

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  
September 3, 2013  
Closed Session – 5:30 p.m.  
Regular Session – 7:00 p.m.

Item

Time – Approximate

Public Comment on Items on Agenda or Not on the Agenda

**NOTICE**

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

CLOSED SESSION – 5:30 p.m.

1 ½ Hours

1. Conference with Labor Negotiators  
Agency designated representatives: Glen De Graw, Richard Fagan,  
Steven M. Ladd, Karen Rezendes  
Employee Organization: All Elk Grove Unified School District  
Bargaining Units
2. Conference with Legal Counsel – Anticipated Litigation – 1 Case: Sacramento  
Superior Court Case #34-2013-0014107
3. Public Employee Appointment/Employment: High School Vice Principal;  
High School Program Administrator, Title I/Comp Ed
4. Superintendent's Evaluation

OPEN MEETING - 7:00 p.m.

- I. Pledge of Allegiance 5 Minutes
- II. Presentations/Recognitions
  5. High School Student Reports – Florin and Sheldon 10 Minutes
  6. 2013 California State Fair Winners 10 Minutes
- III. Student Expulsion Recommendations - None
- IV. Budget Update
  7. 2013-14 Budget Update and 2012-13 Preliminary Unaudited  
Actual Income & Expenditures 10 Minutes

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September 3, 2013

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<u>Item</u>	<u>Time – Approximate</u>
V. Board Member and Superintendent Reports	
VI. Public Comment	
VII. Bargaining Units	
VIII. Reports	
8. October 3, 2013 Emergency Auto Dialer Test	10 Minutes
IX. Public Hearing/Action Items	
9. Education Code Section 17556, et seq.: Consideration of Resolution to Grant Public Utility Easements and Right of Way Easements to the City of Elk Grove for the Marion Mix Elementary School Project	5 Minutes
X. Discussion Items	
10. Peanut Allergy	10 Minutes
11. Video Recording of Board Meetings	10 Minutes
12. Revisions to Board Policy 6159.2 – Nonpublic, Nonsectarian School and Agency Services for Special Education	10 Minutes
13. Revisions to Board Policy 6142.1 – Sexual and Human Immunodeficiency Virus (HIV)/Acquired Immune Deficiency Syndrome (AIDS) Prevention Instruction	10 Minutes
14. Extension of Contract with Elk Grove Adult Community Training	5 Minutes
XI. Discussion/Action Items	
15. Health Benefits Brokerage Contract Renewal	5 Minutes
16. Health Benefits Consultant Contract	5 Minutes
17. California Nutrition Network (CNN) Grant Nutrition Assistants	5 Minutes
XII. Action Items	
18. Pupil Textbooks and Instructional Materials Resolution	
19. Elk Grove Unified School District's Annual Service Delivery/ Budget Plan for Special Education	
20. Constitution Day Resolution	
21. Hispanic Heritage Month Resolution	
22. Character Education Month Resolution	
XIII. Consent Agenda – Action	5 Minutes
23. Approval of Minutes	
24. Personnel Actions	

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Item

Time – Approximate

XIII. Consent Agenda – Action (Continued)

25. Approval of Purchase Order History
26. Disposal of Obsolete/Surplus Property
27. Acceptance of Gifts
28. Receipt of Bids and Award of Contract for Fluorescent Bulbs and Electronic Ballasts, Bid #542-13/14
29. Approval of Section 125 Flexible Benefit Plan Adoption Agreement and Application for medical Expense Reimbursement
30. Renewal of Independent Living Program (ILP) Contract and New Independent Living Program 2.0 Contract for 2013-14 between Foster Youth Services and Sacramento County Department of Health and Human Services, Child Protective Services
31. Agricultural Career Technical Education Incentive Grant Funding Application for Program Year 2013-14
32. Project R.I.D.E. Operational Agreement
33. Elk Grove Auto Mall 2013-2014 Graduating Seniors Attendance Drive Agreement
34. Designation of Responsibility for Community Care Licensing Application
35. Cosumnes Oaks High School Ventilation Improvements at Gymnasium, Award of Contract
36. Samuel Jackman Middle School, Laguna Creek High School Irrigation System Improvements, Award of Contract

XIV. Other Action Items

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

XV. Information Items

38. Other Items from the Floor 5 Minutes
39. Items for Future Agendas 5 Minutes

XVI. 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.

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 6

**Board Agenda Item**

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

Meeting Date: September 3, 2013

**Subject:**

Division: Secondary Education

**2013 CALIFORNIA STATE FAIR WINNERS**

**Action Requested:**

The Board of Education is asked to recognize the Elk Grove Unified School District students who received awards in their respective categories at the 2013 Sacramento County and California State Fair.

**Discussion:**

The Board is asked to recognize students from Elk Grove, Pleasant Grove and Sheldon High Schools who received awards in their respective categories at the 2013 Sacramento County and California State Fair.

**Financial Summary:**

N/A

Prepared By: Kathy Hamilton, Career Technical Ed Division Approval: Christina Penna, Secondary Education

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

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item

No:

7

Board Agenda Item

Supplement No.

Meeting Date:

September 3, 2013

Subject:

2013-14 Budget Update and 2012-13 Preliminary Unaudited  
Actual Income & Expenditures

Department:

Budget/Fiscal Services

Action Requested:

The Board is asked to receive a budget update and a preliminary report of 2012-13 Unaudited Actual Income & Expenditures.

Discussion:

The attached report outlines the current status of the 2013-14 Budget and a preliminary report of the 2012-13 Unaudited Actual Income and Expenditures.

Attachment to follow.

Financial Summary:

Prepared By: Shannon Stenroos

Division Approval:

Rich Fagan

Prepared By: Shelley Clark/Carrie Hargis

Superintendent Approval:

Steven M. Ladd, Ed.D.

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 8

**Board Agenda Item**

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

Meeting Date: September 3, 2013

**Subject:** October 3, 2013 Emergency Auto Dialer Test Call

**Divisions:** Communications/Technology Services

**Action Requested:** The Board is asked to hear a presentation about EGUSD's emergency auto dialer system and the test call scheduled for Thursday, October 3, 2013.

**Discussion:** The Elk Grove Unified School District has a communications plan in place in the event of a major or catastrophic emergency. Included in this plan, is an emergency auto dialing system which allows the District to call the parents and guardians of all 62,000 students very rapidly. New to this system is the ability for parents to choose to receive a text instead of a call on their mobile phone. Parents will have to opt-in for this service.

In order to ensure that the District is prepared to use this system, EGUSD will conduct a test call on Thursday, October 3, 2013. The call will be made to the primary home telephone number and mobile phone number listed for each student's parent or guardian.


**Financial Summary:** N/A

**Prepared By:** Elizabeth Graswich

**Division Approval:** Elizabeth Graswich and Steve Mate

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

**Superintendent Approval:** 

- In a major emergency, EGUSD will use the following tools to communicate with parents:
- Emergency Auto Dialer Notification System (phone and text)
  - EGUSD Emergency Website
  - Letters
  - Emails/School Loop
  - Information on school websites
- 
- The logo for Elk Grove Unified School District, featuring the words "ELK GROVE" above a stylized graphic of a person with arms raised, and "UNIFIED SCHOOL DISTRICT" below it.

## EGUSD's Emergency Auto Dialer System

### One Call Now

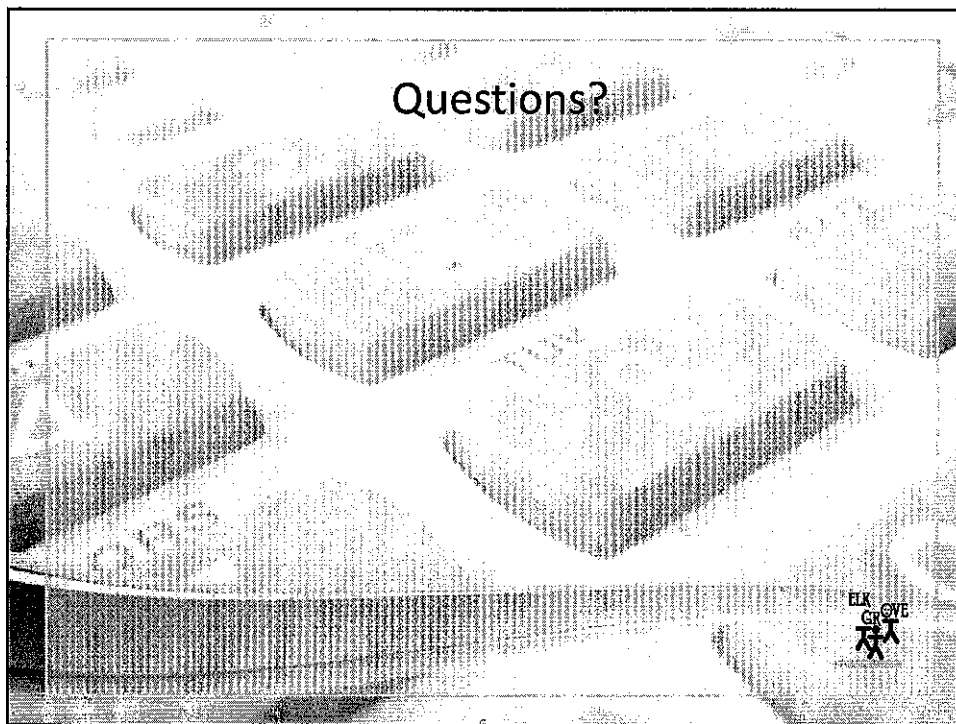
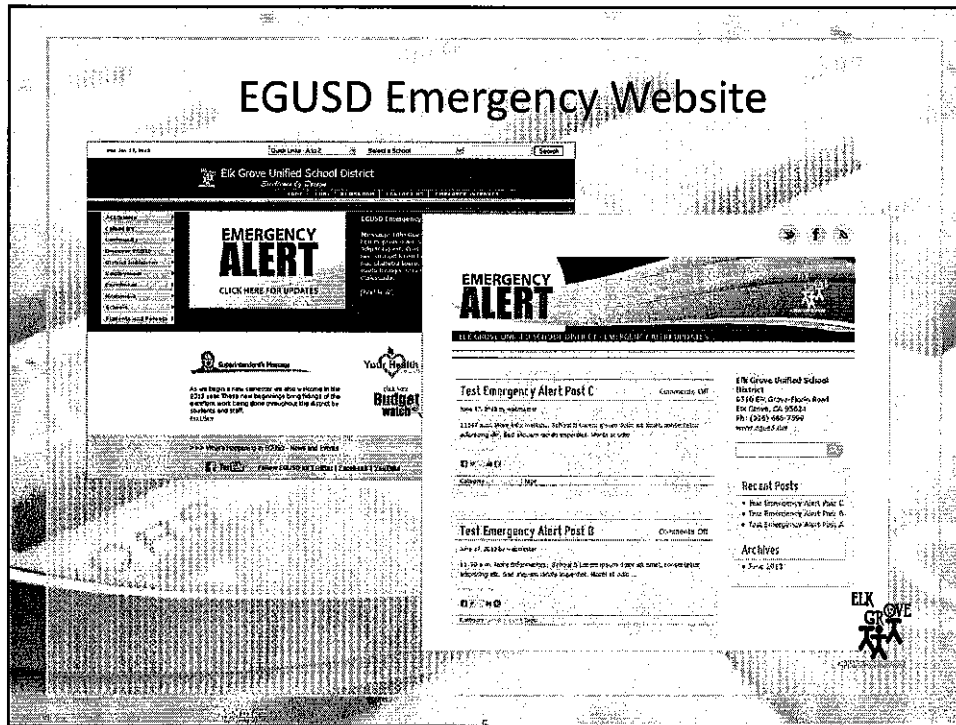
- One Call Now
- Enables district to make thousands of calls in minutes
- Able to call all parent/guardian home and cell phone numbers
- Able to call all phone numbers associated with an EGUSD employee



## Text Option

- New for 2013-2014 school year
- Parents have to opt-in
- Parents will be notified that they may be charged by their phone company depending on the service





ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 9

**Board Agenda Item**

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

Meeting Date September 3, 2013

**Subject:**

Division: Facilities and Planning

**Education Code section 17556, et seq.: Consideration of Resolution to Grant Permanent Public Utility Easements and Right of Way Easements to the City of Elk Grove for the Marion Mix Elementary School Project.**

**Action Requested:**

The Board of Education is asked to (1) Open a public hearing and receive comments on the granting of easements; (2) Close the public hearing; and if no comments are received, (3) adopt Resolution # 10, 2013-14 Granting Permanent Public Utility Easements and Right of Way Easements to the City of Elk Grove for the Marion Mix Elementary School Project.

**Discussion:**

The City of Elk Grove has requested that the District convey two (2) public utility easements and two (2) right of way easements on the Marion Mix Elementary School site at 4700 Laguna Park Drive, Elk Grove, CA as described in the Agreement for Acquisition of Easement with Exhibits (Attachment "A").

The purpose of these easements is to construct and maintain public utilities and roadways which serve the property.

The Resolution Granting Permanent Easements must be adopted by a 2/3 vote by the Board and must be published and posted as prescribed by law.

**Financial Summary:**

Not applicable.

Prepared By: \_\_\_\_\_ Division Approval: Robert Pierce *RP*  
Prepared By: William Heinicke *WH* Superintendent Approval: Steven M. Ladd, Ed.D. *SL*

BEFORE THE BOARD OF EDUCATION  
OF THE ELK GROVE UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 10

IN RE THE MATTER OF	)	<b>RESOLUTION GRANTING</b>
CONVEYING PERMANENT	)	<b>PERMANENT EASEMENTS TO THE</b>
EASEMENTS FOR USE TO THE	)	<b>CITY OF ELK GROVE FOR MARION</b>
CITY OF ELK GROVE	)	<b>MIX ELEMENTARY SCHOOL</b>
	)	<b>PROJECT</b>
	)	
	)	
	)	
	)	
	)	
	)	
	)	

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WHEREAS, the Elk Grove Unified School District ("District") is the owner of certain real property designated as APN 119-0133-009, APN 119-0133-011, and APN 119-1370-034, in Elk Grove, Sacramento County, California, upon which the Marion Mix Elementary School is to be located ("Property"); and

WHEREAS, the City of Elk Grove ("City") desires to acquire two permanent public utility easements to construct and maintain public utility facility improvements on the Property and two permanent right of way easements to construct and maintain rights of way to allow for ingress and egress to the Property bearing legal description attached as Exhibits A-1 through A-4 and depicted in Exhibits B-1 through B-4 (the "Easements"); and

WHEREAS, the Easements are not now and will not at the time of delivery of possession to the City be needed exclusively for classroom or other purposes by the District; and

WHEREAS, it is in the best interest of the District to transfer the Easements to City in that City will give valuable consideration including maintenance of the improvements, pursuant to the terms of those Contracts of Acquisition, attached as Exhibits C-1 through C-4; and

WHEREAS, the Board of Education adopted a Resolution of Intention to Convey such permanent easements as Resolution No. \_\_\_\_\_ on August 20, 2013; and

WHEREAS, notice was duly posted and published for a public hearing for the Board

meeting on September 3, 2013 at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, and

WHEREAS, a public hearing was held on September 3, 2013, at which time no comments were heard, nor has a petition been submitted protesting the proposed easements signed by at least ten percent (10%) of the qualified electors of the District.

NOW, THEREFORE, BE IT RESOLVED that the Superintendent, or his authorized designee, and, to the extent required by law, the President of the Board of Education, are authorized to execute such easement documents as necessary to carry out the purposes of this Resolution.

PASSED AND ADOPTED by the Elk Grove Unified School District Board of Education on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the following two-thirds vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTEST:

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Clerk  
Board of Education  
Elk Grove Unified School District

**Exhibit A-1**

Legal Description

Following 4 pages

## Exhibit A

### 12.50 Foot Public Utility Easements

#### Elk Grove Unified School District

Being a portion of Parcel A of that certain Parcel Map on file in the Office of the Recorder in Book 71 of Parcel Maps Page 16, City of Elk Grove, County of Sacramento, State of California.

~~Together with a portion of Parcel A and Parcel B is of that certain Parcel Map on file in~~  
the Office of Recorder in Book 71 of Parcel Maps at Page 15, City of Elk Grove, County of Sacramento, State of California.

