification of CSEA on Health and Welfare Benefits.

**Discussion:**

**Financial Summary:**

Prepared By: Evelyn Lalan *EL*

Division Approval: *Evelyn Lalan for Glen DeGraw*

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

Superintendent Approval: *Steven M. Hall*

*ak*

Tentative Agreement  
 Between  
 Elk Grove Unified School District  
 and  
 California School Employees Association  
 (Effects Negotiations regarding Implementation of Current [2012] Collective Bargaining Agreement)  
 June 7, 2013

This Tentative Agreement is between Elk Grove Unified School District (District) and the California School Employees Association, Elk Grove Chapter #831 (CSEA). Except as provided below in this agreement, the parties agree that this Tentative Agreement resolves negotiations for the 2013-14 school year regarding health and welfare benefits and the effects of implementing the current collective bargaining agreement provisions regarding health and welfare benefits.

**1. Health and Welfare Benefits**

Sections (a) and (c) below quote health and welfare benefits sections of the current collective bargaining agreement between the parties with no proposed changes to these provisions. Sections (b) and (d) below describe the effects of implementing sections (a) and (c) with no proposed changes to the parties' collective bargaining agreement.

- a. (14.3) "At least two (2) carriers of medical programs will be available."
- b. Effective July 1, 2013, the following two carriers of medical plans will be available to members:  
 -Kaiser  
 -Western Health Advantage (WHA)
- c. (14.8) "All carriers shall be negotiated unless a change in carrier does not substantially change the level of benefits provided."
- d. The Kaiser and WHA medical plans/carriers have not substantially changed the level of benefits provided from 2012-13 to 2013-14.
- e. Delete (14.32.e.) Joint Health Care Committee.
- f. "Voluntary Plan" (50% Dental/Vision with reduced Dental/Vision coverage). Unit members may voluntarily elect, to participate in a reduced premium dental and vision coverage with 50% premium reduction resulting in a lower total premium cost than the District's low cost Health and Welfare Benefit plan consistent with the parties' past practice.

Medical Carriers/2013-2014 Plans available to employees:

Kaiser (Low Cost Plan)

	2013-2014 Kaiser Premiums Low Cost Plan Monthly	District Contribution 80% Monthly	Employee Contribution 20% Monthly	Employee Wellness Rebate Compensation Annual
Single Subscriber	508.84	407.07	101.77	305.30
2 Party Subscriber	1,017.68	814.14	203.54	610.61
Family	1,440.02	1,152.02	288.00	864.01

Western Health Advantage (Buy-Up Plan)

	2013-2014 Western Health Advantage Premiums Monthly	District Contribution 80% Monthly	Employee Contribution 20% Monthly	Employee Wellness Rebate Compensation Annual
Single Subscriber	548.36	407.07	141.29	305.30
2 Party Subscriber	1,093.47	814.14	279.33	610.61
Family	1,545.91	1,152.02	393.89	864.01

**2. Miscellaneous Health and Welfare Benefits**

- a. Wellness Rebate: Each unit member who submits to the District an approved wellness certification that verifies that the unit member has completed all of the wellness requirements referenced in the EGUSD/CSEA collective bargaining agreement Article 14 shall receive a wellness rebate equal to five percent (5%) of the medical premium cost of the (Kaiser 2013-14) Low Cost plan.
- b. The annual Wellness assessment and certification requirements necessary to receive the annual Wellness Rebate, described in the District's and CSEA's 2012 agreement, include an annual wellness physician visit, completion of an online Health Risk Assessment, a comprehensive metabolic panel (CMP), a body mass index (BMI) test, and other age appropriate screenings.

**c. Monthly Wellness Rebate Allocation**

Unit members shall have the 2013-2014 annual lump sum Wellness Rebate and subsequent year Wellness Rebates divided over the payroll periods in the 2013-2014 school year and subsequent schools years. The Wellness Rebate shall be allocated each month to help offset the bargaining unit members' share of premium costs. If the unit member fails to meet the December 2<sup>nd</sup> deadline for submission of the Wellness Certification, the District shall recoup the value of the annual Wellness Rebate from the unit member over the subsequent payroll periods beginning with the January payroll warrant. If the unit member later completes the Wellness Certification by May 15<sup>th</sup>, the District shall ensure that the unit member receives no more or no less than the applicable annual value of the Wellness Rebate for the plan option and subscriber level applicable to the unit member.

Elk Grove Unified School District

Glen DeGroot  
Karen Desjardes  
Lynne Egan  
Rick Z  
Guinevere Ouellet

Dated: 6/7/13

California School Employees Association

Mary Deutch  
Kate Irman  
Sharon Lyons  
John A. Hill  
Therese Lucas  
Constantine S. McKinis  
Cheryl Jacobs

Dated: 6/7/13

LOW COST PLAN

	EMPLOYEE ONLY	EMPLOYEE + 1	EMPLOYEE + 2 PLUS
ONE TIME ANNUAL REBATE	\$305.30	\$610.61	\$864.01
REBATE OVER 12 MONTHS	\$25.44	\$50.88	\$72.00
MONTHLY @ 20% FOR July - June pay warrants	\$101.77	\$203.54	\$288.00
MONTHLY @ 15% FOR July - December pay warrants	\$76.33	\$152.65	\$216.00
MONTHLY @ 20% + REPAY 6 mos. of REBATE - January - June pay warrants	\$127.21	\$254.42	\$360.00

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 4

**Board Agenda Item**

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

Meeting Date: July 1, 2013

**Subject:** MELLO-ROOS TAX FORECLOSURE RESOLUTION **Department:** Finance & School Support

**Action Requested:**  
The Board is asked to approve the attached Resolution # 1, 2013-14, ordering that the delinquent taxes as defined in Exhibit A of the resolution be collected through judicial foreclosure, and that the County Tax Collector be relieved of further duty to collect them. The Board is also asked to authorize Administration to finalize the resolution upon receipt of updated delinquency information as provided by the County Tax Collector's Office through August 2013.

**Discussion:**  
On October 14, 1987, the Board adopted Resolution #18, 1987-88, which specified the guidelines for Foreclosure of Special Tax Liens in Section 7.10. This was modified on October 19, 1998, when the Board adopted Resolution #20, 1998-99, in which the guidelines for Foreclosure of Special Tax Liens became Section 6.10.  
  
The guidelines require a foreclosure (1) on individual property owners whose delinquencies exceed \$25,000.00, and (2) on all property owners if more than 10% of the total taxes are delinquent.  
  
On June 10, 2013, the District received information from the Sacramento County Tax Collector's office regarding delinquent special tax levies for 2012-13 as of June 4, 2013. The delinquency rate calculated from that information is 3.20% of the total taxes.  
  
The County Tax Collector's office has stipulated a deadline of August 9, 2013, for the District to file the *Notice of Intent* to foreclose, provide a copy to their office, and advise the Sacramento County Tax Collector to remove those parcels from the redemption roll. The County reserves "the right not to process the *Notices of Intent* and strip the related special assessments from the redemption system after the deadline."  
  
Pursuant to Resolution #20, 1998-99, and Government Code Section 53311 et seq, the District intends to institute foreclosure proceedings against the owners of delinquent parcels (to be identified and provided at future board meeting) as required by the bond covenants.

**Financial Summary:**  
This action will aid in the collection of up to \$26,160.00 from property owners with taxes due to the District of \$25,000.00 or more. All legal fees and court costs of foreclosure are ordinarily paid by the owners of the delinquent parcels.

Prepared By: Eric Walle *EW* Division Approval: Rich Fagan *RF*  
Prepared By: Carrie Hargis *Carrie Hargis* Superintendent Approval: Steven M. Ladd, Ed.D. *SM L*

**ELK GROVE UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT #1**

RESOLUTION NO. 1, 2013-14

**RESOLUTION OF THE ELK GROVE UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT #1  
ORDERING JUDICIAL FORECLOSURE OF  
DELINQUENT SPECIAL TAXES PURSUANT TO  
THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982,  
AND ORDERING THAT THE TAX COLLECTOR  
BE CREDITED WITH THOSE SPECIAL TAX LEVIES**

WHEREAS, The Elk Grove Unified School District Community Facilities District #1 (the "District") has levied special taxes from time to time, resulting in the issuance and sale of special tax bonds pursuant to the provisions of the Mello-Roos Facilities Act of 1982 (Government Code Section 53311 et seq; hereafter referred to as the "Mello-Roos Act"); and

WHEREAS, pursuant to the Mello-Roos Act, the District has duly and regularly levied special taxed, which special taxes and each installment thereof and interest and penalties thereon constitute liens against the lots and parcels of land against which they are made, until the same are paid in the same manner as ad valorem taxes; and,

WHEREAS, under the provisions of the Mello-Roos Act, and Resolution #20 1998-99 of the Elk Grove Unified School District, the Board of Education of the District is authorized to order delinquent taxes due and payable to be collected by an action brought in the superior court to foreclose the lien of those special taxes; and

WHEREAS, when such foreclosure action is ordered, prior to the actual removal of the delinquent installments from the tax roll, the District then records or causes to be recorded in the county recorder's office a Notice of Intent to Remove Delinquent Special Tax Installments from the Tax Roll ("Notice of Intent"); and

WHEREAS, when such Notice of Intent is so recorded, the county tax collector then removes the delinquent installments from the tax roll, and is credited upon the tax roll then in his or her hands with the amount charged against him or her on account of the special taxes to be sued on and to be relieved of further duty in regard thereto; and

WHEREAS, the approval of this Resolution constitutes full compliance with the District's obligation to institute foreclosure proceedings as authorized by the law pursuant to Resolution #20 1998-99 of the Elk Grove Unified School District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Elk Grove Unified School District Community Facilities District #1 as follows:

SECTION 1. (a) Except as specified in paragraph (b) of this section, the Board of Education hereby orders that the delinquent special tax installments greater than \$25,000 listed on the preliminary list of all delinquent special tax installments provided by the Sacramento County Tax Collector attached hereto as Exhibit A and incorporated herein, and all future installments of those special taxes which are not paid when due, be collected by any means authorized under the law including provisions of the Mello-Roos Act, and Resolution #20 1998-99 of the Elk Grove Unified School District, including by bringing one or more actions in the Superior Court of Sacramento County to foreclose the liens thereof preceded by recording one or more Notices of Intent with the Recorder's Office of the County of Sacramento.

(b)(1) If a delinquent special tax installment listed on Exhibit A does not also appear on final list of all delinquent special tax installments provided by the Sacramento County Tax Collector, this order is rescinded as to that installment.



(2) If a delinquent special tax installment listed on Exhibit A is assessed against a lot or parcel of land that is part of a bankruptcy estate under the protection of a bankruptcy stay under federal law, this order is stayed as to that installment until such time as the bankruptcy stay has lapsed or relief from the bankruptcy stay has been granted.

SECTION 2. The District's Associate Superintendent of Finance and School Support is hereby authorized and directed to retain special legal counsel including, if necessary, bankruptcy counsel to institute such proceedings specified in paragraph (b) of Section 1 in the name of the District to foreclose the liens of all such delinquent special taxes.

SECTION 3. The District's Associate Superintendent of Finance and School Support, in cooperation and in conjunction with special counsel, is authorized and directed to transmit a certified copy of this resolution and Notices of Intent to the Auditor/Controller's Office of the County of Sacramento with a letter stating that:

(a) The Board of Education has ordered that the delinquent installments be collected by action brought in the Superior Court of Sacramento County to foreclose the liens thereof;

(b) The Sacramento County Tax Collector is to be credited upon the tax roll then in his hands with the amounts charged against him on account of the special taxes to be sued upon and is to be relieved of further duty in regard thereto; and

(c) All inquiries regarding payment of the delinquent special taxes shall be forwarded to the District's special counsel.