Beginning at a point on the southerly line of Parcel A of said Parcel Map Recorded in Book 71 at Page 16 of Parcel Maps, said point bears North 89° 33' 30" West 34.77 feet from the Southeast corner of said Parcel A; thence from the said Point of Beginning the following twenty-three (23) courses:

1. Leaving said Southerly line North 07°33'02" East 216.85 feet to a curve to the left;
2. Along a curve to the left with a radius of 12.50 feet having a central angle of 97°06'32" with an arc length of 21.19 feet, subtended by a chord of North 41°00'14" West 18.74 feet;
3. North 89°33'30" West 265.54 feet to a curve to the right;

4. Along a curve to the right with a radius of 531.00 feet having a central angle of  $13^{\circ}16'46''$  with an arc length of 123.07 feet, subtended by a chord of North  $82^{\circ}55'07''$  West 122.79 feet to a reverse curve to the left;
5. Along a reverse curve to the left with a radius of 497.50 feet having a central angle of  $13^{\circ}16'46''$  with an arc length of 115.31 feet, subtended by a chord of North  $82^{\circ}55'07''$  West 115.05 feet;
6. North  $89^{\circ}33'30''$  West 76.82 feet to a curve to the right;
7. Along a curve to the right with a radius of 326.50 feet having a central angle of  $09^{\circ}10'05''$  with an arc length of 52.24 feet, subtended by a chord of North  $84^{\circ}58'27''$  West 52.19 feet;
8. North  $89^{\circ}33'30''$  West 23.47 feet to the West line of Parcel A of aforesaid Parcel Map Recorded in Book 71 at page 16 of Parcel Maps.
9. Along said West line North  $07^{\circ}33'02''$  East 12.60 feet;
10. Leaving said West line South  $89^{\circ}33'30''$  East 22.90 feet to a non-tangent curve to the left;
11. Along a non-tangent curve to the left with a radius of 314.00 feet a radial line of said curve to said beginning bears south  $09^{\circ}47'40''$  west having a central angle of  $09^{\circ}21'10''$  with an arc length of 51.26 feet, subtended by a chord of South  $84^{\circ}52'55''$  East 51.20 feet;
12. South  $89^{\circ}33'30''$  East 76.82 feet to a curve to the right;
13. Along a curve to the right with a radius of 510.00 feet having a central angle of  $13^{\circ}16'46''$  with an arc length of 118.20 feet subtended by a chord of South  $82^{\circ}55'07''$  East 117.94 feet to a reverse curve to the left;

14. Along said reverse curve to the left with a radius of 518.50 feet having a central angle of  $13^{\circ}16'46''$  with an arc length of 120.17 feet, subtended by a chord of South  $82^{\circ}55'07''$  East 119.90 feet;
15. South  $89^{\circ}33'30''$  East 265.54 feet to a curve to the right;
16. Along a curve to the right with a radius of 25.00 feet having a central angle of  $97^{\circ}06'32''$  with an arc length of 42.37 feet subtended by a chord of South  $41^{\circ}00'14''$  East 37.48 feet to a point on the westerly line of that certain Offer of Dedication as Recorded in Book 900815 of Official Records Page 1630;
17. Along said westerly line South  $07^{\circ}33'02''$  West 215.29 feet to a point on the Southerly line of Parcel A of that certain Parcel Map Recorded in Book 71 at Page 16 of Parcel Maps, said Southerly line being common to the Northerly line of Parcel B of that certain Parcel Map Recorded in Book 71 at Page 15 of Parcel Maps;
18. Along the Westerly line of that certain Offer of Dedication as Recorded in Book 900703 of Official Records Page 393 South  $07^{\circ}33'02''$  West 81.07 feet;
19. South  $06^{\circ}23'44''$  West 56.52 feet to a point on the Southerly line of Parcel B being common to the Northerly line of Parcel A of Parcel Maps Recorded in Book 71 at Page 15 of Parcel Maps;
20. Along the Westerly line of that Offer of Dedication as Recorded in Book 900703 of Official Records Page 394 South  $06^{\circ}23'44''$  West 164.23 feet to the Southerly line of Parcel A of Parcel Map recorded in Book 71 at Page 15 of Parcel Maps;
21. Along said Southerly line North  $89^{\circ}33'30''$  West 12.57 feet;
22. Leaving said Southerly line North  $06^{\circ}23'44''$  East 222.18 feet;
23. North  $07^{\circ}33'02''$  East 79.63 feet to the Point of Beginning.

Containing square feet 15,067 (0.34 acres)

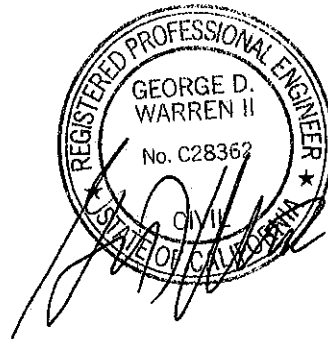
Basis of bearing for this description is identical to that certain Parcel Map on file in the Office of Records in Book 71 of Parcel Maps at Page 16, County of Sacramento, State of California.

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End of Description

This legal description was prepared by George D. Warren II, RCE C28362 or under my direction pursuant to the requirements of the Professional Land Surveyors Act.

Prepared by: Warren Land Surveying, Inc.  
1117 Windfield Way, Ste. 110  
El Dorado Hills, CA 95762  
May 23<sup>rd</sup>, 2013

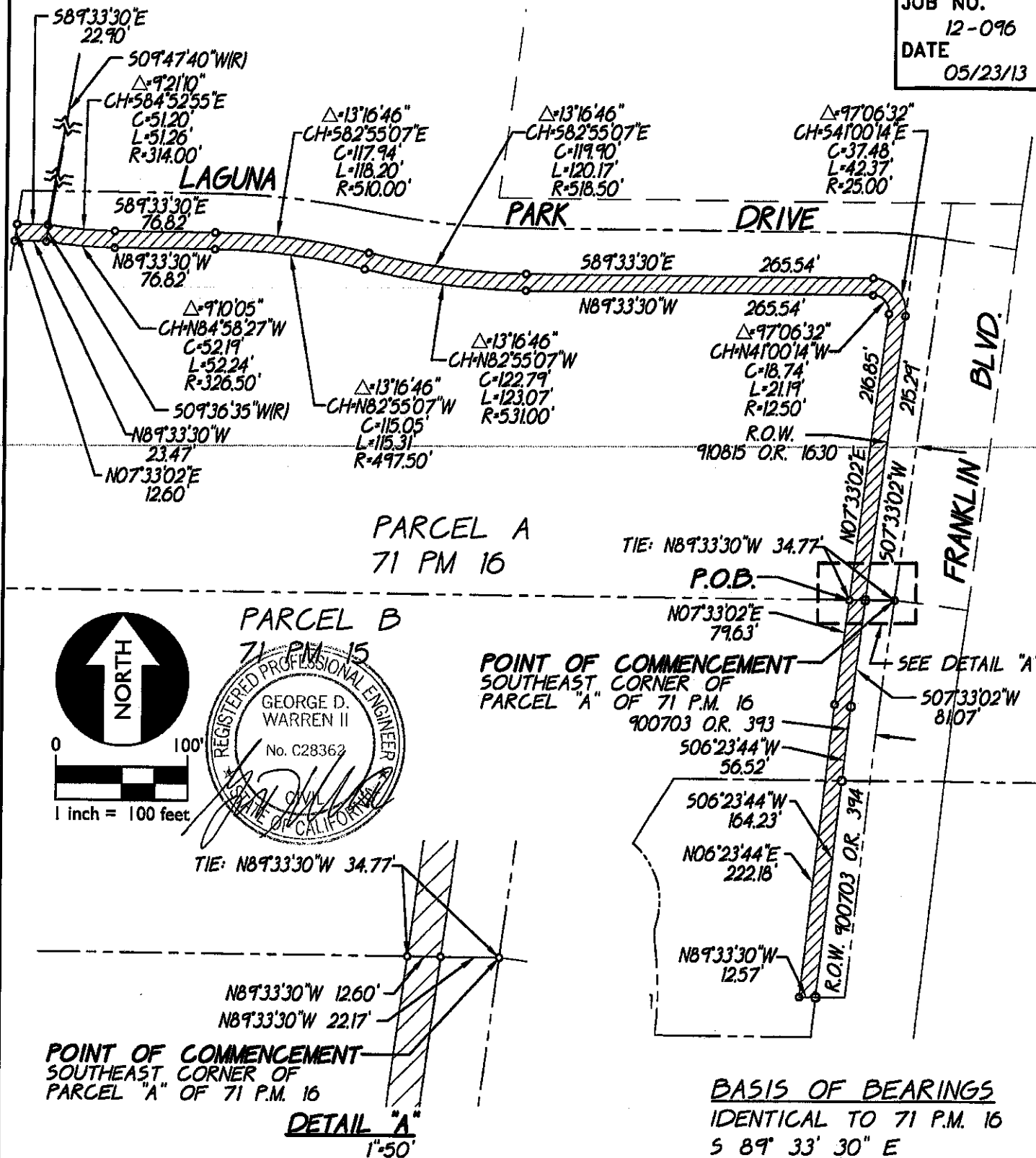


**Exhibit B-1**

Easement Diagram

Following 1 page

JOB NO.  
12-096  
DATE  
05/23/13



**EXHIBIT "B"**  
**125' PUBLIC UTILITY EASEMENT**  
**AT**  
**MARION MIX ELEMENTARY SCHOOL**

WARREN LAND SURVEYING, INC.  
1117 Windfield Way, Suite 110  
El Dorado Hills, CA. 95762  
916-985-1870

FOR  
ELK GROVE UNIFIED SCHOOL DISTRICT

CITY OF ELK GROVE, SACRAMENTO COUNTY, CALIFORNIA

**SCALE**  
1"=100'

04-11-B-EXHIBIT-B-096

**Exhibit C-1**

Contract of Acquisition

Following 1 page

**NO FEE DOCUMENT**

Government Code §6103

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

**CITY OF ELK GROVE**

8401 Laguna Palms Way

Elk Grove, CA 95758

Attn: City Clerk

The Above Space For Recorder's Use Only

O.K. to Accept \_\_\_\_\_

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

Project Name: Marion Mix Elementary School

Address: 4730 Laguna Park Drive

A.P.N.: 119-0133-009, 011 & 119-1370-034

Project No.: PW-09-9002

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

**EASEMENT FOR PUBLIC UTILITY**

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged,

**Elk Grove Unified Scholl District**

hereby grants to the **CITY OF ELK GROVE**, a municipal corporation in the County of Sacramento, State of California, an EASEMENT for the installation and maintenance of electrolliers, traffic control devices, water, gas, sewer and drainage pipes, and for overhead and/or underground wires and conduits for electrical, television, and telephone services, together with any and all appurtenances pertaining thereto, on, over, under and across that certain real property in the City of Elk Grove, County of Sacramento, State of California, described as follows:

**See Exhibit A, legal description, and Exhibit B, plat to accompany legal description, attached hereto and made a part hereof.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**GRANTORS: Elk Grove Unified School District.**

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

(print name an title) \_\_\_\_\_

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

(print name and title) \_\_\_\_\_

**Exhibit A-2**

Legal Description

Following 4 pages

Exhibit A

12.50 Foot Public Utility Easements

Elk Grove Unified School District

Being a portion of Parcel B, in the City of Elk Grove, County of Sacramento, State of California, filed in Book 71 at page 15 of Parcel Maps, together with portions of Parcel A, as shown on said Parcel Map and Lot 33, as shown Plat of Laguna Ranch Estates, filed in Book 222 at Page 33, of Maps, both records of said County as merged by that certain Certificate of Compliance-Consolidation recorded in Book 19920616 Page 597, Official Records of said County described as follows:

**Public Utility Easement #1**

Beginning at a point on the westerly line of aforesaid Parcel B distant thereon North 07°33'02" East 24.19 feet from the Southwest corner of said Parcel B; thence from the said Point of Beginning the following six (6) courses:

1. Along the westerly line of said Parcel B North 07°33'02" East 12.60 feet;
2. Leaving said westerly line South 89°33'30" East 156.84 feet to the beginning of a non-tangent curve having a radius of 44.50 feet, a radial line of said curve to said beginning bears North 11°43'40" West, said beginning is hereafter referred to as **Point A**, thence;

3. Along said curve to the left with a radius of 44.50 feet having a central angle of  $17^{\circ}43'31''$  with an arc length of 13.77 feet, subtended by a chord of South  $69^{\circ}24'34''$  East 13.71 feet;
4. South  $60^{\circ}32'49''$  West 10.80 feet to a curve to the right;
5. Along a curve to the right with a radius of 16.50 feet having a central angle of  $29^{\circ}53'41''$  with an arc length of 8.61 feet, subtended by a chord of South  $75^{\circ}29'40''$  West 8.51 feet;
6. North  $89^{\circ}33'30''$  West 128.01 feet to the Point Of Beginning.

Containing: 1,785 square feet or 0.04 acres

## **Public Utility Easement #2**

Beginning at a point that bears the following two (2) courses from aforesaid Point A:

1. Along a curve to the right with a radius of 44.50 feet having a central angle of  $12^{\circ}10'10''$  with an arc length of 9.45 feet subtended by a chord of North  $84^{\circ}21'25''$  East 9.43 feet;
2. South  $89^{\circ}33'30''$  East 295.35 feet;

Thence, from said Point of Beginning the following eleven (11) courses:

1. Said Point of Beginning being the beginning of a non-tangent curve to the right having a radius of 68.00 feet, a radial line of said curve to said beginning bears North  $32^{\circ}11'29''$  West, having a central angle of  $69^{\circ}20'32''$  with an arc length of 82.30 feet subtended by a chord of South  $87^{\circ}31'13''$  East 77.37 feet to a point on the Northerly line of aforesaid Parcel A;
2. Continuing along a curve to the right with a radius of 68.00 feet having a central angle of  $69^{\circ}57'42''$  with an arc length of 83.03 feet, subtended by a chord of South  $17^{\circ}52'06''$  East 77.97 feet to a reverse curve to the left;
3. Along said reverse curve to the left with a radius of 19.00 feet having a central angle of  $24^{\circ}54'11''$  with an arc length of 8.26 feet, subtended by a chord of South  $04^{\circ}39'40''$  West 8.19 feet to a reverse curve to the right;
4. Along said reverse curve to the right with a radius of 300.66 feet having a central angle of  $13^{\circ}51'48''$  with an arc length of 72.75 feet, subtended by a chord of South  $00^{\circ}51'32''$  East 72.57 feet to the southerly line of said Lot 33;
5. Along said southerly line North  $89^{\circ}33'30''$  West 12.56 feet;
6. Leaving said southerly line along a non-tangent curve to the left having a radius of 288.16 feet, a radial line of said curve to said beginning bears South  $83^{\circ}40'55''$  East, having a central angle of  $14^{\circ}06'31''$  with an arc length of 70.96 feet, subtended by a chord of North  $00^{\circ}44'11''$  West 70.78 feet to a reverse curve to the right;
7. Along said reverse curve to the right with a radius of 31.50 feet having a central angle of  $24^{\circ}54'11''$  with an arc length of 13.69 feet, subtended by a chord of North  $04^{\circ}39'40''$  East 13.58 feet to a reverse curve to the left;

8. Along said reverse curve to the left with a radius of 55.50 feet having a central angle of  $68^{\circ}48'48''$  with an arc length of 66.66 feet, subtended by a chord of North  $17^{\circ}17'39''$  West 62.73 feet to a point on the northwesterly line of aforesaid Parcel A;
9. Continuing along a curve to the left with a radius of 55.50 feet having a central angle of  $33^{\circ}58'38''$  with an arc length of 32.91 feet, subtended by a chord of North  $68^{\circ}41'22''$  West 32.43 feet;
10. North  $85^{\circ}40'41''$  West 27.97 feet;
11. North  $89^{\circ}33'30''$  West 12.53 feet to the Point of Beginning.

Containing: 2,757 square feet or 0.06 acres

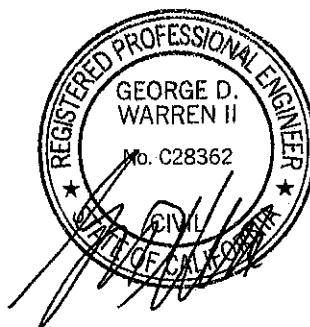
Basis of bearing for this description is identical to that certain Parcel Map on file in the Office of Records in Book 71 of Parcel Maps at Page 15, County of Sacramento, State of California.

### **End of Public Utility Easement #2**

This legal description was prepared by George D. Warren II, RCE C28362 or under my direction pursuant to the requirements of the Professional Land Surveyors Act.

Prepared By: Warren Land Surveying, Inc.

1117 Windfield Way, Ste. 110  
El Dorado Hills, CA 95762  
May 23<sup>rd</sup>, 2013



**Exhibit B-2**

Easement Diagram

Following 1 page

04-11-D-EXHIBIT-B-076

**Exhibit C-2**

**Contract of Acquisition**

Following 1 page

**NO FEE DOCUMENT**

Government Code §6103

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

**CITY OF ELK GROVE**

8401 Laguna Palms Way

Elk Grove, CA 95758

Attn: City Clerk

The Above Space For Recorder's Use Only

O.K. to Accept \_\_\_\_\_

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

Project Name: Marion Mix Elementary School

Address: 4730 Laguna Park Drive

A.P.N.: 119-0133-009 & 119-1370-034

Project No.: PW-09-9002

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

**EASEMENT FOR PUBLIC UTILITY**

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged,

**Elk Grove Unified School District**

hereby grants to the **CITY OF ELK GROVE**, a municipal corporation in the County of Sacramento, State of California, an **EASEMENT** for the installation and maintenance of electrolers, traffic control devices, water, gas, sewer and drainage pipes, and for overhead and/or underground wires and conduits for electrical, television, and telephone services, together with any and all appurtenances pertaining thereto, on, over, under and across that certain real property in the City of Elk Grove, County of Sacramento, State of California, described as follows:

**See Exhibit A, legal description, and Exhibit B, plat to accompany legal description, attached hereto and made a part hereof.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**GRANTORS: Elk Grove Unified School District**

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

(print name an title) \_\_\_\_\_

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

(print name and title) \_\_\_\_\_

**Exhibit A-3**

Legal Description

Following 3 pages

Exhibit A

Right of Way Dedication

Elk Grove Unified School District

Being a portion of Parcel A of that certain Parcel Map on file in the Office of the Recorder in Book 71 of Parcel Maps at Page 16, in the City of Elk Grove, County of Sacramento, State of California described as follows:

Beginning at a point on the South line of that certain Irrevocable Offer of Dedication as shown on said Parcel Map, said point bears the following two (2) courses from the Northwest corner of aforesaid Parcel A:

1. South 07°33'02" West 25.20 feet;
2. South 89°33'30" East 22.90 feet to the True Point of Beginning;

Thence from said Point of beginning the following fifteen (15) courses:

1. Along said South line South 89°33'30" East 127.17 feet to a curve to the right;
2. Along a curve to the right with a radius of 575.00 feet having a central angle of 11°06'46" with an arc length of 111.52 feet, subtended by a chord of South 84°00'07" East 111.35 feet to a reverse curve to the left;
3. Along said reverse curve to the left with a radius of 442.34 feet having a central angle of 15°48'10" with an arc length of 122.01 feet, subtended by a chord of South 81°39'25" East 121.62 feet;

4. South  $89^{\circ}33'30''$  East 101.82 feet;
5. South  $85^{\circ}16'09''$  East 40.11 feet;
6. South  $89^{\circ}33'30''$  East 133.98 feet to a curve to the right;
7. Along a curve to the right with a radius of 167.00 feet having a central angle of  $07^{\circ}06'32''$  with an arc length of 20.72 feet, subtended by a chord of South  $86^{\circ}00'14''$  East 20.71 feet to a compound curve to the right;
8. Along a compound curve to the right with a radius of 25.00 feet having a central angle of  $06^{\circ}51'43''$  with an arc length of 2.99 feet subtended by a chord of South  $79^{\circ}01'07''$  East 2.99 feet to the West line of that certain Offer of Dedication Recorded in Book 910815 of Official Records at Page 1630 in the County of Sacramento, State of California;
9. Along said west line South  $07^{\circ}33'02''$  West 27.65 feet;
10. Leaving said West line along a curve to the left with a radius of 25.00 feet having a central angle of  $97^{\circ}06'32''$  with an arc length of 42.37 feet, subtended by a chord of North  $41^{\circ}00'14''$  West 37.48 feet;
11. North  $89^{\circ}33'30''$  West 265.54 feet to a curve to the right;
12. Along a curve to the right with a radius of 518.50 feet having a central angle of  $13^{\circ}16'46''$  with an arc length of 120.17 feet, subtended by a chord of North  $82^{\circ}55'07''$  West 119.90 feet to a reverse curve to the left;
13. Along said reverse curve to the left with a radius of 510.00 feet having a central angle of  $13^{\circ}16'46''$  with an arc length of 118.20 feet, subtended by a chord of North  $82^{\circ}55'07''$  West 117.94 feet;
14. North  $89^{\circ}33'30''$  West 76.82 feet to a curve to the right;

15. Along a curve to the right with a radius of 314.00 feet having a central angle of 09°21'10" with an arc length of 51.26 feet, subtended by a chord of North 84°52'55" West 51.20 feet to the Point of Beginning.