PASSED AND ADOPTED at the regular meeting of the Board of Education of Elk Grove Unified School District on the 1st day of July 2013, by the following roll call vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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CHET MADISON, SR.  
President, Board of Education  
Elk Grove Unified School District

(seal)

ATTEST:

Date: \_\_\_\_\_

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STEVEN M. LADD, Ed.D.,  
Secretary to the Governing Board of  
Education for the Elk Grove Unified  
School District

**EXHIBIT "A"**

**County of Sacramento  
Department of Finance  
Auditor-Controller Division  
Direct Levy Amounts Levied on Secured Tax Roll 2012-13**

**Note: The attached preliminary list represents delinquent assessments greater than \$25,000 as of June 4, 2013. A final listing will be provided by the County of Sacramento on or about July 12, 2013, detailing unpaid assessments to the District as of June 30, 2013. The final report will be used to identify the delinquent assessments upon which the District may pursue judicial foreclosure.**

Board Resolution No. \_\_\_\_  
2013-14  
Approved July 1, 2013

EXHIBIT A  
Notice of Intent to Pursue Accelerated Judicial Foreclosure  
FY 2012-13

REPORT NBR RDMR5112  
PROGRAM NBR RDMP5112  
RUN DATE 06/04/13

COUNTY OF SACRAMENTO  
BONDS SUBJECT TO JUDICIAL FORECLOSURE  
MULTIPLE DELINQUENCIES BY DISTRICT

OWNER'S NAME AND MAILING ADDR	PARCEL NUMBER	YR BILL	D/L NBR	UNPAID D/L AMT
<b>CAPITAL VLY PARTNERS</b> <b>9381 E STOCKTON BL 200</b> <b>ELK GROVE CA 95624</b>	134-0182-001-0000	12-540540	0155	\$26,160.00
<b>TOTAL DUE</b>				<b>\$26,160.00</b>

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

**Board Agenda Item**

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

Meeting Date 7-1-13

Subject: Approval of Minutes

Department: Board of Education

Action Requested: Approve minutes of the regular board meetings held June 4 and 18, 2013, the feeder pattern meeting held May 8, 2013.

Discussion:

Financial Summary:

Prepared By: Arlene Hein Department Approval: \_\_\_\_\_

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



**Board Agenda Item**

**Subject:** Personnel Actions **Division:** Human Resources

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

**Discussion:**

**CERTIFICATED:**

APPROVE:

1. Leave(s) of Absence
2. Resignation(s)
3. Retirement(s)


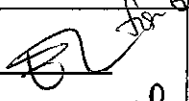


  

**CLASSIFIED:**

APPROVE:

1. New Hire(s) [10]
2. Promotion(s)
3. Rescission of Resignation(s)
4. Resignation(s)
5. Retirement(s)
6. Returning from Leave(s) of Absence
7. Status Change(s)
8. Transfer(s)
9. Unpaid Leave(s) of Absence

**Financial Summary:**

Prepared by: Clay McAllester, Ed. S.  Departmental Approval: Glen De Graw   
Prepared by: Evelyn Lalan  Superintendent Approval: Steven M. Ladd, Ed.D 

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No. 7

**Board Agenda Item**

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

Meeting Date: July 1, 2013

**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 May 28, 2013 through June 11, 2013.

**Discussion:**

The Purchase Order History and Cost Modifications for the month May 28, 2013 through June 11, 2013 are listed below. The purchase orders are on file in the Purchasing Department if you wish to review them.

Encumbrances:

<u>Fund</u>	<u>Purchase Orders Issued</u>	<u>Purchase Order Encumbrance Costs</u>
01 General Fund	146	\$549,910.86
09 Elk Grove Charter School Fund	02	\$ 50,380.35
11 Adult Education Fund	07	\$ 26,492.50
49 Facilities Special Project Fund	01	\$ 7,502.37

**Total Encumbrances \$634,286.08**

**Modifications**

<u>Fund</u>	<u>Purchase Orders Modified</u>	<u>Purchase Order Modification Costs</u>
01 General Fund	43	\$314,757.24
11 Adult Education	01	\$ 100.00
13 Food Nutrition Services Fund	06	\$ 37,914.17
35 State School Facilities Construction Fund	01	\$ 29,000.00

**Total Modifications \$ 381,771.41**

**Financial Summary Grand Total \$1,016,057.49**

Prepared By: Ruth Dew

Division Approval: Rich Fagan

Prepared By: Ruth Dew

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

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No. 8

Board Agenda Item

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

Meeting Date: July 1, 2013

**Subject:** \_\_\_\_\_ **Department:** Finance & School Support  
**APPROVAL OF THE PERSONS NAMED BELOW TO SIGN PURCHASE ORDERS.**

**Action Requested:**  
The Board of Education is asked to authorize Resolution No. 2, 2013-14, authorizing the persons named below to sign Purchase Orders on its behalf.

**Discussion:**  
California Education Code Section 42632 allows the Board of Education to authorize a person or persons to sign Purchase Orders on its behalf. Persons Named below will be authorized by the Board of Education to sign Purchase Orders on behalf of the District. Resolution No. 2, 2013-14, supersedes all prior resolutions naming authorized agents of the District.

Name	Title
Rich Fagan	Associate Superintendent Finance & School Support
Ruth Dew	Director Purchasing and Warehouse
Peggy Beller	Supervisor Purchasing and Warehouse

**Financial Summary:**  
No expense or income to the District

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

RESOLUTION NO. 2

**AUTHORIZING AGENTS**

**WHEREAS**, the Board of Education of the Elk Grove Unified School District wishes to designate certain persons employed by the District to sign Purchase Orders drawn on funds of the District on its behalf; and

**WHEREAS**, California Education Code Section 42632 requires that at least a majority of the members of the Board of Education approve all Purchase Orders drawn on funds of the Elk Grove Unified School District; and

**WHEREAS**, California Education Code Section 42632 also allows the Board of Education to authorize a person or persons to sign orders on its behalf

NOW, THEREFORE, the Board of Education of the Elk Grove Unified School District does hereby resolve that the persons listed below are herewith so designated:

Name	Title
Rich Fagan	Associate Superintendent Finance & School Support
Ruth Dew	Director Purchasing and Warehouse
Peggy Beller	Supervisor Purchasing and Warehouse

IN WITNESS WHEREOF, I have hereunto set my hand this 1<sup>st</sup> day of July 2013.

\_\_\_\_\_  
Chet Madison, Sr.  
President of the Board of Education of  
The Elk Grove Unified School District



Agenda Item No. 9

**Board Agenda Item**

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

Meeting Date: July 1, 2013

**Subject:** \_\_\_\_\_ **Department:** Finance & School Support

**APPROVAL OF THE DISTRICT TO PARTICIPATE IN THE NOR-CAL SCHOOLS JOINT POWERS ASSOCIATION.**

**Action Requested:**

The Board of Education is asked to authorize Resolution No. 3, 2013-14, authorizing the Elk Grove Unified School District to participate in the Nor-Cal Schools Joint Powers Association.

**Discussion:**

California Government Code Section 6500 et seq., provides that two or more public agencies may by agreement, jointly exercise common powers. This Agreement would be entered into among those public educational agencies as defined in the Agreement.

The District is proposing to participate in and utilize the Nor-Cal Schools Joint Powers Association (NCSJPA) bid and/or group volume purchasing system for school supplies, equipment, and other types of commodities when it best meets the need of the District. Participation in the NCSJPA would provide an additional tool for the Purchasing Department to provide supplies and equipment at a lower cost to the District's sites and departments. For example, the current cost per case of duplicating paper is \$8.00 lower on the NCSJPA bid. The Purchasing Department will appoint one representative who shall attend all meetings.

**Financial Summary:**

Membership fee \$300.00 is per year. Funding will be provided by District operational monies.

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

Division Approval: Rich Fagan

Prepared By: Ruth Dew

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

RESOLUTION NO. 3

**AUTHORIZING THE ELK GROVE UNIFIED SCHOOL DISTRICT TO PARTICIPATE IN THE  
NOR-CAL SCHOOLS JOINT POWERS ASSOCIATION**

**WHEREAS**, California Government Code sections 6500, et seq., provide that two or more public agencies may by agreement, jointly exercise any power common to the contracting party ("Joint Powers Law") and

**WHEREAS**, pursuant to the Joint Powers Law, the school districts are each public agencies and are authorized and empowered to contract for the joint exercise of powers; and

**WHEREAS**, The Nor-Cal Schools Joint Powers Association ("Nor-Cal Schools JPA") has been established to provide cooperative quantity bidding; and

**WHEREAS**, the purpose of the Nor-Cal Schools JPA and duties of each member is enumerated in the Joint Powers Purchasing Agreement, attached hereto as Exhibit A, and the Joint Powers Purchasing Bylaws, attached hereto as Exhibit B.

**NOW, THEREFORE**, the Board of Education of the Elk Grove Unified School District does hereby resolve as follows:

1. The Board hereby finds that all of the foregoing recitals set forth above are true and correct; and
2. The Board hereby authorizes the District to become a member of the Nor-Cal Schools JPA in accordance with the terms of the Joint Powers Purchasing Agreement ("Agreement") attached hereto as Exhibit A, and the Joint Powers Purchasing Bylaws ("Bylaws"), attached hereto as Exhibit B; and
3. The Superintendent or his designee is hereby authorized and directed, in the name and on behalf of the District, to execute and deliver any and all documents necessary to effectuate the intent and purpose and intent of this Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this 1<sup>st</sup> day of July, 2013.

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Chet Madison Sr.  
President of the Board of Education of  
The Elk Grove Unified School District

**NOR-CAL SCHOOLS  
JOINT POWERS ASSOCIATION**



**JOINT POWERS PURCHASING  
AGREEMENT**

**UPDATED  
October 24, 2012**

**JOINT POWERS PURCHASING AGREEMENT  
RENEWAL AGREEMENT**

THIS JOINT POWERS PURCHASING AGREEMENT is made, entered into and effective on November 2, 2011, by and between the Arcohe Union Elementary School District (Arcohe UESD), Amador County Unified School District (Amador County USD), Calistoga Joint Unified School District (Calistoga JUSD) Folsom/Cordova Unified School District, (Folsom/Cordova USD), Galt Joint Union School District (Galt JUSD), Natomas Unified School District (Natomas USD), San Juan Unified School District (SJUSD), Twin Rivers Unified School District (TRUSD), and Vacaville Unified School District (Vacaville USD), Woodland Joint Unified School District (WJUSD), all California public school districts. Each participating school district may hereinafter be referred to individually as "Party" and collectively as "Parties."

**RECITALS**

**WHEREAS**, Pursuant to the provisions of Title I, Division 7, Chapter 5, Article I of the Government Code for the State of California (commencing with Section 6500) relating to the joint exercise of common powers, this Agreement is entered into among those public educational agencies as defined in the Agreement, which are or may hereafter become parties to this Agreement for the purpose of operation and maintaining a joint powers authority to be known and designated as "Nor-Cal Schools Joint Powers Association", hereinafter referred to as "Nor-Cal Schools JPA.