Containing: 2,366 square feet (0.05 acres)

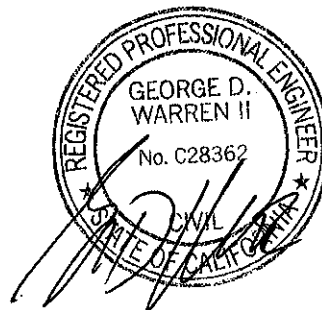
Basis of bearing for this description is identical to that certain Parcel Map on file in the Office of Records in Book 71 of Parcel Maps at Page 16, County of Sacramento, State of California.

End of Description

This legal description was prepared by George D. Warren II, RCE C28362 or under my direction pursuant to the requirements of the Professional Land Surveyors Act.

Prepared by: Warren Land Surveying, Inc.

1117 Windfield Way, Ste. 110  
El Dorado Hills, CA 95762  
May 23<sup>rd</sup>, 2013

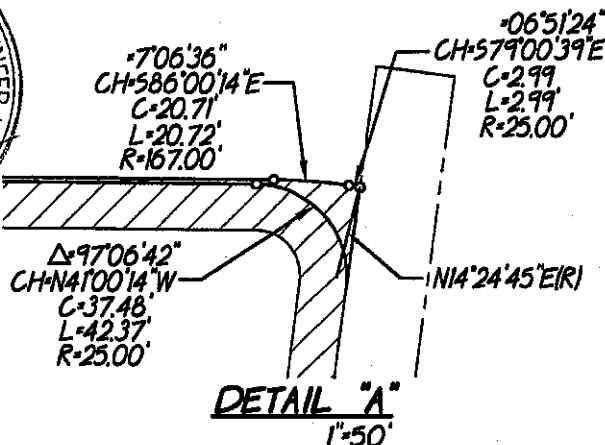
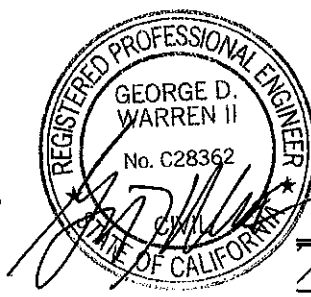
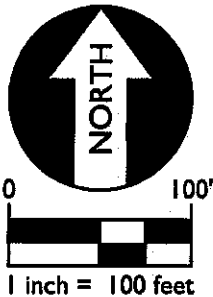
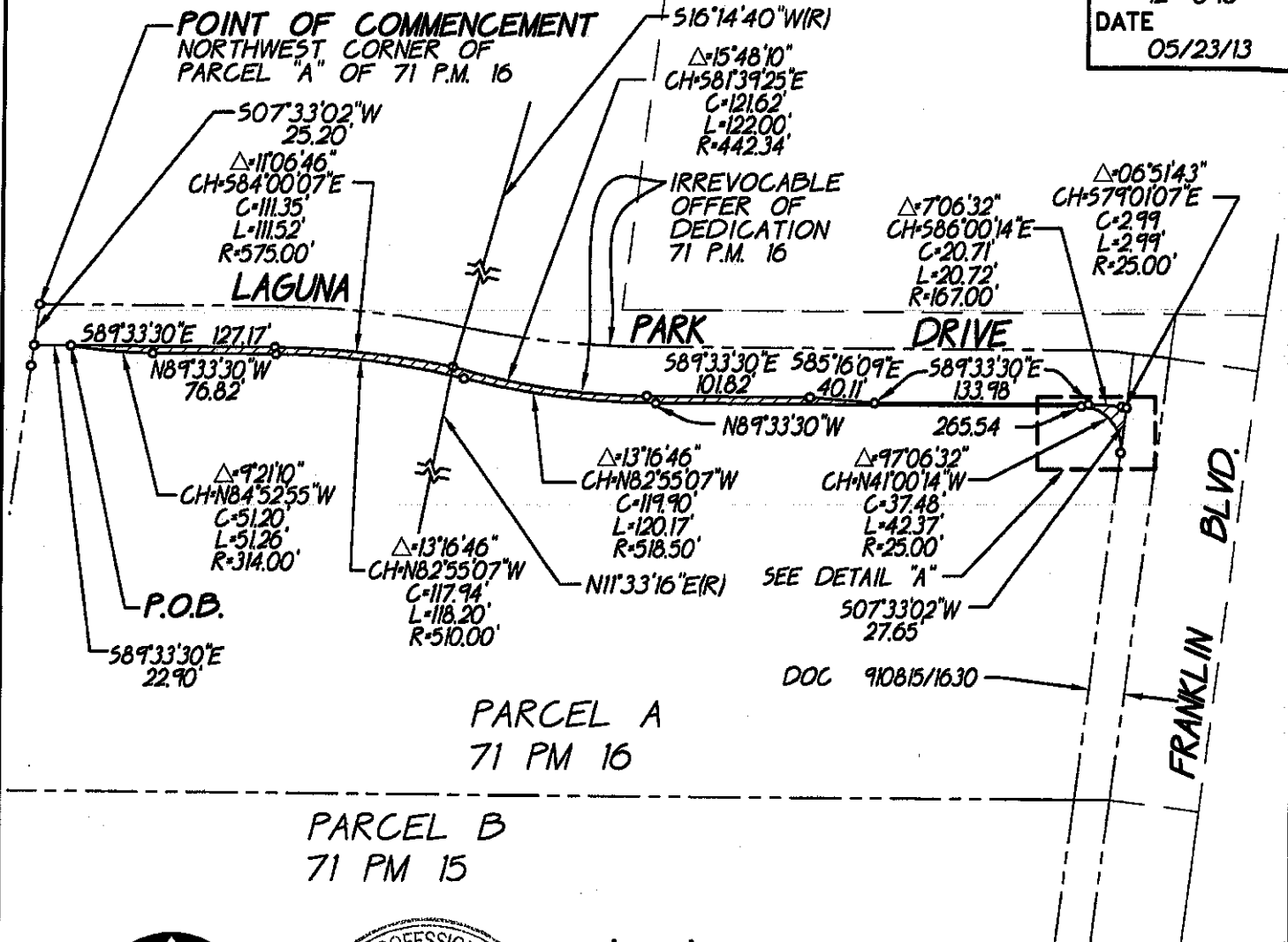


**Exhibit B-3**

Easement Diagram

Following 1 page

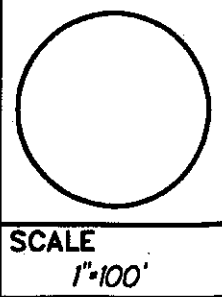
JOB NO.  
12-096  
DATE  
05/23/13



BASIS OF BEARINGS  
IDENTICAL TO 71 P.M. 16  
S 89° 33' 30" E

## EXHIBIT "B"

RIGHT OF WAY DEDICATION  
AT  
MARION MIX ELEMENTARY SCHOOL  
FOR  
ELK GROVE UNIFIED SCHOOL DISTRICT  
CITY OF ELK GROVE, SACRAMENTO COUNTY, CALIFORNIA



WARREN LAND SURVEYING, INC.  
1117 Windfield Way, Suite 110  
El Dorado Hills, CA. 95762  
916-985-1870

04-11-13-EXHIBIT-B-12-096

**Exhibit C-3**

**Contract of Acquisition**

Following 1 page

**NO FEE DOCUMENT**

Government Code §6103  
**RECORDING REQUESTED BY AND**  
**WHEN RECORDED MAIL TO:**

**CITY OF ELK GROVE**  
8401 Laguna Palms Way  
Elk Grove, CA 95758  
Attn: City Clerk

The Above Space For Recorder's Use Only

O.K. to Accept \_\_\_\_\_  
Date: \_\_\_\_\_

Project Name: Marion Mix Elementary School  
Address: 4730 Laguna Park Drive  
A.P.N.: 119-0133-011  
Project No.: PW-09-9002

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

**GRANT OF PUBLIC RIGHT-OF WAY**

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged,

**Elk Grove Unified School District**

As the owner ("Grantor") of that certain real property located in the City of Elk Grove, County of Sacramento, State of California, legally described in Exhibit "A-1", attached hereto and made a part hereof ("Grantor's Property"), hereby grants to the **CITY OF ELK GROVE**, a municipal corporation ("Grantee"), a public right-of-way, on, over and under Grantor's Property, for the purpose of public use, construction, repair and maintenance of public right-of-ways, highways and roadways, ("Public Right-of-Way"). The description of the Public Right-of-Way, on, over, and under Grantor's Property granted to the **CITY OF ELK GROVE** herein is set forth in Exhibit "A" and as shown on Exhibit "B" attached hereto and made a part hereof.

**Said Public Right of Way to be known as Laguna Park Drive.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**GRANTORS: Elk Grove Unified School District**

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

(print name and title) \_\_\_\_\_

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

(print name and title) \_\_\_\_\_

**Exhibit A-4**

Legal Description

Following 4 pages

Exhibit A  
Right of Way Dedication  
Elk Grove Unified School District

Being a portion of Parcel B, in the City of Elk Grove, County of Sacramento, State of California, filed in Book 71 at page 15 of Parcel Maps, together with portions of Parcel A, as shown on said Parcel Map and Lot 33, as shown Plat of Laguna Ranch Estates, filed in Book 222 at Page 33, of Maps, both records of said County as merged by that certain Certificate of Compliance-Consolidation recorded in Book 19920616 Page 597, Official Records of said County described as follows:

Beginning at a point on the northerly line of that certain irrevocable offer of dedication as shown on said Parcel Map in Book 71 at Page 15; thence from the said Point of Beginning the following twenty (20) courses:

1. Along the westerly line of aforesaid Parcel B North 07°33'02" East 4.03 feet;
2. Leaving said westerly line of Parcel B South 89°33'30" East 128.01 feet to a curve to the left;
3. Along a curve to the left with a radius of 16.50 feet having a central angle of 29°53'41" with an arc length of 8.61 feet, subtended by a chord of North 75°29'40" East 8.51 feet;
4. North 60°32'49" East 10.80 feet to a curve to the right;

5. Along a curve to the right with a radius of 44.50 feet having a central angle of  $29^{\circ}53'41''$  with an arc length of 23.22 feet, subtended by a chord of North  $75^{\circ}29'40''$  East 22.96 feet;
6. South  $89^{\circ}33'30''$  East 307.87 feet;
7. South  $85^{\circ}40'41''$  East 27.97 feet to a curve to the right;
8. Along a curve to the right with a radius of 55.50 feet having a central angle of  $33^{\circ}58'38''$  with an arc length of 32.91 feet, subtended by a chord of South  $68^{\circ}41'22''$  East 32.43 feet to a point on the northwesterly line of aforesaid Parcel A;
9. Along a curve to the right with a radius of 55.50 feet having a central angle of  $68^{\circ}48'48''$  with an arc length of 66.66 feet, subtended by a chord of South  $17^{\circ}17'39''$  East 62.72 feet to a reverse curve to the left;
10. Along a reverse curve to the left with a radius of 31.50 feet having a central angle of  $24^{\circ}54'11''$  with an arc length of 13.69 feet, subtended by a chord of South  $04^{\circ}39'39''$  West 13.58 feet to a reverse curve to the right;
11. Along said reverse curve to the right with radius of 288.16 feet having a central angle of  $14^{\circ}06'31''$  with an arc length of 70.96 feet subtended by a chord of South  $00^{\circ}44'10''$  East 70.78 feet to the southerly line of Lot 33 as shown on the Plat of Laguna Ranch Estates Recorded in Book 222 of Maps at Page 16 in Records of said County;
12. Along said southerly line North  $89^{\circ}33'30''$  West 4.03 feet;
13. Leaving said southerly line North  $03^{\circ}23'13''$  East 30.04 feet to the southeast corner of that certain irrevocable offer of Dedication Recorded in Book 920306 Page 1167, Official Records, of said County;

14. Along the easterly line of said Dedication along a non-tangent curve to the left with a radius of 284.16 feet a radial line of said curve to said beginning bears South  $89^{\circ} 39' 31''$  East, having a central angle of  $07^{\circ} 58' 53''$  with an arc length of 39.58 feet, subtended by a chord of North  $03^{\circ} 38' 57''$  West 39.55 feet to a reverse curve to the right;
15. Along a curve to the right with a radius of 30.00 feet having a central angle of  $27^{\circ} 17' 53''$  with an arc length of 14.29 feet, subtended by a chord of North  $06^{\circ} 00' 33''$  East 14.16 feet to a reverse curve to the left;
16. Along a curve to the left with a radius of 50.00 feet having a central angle of  $73^{\circ} 14' 24''$  with an arc length of 63.91 feet, subtended by a chord of North  $16^{\circ} 57' 43''$  West 59.65 feet to a point on the Northwesterly line of said Parcel A said point also being the most Northerly corner of aforesaid Dedication Thence leaving a said easterly line;
17. Along said Northwesterly line South  $32^{\circ} 03' 50''$  West 1.97 feet to a point on that certain irrevocable offer of dedication;
18. Thence along said Irrevocable offer of Dedication on a curve to the left with a radius of 50.00 feet having a central angle of  $68^{\circ} 05' 53''$  with an arc length of 59.43 feet, subtended by a chord of North  $84^{\circ} 27' 52''$  West 55.99 feet to a reverse curve to the right;
19. Along a reverse curve to the right with a radius of 30.00 feet having a central angle of  $28^{\circ} 57' 18''$  with an arc length of 15.16 feet, subtended by a chord of South  $75^{\circ} 57' 51''$  West 15.00 feet;
20. North  $89^{\circ} 33' 30''$  West 460.82 feet to the Point of Beginning.

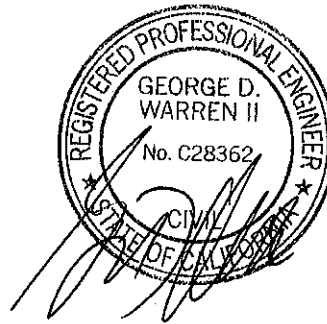
Containing: 7,300 square feet or 0.17 acres

Basis of bearing for this description is identical to that certain Parcel Map on file in the Office of Records in Book 71 of Parcel Maps at Page 15, County of Sacramento, State of California.

End of Description

This legal description was prepared by George D. Warren II, RCE C28362 or under my direction pursuant to the requirements of the Professional Land Surveyors Act.

Prepared by: Warren Land Surveying, Inc.  
1117 Windfield Way, Ste. 110  
El Dorado Hills, CA 95762  
May 23<sup>rd</sup>, 2013



**Exhibit B-4**

Easement Diagram

Following 1 page

REGISTERED PROFESSIONAL ENGINEER  
 GEORGE D. WARREN II  
 No. C28362  
 STATE OF CALIFORNIA

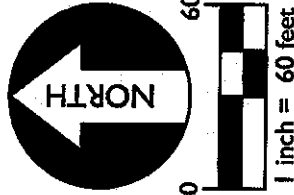


EXHIBIT "B"

RIGHT OF WAY DEDICATION  
AT  
MARION MIX ELEMENTARY SCHOOL

CITY OF ELK GROVE  
FOR  
ELK GROVE UNIFIED SCHOOL DISTRICT  
SACRAMENTO COUNTY.

**CALIFORNIA**

**Exhibit C-4**

Contract of Acquisition

Following 1 page

**NO FEE DOCUMENT**

Government Code §6103  
RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

**CITY OF ELK GROVE**  
8401 Laguna Palms Way  
Elk Grove, CA 95758  
Attn: City Clerk

The Above Space For Recorder's Use Only

O.K. to Accept \_\_\_\_\_  
Date: \_\_\_\_\_

Project Name: Marion Mix Elementary School  
Address: 4730 Laguna Park Drive  
A.P.N.: 119-0133-009 & 119-1370-034  
Project No.: PW-09-9002

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

**GRANT OF PUBLIC RIGHT-OF WAY**

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**Elk Grove Unified School District**

As the owner ("Grantor") of that certain real property located in the City of Elk Grove, County of Sacramento, State of California, legally described in Exhibit "A-1", attached hereto and made a part hereof ("Grantor's Property"), hereby grants to the **CITY OF ELK GROVE**, a municipal corporation ("Grantee"), a public right-of-way, on, over and under Grantor's Property, for the purpose of public use, construction, repair and maintenance of public right-of-ways, highways and roadways, ("Public Right-of-Way"). The description of the Public Right-of-Way, on, over, and under Grantor's Property granted to the **CITY OF ELK GROVE** herein is set forth in Exhibit "A" and as shown on Exhibit "B" attached hereto and made a part hereof.

**Said Public Right of Way to be known as Stinson Beach Way.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**GRANTORS: Elk Grove Unified School District**

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

(print name and title) \_\_\_\_\_

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

(print name and title) \_\_\_\_\_

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

**Board Agenda Item**

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

Meeting Date 9-3-13**Subject:** Peanut Allergy**Department:** Administration**Action Requested:**

The Board is requested to hold a discussion regarding the peanut allergy situation.

**Discussion:****Financial Summary:****Prepared By:** \_\_\_\_\_ **Department Approval:** \_\_\_\_\_**Prepared By:** \_\_\_\_\_ **Superintendent Approval:** Steven M. Ladd, Ed.D.*all*

**Board Agenda Item**

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

Meeting Date: September 3, 2013**Subject:** Video Recording of Board Meetings**Divisions:** Communications/Technology Services

**Action Requested:** The Board of Education is asked to hear a presentation and hold a discussion on the video recording of board meetings.

**Discussion:**

**Placeholder – Information will be forwarded prior to the board meeting.**

**Financial Summary:** N/A**Prepared By:** Elizabeth Graswich**Division Approval:** Elizabeth Graswich and Steve Mate**Prepared By:** \_\_\_\_\_**Superintendent Approval:** 

**Board Agenda Item****Subject:**Department: Education Services**Revisions to Board Policy 6159.2 – Nonpublic, Nonsectarian School and Agency Services for Special Education****Action Requested:**

The Board of Education is requested to receive and provide input to the first reading of the proposed board policy revision to 6159.2 – Nonpublic, Nonsectarian School and Agency Services for Special Education as aligned with the California School Board Association (CSBA).

**Discussion:**

A review of the existing board policy showed that our current policy needed to be updated. The necessary changes are suggested to the following Board Policy in the 6000 Instruction series:

BP 6159.2 – Nonpublic, Nonsectarian School and Agency Services for Special Education

Any new or replacement language aligns with the California School Boards Association (CSBA) model policies.

**Financial Summary:**

No financial impact.

Prepared By: Mark Cerutti M.C.Department Approval: Mark Cerutti

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

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

**Instruction**

**BP 6159.2(a)**

**NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION**

The Governing Board recognizes its responsibility to provide all district students, including students with disabilities, a free appropriate public education in accordance with law. When the district is unable to provide direct special education and/or related services to students with disabilities, the Board may enter into a contract with a nonpublic, nonsectarian school or agency to meet the students' needs. ~~may contract with state-certified nonpublic, nonsectarian schools or agencies to provide special education services or facilities when an appropriate public education program is not available.~~

(cf. 0430 -Comprehensive Local Plan for Special Education)

(cf. 1312.3 -Uniform Complaint Procedures)

(cf. 3541.2 -Transportation for Students with Disabilities)

(cf. 4112.23 -Special Education Staff)

(cf. 6146.4 -Differential Graduation and Competency Standards for Individuals with Exceptional Needs)

~~(cf. 6159 -Individualized Education Program~~

~~(cf. 6159.1 Procedural Safeguards and Complaints for Special Education)~~

~~(cf. 6164.4 -Identification and Evaluation of Individuals for Special Education)~~

*In selecting nonpublic, nonsectarian schools or agencies with which the district may contract for the placement of any district student with disabilities, the Superintendent or designee shall follow the procedures specified in law and accompanying administrative regulation.*

*Prior to entering into a contract to place any student in a nonpublic, nonsectarian school or agency, the Superintendent or designee shall verify that the school or agency is certified to provide special education and related services to individuals with disabilities in accordance with Education Code 56366. In addition, the Superintendent or designee shall monitor, on an ongoing basis, the certification of any nonpublic, nonsectarian school with which the district has a contract to ensure that the school or agency's certification has not expired.*

*No district student shall be placed in a nonpublic, nonsectarian school or agency unless the student's individualized education program (IEP) team has determined that an appropriate public education alternative does not exist and that the nonpublic, nonsectarian school or agency placement is appropriate for the student. In accordance with law, any student with disabilities placed in a nonpublic, nonsectarian school or agency shall have all the rights and protections to which students with disabilities are generally entitled, including, but not limited to, the procedural safeguards, due process rights, and periodic review of his/her IEP. (Education Code 56195.8, 56342.1)*

(cf. 6159 – Individualized Education Program)

(cf. 6159.1 – Procedural Safeguards and Complaints for Special Education)

(cf. 6164.4 – Identification and Evaluation of Individuals for Special Education)

**Instruction**

**BP 6159.2(b)**

**NONPUBLIC NONSECTARIAN SCHOOL AND AGENCY SERVICES *FOR SPECIAL EDUCATION***

~~When entering into agreements with nonpublic, nonsectarian schools or agencies, the Board shall consider the needs of the individual student and the recommendations of the individualized education program (IEP) team. The IEP team shall remain accountable for monitoring the progress of students placed in nonpublic, nonsectarian programs towards the goals identified in each student's IEP.~~

*During the period when any student with disabilities is placed in a nonpublic, nonsectarian school or agency, the student's IEP team shall retain responsibility for monitoring the student's progress towards meeting the goals identified in his/her IEP.*

*In accordance with Education Code 56366.2, the Superintendent or designee may apply to the Superintendent of Public Instruction to waive any of the requirements of Education Code 56365, 56366, 56366.3, 56366.6.*

*(cf. 1431 – Waivers)*

**Legal References:**

**EDUCATION CODE**

56034-56035 Definitions of nonpublic, nonsectarian school and agency  
56042 Placement not to be recommended by attorney with conflict of interest.  
56101 Waivers  
56163 Certification  
56168 Responsibility for education of student in hospital or health facility school  
56195.8 Adoption of policies  
56342.1 *Individualized education program; placement*  
56360-56369 Implementation of special education  
56711 Computation of state aid  
56740-56743 Apportionments and reports  
56760 Annual budget plan; service proportions  
56775.5 Reimbursement of assessment and identification costs

**GOVERNMENT CODE**

7570-7588 Interagency responsibilities for providing services to children with disabilities, especially:  
7572.55 Seriously emotionally disturbed child; out-of-state placement

**Instruction**

**BP 6159.2(c)**

**NONPUBLIC NONSECTARIAN SCHOOL AND AGENCY SERVICES *FOR SPECIAL EDUCATION***

**FAMILY CODE**

7911-7912 Interstate compact on placement of children

**WELFARE AND INSTITUTIONS CODE**

362.2 Out-of-home placement for IEP

727.1 Out-of-state placement of wards of court

**CODE OF REGULATIONS. TITLE 5**

3001 Definitions

~~3060-3070~~ ~~3061-3069~~ Nonpublic, nonsectarian school and agency services

**UNITED STATES CODE, TITLE 20**

~~1400-1487~~ ~~1482~~ Individuals with Disabilities Education Act

**CODE OF FEDERAL REGULATIONS, TITLE 34**

300.129-300.148 Children with disabilities in private schools

**COURT DECISIONS**

Agonstini v. Felton, (1997) 521 U.S. 203, 117 S.Ct. 1997

**Management Resources:**

~~CDE LEGAL ADVISORIES~~

~~0317.99 Nonpublic School/Agency Waivers and Reimbursement to Parents~~

**FEDERAL REGISTER**

Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845

**WEB SITES**

CDE: <http://cde.ca.gov>

U.S. Department of Education, Office of Special Education and Rehabilitative Services: <http://www.ed.gov/offices/OSERS>

Policy

Adopted: October 2, 1995  
March 15, 2011

**ELK GROVE UNIFIED SCHOOL DISTRICT**  
**Elk Grove, California**

**Instruction**

**BP 6159.2(a)**

**NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION**

The Governing Board recognizes its responsibility to provide all district students, including students with disabilities, a free appropriate public education in accordance with law. When the district is unable to provide direct special education and/or related services to students with disabilities, the Board may enter into a contract with a nonpublic, nonsectarian school or agency to meet the students' needs.

(cf. 0430 -Comprehensive Local Plan for Special Education)

(cf. 1312.3 -Uniform Complaint Procedures)

(cf. 3541.2 -Transportation for Students with Disabilities)

(cf. 4112.23 -Special Education Staff)

(cf. 6146.4 -Differential Graduation and Competency Standards for Individuals with Exceptional Needs)

In selecting nonpublic, nonsectarian schools or agencies with which the district may contract for the placement of any district student with disabilities, the Superintendent or designee shall follow the procedures specified in law and accompanying administrative regulation.

Prior to entering into a contract to place any student in a nonpublic, nonsectarian school or agency, the Superintendent or designee shall verify that the school or agency is certified to provide special education and related services to individuals with disabilities in accordance with Education Code 56366. In addition, the Superintendent or designee shall monitor, on an ongoing basis, the certification of any nonpublic, nonsectarian school with which the district has a contract to ensure that the school or agency's certification has not expired.

No district student shall be placed in a nonpublic, nonsectarian school or agency unless the student's individualized education program (IEP) team has determined that an appropriate public education alternative does not exist and that the nonpublic, nonsectarian school or agency placement is appropriate for the student. In accordance with law, any student with disabilities placed in a nonpublic, nonsectarian school or agency shall have all the rights and protections to which students with disabilities are generally entitled, including, but not limited to, the procedural safeguards, due process rights, and periodic review of his/her IEP. (Education Code 56195.8, 56342.1)

(cf. 6159 – Individualized Education Program)

(cf. 6159.1 – Procedural Safeguards and Complaints for Special Education)

(cf. 6164.4 – Identification and Evaluation of Individuals for Special Education)

During the period when any student with disabilities is placed in a nonpublic, nonsectarian school or agency, the student's IEP team shall retain responsibility for monitoring the student's progress towards meeting the goals identified in his/her IEP.

**Instruction**

**BP 6159.2(b)**

**NONPUBLIC NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION**

In accordance with Education Code 56366.2, the Superintendent or designee may apply to the Superintendent of Public Instruction to waive any of the requirements of Education Code 56365, 56366, 56366.3, 56366.6.

(cf. 1431 – Waivers)

**Legal References:**

**EDUCATION CODE**

56034-56035 Definitions of nonpublic, nonsectarian school and agency  
56042 Placement not to be recommended by attorney with conflict of interest.  
56101 Waivers  
56163 Certification  
56168 Responsibility for education of student in hospital or health facility school  
56195.8 Adoption of policies  
56342.1 Individualized education program; placement  
56360-56369 Implementation of special education  
56711 Computation of state aid  
56740-56743 Apportionments and reports  
56760 Annual budget plan; service proportions  
56775.5 Reimbursement of assessment and identification costs

**GOVERNMENT CODE**

7570-7588 Interagency responsibilities for providing services to children with disabilities, especially:  
7572.55 Seriously emotionally disturbed child; out-of-state placement

**FAMILY CODE**

7911-7912 Interstate compact on placement of children

**WELFARE AND INSTITUTIONS CODE**

362.2 Out-of-home placement for IEP  
727.1 Out-of-state placement of wards of court

**CODE OF REGULATIONS. TITLE 5**

3001 Definitions  
3060-3070 Nonpublic, nonsectarian school and agency services

**Instruction**

**BP 6159.2(c)**

**NONPUBLIC NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION**

UNITED STATES CODE, TITLE 20  
1400-1487 Individuals with Disabilities Education Act

CODE OF FEDERAL REGULATIONS, TITLE 34  
300.129-300.148 Children with disabilities in private schools

COURT DECISIONS  
Agonstini v. Felton, (1997) 521 U.S. 203, 117 S.Ct. 1997

**Management Resources:**

FEDERAL REGISTER  
Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages  
46539-46845

WEB SITES  
CDE: <http://cde.ca.gov>  
U.S. Department of Education, Office of Special Education and  
Rehabilitative Services: <http://www.ed.gov/offices/OSERS>

Policy  
Adopted: October 2, 1995  
March 15, 2011

**ELK GROVE UNIFIED SCHOOL DISTRICT**  
**Elk Grove, California**

**Board Agenda Item**

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

Meeting Date September 3, 2013**Subject:**Department: Education Services**Revisions to Board Policy 6142.1 – Sexual Health and Human Immunodeficiency Virus (HIV)/Acquired Immune Deficiency Syndrome (AIDS) Prevention Instruction****Action Requested:**

The Board of Education is requested to receive and provide input to the first reading of the proposed board policy revision to 6142.1 – Sexual Health and Human Immunodeficiency Virus (HIV)/Acquired Immune Deficiency Syndrome (AIDS) Prevention Instruction as aligned with the California School Board Association (CSBA).

**Discussion:**

A review of the existing board policy showed that our current policy needed to be updated. The necessary changes are suggested to the following Board Policy in the 6000 Instruction series:

BP 6142.1 - Sexual Health and Human Immunodeficiency Virus (HIV)/Acquired Immune Deficiency Syndrome (AIDS) Prevention Instruction

Any new or replacement language aligns with the California School Boards Association (CSBA) model policies.

**Financial Summary:**

No financial impact.

Prepared By: Mark Cerutti *M.C.*Department Approval: Mark Cerutti

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

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

## Instruction

BP 6142.1 (a)

**~~SEXUAL HEALTH AND STI/HIV/AIDS PREVENTION INSTRUCTION~~ *SEXUAL HEALTH AND HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) PREVENTION INSTRUCTION***

The Governing Board ~~believes~~ *recognizes that the purpose of the district's sexual health and HIV/AIDS prevention instruction is to provide students with the knowledge and skills necessary to protect them from unintended pregnancy and sexually transmitted diseases and to encourage students to develop healthy attitudes concerning adolescent growth and development, body image, gender roles, sexual orientation, dating, marriage, and family. that a wholesome, well-planned sequence of instruction about family life and human sexuality is essential to the general education of all students. The Board also recognizes that Sexually Transmitted Infections (STI), Human Immunodeficiency Virus (HIV) and Acquired Immune Deficiency Syndrome (AIDS) pose a public health crisis and that education is a necessary component for helping to slow the spread of this disease. The Board therefore desires to provide a well-planned sequence of instruction on comprehensive sexual health and STI/HIV/AIDS prevention.*

*(cf. 5030 – Student Wellness)*

*(cf. 6142.8 – Comprehensive Health Education)*

The district's curriculum shall be *aligned with the state's content standards, based on medically accurate and factual information, and designed to teach students to make healthy choices and reduce high-risk behaviors. and shall help students understand the biological, psychological, social, moral, and ethical aspects of human sexuality.* The district's program shall comply with the requirements of law, *Board policy*, and administrative regulation and shall respect the rights of parents/guardians to supervise their children's education on these subjects and to impart values regarding human sexuality to their children.

*(cf. 5141.22 – Infectious Diseases)*

*(cf. 5141.23 – Infectious Disease Prevention)*

*(cf. 5141.25 – Availability of Condoms)*

*(cf. 5146 – Married/Pregnant/Parenting Students)*

*(cf. 6142.8 – Comprehensive Health Education)*

*(cf. 6143 – Courses of Study)*

The Superintendent or designee may appoint the Health Curriculum Specialist and an advisory committee regarding the district's comprehensive sexual health program. This advisory committee shall represent a divergence of viewpoints and may participate in planning, implementing, and evaluating the district's comprehensive sexual health education program. The Board shall consider the advisory committee's recommendations when approving the district's program.

*(cf. 1220 – Citizen Advisory Committees)*

**Parent/Guardian Notification and Approval**

At the beginning of each school year, or at the time of a student's enrollment, parents/guardians shall be notified about instruction in comprehensive sexual health education and STI/HIV/AIDS prevention education. ~~as well as research on student health behaviors and risks, which is planned for the coming year. The notification will:~~

**Instruction**

**BP 6142.1 (b)**

**~~SEXUAL HEALTH AND STI/HIV/AIDS PREVENTION INSTRUCTION~~ SEXUAL HEALTH AND HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) PREVENTION INSTRUCTION**

1. Notice parents/guardians that written and audiovisual educational materials to be used in comprehensive sexual health and STI/HIV/AIDS prevention education are available for inspection.
2. Notice parents/guardians that comprehensive sexual health will be taught by district personnel.
3. Notice parents/guardians that they have a right to request a copy of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act, California Education Code sections 51930 et seq.
4. Notice parents/guardians at least two weeks before the instruction in sexual health and STI/HIV/AIDS prevention education is to begin. Parents/guardians may request in writing that their child not receive comprehensive sexual health or STI/HIV/AIDS prevention education. *Students so excused by their parents/guardians shall be given an alternative educational activity. A student shall not be subject to disciplinary action, academic penalty, or other sanction if the student's parent/guardian declines to permit the student to receive the instruction. (Education Codes 51240, 51939)*

(cf. 5145.6 – Parent Notifications)

The district will not administer to students in grades TK-12 anonymous, voluntary, and confidential research instruments, including tests and surveys, containing age-appropriate questions about their attitudes or practices relating to sexual health unless required by law.

If administration of a research instrument becomes required by law, at least two weeks prior to administering it, parents/guardians shall receive written notice that the survey is to be administered. *Parents of 7-12 grade students may request in writing that the survey not be administered (i.e., "passive consent"). Parents/guardians of students below grade 7 must give permission (i.e. "positive consent") before the research instrument is administered to their child. Parents/guardians shall be given an opportunity to review the survey material.*

(cf. 5022 – Student and Family Privacy Rights)

Upon a written request from his/her parent/guardian, a student shall be excused from participating in comprehensive sexual health or STI/HIV/AIDS prevention education. While the instruction is being delivered, an alternative educational activity shall be made available to the student.