**WHEREAS**, it is to the mutual benefit of the parties herein subscribed and in the best interest of said parties to join together to establish this Joint Powers Purchasing Agreement to accomplish the purposes hereinafter set forth; and

**WHEREAS**, the development, organization, implementation and on-going management of the Nor-Cal Schools JPA is of such magnitude that it is desirable for aforesaid parties to join together in the Joint Powers Purchasing Agreement in order to accomplish the purposes hereinafter set forth; and

**WHEREAS**, the signatories hereto have determined that there is a need by public educational agencies for a group volume purchasing system for school supplies and equipment; and

**WHEREAS**, it has been determined by the signatories hereto that the group volume purchasing system is of value and beneficial for all signatories; and

**WHEREAS**, Title I, Division 7, Chapter 5, Article 1, of the California Government Code authorized joint exercise by two or more public agencies of any power common to them; and

**WHEREAS**, it is the desire of the signatories hereto to jointly provide for a JPA Bid and/or group volume purchasing system for school supplies and equipment, and other type of commodities, for their mutual advantage and concern;

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual promises contained hereinafter, the Parties hereto agree as follows:

1. **Creation of the Joint Powers Association**  
Pursuant to Title I, Division 7, Chapter 5, Article 1, of the California Government Code, there is hereby created a Joint Powers Association, separate and apart from the public agencies signatory hereto, which shall hereafter be designated as the Nor-Cal Schools Joint Powers Association (hereinafter referred to as Nor-Cal Schools JPA).
2. **Assumption of Responsibility**  
On the effective date of this Agreement the Nor-Cal Schools JPA assumes all obligations, assets, responsibilities, and authority of the Sacramento County Joint Powers Agreement Purchasing Bid, as originally established as the Sacramento Area School Purchasing Committee in 1960.
3. **Powers of the Nor-Cal Schools JPA**  
The Nor-Cal Schools JPA shall have a lead agency and a Board of Directors and shall have the power and authority to exercise any power common to the public educational agencies which are parties to this Agreement, provided that the same are in furtherance of the functions and objectives of this Agreement as herein set forth. Pursuant to Section 6509 of the California Government Code, the exercise of the aforesaid powers of Nor-Cal Schools JPA shall be subject to the same restrictions in exercising its powers as a school district except as otherwise provided in this Agreement. The debts, liabilities and obligations of the Nor-Cal Schools JPA shall be solely the debts, liabilities and obligation of Nor-Cal Schools JPA and not those of any party to this Agreement.
4. **Purpose of Nor-Cal Schools JPA**  
The purpose of the Nor-Cal Schools JPA shall be to administer this Agreement, pursuant to the joint powers provisions of the California Government Code, and to provide members the advantages of group volume purchasing of school supplies and equipment, and to provide a forum for discussion, study, development of specifications and recommendations of mutual interest regarding pool purchase and other programs related thereto.
5. **Functions of the Lead Agency**  
The functions of the Lead Agency include, but are not limited to, any or all of the following:
  - a. Collect and maintain membership funds to pay for administrative costs.
  - b. To perform, or contract for the performance of, the administration of the Nor-Cal Schools Joint Powers Association, and other services as necessary for the administration of the pool purchase bid.
  - c. To award bids and enter into contracts on behalf of the Nor-Cal Schools JPA.
  - d. To call meetings with members and bidders in order to preserve and facilitate the quality of the pool purchase bid.

- e. To acquire, hold and dispose of property, real and personal, including but not limited to, the acquisition of facilities and equipment, or the employment of personnel for the operation and maintenance of the program.
  - f. To incur debts, liabilities and obligations necessary to accomplish the purposes of this Agreement.
  - g. To perform such other functions as may be necessary or appropriate to carry out this Agreement, so long as such other functions so performed are not prohibited by any provision of law.
6. **Governing Board of Nor-Cal Schools JPA**  
Nor-Cal Schools JPA shall be governed by a JPA Board of Directors, which shall have the authority to carry out all functions of Nor-Cal Schools JPA and establish the Bylaws therefore. The representation, duties and powers of the JPA Board of Directors shall be set forth in the Bylaws.
7. **Bylaws of Nor-Cal Schools JPA**  
Nor-Cal Schools JPA shall be governed pursuant to Bylaws adopted by the Board of Directors at its first Board of Directors Meeting, and by such Amendments to the Bylaws as may from time to time be adopted by the Board of Directors. Each party to this Agreement agrees to comply with and be bound by the provisions of said Bylaws and further agrees that the Nor-Cal Schools JPA shall be operated pursuant to this Agreement and said Bylaws.
8. **Membership**  
Each party to this Agreement must be eligible for membership in Nor-Cal Schools JPA as defined in the Bylaws. Those public educational agencies belonging to Nor-Cal Schools JPA on the effective date of this Agreement shall automatically become Members without having to apply for membership. All Members are entitled to the rights and privileges, and are subject to the liabilities and obligations of membership, all as are provided in this Agreement, Bylaws and any Program Addendum(s). Public educational agencies desiring membership after the effective date of the Agreement, shall apply for membership under the provisions of the Bylaws and Program Addendum(s).
9. **Withdrawal or Termination of Membership**  
A member may withdraw its status as a Member and party to the Joint Powers Purchasing Agreement, or be involuntarily terminated, pursuant to the requirements set forth in the Bylaws and Program Addendum(s) which are in effect at the time of termination.
10. **Finances**  
The Lead Agency of the Nor-Cal Schools JPA shall be strictly accountable for all funds received and disbursed by it and, to that end, shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles, or by any provision of law or any resolution or policy of the Nor-Cal Schools JPA Board of Directors.

Pursuant to Government Code section 6504, the Lead Agency may be reimbursed for its documented costs and expenses in performing its duties as required by this Agreement and the Nor-Cal Schools JPA Bylaws.

Pursuant to Government Code Section 6505.6, the Auditor of the Nor-Cal Schools JPA shall be elected from the membership, and shall serve as the Executive Director of the Board of Directors.

11. **Dissolution of Nor-Cal Schools JPA**  
Should all parties to this Agreement terminate their membership or be removed from membership in the Nor-Cal Schools JPA, the Nor-Cal Schools JPA and this Agreement shall continue to exist for the purposes of distribution of assets, and for all other functions necessary to conclude the affairs of the Nor-Cal Schools JPA. Each district that was a party to the Agreement on the date the Agreement was terminated, or which has any financial interest in Nor-Cal Schools JPA, shall appoint a representative to the Board of Directors, whose duty it shall be to govern the Nor-Cal Schools JPA until all liabilities are dismissed and all assets distributed. The liabilities, distribution of assets, if any; or the assessment of funds to cover liabilities, shall be in accordance with the Bylaws.
12. **Non-Discrimination Policy Statement**  
It shall be the policy of the Board of Directors of the Nor-Cal Schools JPA to exercise fair and impartial practices in employment and program administration, recognizing applicants and employees on the basis of personal and professional merit and claimants on the basis of merits, thereby reaffirming the dignity of individuals without regard to race, color, national origin, religion, ancestry, age, sex, mental or physical disability, veteran status, medical condition, marital status, sexual orientation or pregnancy in accordance with applicable Federal and State laws.
13. **Enforcement of Agreement**  
The Lead Agency and the Board of Directors is hereby given authority to enforce this Agreement. Any and all disputes between Nor-Cal Schools JPA and member districts regarding this Agreement, Bylaws or Programs Addendum(s) shall be subject to non-binding arbitration pursuant to the provisions of the California Code of Civil Procedure Section 1280 et seq., or any successor or replacement statutes. Nor-Cal Schools JPA and member(s) shall each share equally the cost of the arbitrator, court reporter, if any, and any incidental costs of arbitration. In the event suit is subsequently brought and a judgment is awarded to Nor-Cal Schools JPA, the Member(s) shall pay all costs incurred by Nor-Cal Schools JPA, including reasonable attorney's fees as fixed by the court.
14. **Amendments to Agreement**  
This Agreement may be amended by a majority of all Board Members.

15. Term of the Agreement

This Agreement shall be effective and binding on any signatory thereto upon execution. This Agreement shall continue in effect until lawfully terminated as provided herein.

16. Tort Liability

Government Code section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code section 895. Therefore, the parties hereto, as between themselves, pursuant to the authorization contained in Government Code sections 895.4 and 895.6, each assumes the full liability imposed upon it or any of its officers, agents, representatives or employees by law or injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code section 895.2. To achieve this purpose, each party indemnifies and holds harmless the other party for any loss, cost, or expense, including reasonable attorney's fees that may be imposed upon or incurred by such other party solely by virtue of Government Code section 895.2.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed by their authorized officers as set forth herein below.

Member School District: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name of Member: \_\_\_\_\_

Title: \_\_\_\_\_



ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No. 10

Board Agenda Item

Supplement No.

Meeting Date: July 1, 2013

**Subject:**

**Department:** Finance & School Support

**Resolution Authorizing District to Apply for Grant Funding to Replaced Compressed Natural Gas Bus Tanks on School Buses**

**Action Requested:**

Approve Resolution authorizing Jill Gayaldo, Director for Transportation, to apply for grant funds from a Sacramento Metropolitan Air Quality Management District program to replace compressed natural gas tanks on nine (9) district school buses.

**Discussion:**

The Elk Grove Unified School District has a history of a strong commitment to clean air for our children and community. Twenty-five of our district buses are powered by clean, natural gas.

Assembly Bill 462 authorizes local air districts to utilize AB 923 funds to pay for replacing public school bus on-board compressed natural gas (CNG) tanks on school buses 14 years or older. CNG tanks have been required to be inspected every 3 years or 36,000 miles by the California Highway patrol and have a lifespan of fifteen years.

The Elk Grove Unified School District currently operates nine (9) qualifying buses, model years 1998-1999 whose tanks have recently expired or will be expiring soon. The estimated cost to replace the tanks is approximately \$20,000 per bus. Working with the Sacramento Metropolitan Air Quality Management District (SMAQMD), a grant funding opportunity has been created to provide funding to qualified buses that will cover the entire cost of replacing the tanks. This resolution authorizes the district to apply for funding through this grant opportunity.

**Financial Summary:**

Maximum grant funding: \$20,000 per bus for a total of \$180,000 will cover the entire replacement costs.

Prepared By: Jill Gayaldo

Division Approval: Rich Fagan

Prepared By:

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

**AUTHORIZING THE ELK GROVE UNIFIED SCHOOL DISTRICT TO APPLY FOR GRANT FUNDS TO REPLACE COMPRESSED NATURAL GAS BUS TANKS ON SCHOOL BUSES**

**WHEREAS**, The Sacramento Metropolitan Air Quality Management District (SMAQMD) announced the availability of Sacramento County AB 923 funds to replace compressed natural gas (CNG) tanks on in-use Sacramento County public school buses with a maximum funding amount not to exceed \$20,000 per bus; and

**WHEREAS**, The Elk Grove Unified School District has nine (9) qualifying CNG buses model years 1998-1999 with CNG tanks that have recently expired or will expire this year; and

**WHEREAS**, Assembly Bill 462 authorized local air districts to utilize AB 923 funds to pay for replacing public school bus on-board CNG tanks on school buses 14 years or older as CNG tanks expire after fifteen years of use; and

**WHEREAS**, the Elk Grove Unified School District is committed to alternative fuel technology, as school buses powered by clean, natural gas provide improved air quality to our students and community; and

**WHEREAS**, this Board wishes to authorize the District to apply for grant funds under the Sacramento County AB 923 program.

NOW, THEREFORE, the Board of Education of the Elk Grove Unified School District does hereby resolve as follows:

1. It is in the best interest of the Elk Grove Unified School District to apply for grant funding to cover the full cost of replacing CNG tanks in school buses which have either recently expired or will expire this year.
2. The District hereby authorizes Jill Gayaldo, Director for Transportation to apply for replacement funding under the Sacramento Metropolitan Air Quality Management District program.

IN WITNESS WHEREOF, I have hereunto set my hand this 1<sup>st</sup> day of July 2013.

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Chet Madison, Sr.  
President of the Board of Education of  
The Elk Grove Unified School District

<b>Board Agenda Item</b>
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**Subject:** Approval of Child Care Land Use Agreements and MOUs

**Division:** Secondary Education

**Action Requested:**

The Board is requested to approve agreements with Continuing Development Incorporated, KU Champions LLC and the Young Men's Christian Association of Superior California to use district property for child care and development programs. Also, the Board is requested to approve separate memoranda of understanding (MOU) with the same vendors to provide child care and development services.

**Discussion:**

EGUSD works with three vendors – Continuing Development Incorporated (CDI), KU Champions LLC (KU) and the Young Men's Christian Association (YMCA) of Superior California – to offer child care and development programs at 29 district elementary schools. The child care and development centers exclusively serve EGUSD students before and after school and when pupils are off track or school is not in session. The child care and development services are fee-based, although each organization works with families in need to provide access to subsidized slots or scholarships.

Annually, EGUSD renews its agreements with these vendors. The agreements are:

- An authorization to use district land to locate a child care and development center, and
- A memoranda of understanding (MOU) to provide child care and development services.