~~A student shall not be subject to disciplinary action, academic penalty, or other sanctions if the student's parent/guardian declines to permit the student to receive the instruction.~~

Staff members or others who present STI/HIV/AIDS prevention instruction shall be adequately trained and have periodic *in-service* opportunities to remain knowledgeable of new prevention education techniques and new developments in the scientific understanding of STI/HIV/AIDS.

~~Other staff members and parents/guardians also shall have access to STI/HIV/AIDS information in order to reinforce universal precautions and to present consistent messages and attitudes to students.~~

(cf. 6142.1 - Family Life/Sex Education)

(cf. 6141 - Curriculum Development and Evaluation)

**Instruction**

**BP 6142.1 (c)**

**~~SEXUAL HEALTH AND STI/HIV/AIDS PREVENTION INSTRUCTION~~ SEXUAL HEALTH AND HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) PREVENTION INSTRUCTION**

**LEGAL REFERENCE**

*220 Prohibition of discrimination*

**EDUCATION CODE**

48980 Notice at beginning of term

51202 Instruction in personal and public health and safety

*51210.8 Health Education Curriculum*

51240 Excuse from health instruction and family life and sex education due to religious beliefs

*51513 Materials containing questions about beliefs or practices*

51930-51939 Comprehensive Sexual Health and HIV/AIDS Prevention Education Act

**FAMILY LIFE/SEX EDUCATION GUIDELINES**

California State Department of Education 1987

**HEALTH AND SAFETY CODE 1255.7**

Parents surrendering physical custody of a baby

**PENAL CODE**

243.4 Sexual battery

261.5 Unlawful sexual intercourse

271.5 Parents voluntarily surrendering custody of a baby

**UNITED STATES CODE, TITLE 20 1232h**

Protection of Student Rights 7906 Sex education

**Management Resources:**

CDE PUBLICATIONS Health Framework for California Public Schools,

2003 CSBA PUBLICATIONS Saving Lives: AIDS Issues for California

Schools, 1994 WEB SITES CDE: <http://www.cde.ca.gov> California

Department of Health Services: <http://www.dhs.ca.gov> California

Department of Social Services: <http://www.dss.cahwnet.gov> Centers for

Disease Control and Prevention: <http://cdc.gov> California Healthy Kids

Resource Center: <http://www.hkresources.org> California Safe Schools

Coalition: <http://www.casafeschools.org>

Policy

Adopted: July 5, 1994

Revised: March 21, 2006

Revised: April 24, 2013

**ELK GROVE UNIFIED SCHOOL DISTRICT**  
**Elk Grove, California**

**Instruction**

**BP 6142.1 (a)**

**SEXUAL HEALTH AND HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) PREVENTION INSTRUCTION**

The Governing Board recognizes that the purpose of the district's sexual health and HIV/AIDS prevention instruction is to provide students with the knowledge and skills necessary to protect them from unintended pregnancy and sexually transmitted diseases and to encourage students to develop healthy attitudes concerning adolescent growth and development, body image, gender roles, sexual orientation, dating, marriage, and family.

(cf. 5030 – Student Wellness)

(cf. 6142.8 – Comprehensive Health Education)

The district's curriculum shall be aligned with the state's content standards, based on medically accurate and factual information, and designed to teach students to make healthy choices and reduce high-risk behaviors. The district's program shall comply with the requirements of law, Board policy, and administrative regulation and shall respect the rights of parents/guardians to supervise their children's education on these subjects and to impart values regarding human sexuality to their children.

(cf. 5141.22 – Infectious Diseases)

(cf. 5141.23 – Infectious Disease Prevention)

(cf. 5141.25 – Availability of Condoms)

(cf. 5146 – Married/Pregnant/Parenting Students)

(cf. 6142.8 – Comprehensive Health Education)

(cf. 6143 – Courses of Study)

The Superintendent or designee may appoint the Health Curriculum Specialist and an advisory committee regarding the district's comprehensive sexual health program. This advisory committee shall represent a divergence of viewpoints and may participate in planning, implementing, and evaluating the district's comprehensive sexual health education program. The Board shall consider the advisory committee's recommendations when approving the district's program.

(cf. 1220 – Citizen Advisory Committees)

**Parent/Guardian Notification and Approval**

At the beginning of each school year, or at the time of a student's enrollment, parents/guardians shall be notified about instruction in comprehensive sexual health education and STI/HIV/AIDS prevention education. The notification will:

1. Notice parents/guardians that written and audiovisual educational materials to be used in comprehensive sexual health and STI/HIV/AIDS prevention education are available for inspection.
2. Notice parents/guardians that comprehensive sexual health will be taught by district personnel.
3. Notice parents/guardians that they have a right to request a copy of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act, California Education Code sections 51930 et seq.

**Instruction**

**BP 6142.1 (b)**

**SEXUAL HEALTH AND HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) PREVENTION INSTRUCTION**

4. Notice parents/guardians at least two weeks before the instruction in sexual health and STI/HIV/AIDS prevention education is to begin. Parents/guardians may request in writing that their child not receive comprehensive sexual health or STI/HIV/AIDS prevention education. Students so excused by their parents/guardians shall be given an alternative educational activity. A student shall not be subject to disciplinary action, academic penalty, or other sanction if the student's parent/guardian declines to permit the student to receive the instruction. (Education Codes 51240, 51939)

(cf. 5145.6 – Parent Notifications)

The district will not administer to students in grades TK-12 anonymous, voluntary, and confidential research instruments, including tests and surveys, containing age-appropriate questions about their attitudes or practices relating to sexual health unless required by law.

If administration of a research instrument becomes required by law, at least two weeks prior to administering it, parents/guardians shall receive written notice that the survey is to be administered. Parents of 7-12 grade students may request in writing that the survey not be administered (i.e., "passive consent").

Parents/guardians of students below grade 7 must give permission (i.e., "positive consent") before the research instrument is administered to their child. Parents/guardians shall be given an opportunity to review the survey material.

(cf. 5022 – Student and Family Privacy Rights)

Upon a written request from his/her parent/guardian, a student shall be excused from participating in comprehensive sexual health or STI/HIV/AIDS prevention education. While the instruction is being delivered, an alternative educational activity shall be made available to the student.

Staff members or others who present STI/HIV/AIDS prevention instruction shall be adequately trained and have periodic in-service opportunities to remain knowledgeable of new prevention education techniques and new developments in the scientific understanding of STI/HIV/AIDS.

(cf. 6142.1 - Family Life/Sex Education)

(cf. 6141 - Curriculum Development and Evaluation)

**Instruction**

**BP 6142.1 (c)**

**SEXUAL HEALTH AND HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) PREVENTION INSTRUCTION**

**LEGAL REFERENCE**

220 Prohibition of discrimination

**EDUCATION CODE**

48980 Notice at beginning of term

51202 Instruction in personal and public health and safety

51210.8 Health Education Curriculum

51240 Excuse from health instruction and family life and sex education due to religious beliefs

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**FAMILY LIFE/SEX EDUCATION GUIDELINES**

California State Department of Education 1987

**HEALTH AND SAFETY CODE 1255.7**

Parents surrendering physical custody of a baby

**PENAL CODE**

243.4 Sexual battery

261.5 Unlawful sexual intercourse

271.5 Parents voluntarily surrendering custody of a baby

**UNITED STATES CODE, TITLE 20 1232h**

Protection of Student Rights 7906 Sex education

**Management Resources:**

CDE PUBLICATIONS Health Framework for California Public Schools,

2003 CSBA PUBLICATIONS Saving Lives: AIDS Issues for California

Schools, 1994 WEB SITES CDE: <http://www.cde.ca.gov> California

Department of Health Services: <http://www.dhs.ca.gov> California

Department of Social Services: <http://www.dss.cahwnet.gov> Centers for

Disease Control and Prevention: <http://cdc.gov> California Healthy Kids

Resource Center: <http://www.hkresources.org> California Safe Schools

Coalition: <http://www.casafeschools.org>

**Policy**

Adopted: July 5, 1994

Revised: March 21, 2006

Revised: April 24, 2013

**ELK GROVE UNIFIED SCHOOL DISTRICT**

**Elk Grove, California**

**Board Agenda Item****Subject:** Extension of contract with Elk Grove Adult Community Training**Division:** Secondary Education**Action Requested:**

The Board is requested to discuss extending by one year a contract with Elk Grove Adult Community Training (EGACT) to provide educational services for adults with developmental disabilities.

**Discussion:**

The Board is asked to discuss an extension of this agreement to pay EGACT \$90,933 through June 30, 2014. During 2013-14, EGUSD will evaluate its long-term relationship with EGACT and determine whether it is in the best interests of the district to continue the contract beyond June 30, 2014.

EGACT is a community-based, non-profit organization with which EGUSD has partnered. EGACT enrolls approximately 150 developmentally and physically disabled adults into its year-round program, which provides instruction on independent living, basic literacy and numeracy and job readiness skills. Many EGACT clients are former Jessie Baker School students.

As per the terms of its agreement with EGACT, from 1991 through June 2009, EGUSD's adult education program earned apportionment from the attendance of students enrolled in EGACT. In exchange, EGUSD paid EGACT an annual fee based on a formula tied to average daily attendance (ADA). EGACT has used this fee to employ two teachers who help students develop their basic literacy and employment readiness skills. These teachers are hired and employed by EGACT, not by EGUSD; therefore, they are not district employees.

After California shifted adult education funding from an apportionment basis to a block grant in 2009-10 and gave districts maximum flexibility to use adult education funds for any instructional purpose, EGUSD and EGACT negotiated a new four-year contract that capped the fee payment to EGACT at the 2008-09 level of ADA. Even though EGUSD no longer earns apportionment for adult education students, the District entered into the new contract due to its long-standing relationship with EGACT and the income generated historically for the district as a result of the agreement.

**Financial Summary:**

If the contract extension is approved, the payment to EGACT will be \$90,933 for 2013-14 and will be derived from flexed adult education funds.

Prepared By: Kathy Hamilton

Division Approval: \_\_\_\_\_

  
Christina Penna

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

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

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No. 15

Board Agenda Item

Supplement No.

Meeting Date: September 3, 2013

**Subject:**

**Department:** Finance & School Support

Health Benefits Brokerage Contract Renewal

**Action Requested:**

The Board is requested to approve the district's contract renewal amendment with Keenan and Associates beginning on November 1, 2013 and ending on October 31, 2014.

**Discussion:**

Keenan and Associates has had a long-standing business relationship with the district to provide health benefits brokerage services. Keenan is very knowledgeable of district benefits history and maintains an excellent working relationship with the provider community. Their services cannot be duplicated with district talent and experience and is extremely valuable as we negotiate renewal rates for the 2013 - 14 year.

**Financial Summary:**

The cost to the district will not exceed \$135,000.

Prepared By: Rich Fagan

Division Approval: Rich Fagan

Prepared By:

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

## RENEWAL AMENDMENT

This Amendment hereby amends the Employee Benefits Consulting Services Agreement ("Agreement") dated **November 1, 2011** by and between Keenan & Associates and Elk Grove Unified School District (hereafter referred to collectively as "Parties") as follows:

WHEREAS, the current term of the Agreement shall expire on **October 31, 2013**; and

WHEREAS, the Parties desire to continue their relationship subject to the terms and conditions outlined in the Agreement;

NOW, THEREFORE, the parties agree as follows:

1. The Agreement is hereby renewed for an additional one (1) year term beginning on **November 1, 2013** and ending on **October 31, 2014** ("Renewal Term").
2. All the remaining terms and conditions of the Agreement shall remain unchanged and in full force and effect during, and shall govern the conduct of the Parties during the Renewal Term.
3. The effective date of this amendment is **November 1, 2013**.
4. Each person signing this Amendment to the Agreement on behalf of a Party represents and warrants that he or she has the necessary authority to bind such Party and that this Amendment is binding on and enforceable against such Party.

### Elk Grove Unified School District

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

By: Steven M. Ladd, Ed.D.

Title: Superintendent

Address: 9510 Elk Grove-Florin Rd  
Elk Grove, CA 95624

Attention: \_\_\_\_\_

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

### Keenan & Associates

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

By: John Scatterday

Title: Vice President

Address: 1111 Broadway, Suite 200  
Oakland, CA 90647

Attention: \_\_\_\_\_

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

## EMPLOYEE BENEFITS CONSULTING SERVICES AGREEMENT

This Employee Benefits Consulting Services Agreement ("Agreement") is made and entered into by and between Elk Grove Unified School District ("Client") and Keenan & Associates ("Keenan"), as of November 1, 2011 ("Effective Date").

### RECITALS

WHEREAS, Client desires to secure a variety of insurance products, and related services in conjunction with the health and welfare benefits provided to its eligible employees;

WHEREAS, Keenan is a specialty insurance services provider and is qualified to provide such services; and

WHEREAS, Client desires Keenan to provide, and Keenan desires to provide, the services described in this Agreement for those Client benefits programs identified below ("Plans"):

**Medical, Dental, Vision and Life Insurance.**

The parties agree as follows:

### AGREEMENT

1. **TERM**

The term of this Agreement is from the Effective Date through October 31, 2012 ("Termination Date").

2. **KEENAN SERVICES AND RELATIONSHIP OF THE PARTIES**

- A. A full description of the Services is provided in Exhibit A attached hereto and incorporated herein.
- B. The relationship of Keenan and Client shall be that of an independent contractor and Keenan shall at all times remain responsible for its own operational and personnel expenses. Under no circumstance shall any employee of one party look to the other party for any payment or the provision of any benefit, including without exception, workers' compensation coverage. Neither party shall have the right to act on behalf of the other, or to bind the other to any contract or other obligation, except as may be expressly set forth in this Agreement.
- C. Keenan shall act exclusively in an advisory and consultative capacity In providing the Services,. Client shall at all times have the right to determine whether to act on or implement the information, recommendations, and suggestions provided by Keenan, and the manner by which such action or implementation shall be undertaken. Keenan shall not be a fiduciary of Client, except for Keenan's responsibilities with respect to funds obtained from or on behalf of Client,
- D. Keenan shall not provide any legal, tax, or accounting service, advice, or opinion, and the Services shall not be interpreted as representing such service, advice or opinion. Client

shall consult its own attorney on all legal issues and its own tax and accounting experts on all tax, accounting, and financial matters related to its operations, including without limitation, the establishment, implementation and operation of the Plans.

- E. In providing its Services, Keenan shall comply with all applicable state and federal laws and regulations, and obtain and maintain all necessary licenses, registrations, and/or permits necessary for the performance of its duties under this Agreement.
- F. The Services provided to Client are non-exclusive and Keenan reserves the right to provide the same or similar services to other clients who may be in the same industry, business, or service as Client.

3. **CLIENT'S DUTIES AND RESPONSIBILITIES**

- A. Client shall retain decision-making authority for its Plans, and shall manage the day-to-day activities of the Plans, except for those duties and/or functions expressly assigned to Keenan under this Agreement.
- B. Client shall provide Keenan with timely access to information and to individuals, including Client's outside advisors and consultants, as may be necessary for Keenan to perform the Services. Keenan shall not be responsible for any delay in its performance that results from the failure of Client, or any person acting on behalf of Client, to make available any information or individual in a timely manner .
- C. All information provided to Keenan, either in anticipation of or during the term of this Agreement, will be considered complete and accurate so that Keenan may rely upon such information.
- D. If Client desires Keenan to obtain insurance quotes on its behalf, Client shall execute the Broker of Record Designation attached hereto as Exhibit B.

4. **COMPENSATION**

- A. Keenan's fees for the Services rendered pursuant to this Agreement are as provided in the attached Exhibit C. Any Services provided to Client that are outside of or in addition to those described in Exhibit A shall be subject to additional fees as proposed by Keenan and agreed to by the Client.
- B. It is possible that Keenan may also provide services to other entities that participate in or provide services to the Plans (such as management services, underwriting, marketing, claims administration, loss control services, obtaining other insurance and reinsurance). To the extent that such services are provided, Keenan may be separately compensated by the recipient of those services with full disclosure to the Client.
- C. Consistent with industry practices, insurers may also pay insurance brokers, such as Keenan, indirect compensation based upon volume efficiencies, client renewals, marketing services, product development, technology investments and other additional services. Keenan seeks written assurances from insurers that any such indirect compensation will not adversely impact the pricing or coverage terms that Keenan is able to obtain for its clients.

D. Keenan shall comply with all applicable state and/or federal laws and regulations regarding disclosure of compensation. We embrace industry efforts for transparency and believe it is important that clients have access to information that may be relevant to their choice of insurance products, including the cost of such insurance and services, and the compensation that may be directly or indirectly paid to Keenan in connection with the products or services selected. If you have questions regarding any of these items or desire additional information, you may contact your Keenan account representative to discuss this matter in more detail.

5. **INSURANCE**

Keenan shall procure and maintain during the term of this Agreement the following insurance coverages, and shall provide certificates of insurance to Client upon Client's request.

- i. **Workers' Compensation:** Coverage in conformance with the laws of the State of California and applicable federal laws;
- ii. **General Liability:** Coverage (including motor vehicle operation) with a One Million Dollar (\$1,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability; and
- iii. **Errors and Omissions:** Coverage with a One Million Dollar (\$1,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.

6. **INDEMNIFICATION**

If either party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach. In addition, if Keenan (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) becomes the subject of a claim, demand, action or liability brought or asserted by one of Client's employees, Plan beneficiaries, or Plan vendors ("Third-Party Demand") relating to the Services and such Third-Party Demand is not a direct result of Keenan's negligence or willful misconduct, then Client shall defend, indemnify and hold Keenan harmless from all losses, payments, and expenses incurred by Keenan in resolving such Third-Party Demand.

7. **LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable for any punitive damages, fines, penalties, taxes, or any indirect, incidental, or consequential damages incurred by the other party, its officers, employees, agents, contractors or consultants whether or not foreseeable and whether or not based in contract or tort claims or otherwise, arising out of or in connection with this Agreement even if advised of the possibility of such damage. Keenan's liability under this Agreement shall further be limited to, and shall not exceed, the amount of its available insurance coverage, but not exceeding the limits of coverage outlined in Section 5.