EGUSD executes a separate land use agreement for each site where a vendor operates a child care and development center. This agreement outlines expectations with regard to the use of the land, including location and maintenance of portable building(s) on the site, utilities, custodial, maintenance and landscaping; liability and insurance, and payment of property taxes. Vendors pay EGUSD an annual fee of \$4,500 per site for administrative oversight of the agreement and coordination with site administration and reimburse EGUSD for the cost of utilities. In accordance with EGUSD's facilities use policy, CDI and YMCA – both non-profit organizations – pay the district \$1 a year in rent. KU, as a for-profit organization, pays \$3 a year in rent.

As part of the land use agreement, vendors also agree to have on site district standard hand-held radios programmed to both the elementary school and district emergency channels. Vendors also are required to verify that any non-child development employees or sub-contractors have completed a California Department of Justice criminal background check.

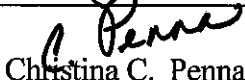
Through a separate MOU, EGUSD asks each vendor also to agree to provide child care and development services that align with EGUSD's *Child Care and Development Standards*, which are based on Board Policy 5148 and Title 5 of the California Code of Regulations. The MOU also stipulates that vendors may offer fee-based preschool in their child development centers if there is community demand for such services and they can be provided in a manner than physically separates preschool children from school-aged children. Currently, CDI offers preschool at Foulks Ranch and Elliott Ranch elementary schools.

EGUSD has invited child care providers to locate their services on elementary school campuses since the early 1990s. Selection of providers for each site is determined through a competitive bidding process. EGUSD issues a request for proposals (RFP) for child care and development services every five years. CDI, KU, YMCA and Think Together submitted proposals. During the last RFP cycle in the fall of 2011. CDI, KU and YMCA were selected to provide services. The agreements to provide child care and development services for EGUSD are renewed annually as long as each vendor demonstrates that it is meeting EGUSD standards at each site through an evaluation conducted by an external evaluator.

Oversight for the child care and development services is provided through Elk Grove Adult and Community Education. Other departments involved in the maintenance of these agreements are Facilities and Fiscal Services.

A sample of both the land use agreement and MOU are attached.

**Financial Summary:**  
EGUSD receives a \$4,500 administrative fee from the child care and development vendors for each site where a center is located and an additional \$500 administrative fee if the center also offers preschool services. EGUSD also receives reimbursement for utilities and an annual rent payment. This income pays for staffing at EGACE associated with maintenance of the agreements and serving as liaison among the vendors, school sites and district office, and the cost of an external evaluator.

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

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

**AGREEMENT BETWEEN ELK GROVE UNIFIED SCHOOL DISTRICT  
AND CONTINUING DEVELOPMENT, INC.  
FOR AUTHORIZATION TO USE LAND FOR CHILD CARE AND DEVELOPMENT AT**

**MAEOLA R. BEITZEL ELEMENTARY SCHOOL**

This is an agreement between the Elk Grove Unified School District (hereinafter referred to as DISTRICT) and Continuing Development, Inc. (hereinafter referred to as CDI) relating to use of DISTRICT real property for child care and development programs.

It is agreed between the parties as follows:

1. **AUTHORIZATION TO USE LAND:** DISTRICT shall grant CDI authorization to locate and provide one or more Division of State Architect (DSA)-approved classroom buildings on DISTRICT property at Maeola R. Beitzel Elementary School, 8140 Caymus Drive, Sacramento, CA 95829. The number of buildings will be subject to District approval based on program requirements and site capacity. (The DISTRICT is not "licensing" the provision of child care and development services, but only the use of the land.) The buildings will be used to provide child care and development services, Monday through Friday, 6:00 a.m. to 6:00 p.m., on a 250-day/year schedule with occasional evening/weekend use for program-related purposes. CDI shall provide District-approved and DSA-approved relocatable structures.
  - a. The DISTRICT may have special requirements regarding: a) fencing; b) site improvements; c) exterior finishes; d) exterior paint colors; e) signage; f) landscaping; g) size of daycare center; walkways; utility lines placement; parking; loading areas; and, h) placement of Heating, Ventilation, and Air Conditioning (HVAC) units. When a relocatable building is being placed near existing or planned houses, HVAC units may be required to be placed on rooftops or in other appropriate locations to comply with Environmental Impact Reports or other factors.
  - b. The DISTRICT shall have final review and approval of all plans relating to daycare facilities including, but not limited to, the final selection, site improvements, exterior paint colors and finishes, placement of exterior fencing, landscaping, utility line placement, walkways, parking, loading areas, location of HVAC units, and signage.
  - c. All child care and development buildings must comply with DSA guidelines and regulations, as well as with other local and state regulatory agencies on access compliance, fire and life safety, and any other applicable regulations.
2. **TERM AND OPTION:** The granted permission shall terminate on June 30, 2017, after which CDI must submit a new proposal for continuance as long as annual evaluations by the DISTRICT of the child care and development service are satisfactory. CDI shall exercise this option by delivering to DISTRICT written notice of CDI's intention to exercise the option on or before four (4) months prior to the expiration of the five- (5) year term.
3. **INSTALLATION:** CDI shall pay for all costs of the installation of the portable buildings, including any site preparation charges and connection of utilities.
4. **COMPLIANCE WITH LAW:** Any portable buildings installed by CDI on DISTRICT property shall meet all applicable structural, safety, health, equipment, and related conditions as applicable to child care and development facilities. Additionally, CDI agrees to conform to all laws and orders, and permits or any municipal, state, or federal board or authority, present or future, in any way relating to the condition, use, or occupancy of the premises throughout the entire term of this agreement and any extensions thereof.
5. **UTILITIES:** CDI shall reimburse DISTRICT \$258 per month for all electrical, water, garbage, and trash disposal costs related to the portable buildings. DISTRICT reviews its actual utility costs regularly and reserves the right to adjust them accordingly.

6. **EMERGENCY COMMUNICATION LINK:** CDI shall install a two-way emergency communication link to the school site utilizing a District-standard hand-held radio. The current District standard model is described in Exhibit A to this document. In addition to radios, provider will provide its own telephone lines and equipment but will need to coordinate with Technology Services staff on installation. CDI shall provide for its own telephone, cable TV and computer service. CDI shall provide for its own fire and intrusion alarm systems and their required monitoring.
7. **CUSTODIAL, MAINTENANCE & LANDSCAPE:** CDI will be responsible for custodial and maintenance as well as landscaping for CDI-provided landscaped areas. All outside personnel (custodial, maintenance and landscaping) must comply with applicable background and fingerprinting laws. (Complete and return attached **Declaration Regarding Employee Fingerprinting and Criminal Background Check.**) All such services shall provide their own supplies. As requested, CDI will provide the District with a list of all cleaning supplies and a list of all personnel providing services listed under this section.
8. **ACCESS TO FACILITIES:** CDI officers, agents, employees, licensees, clients, and invitees shall have all rights of ingress and egress to and from the above facilities over such other portions of DISTRICT's property as DISTRICT deems necessary for the use of the facilities.
9. **USE OF OTHER DISTRICT FACILITIES:** DISTRICT agrees that CDI may make reasonable use of outdoor playground areas, restrooms, and parking lots subject to approval of the principal of the school. Such use shall not interfere with normal school operations or the traditional use of the playground areas by community youth sports groups. If the provider or EGUSD cannot accommodate a separate facility, existing EGUSD classrooms or facilities may be designated for child care and development programs only when not otherwise required for school or district use. The use of such classrooms or facilities is always subject to a 60-day termination notice. In such case, provider shall make arrangements for use of EGUSD classrooms through the EGUSD's Use of Facilities process, which is described at [http://www.egusd.net/community/facilities\\_use.cfm](http://www.egusd.net/community/facilities_use.cfm).
10. **DAMAGE TO PREMISES:** CDI shall pay DISTRICT for the repair or replacement of any property or facilities of the DISTRICT that are lost, damaged, or stolen as the result of CDI's use of DISTRICT's premises; however CDI shall not be responsible for normal wear and tear to premises.
11. **TRADE FIXTURES:** CDI agrees that any trade fixture installed upon the exterior of any structure located on DISTRICT property shall be subject to prior approval by the DISTRICT.
12. **INDEMNIFICATION:** To the fullest extent allowed by law, CDI shall defend, indemnify and hold harmless EGUSD and its directors, officers, agents, employees, volunteers, and guests, against any claim or demand arising from any actual or alleged act, error, or omission by CDI or its directors, officers, agents, employees or guests. To the fullest extent allowed by law, EGUSD shall defend, indemnify and hold harmless CDI and its directors, officers, agents, employees and guests, against any claim or demand arising from any actual or alleged act, error, or omission by EGUSD or its directors, officers, agents, employees, volunteers, or guests.
13. **INSURANCE/COVERAGE:** EGUSD and CDI agree to purchase and/or maintain through the duration of this agreement, and for a period of no less than one (1) year thereafter, insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations set forth above. Such insurance or liability coverage shall have a limit of liability of no less than \$2,000,000 per claim/occurrence and \$2,000,000 in the aggregate. The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this agreement, commercial general liability, premises liability, automobile liability (owned, non-owned, and hired), professional liability/errors and omissions, employer's liability and/or educator's legal liability coverages.
14. **ADDITIONAL INSURED:** To the full extent of the Parties' respective indemnity obligations set forth above, the Parties' insurance or liability coverage policies or agreements shall also be endorsed to extend "additional insured" or "additional covered party" status to all proposed indemnitees.

15. **WORKERS' COMPENSATION:** Each Party also represents that for the period of this agreement it also will purchase and maintain any insurance or liability coverage as required by law or regulation, including workers' compensation coverage.
16. **EVIDENCE OF INSURANCE/COVERAGE – CERTIFICATE OF INSURANCE:** With respect to such required coverages, each Party shall provide evidence of such coverage by way of a Certificate of Insurance or Certificate of Coverage, executed by a duly authorized representative, agent or broker of the Party's insurer or coverage provider.
17. **JOINT DEFENSE:** In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.
18. **EARLY TERMINATION OF AGREEMENT:** Both parties agree that either may terminate this agreement by providing written notice to the other party six (6) months in advance of the proposed termination date. DISTRICT retains the right to terminate the agreement should CDI be in default of any provision of the agreement. DISTRICT agrees that in the event of default, DISTRICT shall provide written notice to CDI regarding the area of concern, identify the particular section of the agreement DISTRICT believes to have been violated, and allow CDI thirty (30) days to correct the violation. Should the violation not be corrected, DISTRICT will file a written notice of the default including a thirty (30) day notice of termination.
19. **RESTORATION OF PREMISES:** Upon termination of this Agreement, including any extensions thereof, CDI agrees, at its expense, to remove the additional portable buildings and to restore the premises to the conditions as they existed prior to installation.
20. **RENT:** For the authorization to use the land, CDI shall pay DISTRICT, ONE DOLLAR AND NO/100 (\$1.00) per year per site, commencing July 1, 2013.
21. **FEE:** A fee of FOUR THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$4,500.00) annually shall be provided to the DISTRICT on a quarterly basis for administrative oversight and coordination with site administration.
22. **PAYMENT SCHEDULE:** Rental payment is due with the July administrative fee and utility reimbursement payments. All payments shall be payable no later than the 5<sup>th</sup> day of each month, as appropriate.
23. **TAXES:** CDI shall be responsible for and pay all or any taxable possessory interest assessments levied by the County of Sacramento Office of Assessor in association with conducting business on property owned by a non-taxable entity. Property Tax Law covering possessory interest can be found in Revenue and Taxation Code Section 61, 107-107.9, 480.6 and property tax rules 20-28 and at <http://www.boe.ca.gov/proptaxws/welfareorgreg.htm>.

IN WITNESS WHEREOF, the parties have affixed their signatures.

**ELK GROVE UNIFIED SCHOOL DISTRICT**

**CONTINUING DEVELOPMENT, INC.**

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

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

Date: \_\_\_\_\_

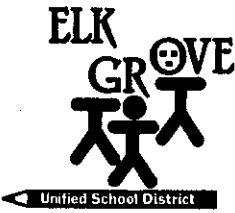
Date: \_\_\_\_\_

## EXHIBIT A: DISTRICT STANDARD HAND-HELD RADIO

The current district standard is the Motorola MOTOTRBO XPR 6580, which features a lighted keypad and backlit display. This standard is subject to change over time. The package includes the radio, 2150 mAh rechargeable Lithium-ion battery, IMPRES single-unit desktop charger, standard whip antenna and belt clip. A three-year (total) warranty is included in the cost of the unit.

- Ordering information:
  - Part number - AAH55UCH9LB1AN
  - Current approximate cost - \$760.00 + tax and shipping
  - Recommended vendor – Delta Wireless, 916-928-1200
  - See also [http://intranet.egusd.net/pricelist/radio\\_handheld.htm](http://intranet.egusd.net/pricelist/radio_handheld.htm).
- Programming and setup is required so these radios can communicate with the other radios at the site and will be done by EGUSD Technology Services staff. Each radio must be programmed for its specific site location. Technology Services' current charge for such work on an hourly basis is \$62.00/hour. Radios can typically be charged in one hour.
- Support and maintenance will be provided by Technology Services at the hourly rate of \$62.00 plus any additional costs for depot repair, parts, etc. Battery replacements must be purchased through recommended vendor.





ELK GROVE UNIFIED SCHOOL DISTRICT  
 ELK GROVE ADULT AND COMMUNITY EDUCATION  
 8401-B Gerber Road | Sacramento | CA | 95828  
 Telephone (916) 686-7717 | Fax (916) 689-5752

**DECLARATION REGARDING EMPLOYEE FINGERPRINTING  
 AND CRIMINAL BACKGROUND CHECK**

I, \_\_\_\_\_, declare as follows:

Where non-child development employees\* or employees of Bidder or a Subcontractor may have contact with pupils, the safety of the pupils will be ensured by the fingerprinting of such employees and determination by the California Department of Justice that they have not been convicted of a violent or serious felony. Furthermore, the criminal background check of such employees must be completed prior to working at a facility on the EGUSD grounds.

I am a duly authorized representative of \_\_\_\_\_  
 (bidder) for the purpose of providing this certification and declare under penalty of perjury and the laws of the State of California that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in \_\_\_\_\_.

\_\_\_\_\_  
 Signature of Bidder's Designee

\_\_\_\_\_  
 Signature of Bidder's Subcontractor

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Title

\*Pursuant to Education Code Section 44237 of the California Education Code and as part of its license as a Child Care and Development provider, Bidder requires that any person (including instructional staff, volunteers and anyone who will be in contact [be it physical, verbal or via online services] with program participants) who will be providing services related to child care and development within the Elk Grove Unified School District complete the required criminal background check(s) and that none of those persons has been reported by the California Department of Justice (CDOJ) or the Federal Bureau of Investigation (FBI) as having been convicted of a serious violent felony as specified in Penal Code Section 667.5(c) and/or 1192.7(c).

**Memorandum of Understanding (MOU) between  
Elk Grove Unified School District (EGUSD) and  
Continuing Development Incorporated (CDI)**

**PURPOSE:**

The purpose of this MOU is to establish a cooperative working relationship between the parties and to define their respective roles and responsibilities as parties to this agreement.

**TERM OF AGREEMENT:**

This agreement shall be effective from July 1, 2013, through June 30, 2014, unless either party gives sixty (60) days written notice to terminate this agreement. This agreement may be extended annually through June 30, 2017.

This agreement accompanies a separate agreement between EGUSD and CDI for authorization to use EGUSD land to house child care and development facilities.

**DEFINITIONS:**

- “Child Care and Development” include both child care services for school-age children and, where applicable, preschool services.

**CONDITIONS:**

EGUSD agrees to:

- Host CDI at the following sites for the purpose of providing Child Care and Development services:
  - Maeola R. Beitzel, 8140 Caymus Drive, Sacramento, CA 95829
  - Arthur C. Butler, 9180 Brown Road, Elk Grove, CA 95624
  - Raymond Case, 8565 Shasta Lily Drive, Elk Grove, CA 95624
  - Elitha Donner, 9461 Soaring Oaks Drive, Elk Grove, CA 95758
  - John Ehrhardt, 8900 Old Creek Drive, Elk Grove, CA 95758
  - Elk Grove, 9373 Crowell Drive, Elk Grove, CA 95624
  - Elliott Ranch, 10000 East Taron Drive, Elk Grove, CA 95757
  - Ellen Feickert, 9351 Feickert Drive, Elk Grove, CA 95624
  - Robert J. Fite, 9561 Fite School Road, Sacramento, CA 95829
  - Foulks Ranch, 6211 Laguna Park Drive, Elk Grove, CA 95758
  - Franklin, 4011 Hood-Franklin Road, Elk Grove, CA 95757
  - Isabelle Jackson, 8351 Cutler Way, Sacramento, CA 95828
  - Anna Kirchgater, 8141 Stevenson Avenue, Sacramento, CA 95828
  - Barbara Comstock Morse, 7000 Cranleigh Avenue, Sacramento, CA 95823
  - Pleasant Grove, 10160 Pleasant Grove School Road, Elk Grove, CA 95624
  - Prairie, 5251 Valley Hi Drive, Sacramento, CA 95823
  - Joseph Sims, 3033 Buckminster Drive, Elk Grove, CA 95758
  - Stone Lake, 9673 Lakepoint Drive, Elk Grove, CA 95758
  - Mary Tsukamoto, 8737 Brittany Park Drive, Sacramento, CA 95828

These services may include school-aged child care and, based on interest, fee-based preschool at sites where preschool is physically separate – either by space or time – from the school-aged child care services. Fee-based preschool is being offered as an option for

vendors that responded to EGUSD's Request for Proposals for Child Care and Development Services, issued in September 2011.

During the terms of this agreement, CDI may offer fee-based preschool at:

- Arthur C. Butler, 9180 Brown Road, Elk Grove, CA 95624
  - Elliott Ranch, 10000 East Taron Drive, Elk Grove, CA 95757
  - Foulks Ranch, 6211 Laguna Park Drive, Elk Grove, CA 95758
  - Joseph Sims, 3033 Buckminster Drive, Elk Grove, CA 95758
  - Stone Lake, 9673 Lakepoint Drive, Elk Grove, CA 95758
- Distribute marketing materials to all families at the host school as reasonably requested by CDI in order to help ensure maximum enrollment in all Child Care and Development programs offered.

EGUSD reserves the right to conduct an annual performance evaluation of CDI's Child Care and Development services. Furthermore, if those services are found to be unsatisfactory, EGUSD reserves the right to discontinue this agreement as described above in "Term of Agreement."

CDI agrees to:

- Comply with EGUSD's child care and development expectations as outlined in Board Policy 5148, EGUSD's Child Care and Development Standards, and Title 5 of the California Code of Regulations.
- Allow EGUSD to conduct an annual evaluation of its Child Care and Development programs and provide requested documentation to support that evaluation.
- Ensure that all of its employees and outside personnel comply with background and fingerprinting requirements of Titles 5 and 22 of the California Code of Regulations.
- Ensure annually that all Child Care and Development fees are in alignment with the Regional Market Rate most recently published in 2006 by the California Department of Child Development for center-based programs and adjusted for current rates.
- For each fee-based preschool program that it opens, gain licensing approval from the California Community Care Licensing Division of the Department of Social Services.
- Offer a developmentally appropriate preschool academic program that prepares students to enter and succeed in kindergarten.
- Work with EGUSD kindergarten teachers to align instructional preschool program to kindergarten entry expectations.
- Pay EGUSD an annual fee of \$500/preschool site for administrative support associated with the operation of preschool, including communication with school site and district office staff, monitoring of program quality and analysis of student performance data.

**INDEMNIFICATION:**

Each party shall abide by the indemnification, insurance, workers compensation, certification of insurance and joint defense stipulations included in the separate agreement for each school entitled, "Agreement between Elk Grove Unified School District and Continuing Development Incorporated for Authorization to Use Land for Child Care and Development".

**COMPLIANCE DOCUMENTATION:**

EGUSD may request documentation to substantiate compliance with appropriate sections of this agreement.

**AGREED TO AND SIGNED BY:**

\_\_\_\_\_  
Carrie Hargis,  
Director of Fiscal Services  
Elk Grove Unified School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jason Gurahoo  
Chief Financial Officer  
Continuing Development Inc.

\_\_\_\_\_  
Date

**Board Agenda Item**

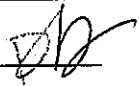


**Subject:** **Division:** Learning Support Services  
 ASES Contract for John Reith Elementary School

**Action Requested:**  
 The Board of Education is requested to approve the Memorandum of Understanding (MOU) with City of Sacramento – START Program to be provided after school at John Reith Elementary School.

**Discussion:**  
 The Elk Grove Unified School District wishes to renew out MOU with the City of Sacramento – START Program to provide after school services that will be paid for through the After School Education and Safety (ASES) and the 21<sup>st</sup> Century Community Learning Center (21<sup>st</sup> CCLC) grants. We are requesting that the Board of Education approve this contract between Elk Grove Unified School District and City of Sacramento – START in the amount of \$190,726.00 to serve John Reith Elementary School during the school year of 2013-2014.

School	ASES	21 <sup>st</sup> CCLC	Total
John Reith Elementary School	\$152,565.00	\$38,070.00	\$190,726.00

**Financial Summary:**  
 \$152,565.00 out of ASES funds  
 \$ 38,070.00 21<sup>st</sup> Century funds  
 Total \$190,726.00

Prepared By: Peggy Barrad  Division Approval: Mark Cerutti   
 Prepared By: \_\_\_\_\_ Superintendent Approval: Steven M. Ladd, Ed.D. 

**Board Agenda Item**

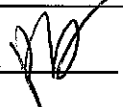


**Subject:** **Division:** Learning Support Services  
 ASES Contract for Edward Harris, Jr. Middle School

**Action Requested:**  
 The Board of Education is requested to approve the Memorandum of Understanding with City of Sacramento – Parks & Recreation to be provided after school at Edward Harris Middle School.

**Discussion:**  
 The Elk Grove Unified School District wishes to renew a three year MOU with City of Sacramento – Parks and Recreation to provide after school services that will be paid for through the After School Education and Safety (ASES) grant. Please be aware that the MOU allows for annual review and provides language to terminate the contract in the event that it would be necessary. We are requesting that the Board of Education approve this contract between Elk Grove Unified School District and City of Sacramento – Parks and Recreation in the amount of \$115,000 to serve Edward Harris, Jr. Middle School during the school year of 2013-2014.

School	Selected Provider	Contract Amount
Edward Harris, Jr. Middle School	City of Sacramento – Parks & Recreation	\$115,000

**Financial Summary:**  
 \$115,000 out of ASES funds

Prepared By: Peggy Barrad  Division Approval: Mark Cerutti   
 Prepared By: \_\_\_\_\_ Superintendent Approval: Steven M. Ladd, Ed.D. 

MEMORANDUM OF UNDERSTANDING  
RE: AFTER SCHOOL EDUCATION AND SAFETY PROGRAM FOR ASES

This memorandum of understanding ("MOU") is entered into by and between the Elk Grove Unified School District ("District"), a local public entity, and the City of Sacramento ("City"), a municipal corporation and charter city. The City and the District hereinafter may be referred to collectively as the "Parties" or in the singular as "Party," as the context requires.