8. **DISPUTE RESOLUTION**

- A. Disputes arising out of or relating to this Agreement, other agreements between the parties, or any other relationship involving Client and Keenan (whether occurring prior to, as part of, or after the signing of this Agreement) shall first be resolved by good faith negotiations between representatives of the parties with decision-making authority. If either party determines that the dispute cannot be resolved through informal negotiation then the dispute shall be submitted to non-binding mediation. The site of the mediation and the selection of a mediator shall be determined by mutual agreement of the parties. If the dispute is not resolved through mediation within sixty (60) days following the first notification of a request to mediate, then either party shall have the right to require the matter to be resolved by final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or such other arbitration procedures as may be agreed to in writing by the Parties. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between Client and Keenan and their respective members, agents, employees and officers.
- B. Arbitration shall be before a single arbitrator in the County of Sacramento, California. The Arbitrator shall apply the Federal Arbitration Act and California substantive law, and shall accompany the award with a reasoned opinion. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The prevailing party shall be entitled to an award of reasonable attorneys' fees. A judgment of any court having jurisdiction may be entered upon the award.
- C. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy).

9. **TERMINATION**

- A. Either party may terminate this Agreement at any time for any reason by providing the other party with a sixty (60) calendar days prior written notice of termination. This Agreement may also be terminated upon the occurrence of any of the following events:
- i. By either party upon the dissolution or insolvency of a party to this Agreement;
  - ii. By either party following the filing of a bankruptcy petition by or against either party (if the petition is not dismissed within sixty (60) days in the case of an involuntary bankruptcy petition);
  - iii. If the application of any law, rule, regulation, or court, or administrative decision prohibits the continuation of this Agreement, or would cause a penalty to either party if the Agreement is continued, and if the Agreement cannot be amended to conform to such law, rule, regulation, or court, or administrative decision in a manner that would preserve the original intent of the parties with respect to their rights and duties under this Agreement; or

- iv. By the non-breaching party if a breach of this Agreement is not cured within thirty (30) days following receipt of written notice of the breach from the non-breaching party;
- B. In the event of termination pursuant to Section 9A above, Keenan shall be paid for the full value of its services through the date of termination.

10. **GENERAL**

- A. This Agreement, its recitals and all exhibits attached to the Agreement contain the entire understanding of the parties related to the subject matter covered by this Agreement and supersede all prior and collateral statements, presentations, communications, reports, agreements or understandings, if any, related to such matter(s).
- B. The obligations set forth in this Agreement, other than Keenan's obligation to perform the Services and Client's responsibility to pay for such services, shall survive the expiration or termination of this Agreement. Nothing in this Section 10B shall, however, be interpreted as relieving Client of its obligation to pay for any Services rendered by Keenan during the term of this Agreement.
- C. This Agreement is made for the benefit of the parties and is not intended to confer any third party benefit or right. The enforcement of any remedy for a breach of this Agreement or claim related to the Services may only be pursued by the parties to this Agreement.
- D. No modification or amendment to this Agreement shall be binding unless it is in writing and signed by authorized representatives from both parties. Any waiver or delay by a party in enforcing this Agreement shall not deprive that party of the right to take appropriate action at a later time or due to another breach. This Agreement shall be interpreted as if written jointly by the parties.
- E. Any provision determined by a court of competent jurisdiction to be partially or wholly invalid or unenforceable shall be severed from this Agreement and replaced by a valid and enforceable provision that most closely expresses the intention of the invalid or unenforceable provision. The severance of any such provision shall not affect the validity of the remaining provisions of this Agreement.
- F. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, power outages, failure of computer systems, machinery or supplies, vandalism, strikes, or other work interruptions, or any similar or other cause that is beyond the reasonable control of either party. Each party shall make good faith efforts to perform under this Agreement in the event of any such circumstances, and shall resume full performance once the cause of the delay has abated.
- G. All notices hereunder shall be in writing and sent to the parties at the addresses as set forth below, or to such other individual or address as a party may later designate.

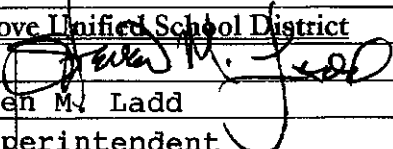
Notices shall be sent via personal delivery, courier service, United States mail (postage pre-paid, return receipt requested), express mail service, electronic mail, or fax. Notice shall be effective when delivered, or if refused, when delivery is attempted. Notices delivered during non-working hours shall be deemed to be effective as of the next business day.

If the notice relates to a legal matter or dispute, a copy shall be sent to:

Keenan & Associates  
2355 Crenshaw Blvd., Ste. 200  
Torrance, CA 90501  
Attn: Legal Department  
Fax: (310) 533-0573

H. This Agreement may be executed in counterparts and by fax signatures and each shall be deemed to be an original.

Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Agreement is binding on and enforceable against such party.

Elk Grove Unified School District		Keenan & Associates	
Signature:		Signature:	
By: Steven M. Ladd		By:	
Title: Superintendent		Title:	
Address:	9510 Elk Grove-Florin Road	Address:	2355 Crenshaw Blvd., Ste. 200
	Elk Grove, CA		Torrance, CA 90501
Telephone:	(916) 686-7700	Telephone:	310 212-0363
Fax:	(916) 686-7787	Fax:	
Attention:		Attention:	

**EXHIBIT A**  
**CUSTOMIZED CONSULTING SERVICES**  
**November 1, 2011 – October 31, 2012**

For the purposes of this Agreement, KEENAN expressly assumes and agrees to provide the following services to the DISTRICT.

**Article I.     Consulting**

**Participate in Health Benefit Task Force Meetings as subject matter experts.**

**Provide ongoing support for the Medical, Dental, Vision, and Life plans as appropriate.**

**Article II.    Manage Renewal Process:**

- **Order renewals from incumbent carriers (medical, dental, vision, life insurance)**
- **Request additional benefit design options as requested by District**
- **Analyze and evaluate rate requests**
- **Prepare spreadsheets**
- **Present renewal and discuss options**
- **Price final options and benefit modifications**
- **Conduct final negotiations with carriers**
- **Prepare and present final renewal binder**
- **Notify carriers of final plan choices**
  
- **Present findings to DISTRICT administration, governing board, and Health Benefits Task Force**
- **Attend Health Benefits Task Force meetings**
  - **Market and Industry education and informational updates**
  - **Presentation of alternative options, renewal and marketing as directed**
- **Continue working with William Barnes Consulting to strategize new solutions for the employee benefit plans**
- **Provide Legislative updates**
- **Changes in Coverage**
  - **If the DISTRICT changes insurance carriers, KEENAN shall compare, analyze and draft a written report to the DISTRICT regarding the previous coverage, the proposed or new coverage, any gaps in such coverage, and also provide a recommendation.**

**Article III.   TARGET MARKETING**

**In the event that renewals for 2012 are higher than the District will allow we will market the medical plans as appropriate at the District's direction. This will include the marketing of a Pharmacy program, if appropriate.**

- **Prepare and submit bid specifications for self-insured arrangements**
  - Incumbent and/or new carriers under an ASO agreement
- **Prepare and submit bid specifications for fully-insured arrangement to carriers for current and alternative benefit options including a HDHP**
- **Prepare bid specifications for self –funded and fully insured pharmacy carve out program.**
- **Analyze and Evaluate quotes**
  - Financial conditions of the quotes
  - Carrier financial strength and stability
  - Network sufficiency and access
  - Provider disruption analysis
  - Accreditation and quality metrics for providers
  - Network discount comparison
  - Prescription Drug formulary comparison
  - Retiree and out-of-area options
  - Service and account management capabilities
  - Claims administration capability
  - Managed care approach/methods
  - Disease management and Health Improvement Program capability
  - Systems and reporting capacity
  - Performance guarantees
- **Negotiate with carriers**
  - Plan design, financial parameters and other conditions of quotes
- **Spreadsheet results**
- **Prepare and present marketing report**
- **Finalist interviews and presentations**
  - Including any necessary on-site evaluations
- **Negotiate and finalize carrier and plan selections**
- **Communication and implementation of new plan**

Depending upon the outcome of the Health Benefit Task Force and its recommendations, Keenan will research, develop and implement a custom provider organization to enable Elk Grove USD to contract directly for well managed, high quality medical benefits for its employees, dependents and early retirees. A summary of the tasks is shown below.

- **Develop a Custom Provider Organization (CPO)**
  - Physician Reimbursement Structure
  - Plan Design
  - Actuarial Study
  - Physician and Hospital Contracting
  - Pharmacy Contracting
  - Ancillary Contracting
  - Network Development – develop shadow cap model & DOFR
  - Contracted Network
  - Reinsurance
  - Predictive Modeling
  - TPA Services
  - Lifestyle Management

- Data Reporting
- Communications -- Elk Grove USD
- **Implementation Plan**
  - Prepare and distribute contracts
  - Implementation
  - Benefits
  - Premiums
  - Network Development
    - Primary and Out of Area
    - Credentialing
  - Enrollment/Eligibility
  - Claims
    - Develop and finalize workflow
    - Plan/Case set up
  - Employee Communication
  - Customer Service
  - Training
  - Reporting and Accounting
    - Banking arrangements
  - Reinsurance
  - Additional Services – HIPAA; COBRA, etc

☐ BOR on file

**EXHIBIT B**  
**Broker of Record Designation**

This letter confirms that, as of November 1, 2011, the organization listed below ("Client") has appointed Keenan & Associates ("Keenan") as the Broker of Record in connection with the following coverages:

**Medical, Dental, Vision and Life Insurance**

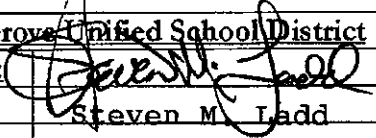
and such additional coverages or insurance (the "Coverage") as Client may from time-to-time request from Keenan.

With respect to the Coverage identified in this Exhibit B (and as later amended) Keenan shall have the exclusive authority and right to negotiate with insurance carriers and other coverage providers on Client's behalf. Client shall not seek or acquire quotes directly from any insurance carrier or other coverage provider during the term of this Agreement.

Keenan is authorized to provide a copy of this letter to any insurer to demonstrate Keenan's authority to obtain the Coverage. This appointment rescinds any and all previous appointments Client may have made with respect to the Coverage, and shall remain in full force and effect until cancelled in writing. Keenan shall at all times remain an independent contractor and shall not act as or be deemed to be an officer, employee, agent or fiduciary of Client.

Client authorizes Keenan to provide representatives of prospective insurers and other coverage providers with all information regarding Client, its operations, employees, and financial status as may be necessary for such insurer or coverage provider to evaluate Client's suitability for coverage and to prepare a quote.

Acknowledged and agreed to by:

<u>Elk Grove Unified School District</u>		<u>Keenan &amp; Associates</u>	
<u>Signature:</u>		<u>Signature:</u>	
<u>By:</u>	Steven M. Ladd	<u>By:</u>	
<u>Title:</u>	Superintendent	<u>Title:</u>	

**EXHIBIT C**  
**Compensation**

Keenan's Annual Fee for consulting services rendered during the period November 1, 2011 through October 31, 2012 ("Contract Period") shall be \$135,000. No fees are due or payable by Elk Grove USD ("the District") until October 31, 2012. The Annual Fee will be offset by any indirect compensation received by Keenan on behalf the District from the District's medical plan carriers, Kaiser and Health Net, during the term of this agreement. If such compensation equal or exceed \$135,000 for this contract term, the District will not owe Keenan any compensation. In the event that the indirect compensation described above is less than \$135,000, the District shall pay the difference between the actual indirect compensation received by Keenan and \$135,000.

If this Agreement is terminated for any reason, the Annual Fee shall be pro rated, and offset by the amount of Keenan's indirect compensation for the pro rated period.

Any compensation earned by Keenan from carriers as a result of client's use of the BenefitBridge system platform will not be credited toward the Annual Fee.

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 16

**Board Agenda Item**

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

Meeting Date 9-3-13

**Subject:**

Department: Superintendent's Office

Health Benefits Consultant Contract

**Action Requested:**

The board is requested to discuss and approve the contract with Mr. William Barnes beginning on September 4, 2013 and ending June 30, 2015.

**Discussion:**

Mr. Barnes provides valuable guidance, leadership and support navigating the best possible health care benefits for all employees at the lowest cost. His many years of experience in providing this service to public entity clients is an asset to the Elk Grove Unified School District.

A very important characteristic of Mr. Barnes' relationship with his client is that he provides his services singularly in as much as he is not a broker and does not sell insurance or insurance related projects. In this way, Elk Grove Unified School District and their employees are his priority, not a product.

Prior to bringing this contract forward for Board consideration, each bargaining unit as well as EGTEAMS was engaged in discussion as to the value of his service. All but one bargaining unit recognized Mr. Barnes' expertise.

However, through these discussions it was agreed that the district health committee design would be modified to have two Co-Chairs. Mr. Fagan will be the district's Co-Chair and a Co-Chair will be selected to represent the bargaining groups. In support of the Joint Health Care Committee, Mr. Barnes will continue to analyze and provide data, coordinate visitations with health care providers, brokers, etc. as appropriate, support the health care committee in building the agendas, help navigate the changing health care landscape, as well as facilitate renewal agreements and provide services outlined in the attached contract. Mr. Barnes will be paid according to the hours worked.

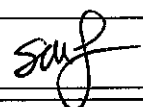
As the Health Committee's first meeting is to be held in late September, I request the Board act on this contract so we may execute the contract and facilitate his work as soon as possible.

**Financial Summary:**

The cost for Mr. Barnes' services in this agreement is \$250.00 per hour, which reflects no change from the 2012-13 school year per hour that will become effective after this agreement is approved by the Board of Education. This hourly rate has been guaranteed in the agreement through June 30, 2015.

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

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



## **Agreement for Benefits Consultant Services**

The Elk Grove Unified School District ("District") requests William Barnes Consulting (WBC) to advise it in connection with the District's employee benefits programs. This agreement sets forth the basic terms between the District and William Barnes Consulting concerning the work that will be done for the District.

### **1. Term of the Agreement**

This agreement shall be effective September 4, 2013 and end June 30, 2015.

### **2. Parties to the Agreement**

Client: Elk Grove Unified School District, 9510 Elk Grove-Florin Road, Elk Grove, California, 95624.

Contact: Rich Fagan, Assistant Superintendent.

Firm: William Barnes Consulting

Contact: William Barnes, owner

### **3. Scope of Agreement**

The Elk Grove Unified School District wishes to hire WBC to advise and represent the District in relations with insurance providers and other vendors that involve the District's employee benefits programs. The District also wants WBC to meet, provide and analyze data to support efforts of the District's employee associations that provide the best benefits at the lowest possible cost. WBC will do research and provide advice on alternatives to existing programs and innovations. This agreement is the only agreement between the District and WBC and must be signed by both parties to be effective.

### **4. Client's Duties**

The District agrees to cooperate, be accurate, to keep WBC informed of developments, to disclose all information needed to provide advice on employee compensation and benefits in a timely manner. The District agrees to pay invoices for fees and costs upon receipt.

### **5. Billing Statements**

WBC will invoice monthly the fees for services rendered and any travel or other related costs we have incurred on the District's behalf. WBC's invoices are due and payable upon receipt.

## **6. Consultant Fees and Billing Practices**

The District agrees to continue to pay WBC the ongoing client hourly rate of \$250 in effect during the previous contract. WBC offers existing clients a lower hourly rate than new clients pay for consultant services with similar experience and professional credentials. The hourly rate for other professional services such as actuaries are charged at their billed hourly rate.

WBC does not charge the cost of domestic phone calls (other than conference calls), but we will charge for the time spent on telephone calls relating to the District's matters, including calls with vendors or the District counsel or administrative personnel.

## **7. Costs and Other Charges**

(a) **In General.** WBC incurs various costs and expenses in performing consultant services under this agreement. WBC does not charge for certain costs, such as postage, faxes, electronic data transfers, or routine long distance calls within the continental United States. However, WBC does charge for other costs, including word processing secretarial services, document photocopying, and conference call fees. The District agrees to pay those expenses in addition to our hourly fees. WBC will bill for the actual cost for those services summarized on the monthly invoice.

(b) **Travel.** The District agrees to pay transportation, meals, lodging and all other necessary travel expenses by WBC.

(c) **Experts.** Experts are not anticipated on any of the matters set forth in this Agreement. In the unlikely event it becomes necessary to hire outside experts, other consultants or actuaries to assist in the preparation or presentation of the District's matters, we will not hire such persons unless the District authorizes their engagement and agrees to pay their fees and charges. We will select, with the District's approval and consent, health care experts, consultants or other professionals as required. The District will pay the hired experts, consultants or other professionals directly.

## **8. Disclaimer of Guarantee**

Nothing in this agreement and nothing in statements by WBC to the District is or should be construed as a promise or guarantee about the outcome of this agreement. WBC cannot make such promises or guarantees. The District acknowledges that any opinion about the outcome offered by WBC will not constitute a guarantee. The District may from time to time ask WBC for estimates of future benefit costs or WBC fees and costs. WBC will provide faith projections of such amounts but cannot guarantee that benefit costs nor actual fees and travel costs will not be higher.

## **9. Termination of Representation**

Either the District or WBC may terminate this agreement in writing at any time. After that point, WBC will not provide any further services or advance any costs unless separately agreed to in writing. The District will be responsible for payment of fees and costs that have been incurred up to the date of receipt of a notice of termination.

Likewise, WBC reserves the right to terminate this agreement for any reason at any time by written notice to the District. If WBC withdraws, we will give you advance notice and time to obtain a replacement consultant. If the District chooses to hire a replacement consultant or broker, WBC agrees to work through the transition. Whenever our services conclude, unpaid fees and costs become due and payable.

## **10. File Retention**

WBC maintains District specific files for three years. If the District does not request delivery of the District's files before the end of the three-year period, the District now agrees that WBC has no further obligation to retain files and may destroy them.

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

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

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

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

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

By signing this Agreement, the District represents that it has read this mediation/arbitration provision and fully understands the consequences of agreeing to mediation/arbitration.

#### **12. Legal, Tax and Investment Advice Excluded**

WBC has not been retained to provide legal, tax or investment advice concerning ERISA, pension, profit-sharing, insurance or investments relating to this matter. The District should consult with tax or other appropriate counsel or advisors regarding such issues.

#### **13. Severability**

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

#### **14. Effective Date**

This agreement will take effect upon the District's signature below. The date at the beginning of this agreement is for reference only. Even if this agreement does not take effect, the District will be obligated to pay WBC the reasonable value of any services performed for the District.

#### **15. California Law**

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

We appreciate the opportunity to continue to consult with the District and look forward to working with the District and its associations. Please return a signed copy of this letter to WBC.

**16. Signatures**

I have read and understood the foregoing terms and procedures, including the provision for finding arbitration, and agree to them on behalf of the District as of the date WBC first provided services.

Dated: \_\_\_\_\_, 2013      William Barnes Consulting

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

Dated: \_\_\_\_\_, 2013      ELK GROVE UNIFIED SCHOOL DISTRICT

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

Agenda Item No. 17  
Supplement No. \_\_\_\_\_  
Meeting Date: September 3, 2013

**Board Agenda Item****Subject:****Department:** Finance & School Support

California Nutrition Network (CNN) Grant Nutrition Assistants

**Action Requested:**

The Board is asked to approve the funding for 1.50 FTE Nutrition Assistants from October 1, 2013 through June 30, 2014.

**Discussion:**

Due to the loss of funding for our District from the California Nutrition Network (CNN) grant the Board is asked to approve the funding for 1.50 FTE Nutrition Assistants from October 1, 2013 through June 30, 2014. The district has received CNN grant funding for approximately 14 years to provide nutrition education to students in our district. At the beginning of 2013 our Food and Nutrition Services Department (FNS) became aware that these funds would no longer be distributed by the State of California Public Health Department and would instead be distributed by the Sacramento County Public Health Department (SCPHD). Elk Grove Unified School District staff raised protests about the proposed manner for future distributions after the SCPHD initially informed our district that we would not be receiving any of these funds after our CNN grant ended on 9-30-13, the district issued preliminary layoff notices to the 1.50 FTE Nutrition Assistants. Subsequently the SCPHD decided to develop eligibility criteria and allow districts in Sacramento county to apply for these funds. The SCPHD began setting up the application criteria to determine how they would distribute these funds to school districts in our county in March of 2013. However the final application criteria was not completed until July of 2013. Our FNS reviewed the final eligibility criteria for the application in August of 2013 and it was determined that once again, our district would not qualify to receive these funds.

Rather than lay off these personnel, FNS is requesting to use onetime carryover funds from 2012-13 to fund the 1.50 FTE Nutrition Assistant positions from 10-1-13 through 6-30-14. The extension of these Nutrition Assistant positions will allow our nutrition education program to continue for the remainder of the 2013-14 school year. We understand that these onetime funds could be used for other food service needs however we believe the proposed use of these funds benefit our students as it teaches them the importance of proper nutrition. It will also allow our FNS to continue to their efforts work with SCPHD to get back some or all of the funding that was lost to other districts in our county. Additionally FNS has already begun working with the district's Grant Writer to attempt to find alternative funding for this program and these positions.

**Financial Summary:**

The estimated onetime cost for funding these positions is \$78,393.

Prepared By: Michelle DrakeDivision Approval: Rich Fagan 

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

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

**Board Agenda Item**

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

Meeting Date September 3, 2013**Subject:**Department: Curriculum/Professional Learning**Pupil Textbook and Instructional Materials****Action Requested:**

The Board of Education is requested to approve Resolution No. 11 certifying that K-12 State Instructional Materials Fund monies are expended in compliance with the Pupil Textbook and Instructional Materials Incentive Program Act, ensuring that each pupil will have sufficient instructional materials.

**Discussion:**

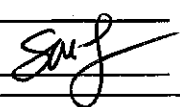
Education Code Section 60119 specifies that the Board of Education shall hold a public hearing and shall determine through a resolution that each pupil in each school in the district has sufficient textbooks or instructional materials or both, in each subject (English/language arts, mathematics, history/social science, and science), that are consistent with the content and cycles of the curriculum framework adopted by the California State Board of Education. The Board of Education did hold such public hearing during its August 20, 2013, Board meeting.

The Education Code also requires that the Board of Education make a written determination as to whether each pupil enrolled in foreign language or health has sufficient textbooks or instructional materials. Similarly, the Board of Education must determine the availability of laboratory science equipment as applicable to science laboratory courses offered in grades 9 to 12, inclusive.

The attached resolution certifies that, in fact, each Elk Grove Unified School District student does have textbooks and materials consistent with these guidelines.

**Financial Summary:**Prepared By: Jerrilyn M. EwingBudget Approval: Rich Fagan

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

Department Approval: Mark CeruttiSuperintendent Approval: Steven M. Ladd, Ed.D. 

ELK GROVE UNIFIED SCHOOL DISTRICT

Elk Grove, California

RESOLUTION NO. 11, 2013-2014

RESOLUTION CERTIFYING THAT THE KINDERGARTEN THROUGH GRADE TWELVE STATE INSTRUCTIONAL MATERIALS FUND MONIES ARE AUGMENTED WITH GENERAL FUND AND LOTTERY MONIES SO THAT THERE ARE SUFFICIENT FUNDS SO THAT EACH DISTRICT PUPIL WILL HAVE SUFFICIENT TEXTBOOKS AND/OR INSTRUCTIONAL MATERIALS IN EACH SUBJECT

**WHEREAS**, the governing board of the Elk Grove Unified School District, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on **August 20, 2013**, at 7:00 p.m., which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

**WHEREAS**, the governing board provided at least 10 days notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

**WHEREAS**, the governing board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

**WHEREAS**, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district, and;

**WHEREAS**, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

**WHEREAS**, sufficient textbooks or instructional materials were provided to each student, including English learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in English/language arts, mathematics, science, history-social science, health, and foreign languages, and;

**WHEREAS**, specific materials, at a *minimum*, in the four core content areas (English/language arts, mathematics, science, and history-social science) are allocated one per on-track student (except as noted) as follows:

**WHEREAS**, sufficient laboratory science equipment was provided for science laboratory classes offered in grades 9-12, inclusive;

**NOW, THEREFORE, BE IT RESOLVED** that for the **2013-2014** school year, the Elk Grove Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

---

STEVEN M. LADD, Ed.D.  
Secretary to the Board of Education

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

## Textbooks for four core content areas per pupil:

### Elementary School

<b>Discipline</b>	<b>Title</b>	<b>GL</b>	<b>©</b>	<b>ISBN</b>	<b>Publisher</b>
<b>Language Arts</b>	Open Court: Big Book Package	K	2002	0-07-569238-4	SRA/McGraw-Hill
	Open Court: Reading, Phonics, and Phonemic Awareness Kit	K	2002	0-07-571937-1	SRA/McGraw-Hill
	Open Court: Anthology 1, Student Ed.	1	2002	0-07-569242-2	SRA/McGraw-Hill
	Open Court: Anthology 2, Student Ed.	1	2002	0-07-569243-0	SRA/McGraw-Hill
	Open Court: Anthology 1, Student Ed.	2	2002	0-07-569244-9	SRA/McGraw-Hill
	Open Court: Anthology 2, Student Ed.	2	2002	0-07-569245-7	SRA/McGraw-Hill
	Open Court: Anthology 1, Student Ed.	3	2002	0-07-569246-5	SRA/McGraw-Hill
	Open Court: Anthology 2, Student Ed.	3	2002	0-07-569247-3	SRA/McGraw-Hill
	Open Court: Anthology, Student Ed.	4	2002	0-07-569248-1	SRA/McGraw-Hill
	Open Court: Anthology, Student Ed.	5	2002	0-07-569249-X	SRA/McGraw-Hill
	Open Court: Anthology, Student Ed.	6	2002	0-07-569250-3	SRA/McGraw-Hill
<b>Language Arts (Intervention)</b>	Language! 3 <sup>rd</sup> Ed, Student Book A	3-6	2005	1-59318-262-7	Sopris West
	Language! 3 <sup>rd</sup> Ed, Student Book B	3-6	2005	1-59318-320-8	Sopris West
	Language! 3 <sup>rd</sup> Ed, Student Book C	3-6	2005	1-59318-321-6	Sopris West
<b>Language Arts (ELD)</b>	Avenues: Level A, Little Language Books	K	2000	07362-17908	Hampton-Brown
	Avenues: Level B, Literature Anthology	1	2000	07362-20224	Hampton-Brown
	Avenues: Level C, Literature Anthology	2	2000	07362-18769	Hampton-Brown
	Avenues: Level D, Literature Anthology	3	2000	07362-16731	Hampton-Brown
	Avenues: Level E, Literature Anthology	4	2000	07362-17096	Hampton-Brown
	Avenues: Level F, Literature Anthology	5-6	2000	07362-17452	Hampton-Brown
<b>Math</b>	GoMath, Student Edition	K	2011	978-054-758780-6	Houghton-Mifflin, Harcourt
	GoMath, Student Edition	1	2011	978-054-758779-0	Houghton-Mifflin, Harcourt
	GoMath, Student Edition	2	2011	978-054-758790-5	Houghton-Mifflin, Harcourt
	GoMath, Student Edition	3	2011	978-054-758785-1	Houghton-Mifflin, Harcourt
	GoMath, Student Edition	4	2011	978-054-758783-7	Houghton-Mifflin, Harcourt
	GoMath, Student Edition	5	2011	978-054-758781-3	Houghton-Mifflin, Harcourt
	GoMath, Student Edition	6	2011	978-054-758778-3	Houghton-Mifflin, Harcourt
<b>Science</b>	California Science, Kindergarten Kit	K	2008	002-285369-3	MacMillan/McGraw-Hill
	California Science, Unit Big Book Package	1	2008	002-285055-4	MacMillan/McGraw-Hill
	California Science: Student Edition	2	2008	002-284376-0	MacMillan/McGraw-Hill
	California Science: Student Edition	3	2008	002-284377-9	MacMillan/McGraw-Hill
	California Science: Student Edition	4	2008	002-284378-7	MacMillan/McGraw-Hill
	California Science: Student Edition	5	2008	002-284379-5	MacMillan/McGraw-Hill
	Earth Science: Student Edition	6	2007	003-042658-8	Holt, Rinehart, Winston
<b>Social Science</b>	California Kindergarten Program	K	2007	015-344135-6	Harcourt Brace
	A Child's View, Student Edition	1	2007	015-338498-0	Harcourt Brace
	People We Know, Student Edition	2	2007	015-338499-9	Harcourt Brace
	Our Communities, Student Edition	3	2007	015-338501-4	Harcourt Brace
	California, Student Edition	4	2007	015-338502-2	Harcourt Brace
	The United States, Student Edition	5	2007	015-338503-0	Harcourt Brace
	Ancient Civilizations, Student Edition	6	2006	003-073459-2	Holt, Rinehart, Winston

## Textbooks for four core content areas per pupil:

### Middle School

<b>Discipline</b>	<b>Title</b>	<b>GL</b>	<b>©</b>	<b>ISBN</b>	<b>Publisher</b>
<b>Language Arts</b>	Literature & Language Arts, Student Ed.	7	2003	0-03-056492-1	Holt, Rinehart, Winston
	Literature & Language Arts, Student Ed.	8	2003	0-03-056493-X	Holt, Rinehart, Winston
<b>Language Arts</b>	Language! 3rd Ed, Student Book A	7-8	2005	1-59318-262-7	Sopris West
<b>(Intervention)</b>	Language! 3rd Ed, Student Book B	7-8	2005	1-59318-320-8	Sopris West
	Language! 3rd Ed, Student Book C	7-8	2005	1-59318-321-6	Sopris West
	Language! 3 <sup>rd</sup> Ed., Student Book D	7-8	2005	1-59318-371-2	Sopris West
<b>Language Arts</b> <b>(ELD)</b>	High Point: Basic Level, Student Edition	7-8	2000	0-7362-1223-X	Hampton-Brown
	High Point: Level A, Student Edition	7-8	2000	0-7362-0901-8	Hampton-Brown
	High Point: Level B, Student Edition	7-8	2000	0-7362-0933-6	Hampton-Brown
	High Point: Level C, Student Edition	7-8	2000	0-7362-0965-4	Hampton-Brown
<b>Math</b>	Mathematics Concepts & Skills, St. Ed.	7-8	2001	0-618-05048-5	McDougal Littell
	Pre-Algebra, Student Edition	7-8	2001	0-13-050486-6	Prentice Hall
	Algebra 1, Student Edition	7-8	2001	0-13-044263-1	Prentice Hall
	Geometry, Student Edition	8	2001	0-395-93777-9	McDougal Littell
<b>Science</b>	Life Science, Student Edition	7	2007	0-03-046523-0	Holt, Rinehart, Winston
	Physical Science, Student Edition	8	2007	0-03-046528-1	Holt, Rinehart, Winston
	Earth Science (Honors) Student Edition	8	2006	0-13-166755-6	Pearson/Prentice-Hall
<b>Social Science</b>	World History, Student Edition	7	2006	0-03-073399-5	Holt, Rinehart, Winston
	U.S. History, Student Edition	8	2006	0-03-041228-5	Holt, Rinehart, Winston

## Textbooks for four core content areas per pupil:

### High School

<b>Discipline</b>	<b>Title</b>	<b>GL</b>	<b>©</b>	<b>ISBN</b>	<b>Publisher</b>
<b>Language Arts</b>	Literature & Language Arts, Student Ed.	9	2003	0-03-056494-8	Holt, Rinehart, Winston
	Literature & Language Arts, Student Ed.	10	2003	0-03-056496-4	Holt, Rinehart, Winston
	Literature & Language Arts, Student Ed.	11	2003	0-03-056497-2	Holt, Rinehart, Winston
	Literature & Language Arts, Student Ed.	12	2003	0-03-056498-0	Holt, Rinehart, Winston
	The Language of Composition, Student Ed.	AP 11	2008	0-312-45094-X	Bedford/St. Martins
	Bedford Intro. to Literature, Student Ed.	AP 12	2008	0-312-47200-5	V.H.P.S.
<b>Language Arts</b>	Language! 3rd Ed., Student Book A	9-12	2005	1-59318-262-7	Sopris West
<b>(Intervention)</b>	Language! 3rd Ed., Student Book B	9-12	2005	1-59318-320-8	Sopris West
	Language! 3rd Ed., Student Book C	9-12	2005	1-59318-321-6	Sopris West
	Language! 3rd Ed., Student Book D	9-12	2005	1-59318-371-2	Sopris West
	Language! 3rd Ed., Student Book E	9-12	2005	1-59318-375-5	Sopris West
<b>Language Arts</b> <b>(ELD)</b>	Shining Star: Keys to Learning, Student Ed.	9-12	2005	0-13-189221-5	Pearson Education
	Shining Star: Introduction, Student Ed.	9-12	2005	0-13-111285-6	Pearson Education
	Shining Star: Level A, Student Ed.	9-12	2005	0-13-093931-5	Pearson Education
	Shining Star: Level B, Student Ed.	9-12	2005	0-13-093933-1	Pearson Education
	Shining Star: Level C, Student Ed.	9-12	2005	0-13-093934-X	Pearson Education

## Textbooks for four core content areas per pupil:

### High School

<b>Discipline</b>	<b>Title</b>	<b>GL</b>	<b>©</b>	<b>ISBN</b>	<b>Publisher</b>
<b>Math</b>	Algebra I, CA Student Edition	9-12	2001	0-13-044263-1	Pearson/Prentice-Hall
	Geometry-Concepts & Skills, Student Edition	9-12	2001	0-618-08758-3	McDougal Littell
	Geometry, Student Edition	9-12	2001	0-395-93777-9	McDougal Littell
	Algebra 2, Student Edition	9-12	2001	0-395-93778-7	McDougal Littell
	Trigonometry, Student Edition	9-12	2007	0-618-64333-8	McDougal Littell
	Precalculus w/Limits: A Graphing Approach, CP, Student Edition	9-12	2005	0-618-49899-0	McDougal Littell
	Elementary Statistics, a Step by Step Approach, Student Edition	11-12	2006	0-07-327160-8	Glencoe/McGraw-Hill
	The Practice of Statistics, TI83/89 Graphing, Student Edition	AP	2003	0-7167-4773-1	VHPS
	Calculus, Student Edition	AP	2006	0-618-50300-5	McDougal Littell
<b>Science</b>	Earth Science, Student Ed.	9-12	2006	0-13-166755-6	Pearson/Prentice-Hall
	Biology—Dynamics of Life, Student Ed.	9-12	2000	0-02-828242-6	Glencoe/McGraw-Hill
	Modern Biology, (Honors) Student Ed.	9-12	2006	0-03-065178-6	Holt, Rinehart, Winston
	Astronomy Today, Student Ed.	9-12	2002	0-13-094334-7	Prentice-Hall
	Biochemistry, Student Ed.	9-12	2000	0-07-228331-9	McGraw-Hill
	Modern Chemistry, Student Ed.	9-12	1999	0-03-051122-4	Holt, Rinehart, Winston
	Environmental Science, (Ecology) Student Ed.	9-12	2005	0-07-293074-8	McGraw-Hill
	Essentials in Geology, Student Ed.	9-12	2000	0-13-028287-1	Prentice-Hall
	Foundations in Microbiology, Student Ed.	9-12	2005	0-07-255298-0	McGraw-Hill
	Recombinant DNA & Biotechnology, Student Ed.(Microbiology)	9-12	1996	1-55581-110-8	American Society
	Physics: Principles & Problems, Student Ed.	9-12	1999	0-02-825473-2	Glencoe/McGraw-Hill
	Conceptual Physics, Student Ed.	9-12	1998	0-321-00971-1	Addison Wesley
	Fundamentals of Anatomy & Physiology, Student Ed.(Physiology)	10-12	2006	0-13-195644-2	Prentice-Hall
	Chemistry in the Community, Student Ed	11-12	2006	0-7167-8919-1	VHPS
	Criminalistics, Student Ed. (Forensic Science)	11-12	2004	0-13-113706-9	Prentice-Hall
	Biology by Campbell, Student Ed.	AP	2011	013-137504-0	Pearson
	Chemistry: A Molecular Approach 3 <sup>rd</sup> Ed., Student Ed.	AP	2014	978-013-310192-8	Pearson
	Physics, Student Ed.	AP	2000	0-471-32146-X	Wiley & Sons
	Environmental Science: Earth as a Living Planet, Student Ed.	AP	2003	0-471-38914-5	Wiley & Sons
<b>Science (EL)</b>	Earth Science, Student Edition	9-12	2003	0-13-023815-5	Pearson/AGS Globe
<b>Social Science</b>	World Geography & Cultures, Student Ed.	9	2008	0-07-874529-2	Glencoe/McGraw-Hill
	Modern World History, Student Ed.	10	2006	0-618-55715-6	McDougal Littell
	American Anthem, Student Ed.	11	2007	0-03-043299-5	Holt, Rinehart, Winston
	Magruder's American Gov't, Student Ed	12	2006	0-13-133579-0	Pearson/Prentice-Hall
	Economics-Principles in Action, Student Ed.	12	2007	0-13-133487-5	Pearson/Prentice-Hall
	Understanding Psychology, Student Ed.	9-12	2008	0-07-874517-9	Glencoe/McGraw-Hill
	The Earth & Its Peoples, Student Ed.	AP	2008	0-618-77148-6	McDougal Littell
	The American Pageant, Student Ed.	AP	2006	0-618-47940-6	McDougal Littell
	Government in America-People, Politics & Policy, Student Ed.	AP	2008	0-13-134760-1	Pearson/Prentice-Hall
	Comparative Politics, Student Ed.	AP	2006	0-495-09162-6	Thompson/Wadsworth
	Economics, AP Student Ed.	AP	2008	0-07-329392-9	McGraw-Hill
	Psychology, Student Ed.	AP	2007	0-13-196070-9	Pearson/Allyn & Bacon