RECITALS

The City and District have entered into the MOU with reference to the following facts and circumstances:

WHEREAS the District and the City have an interest in developing and implementing an elementary and middle school after-school program ("Program") that promotes educational and enrichment opportunities for youth; and,

WHEREAS the District has submitted a Request for Application for funding from the After School Education and Safety Program.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. TERM OF MOU; TERMINATION

This MOU shall commence July 1, 2013, and shall remain in effect until June 30, 2016 ("Initial Term"). By mutual agreement of the Parties, this MOU may be extended on all the terms and conditions contained in this MOU for one (1) additional one-year (1) term following the expiration of the Initial Term. The terms of this MOU will be reviewed and modified annually unless either Party gives written notice of termination to the other Party in the manner specified in Paragraph 2. Either party may terminate this MOU without cause with 90 days written notice. In the event of termination, the Parties will cooperate to minimize disruption to existing or continuing programs. Extension and/or renewal of this MOU beyond the dates identified above shall be contingent upon the availability of continued After School Education and Safety (ASES) grant-funding and mutual agreement of both Parties.

2. NOTICE

District's representative for administration of this MOU shall be Mark Cerutti; City's representative shall be Sylvia Fort. Any communication required during the term of this MOU, including, without limitation, notice of termination, shall be

deemed given when served by personal delivery, fax or first class mail to the addresses noted below:

Notice to City:

Sylvia Fort  
Recreation Manager  
Department of Parks and Recreation  
City of Sacramento  
915 I Street, 3<sup>rd</sup> Floor  
Sacramento, CA 95814  
(916) 808-8381

Notice to District:

Mark Cerutti  
Associate Superintendent  
EGUSD  
9510 Elk Grove-Florin Road  
Elk Grove, CA 95624  
(916) 686-7712

Any Party who desires to change the identity of its representative or its address for notice may do so by giving notice as described above.

3. PROCEDURES

A. City's Responsibilities

1. Provide an after school educational/enrichment program at the following school site: Edward Harris, Jr. Middle School for School Years 2013-2014, 2014-2015 and 2015-2016 subject to the availability of After School Education and Safety Program Grant and other funds.
2. Develop Program elements in partnership with the District, other community based organizations and partners and the school site and will include minimally one hour of homework and/or tutoring assistance. City staff will provide support to District staff operating the tutorial component. Program elements shall also include other educational and enrichment/recreational activities.
3. Hire or contract with a site coordinator for each school site; the site coordinator shall be selected by the District, the City, and the Principal to oversee and coordinate the school site's Program (including those after school programs offered at the site and not funded by the grant) and to help plan the upcoming Program sessions.
4. Hire or contract with other staff/consultants to sufficiently and effectively staff the Program, except that the City may request that the District contract or hire any teachers who



may be providing the services to the Program using existing After School Education and Safety Program funds.

5. All staff members who directly supervise students shall meet the minimum qualifications for an instructional aide in the District.
6. The program maintains a student-to-staff ratio of no more than 20 to 1 with a daily participant maximum of 150 students.
7. All program staff and volunteers shall be subject to health screening and fingerprint clearance requirements in current law and the District's policy for school personnel and volunteers.
8. Provide supervision, by a City Recreation Supervisor, of the Program at the school sites, who shall provide program development and direction with the District Coordinator and site Principals, oversee implementation, coordinate and organize staff/volunteer training, supervise the site coordinators, monitor the recreation and enrichment portion of the Program.
9. Develop an annual budget in partnership with the District and the school sites for the after school program (attachment A). Invoice the District on a quarterly basis for one quarter of the City's cost as agreed in the budget.
10. Seek other resources to support the Program.
11. Cooperate with and provide information to the District and the District's program evaluator for the evaluation of the Program.
12. Develop special activities or field trips for the sites individually and collectively. The City also agrees to obtain prior permission from students' parents and school site principal or designee for students' participation in City-sponsored field trips and excursions.
13. Comply with the reporting requirements of ASES through California Department of Education grant funds and provide information to the District for compliance with any of its reporting requirements.
14. Comply with the District and school site joint use agreement and permits regarding liability, maintenance, damage etc. at each program site.

15. Comply with requirements of the USDA and EGUSD Nutrition Services Office related to administration and operation of after school snack and other district sponsored nutrition programs. The City agrees to maintain as current and deliver daily all records required by the Nutrition Services Office subject to review and forfeiture of the following month's food service program for non-compliance.
16. Comply with the California Department of Education grant requirements for training of After School Program personnel by allowing at least one City Recreation Supervisor to be involved in the training and to attend mandated meetings.
17. Invoice the District on a quarterly basis for City-incurred overhead and program costs as agreed to in the annual budget. City overhead and program costs will be recalculated annually as part of the annual budget development.

B. District Responsibilities

1. Provide school site facilities including classroom access at the school site at no charge to the City.
2. Provide teachers and/or instructional aides for education/tutorial program components.
3. Subject to District's collective bargaining obligations, attempt to modify custodial schedules at the school sites so that custodial charges can be minimized.
4. In accordance Paragraph 3(A), above, pay the City quarterly based on one quarter of agreed upon annual budget for the City's cost of delivery of the program in an amount not to exceed \$115,000 annually.
5. Support the development of educational curriculum; materials and training that can benefit the educational outcomes component of the school sites.
6. Perform an evaluation with the full cooperation of the City and provide, educational and demographic data needed to evaluate the after school program. The District will fully cooperate in providing the required data needed for Program accountability requirements in a timely manner.
7. Provide program registration forms which meet both District and City requirements/needs.

8. Submit all required reports to the California Department of Education, advise and train City staff on the After School Education and Safety Program Grant requirements, and serve as a liaison between the City and the California Department of Education to answer questions related to compliance with the grant's requirements.
9. Work with the City to mutually appoint a committee to develop and implement the program.
10. Work with the City to develop an effective After School Program marketing and recruitment component to attract students into the program.
11. Comply with the California Department of Education grant requirements for training of After School Program personnel by providing for at least one City Recreation Supervisor involved in the program to attend mandated training.
12. Provide in-kind support and direct services as required by the California Department of Education annually proportionate to number of months program services are provided.
13. Provide an afternoon snack to program participants through the District's Nutrition Services Division.

C. School Site Responsibilities

1. Designate a school staff person to work directly with the site coordinator for program planning, staff hiring assistance and to address any implementation issues.
2. Help recruit program staff among school site staff and parents.
3. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
4. Help recruit students into the Program and provide the Program access to participant parents.
5. Help with distribution and collection of school site program evaluation information.
6. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements needed to be added/modified.

7. Provide space for the Program to operate, including office space for the site coordinator, classroom space for the classes, and storage space for program supplies/materials.
8. Help coordinate custodial and storage needs of the Program.

#### 4. NO JOINT VENTURE

This MOU shall not create between the Parties a joint venture, partnership, or any other relationship of association.

#### 5. NO GRANT OF AGENCY

Except as the Parties may specify in writing, neither Party shall have authority, express or implied, to act on behalf of the other Party in any capacity whatsoever as an agent. Neither Party shall have any authority, express or implied, pursuant to this MOU, to bind the other Party to any obligation whatsoever.

City and its employees and agents performing services related to this MOU are not agents or employees of District and are not entitled to any of the rights and /or benefits of District employees.

District and its employees and agent performing services related to this MOU are not agents or employees of City and are not entitled to any of the rights and/or benefits of City employees.

If in the performance of this MOU any persons are employed by City, such persons shall be entirely and exclusively under direction, supervision and control of City. If in the performance of this MOU any persons are employed by District, such persons shall be entirely and exclusively under the direction, supervision and control of District.

#### 6. INDEMNIFICATION / INSURANCE

The parties agree to be bound by the insurance and hold harmless provisions found in the memorandum of understanding between the City of Sacramento and the Schools Insurance Authority regarding hold harmless and indemnification provisions dated May 31, 2001.

#### 7. NON-WAIVER

Waiver of any breach of, or default under, this MOU shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this MOU.

8. ENTIRE AGREEMENT; MODIFICATION

This MOU contains all of the terms and conditions as agreed upon by the Parties, and supercedes any and all oral or written communications by and between the Parties.

No waiver, alteration, modification, or termination of this MOU shall be valid unless made in writing and signed by the Parties. In the event of a conflict between this MOU and any other agreement or understanding executed by the Parties subsequent to the commencement of this MOU, the terms of this MOU shall prevail and be controlling unless such other agreement expressly provides to the contrary.

9. ASSIGNMENT PROHIBITED

Neither Party may assign any right or obligation pursuant to this MOU. Any attempt or purported assignment of any right or obligation pursuant to this MOU shall be void and of no effect.

10. SEVERABILITY

If any term, covenant, or condition of this MOU is held to by a court of competent jurisdiction to be invalid, the remainder of this MOU shall remain in full force and effect.

11. GOVERNING LAW

The interpretation and enforcement of this MOU shall be governed by the laws of the State of California, the state in which the Agreement is signed.

12. COUNTERPARTS

This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

13. CAPTIONS

The headings or captions contained in this MOU are for identification purposes only and shall have no effect upon the construction or interpretation of this MOU.

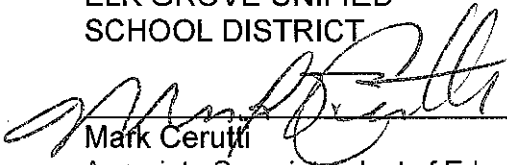
14. AMBIGUITIES

The Parties have each carefully reviewed this MOU and have agreed to each term of this MOU. No ambiguity shall be presumed to be construed against either Party.

15. AUTHORITY

The people executing this MOU have the capacity and are authorized to execute this MOU as the representatives of their respective Party, and to bind their respective Party to the terms of this MOU.


ELK GROVE UNIFIED  
SCHOOL DISTRICT

  
\_\_\_\_\_  
Mark Cerutti  
Associate Superintendent of Education Services

CITY OF SACRAMENTO

By: \_\_\_\_\_  
James L. Combs

For: John F. Shirey, City Manager

  
\_\_\_\_\_  
Carrie Hargis  
Director of Fiscal Services

Approved as to Form:

\_\_\_\_\_  
Senior Deputy City Attorney

Attest:

\_\_\_\_\_  
City Clerk

*WR 1/6  
6/17/12*

**EGUSD AND CITY OF SACRAMENTO  
AFTER SCHOOL PROGRAM BUDGET**

**PROGRAM BUDGET**

<b>Services to be Provided</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
	<b>August 2013- June 2014 Projected Expenses</b>	<b>August 2014- June 2015 Projected Expenses</b>	<b>August 2015- June 2016 Projected Expenses</b>
Comprehensive enrichment/ recreation program. Recreation instruction and other contracted services at school site.	<b>Labor</b>  \$100,000	<b>Labor</b>  \$100,000	\$100,000
	<b>Services &amp; Supplies</b>  \$15,000	<b>Services &amp; Supplies</b>  \$15,000	<b>Services &amp; Supplies</b>  \$15,000
<b>Total</b>	<b>\$115,000</b>	<b>\$115,000</b>	<b>\$115,000</b>

The annual program budget shall not exceed \$115,000 and shall be to provide services at the school site only. The City shall invoice for reimbursement for costs incurred on a quarterly basis not to exceed the annual budget per Section A.9 of the Memorandum of Understanding Re: After School Education and Safety Program (ASES) for ASES between the Elk Grove Unified School District and the City of Sacramento.

Projected allocations will be reviewed and adjusted quarterly based on program attendance, availability of supplemental funding sources and projected costs for delivery of services to be provided.

**Memorandum of Understanding  
City of Sacramento  
Schools Insurance Authority  
Hold Harmless and Indemnification Provisions**

**Introduction**

The City of Sacramento (hereinafter the City) is a public entity which enters into contractual agreements and Memorandums of Understanding (MOU) with California public school districts (hereinafter districts). Such agreements include but are not limited to agreements for processing parking tickets, providing programs such as arts programs and other educational or youth oriented programs including the 4R program, purchase of meals, joint use of facilities, City use of district facilities, district use of City facilities, and City provision of police services.

The Schools Insurance Authority (hereinafter SIA) is a joint powers authority which provides programs to cover its member school districts' general liability (including automobile liability), property and workers compensation exposures. SIA member districts (hereinafter SIA districts) in Sacramento County include Arcohe Union School District, Center Unified School District, Del Paso Heights School District, Elk Grove Unified School District, Elverta Joint School District, Folsom Cordova Unified School District, Galt Joint Union Elementary School District, Galt Joint Union High School District, Natomas Unified School District, North Sacramento School District, Rio Linda Union School District, River Delta Unified School District, Robla School District, Sacramento City Unified School District, the Sacramento County Office of Education, and the San Juan Unified School District. Many SIA districts enter into contractual agreements and MOUs with the City. Such agreements include but are not limited to agreements for processing parking tickets, the City providing programs such as arts programs and other educational or youth oriented programs, the sale of meals to the City, joint use of facilities, City use of district facilities, district use of City facilities, and City provision of police services.

**Purpose**

There is a need to reduce litigation costs between the City and SIA districts when both are named as defendants in tort lawsuits arising out of their contractual agreements, Memorandums of Understanding and other joint activities. When two or more public entities are named defendants, each determines their respective litigation position, which can result in claims and counter claims between them. These actions increase claim and legal costs, consume large amounts of staff time and may result in the plaintiff playing the parties against each other.



The parties to this agreement are resolved to utilize equitable hold harmless indemnification language in the contractual agreements and MOUs between the City and SIA districts and to minimize disagreements arising out of said hold harmless and indemnification provisions.

In addition, the parties to this MOU are resolved to reduce litigation expenses through a coordinated program for handling tort claims and the subsequent lawsuits filed against the City and SIA districts which arise out of their contractual agreements, Memorandums of Understanding and other joint activities.

## **Agreement**

The City and SIA agree to use the hold harmless language outlined in the **Hold Harmless Agreement** section of this MOU in contractual agreements and MOUs between the City and SIA districts with the exception of the districts' use of Memorial Auditorium and the Sacramento Convention Center. For use of the Sacramento Convention Center, other hold harmless language may be used and the districts will be given the option of purchasing through the City, special events coverage covering the district's use of the Memorial Auditorium and Sacramento Convention Center. The cost of the special events coverage shall be added to the district's cost for using the Memorial Auditorium or Sacramento Convention Center. SIA shall recommend that SIA districts purchase the special events coverage.

When a third party claim is made against the City or an SIA district or an incident is disclosed that may lead to a claim, the initially involved entity determines if other entities may also be included in subsequent litigation. The knowledgeable entity then apprises the other entities and investigations are shared.

Using the results of the investigations, the City and SIA will discuss the potential liability of the parties pursuant to the applicable hold harmless and indemnification clauses before cross-actions are filed. All reasonable efforts will be made to reach consensus on each party's respective responsibilities under the hold harmless and indemnification language of the agreement. Such efforts shall be made prior to the filing of any cross actions. If consensus is reached on the liability issues, a joint defense strategy and cost-sharing arrangement may be agreed to.

Best efforts will be used in assessing liability apportionment between the parties, but it is understood that this MOU does not bind the parties without the consent of all the involved parties.

## **Hold Harmless Agreement**

### **INDEMNIFICATION**

DISTRICT shall assume the defense of and indemnify and hold harmless CITY from and against all actions or claims against CITY, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by CITY by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence by the CITY, its officers, agents or employees and except for actions or claims alleging dangerous conditions of CITY property which arise out of the acts or failure to act by the CITY, its officers, agents or employees which are not created by a DISTRICT employee or DISTRICT invitee.

CITY shall assume the defense of and indemnify and hold harmless DISTRICT from and against all actions or claims against DISTRICT, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by DISTRICT by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence by the DISTRICT, its officers, agents or employees and except for actions or claims alleging dangerous condition of DISTRICT property which arise out of the acts or failure to act by the DISTRICT, its officers, agents or employees which are not created by a CITY employee or CITY invitee.

The indemnification provisions contained in this Agreement include but are not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.

It is the intent of the parties that where negligence or responsibility for injury or damages is determined to have been shared, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

Each party shall establish procedures to notify the other party, where appropriate, of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification section. The parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this agreement. Nothing set forth in this Agreement shall establish a standard of care for or create any legal rights for any person not a party to this Agreement.

The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

## INSURANCE

City Insurance. CITY, at its sole cost and expense and for the full term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program or pooled insurance, if any. The CITY must provide an affidavit of self-insurance, or pooled insurance if any.

### Comprehensive General Liability

A policy with a minimum limit of not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage, providing at least all of the following minimum coverages:

- 1) Premises Operations
- 2) Blanket Contractual
- 3) Personal Injury

#### A. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the CITY.

- 1) This policy shall provide coverage for Workers' Compensation (Coverage A) with statutory limits.
- 2) This policy shall also provide coverage of \$100,000 Employers' Liability (Coverage B).

#### B. Comprehensive Business Auto (Only used when applicable to agreement)

A policy with a minimum of not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this agreement.

#### C. Special Provisions

The foregoing requirements as to the types and limits of insurance coverage to be maintained by CITY, and any approval of said insurance by the DISTRICT, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CITY pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

District Insurance. DISTRICT, at its sole cost and expense and for the full term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program. The DISTRICT must provide an affidavit of self-insurance, or pooled insurance, if any.

A. Comprehensive General Liability

A policy with a minimum limit of not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage, providing at least all of the following minimum coverages:

- 4) Premises Operations
- 5) Blanket Contractual
- 6) Personal Injury

B. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the DISTRICT.

- 3) This policy shall provide coverage for Workers' Compensation (Coverage A) with statutory limits.
- 4) This policy shall also provide coverage of \$100,000 Employers' Liability (Coverage B).

C. Comprehensive Business Auto *(Only used when applicable to agreement)*

A policy with a minimum of not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this agreement.

D. Special Provisions

The foregoing requirements as to the types and limits of insurance coverage to be maintained by DISTRICT, and any approval of said insurance by the CITY, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by DISTRICT pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

All insurance requirements shall be met by all parties prior to the commencement of any of the activities required of the parties under this Agreement.

**Severability**

Should any portion, term, condition, or provision of this MOU be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or to be otherwise rendered unenforceable or ineffectual, the remaining portion, terms, conditions, and provisions shall not be affected thereby.

**Term**

The terms of this MOU shall commence upon signature by all parties authorized to enter into this MOU by approval of their respective governing body and shall automatically be renewed thereafter from fiscal year (July to June 30) to fiscal year unless any participating party gives written notice of termination. Any participating party may terminate this MOU in thirty (30) days upon written notification to terminate the agreement with or without cause.

**Amendments and Alterations**

Amendments to this MOU may be made with the mutual written agreement from the participating parties. The MOU shall be periodically reviewed for consideration of appropriate amendments.

No waiver, alteration, modification, or termination of this MOU shall be valid unless made in writing and signed by the authorized Parties hereof. In the event of a conflict between this MOU and any other agreement or understanding executed by the Parties relating to the same subject matter, whether executed prior or subsequent to this MOU, the terms of this MOU shall prevail and be controlling unless such other agreement expressly provides that it supersedes this MOU.

N/A	N/A
_____	_____
City of Sacramento	Date
N/A	N/A
_____	_____
Schools Insurance Authority	Date

**\*\*\* No signature is required, the Hold Harmless MOU has already been executed. An executed copy will be attached to the contract.**

**Board Agenda Item**

**Subject:** \_\_\_\_\_ **Division:** Learning Support Services

**2013-2014 Sacramento County Office of Education Memorandum of Agreement:  
Maintaining and Operating Classes for Severely Handicapped and Seriously Emotionally Disturbed Students**

**Action Requested:**

The Board of Education is requested to receive and approve the continuation of the Sacramento County Office of Education Memorandum of Agreement for Maintaining and Operating Classes for Severely Handicapped and Seriously Emotionally Disturbed Students for the 2013-2014 school year.

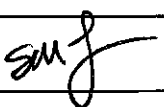
**Discussion:**

Elk Grove Unified School District and the Sacramento County Office of Education collaborate on providing services for severely handicapped and seriously emotionally disturbed students in our district. This arrangement is mutually beneficial to both agencies in providing these services.

The Board of Education is asked to approve the Sacramento County Office of Education (SCOE) Memorandum of Agreement for Maintaining and Operating Classes for Severely Handicapped and Seriously Emotionally Disturbed Students for the 2013-2014 school year.

**Financial Summary:**

**Prepared By:** Bill Tollestrup **Division Approval:** Mark Cerutti

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

## Memorandum of Agreement

### Continuation of the Sacramento County Office of Education Maintaining and Operating Classes for Severely Handicapped and Seriously Emotionally Disturbed Students of the Participating Districts

2013-2014

#### I. Parties to Agreement

This Agreement is by and between the Sacramento County Office of Education (hereinafter called "County Office") and Elk Grove Unified School District, (hereinafter called "District").

#### II. Services to be Provided

The County Office and the District agree that the County Office shall continue to operate the Severely Handicapped and Seriously Emotionally Disturbed classes for the Districts for the term of this agreement.

#### III. Term of Agreement

The term of this agreement is for one (1) year commencing July 1, 2013, and ending June 30, 2014. Any further extension shall be as mutually agreed upon between the parties.

#### IV. Conditions of Agreement

##### 1. Excess Costs

The District agrees to pay to the County Office the amount of Seven Thousand dollars (\$7,000) per student served for the 2013-2014 school year. For purposes of determining the amount to be billed, the District's actual student count on December 1<sup>st</sup> of that year shall be used.

##### 2. Prior Unit Transfer Revenue

As in the previous agreement and hereby continuing in concept, it is agreed by the parties that the additional district base revenue generated as a result of prior funding maximization and/or unit transfer methods, with a COLA adjustment starting in 2006/07, shall be provided to the County Office as these funds have been provided in the past.

It is the intent of this section that neither the County Office nor the district be financially penalized as a result of changes to the State funding model that occurred as a result of Chapter 854, Statutes of 1997 (AB602).

3. Additional Aide Time

If, after a review by the parties, it is determined that additional Instructional Aide time is required to be provided in accordance with any pupil's Individualized Education Program "IEP," the cost of providing such additional aide time shall be the exclusive responsibility of the pupil's individual district of residence.

4. Review of Facility Requirements

It is hereby agreed that a committee composed of representatives of the County Office and the District shall be established to review the existing facility needs of the SH/SED programs. The committee will address issues including, but not limited to, maintenance, rent amounts, space allocations, etc.

V. Amendments

This agreement may be amended by mutual written consent of the parties. The terms and conditions of the agreement will be renegotiated if either of the following two events occur:

1. The County Office or the District suffer a significant fiscal shortfall as a result of extraordinary and/or unanticipated cost increases or funding reductions.
2. The basic funding model for Special Education change during the term of this Agreement.

It is the intent of the parties to negotiate any amendments to this agreement to protect both the County Office and the District from significant funding and/or expenditure changes caused by circumstances not under their respective controls.

VI. Mutual Indemnification

Each party shall defend, indemnify, and hold the other parties, their officers, agents, and employees harmless from and against any and all third party demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not limited to, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property resulting from the willful misconduct or negligent acts or omissions of the indemnifying party or any of its agents, subcontractors, employees, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this



Contract. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

The defense of Due Process Complaints and the services, if any, agreed to or awarded as a result of the Due Process Complaint shall be the sole responsibility of the district of residence of the pupil on whose behalf the Due Process complaint was brought.

This Agreement is entered into on the dates indicated below. This Agreement may be executed in counterparts.

\_\_\_\_\_  
David W. Gordon, Superintendent  
Sacramento County Office of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Steven M. Ladd, Superintendent  
Elk Grove Unified School District

\_\_\_\_\_  
Date

**Board Agenda Item**

**Subject: CARE Program MOU** **Division: Secondary Education**

**Action Requested:**  
The Board is asked to approve a Memorandum of Understanding between the Sacramento County Office of Education (SCOE) and Elk Grove Unified School District (EGUSD) to operate the Community Action for Responsive Education (CARE) program at Laguna Creek High School.

**Discussion:**  
The Board is asked to approve a Memorandum of Understanding between the Sacramento County Office of Education (SCOE) and Elk Grove Unified School District (EGUSD) to operate the Community Action for Responsive Education (CARE) program at Laguna Creek High School.


Operated in partnership with SCOE, CARE is a school within a school program that will serve approximately 20-24 high risk 9<sup>th</sup> graders at LCHS. The program provides a structured learning experience tailored to the students' educational and behavioral needs. CARE's concept is to make school a positive experience for students early in their high school career and to encourage their connections to the school. .

For each school year, ADA revenue will be shared by both parties. Specifically:

- When the district maintains an average ADA of 18 or more in the CARE Program, SCOE will pay the district 50 percent of the CARE ADA times the district's funded base revenue limit after deficits and other adjustments of \$4,728 per ADA, with a student average daily attendance factor of 18. The revenue sharing formula is  $\$4,728 \times 50\% \times 18 \text{ CARE ADA} = \$42,552$ .
- When the district maintains an average ADA lower than 18 but greater than or equal to 15, the district shall receive \$1,250 per ADA. (For example,  $\$1,250 \times 15 \text{ CARE ADA} = \$18,750$ ). However, if SCOE determines it has covered its costs for the CARE Program and has revenue limit funding generated by the CARE Program remaining, it will distribute the remaining revenue limit funding back to the district if the district maintains an average ADA lower than 18 but greater than or equal to 15. This amount will be in addition to the \$1,250 per ADA amount.
- When the district maintains an average ADA of less than 15, the district will not be entitled to any revenue limit payments. However, if SCOE determines it has covered its costs for the CARE Program and has revenue limit funding generated by the CARE Program remaining, it will distribute the remaining revenue limit funding back to the district if the district maintains an average ADA of less than 15.
- It is important to note that ADA will be monitored throughout the year and new students will be added to the program should space become available. Through this monitoring, the school is confident that it will maintain a program enrollment of 18 or more.

The MOU will remain in effect for the 2013-2014 school year and results of the program will be monitored and evaluated.

**Financial Summary:**  
\$6,800 estimated cost for program implementation.

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

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SACRAMENTO COUNTY OFFICE OF EDUCATION  
AND ELK GROVE UNIFIED SCHOOL DISTRICT**

**LAGUNA CREEK HIGH SCHOOL**

**PARTIES**

This Memorandum of Understanding (MOU) is entered into between the Sacramento County Office of Education hereinafter referred to as SCOE and Elk Grove Unified School District, hereinafter referred to as DISTRICT.

**PURPOSE**

Whereas, the SCOE and DISTRICT have worked together to meet the needs of children in Sacramento County, and;

Whereas, the SCOE and DISTRICT desire to jointly operate a community school pursuant to the California Education Code, section 1980 authorizing the establishment of county community schools, therefore;

Be it resolved that the SCOE and DISTRICT shall operate a community school in Elk Grove, California, under the authority of the Sacramento County Board of Education consistent with all provisions of California law applicable to community schools and SCOE's applicable Board Policies and Administrative Rules and Regulations (ARRs), except as otherwise specified herein.

**OPERATIONAL AGREEMENT**

SCOE agrees to do the following:

- Operate the CARE Intervention/Diversion Program (CARE Program) as a community school for students referred by the DISTRICT and approved by Sacramento County Probation as eligible for services under Section 601 of the Welfare and Institutions Code, served by SCOE with SCOE entitled to and claiming the Average Daily Attendance (ADA) and California Basic Educational Data System (CBEDS) information as well as enrolling students with SCOE Statewide Student Identifier (SSID) numbers.
- Assure access for all qualified and eligible students to the community school consistent with all provisions of the California Education Code and the California Code of Regulations related to community schools, and SCOE Board Policies and ARR.
- Hire and supervise an appropriately credentialed teacher.

The DISTRICT hereby agrees to do the following:

- Provide facilities necessary to house the CARE Program within the DISTRICT in order to serve identified students. DISTRICT shall have the right to restrict or deny use of its facilities to students who disrupt DISTRICT operations.
- Provide all educational supplies including textbooks, consumable supplies, technology, and printing as provided to other site teachers.
- Provide classroom furniture for students.
- Provide maintenance, custodial services, and utilities.
- Provide home to school transportation for CARE students, as provided to other students.

- Provide CARE students access to lunch with peers, physical education classes, electives, and extra-curricular activities according to the school site student handbook.
- Provide to the Superintendent all attendance and other information necessary to complete the state reports.
- Administer discipline, when applicable, and use eligibility criteria for sports and school activities for CARE students according to the DISTRICT's written policies and guidelines used for all other students.
- Provide, when applicable, special education services following any Individual Education Plan (IEP), conduct annual reviews, psychological assessment and reevaluation.
- Provide, when applicable, services and accommodations under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

## **JOINT RESPONSIBILITIES**

The CARE teacher, a SCOE administrator, and a DISTRICT administrator will:

- 1) Agree on initial selection of students for CARE based on attendance, academic and behavioral data;
- 2) Determine the appropriateness of placement in the CARE program for students with disabilities and mutually agree on how services will be provided.

## **FISCAL**

SCOE shall receive revenue limit funding based on ADA for students enrolled in the CARE Program (CARE ADA), which SCOE will share with the DISTRICT as described below. Revenue limit sharing shall be the only payments to be paid by SCOE to DISTRICT.

For each school year, revenue generated by CARE ADA will be shared between the parties as follows:

When the DISTRICT maintains an average ADA of 18 or more in the CARE Program, SCOE will pay the DISTRICT 50 percent of the CARE ADA times the DISTRICT's funded base revenue limit after deficits and other adjustments. For example, if the DISTRICT has a funded base revenue limit after deficits and other adjustments of \$4,728 per ADA, with a student average daily attendance factor of 18, the revenue sharing formula is  $\$4,728 \times 50\% \times 18 \text{ CARE ADA} = \$42,552$ .

When the DISTRICT maintains an average ADA lower than 18 and greater or equal to 15, the DISTRICT shall receive \$1250 per ADA. (For example,  $\$1250 \times 15 \text{ CARE ADA} = \$18,750$ .) However, if SCOE determines it has covered its costs for the CARE Program and has revenue limit funding generated by the CARE Program remaining, it will distribute the remaining revenue limit funding back to the DISTRICT if the DISTRICT maintains an average ADA lower than 18 and greater or equal to 15. This amount will be in addition to the \$1250 per ADA amount.

When the DISTRICT maintains an average ADA of less than 15, the DISTRICT will not be entitled to any revenue limit payments. However, if SCOE determines it has covered its costs for the CARE Program and has revenue limit funding generated by the CARE Program remaining, it will distribute the remaining revenue limit funding back to the DISTRICT if the DISTRICT maintains an average ADA of less than 15.

In January of each year, SCOE shall share 25 percent of the revenue with the DISTRICT as described above based on P1 ADA of the current year unless the CARE ADA is less than 15. The final payment, based on annual ADA, shall be made by June 30 of the current year.

## **TERM**

This MOU is entered into and effective for the 2013 - 2014 school year and absent a new agreement or termination, continues each year thereafter.

**TERMINATION OF THE AGREEMENT**

Notice must be given by DISTRICT in writing to discontinue the CARE Program for the following school year to SCOE by February 15 of the current year. For the 2013- 2014 school year, this would require notification by February 15, 2013.

SCOE reserves the right to discontinue the CARE program with 30 days prior notice to the DISTRICT if CARE ADA is less than 13 for any individual class. If SCOE wishes to otherwise discontinue the CARE Program for the following school year, it will provide notice to DISTRICT by February 15 of the current year.

**MODIFICATION**

This MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU. Any changes to this MOU must be agreed to in writing by both parties. Should changes in legislation or the State budget occur that necessitate revision of this MOU, the DISTRICT and SCOE shall meet to revise accordingly.

**INDEMNIFICATION**

DISTRICT agrees to defend, indemnify, and hold harmless SCOE (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of DISTRICT, its director, agents, officers, or employees arising from DISTRICT’s duties and obligations described in this agreement or imposed by law.

SCOE agrees to defend, indemnify, and hold harmless DISTRICT (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of SCOE, its director, agents, officers, or employees arising from SCOE’s duties and obligations described in this agreement or imposed by law.

**INDEPENDENT AGENTS**

This MOU is by and between two independent agents, SCOE and DISTRICT, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association between the two independent agents. SCOE and DISTRICT shall be expected to independently comply with all relevant laws, including, but not limited to those regarding fingerprinting, criminal background checks, and tuberculosis screening.

IN WITNESS WHEREOF, the parties hereto execute this Memorandum of Understanding this \_\_\_\_ day of \_\_\_\_ 2013, in Elk Grove, California

**SIGNATURES**

\_\_\_\_\_  
Matthew D. Perry  
Asst. Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**Board Agenda Item**

**Subject:**  
Out-of-State Field trip **Division:** Secondary Education

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

**Discussion:**

As part of its consent agenda, the Board is asked to approve the out-of-state field trip listed below.

School	Field Trip Destination	Field Trip Purpose	Dates of Trips
Elk Grove High	Reno, NV	Volleyball Tournament	August 30 – September 1, 2013

**Financial Summary:**

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

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

**Board Agenda Item**

**Subject:** \_\_\_\_\_ **Division:** Facilities and Planning  
**2013 Fencing at John Ehrhardt Elementary School  
Acceptance and Notice of Completion**

**Action Requested:**  
The Board of Education is asked to (1) accept the construction of 2013 Fencing at John Ehrhardt Elementary School, and (2) authorize the filing of the Notice of Completion.

**Discussion:**  
On April 16, 2013, the Board of Education awarded a contract to Crusader Fence Company, Inc., for the 2013 Fencing at John Ehrhardt Elementary School project. The work has been completed and is recommended for acceptance by the Architect.  
  
The Administration will file the Notice of Completion with the County Recorder within the statutory ten-day period.

**Financial Summary:**  
Not applicable.

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

Record for the benefit of Elk Grove Unified School District  
Fee exempt pursuant to Government Code Section 6103  
**WHEN RECORDED, PLEASE SEND TO:**

Elk Grove Unified School District  
Facilities and Planning  
9510 Elk Grove-Florin Road, Room 206  
Elk Grove, California 95624

DSA File No. n/a  
DSA Appl. No n/a

**NOTICE OF COMPLETION**  
**NOTICE IS HEREBY GIVEN:**

*That the work of improvements on the real property hereinafter described, consisting of construction of John Ehrhardt Elementary School, 8900 Old Creek Drive, Elk Grove, CA 95758 was completed on the 1st day of July, 2013.*

*That the name and address of the Owner of said property are as follows: ELK GROVE UNIFIED SCHOOL DISTRICT, 9510 ELK GROVE-FLORIN ROAD, ELK GROVE, CALIFORNIA 95624*

*That the nature of its title to said property is a fee simple.*

*That the name of the original Contractor for the work of improvements as a whole is Crusader Fence Co., Inc. of Rancho Cordova; that the name of the surety for said Contractor is Merchants Bonding Company incorporated under the laws of the State of Iowa; and authorized to do business in the State of California by the laws of the State of California.*

*The property herein referred to is located in the County of Sacramento, and is a portion of the ELK GROVE UNIFIED SCHOOL DISTRICT property.*

\_\_\_\_\_ being first sworn, deposes and says: *That he/she is an Authorized School official of the Elk Grove Unified School District of Sacramento County, a political subdivision of the State of California, who executed the foregoing Notice of Completion; and he/she has read the same and knows the content thereof, and the same is true of his/her own knowledge; that he/she makes this affidavit for and on behalf of the said Elk Grove Unified School District of Sacramento County, a political subdivision of the State of California.*

*Elk Grove Unified School District*

By \_\_\_\_\_  
*Authorized School Official*

STATE OF CALIFORNIA  
COUNTY OF SACRAMENTO

*Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence, to be the person who appeared before me.*

\_\_\_\_\_  
*Signature of Notary Public*