## Textbooks for four core content areas per pupil:

### High School

Discipline	Title	GL	©	ISBN	Publisher
<b>Social Science (EL)</b>	Pacemaker World Geography, St. Ed.	9-12	2002	0-13-023674-8	AGS Globe Fearon
	Pacemaker World History, St. Ed.	9-12	2008	0-7854-6391-7	AGS Globe Fearon
	Pacemaker US History, St. Ed.	9-12	2004	0-13-024410-4	AGS Globe Fearon
	Pacemaker American Gov't, St. Ed.	9-12	2001	0-7854-3871-8	AGS Globe Fearon
	Pacemaker Economics, St. Ed.	9-12	2001	0-13-023613-6	AGS Globe Fearon

## Textbooks for World Languages and Health per pupil:

Discipline	Title	GL	©	ISBN	Publisher
<b>World Languages</b>	Paso a Paso: Level 1, Student Edition (Spanish)	9-12	2000	0-673-58922-6	Prentice-Hall
	Paso a Paso: Level 2, Student Edition (Spanish)	9-12	2000	0-673-58923-4	Prentice-Hall
	Paso a Paso: Level 3, Student Edition (Spanish)	9-12	2000	0-673-58924-2	Prentice-Hall
	Abriendo puertas: Antologia de literature en espanol Tomo Level 1, Student Edition (Spanish V Honors)	9-12	2003	0-618-22206-5	McDougal Littell
	Abriendo puertas: Antologia de literature en espanol Tomo Level 2, Student Edition (Spanish V Honors)	9-12	2003	0-618-22207-3	McDougal Littell
	A toda vela, Student Edition (Spanish)	AP	2008	0-8219-3714-6	EMC Publishing
	TuMundo, Student Edition (Spanish for Native Speakers)	9-12	1997	0-669-43334-9	Heath
	Nuestra Nundo, Student Edition (Spanish for Native Speakers)	9-12	1997	0-669-43336-5	Heath
	Allez Viens!: Level 1 (French)	9-12	2000	0-03-052079-7	Holt, RinehartWinston
	Allez Viens!: Level 2 (French)	9-12	2000	0-03-052082-7	Holt, RinehartWinston
	Allez Viens!: Level 3 (French)	9-12	2000	0-03-052083-5	Holt, RinehartWinston
	Ensemble Gramaire (French IV)	9-12	1999	047-0002-88-3	People's Publishers
	Ensemble Culture et Societe (French IV)	9-12	1999	047-0002-90-5	People's Publishers
	Ensemble Litterature (French IV)	9-12	1999	047-0004-55-X	People's Publishers
	En Bonne Forme, (French AP)	AP	2001	0-618-01241-9	McDougal Littell
	Deutsch Aktuell: Level 1 (German)	9-12	1998	0-8219-1449-9	EMC Paradigm
	Deutsch Aktuell: Level 2 (German)	9-12	1998	0-8219-1488-X	EMC Paradigm
	Deutsch Aktuell: Level 3 (German)	9-12	1998	0-8219-1701-3	EMC Paradigm
	Übungsbuch Kaleidoskop (German)	AP	1998	0-395-89028-4	McDougal Littell
	Adventures in Japanese: Level 1	9-12	2004	0-88727-421-8	JP Trading Inc.
	Adventures in Japanese: Level 2	9-12	2004	0-88727-430-7	JP Trading Inc.
	Adventures in Japanese: Level 3	9-12	2004	0-88727-399-8	JP Trading Inc.
	Yookoso! Continuing with Contemporary Japanese	AP	2004	0-07-297496-6	McGraw-Hill
Discipline	Title	GL	©	ISBN	Publisher
<b>Health</b>	Glencoe Health, Student Edition	9-12	2004	0-07-826326-3	Glencoe/McGraw-Hill

## Instructional Materials in the four core content areas:

### Elementary School

<b>Discipline</b>	<b>Title</b>	<b>GL</b>	<b>©</b>	<b>ISBN</b>	<b>Publisher</b>
<b>Language Arts</b>	Sounds and Letters Skills Workbook	K	2002	0-07-571902-9	SRA/McGraw Hill
	Pre-Decodable/Decodable Takehome	K	2002	0-07-572526-6	SRA/McGraw Hill
	Phonics Skills Workbook	1	2002	0-07-570198-7	SRA/McGraw Hill
	Comprehension & LangArts Skills Wkbk	1	2002	0-07-569516-2	SRA/McGraw Hill
	Decodable Takehome #1	1	2002	0-07-572527-4	SRA/McGraw Hill
	Decodable Takehome #2	1	2002	0-07-572528-2	SRA/McGraw Hill
	Comprehension & LangArts Skills Wkbk	2	2002	0-07-570201-0	SRA/McGraw Hill
	Spelling & Vocabulary Workbook	2	2002	0-07-571099-4	SRA/McGraw Hill
	Decodable Takehome	2	2002	0-07-572531-2	SRA/McGraw Hill
	Comprehension & LangArts Skills Wkbk	3	2002	0-07-570683-0	SRA/McGraw Hill
	Spelling & Vocabulary Workbook	3	2002	0-07-571102-8	SRA/McGraw Hill
	Comprehension & LangArts Skills Wkbk	4	2002	0-07-570686-5	SRA/McGraw Hill
	Spelling & Vocabulary Workbook	4	2002	0-07-571105-2	SRA/McGraw Hill
	Comprehension & LangArts Skills Wkbk	5	2002	0-07-571905-3	SRA/McGraw Hill
	Spelling & Vocabulary Workbook	5	2002	0-07-571112-5	SRA/McGraw Hill
	Comprehension & LangArts Skills Wkbk	6	2002	0-07-570768-3	SRA/McGraw Hill
	Spelling & Vocabulary Workbook	6	2002	0-07-571115-X	SRA/McGraw Hill
<b>Language Arts</b>	Language! 3 <sup>rd</sup> Ed, Interactive Reader Book A	3-6	2005	1-59318-264-3	Sopris West
<b>(Intervention)</b>	Language! 3 <sup>rd</sup> Ed, Content Mastery Book A	3-6	2005	1-59318-294-5	Sopris West
	Language! 3 <sup>rd</sup> Ed, Summative Test Book A	3-6	2005	1-57035-540-1	Sopris West
	Language! 3 <sup>rd</sup> Ed, Interactive Reader Book B	3-6	2005	1-59318-322-4	Sopris West
	Language! 3 <sup>rd</sup> Ed, Content Mastery Book B	3-6	2005	1-59318-295-3	Sopris West
	Language! 3 <sup>rd</sup> Ed, Summative Test Book B	3-6	2005	1-59035-541-X	Sopris West
	Language! 3 <sup>rd</sup> Ed, Interactive Reader Book C	3-6	2005	1-59318-323-2	Sopris West
	Language! 3 <sup>rd</sup> Ed, Content Mastery Book C	3-6	2005	1-59318-296-1	Sopris West
	Language! 3 <sup>rd</sup> Ed, Summative Test Book C	3-6	2005	1-57035-542-8	Sopris West
<b>Language Arts</b>	Avenues, Practice Book Level A	K	2000	07362-1786X	Hampton-Brown
<b>(ELD)</b>	Avenues, Practice Book Level B	1	2000	07362-18351	Hampton-Brown
	Avenues, Practice Book Level C	2	2000	07362-1884X	Hampton-Brown
	Avenues, Practice Book Level D	3	2000	07362-16782	Hampton-Brown
	Avenues, Practice Book Level E	4	2000	07362-17142	Hampton-Brown
	Avenues, Practice Book Level F	5-6	2000	07362-17509	Hampton-Brown
<b>Reference Materials</b>	Merriam-Webster's Primary Dictionary (Instructional supplemental resource)	1-2	2005	0-87779174-0	Merriam Webster
	Merriam-Webster's Elementary Dictionary (Instructional supplemental resource)	2-3	2005	0-87779575-4	Merriam Webster
	Merriam-Webster's Intermediate Dictionary (Instructional supplemental resource)	4-6	2004	0-87779579-7	Merriam Webster
<b>Math</b>	GoMath, Practice Book	K	2011	978-054-758812-4	Houghton-Mifflin, Harcourt
	GoMath, Practice Book	1	2011	978-054-758815-5	Houghton-Mifflin, Harcourt
	GoMath, Practice Book	2	2011	978-054-758814-8	Houghton-Mifflin, Harcourt
	GoMath, Practice Book	3	2011	978-054-758810-0	Houghton-Mifflin, Harcourt
	GoMath, Practice Book	4	2011	978-054-758813-1	Houghton-Mifflin, Harcourt
	GoMath, Practice Book	5	2011	978-054-758816-2	Houghton-Mifflin, Harcourt
	GoMath, Practice Book	6	2011	978-054-758811-7	Houghton-Mifflin, Harcourt

## Instructional Materials in the four core content areas:

### Middle School

<b>Discipline</b>	<b>Title</b>	<b>GL</b>	<b>©</b>	<b>ISBN</b>	<b>Publisher</b>
<b>Core Novels</b>	<i>A Day No Pigs Would Die</i>	7	1972	0-69433	Perma-Bound
	<i>Catherine, Called Birdy</i>	7	1994	0-47510	Perma-Bound
	<i>Dragonwings</i>	7	1975	0-81921	Perma-Bound
	<i>The Giver</i>	7	1997	1-17894	Perma-Bound
	<i>Lupita Manana</i>	7	1992	1-84701	Perma-Bound
	<i>Midsummer Night's Dream</i>	7	1997	1-96701	Perma-Bound
	<i>The Miracle Worker</i>	7	1956	1-97901	Perma-Bound
	<i>Walk Two Moons</i>	7	1994	3-18346	Perma-Bound
	<i>Adventures of Tom Sawyer</i>	8	1988	0-3004X	Perma-Bound
	<i>Dance Hall of the Dead</i>	8	1973	0-67275	Perma-Bound
	<i>Diary of Anne Frank</i>	8	1952	0-15601	Perma-Bound
	<i>The Hobbit</i>	8	1966	1-38401	Perma-Bound
	<i>House on Mango Street</i>	8	1989	1-41340	Perma-Bound
	<i>Light in the Forest</i>	8	1953	1-77201	Perma-Bound
	<i>The Outsiders</i>	8	1967	2-27501	Perma-Bound
	<i>Pigman</i>	8	1968	2-35001	Perma-Bound
	<i>Roll of Thunder, Hear My Cry</i>	8	1997	2-56701	Perma-Bound
<b>Language Arts (Intervention)</b>	Language! 3 <sup>rd</sup> Ed, Interactive Reader Book A	7-8	2005	1-59318-264-3	Sopris West
	Language! 3 <sup>rd</sup> Ed, Content Mastery Book A	7-8	2005	1-59318-294-5	Sopris West
	Language! 3 <sup>rd</sup> Ed, Summative Test Book A	7-8	2005	1-57035-540-1	Sopris West
	Language! 3 <sup>rd</sup> Ed, Interactive Reader Book B	7-8	2005	1-59318-322-4	Sopris West
	Language! 3 <sup>rd</sup> Ed, Content Mastery Book B	7-8	2005	1-59318-295-3	Sopris West
	Language! 3 <sup>rd</sup> Ed, Summative Test Book B	7-8	2005	1-59035-541-X	Sopris West
	Language! 3 <sup>rd</sup> Ed, Interactive Reader Book C	7-8	2005	1-59318-323-2	Sopris West
	Language! 3 <sup>rd</sup> Ed, Content Mastery Book C	7-8	2005	1-59318-296-1	Sopris West
	Language! 3 <sup>rd</sup> Ed, Summative Test Book C	7-8	2005	1-57035-542-8	Sopris West
	Language! 3 <sup>rd</sup> Ed, Interactive Reader Book D	7-8	2005	1-59318-372-0	Sopris West
<b>Reference Materials</b>	Random House Webster's College Dictionary (1 per 3 student ratio in Honors English- Language Arts Classes)	7-8	2001	0-375-42560-8	Random House
	Webster's New World Thesaurus, Roget A-Z (1 per 5 student ratio)	7-8	1999	0-02-863122-6	MacMillan-IDG

## Instructional Materials in the four core content areas:

### High School

Discipline	Title	GL	©	ISBN	Publisher
Core Novels	Anthem	9	1946	0-16001	Perma-Bound
	Antigone	9	1958	0-16023	Perma-Bound
	At Risk	9	1986	0-20253	Perma-Bound
	Bean Trees	9	1988	0-25605	Perma-Bound
	The Chosen	9	1967	0-53601	Perma-Bound
	I Know Why the Caged Bird Sings	9	1969	1-49001	Perma-Bound
	Sophocles: The Oedipus Cycle	9	1977	2-19500	Perma-Bound
	Picture Bride	9	1987	2-34804	Perma-Bound
	Raisin in the Sun	9	1997	2-48801	Perma-Bound
	The Tragedy of Romeo and Juliet	9	1997	2-57151	Perma-Bound
	A Man For All Seasons	10	1990	1-88801	Perma-Bound
	Cyranno de Bergerac	10	1951	0-67001	Perma-Bound
	Fahrenheit 451	10	1953	0-94201	Perma-Bound
	Grapes of Wrath	10	1939	1-22201	Perma-Bound
	Lord of the Flies	10	1954	1-82201	Perma-Bound
	Master Harold and the Boys	10	1982	1-92500	Perma-Bound
	McTeague	10	1964	1-93376	Perma-Bound
	One Flew Over the Cuckoo's Nest	10	1970	2-23201	Perma-Bound
	Othello	10	1993	2-25801	Perma-Bound
	To Kill a Mockingbird	10	1960	3-03201	Perma-Bound
	Bless Me, Ultima	11	1972	0-33694	Perma-Bound
	Bury My Heart at Wounded Knee	11	1970	0-41888	Perma-Bound
	Catcher in the Rye	11	1951	0-47501	Perma-Bound
	The Crucible	11	1952	0-66101	Perma-Bound
	Ethan Frome	11	1970	0-91701	Perma-Bound
	Great Gatsby	11	1925	1-23701	Perma-Bound
	Pigs in Heaven	11	1993	2-35032	Perma-Bound
	The Scarlet Letter	11	1997	2-61401	Perma-Bound
	Their Eyes Were Watching Good	12	1937	2-96350	Perma-Bound
	Animal Dreams	12	1990	0-14893	Perma-Bound
	Cry the Beloved Country	12	1948	0-66301	Perma-Bound
	Hamlet & Related Readings, McDougal	12	1997	1-30101	Perma-Bound
	Hamlet, Folger Edition	12	1992	4-77120	Perma-Bound
	The Joy Luck Club Ear	12	1989	1-65390	Perma-Bound
	Les Miserables	12	1964	1-98268	Perma-Bound
	Of Love and Shadows	12	1987	0-606-03879-5	Perma-Bound
	Pride and Prejudice	12	1988	2-42101	Perma-Bound
Language Arts (Intervention)	Language! 3 <sup>rd</sup> Ed, Interactive Reader Book A	9-12	2005	1-59318-264-3	Sopris West
	Language! 3 <sup>rd</sup> Ed, Content Mastery Book A	9-12	2005	1-59318-294-5	Sopris West
	Language! 3 <sup>rd</sup> Ed, Summative Test Book A	9-12	2005	1-57035-540-1	Sopris West
	Language! 3 <sup>rd</sup> Ed, Interactive Reader Book B	9-12	2005	1-59318-322-4	Sopris West
	Language! 3 <sup>rd</sup> Ed, Content Mastery Book B	9-12	2005	1-59318-295-3	Sopris West
	Language! 3 <sup>rd</sup> Ed, Summative Test Book B	9-12	2005	1-59035-541-X	Sopris West
	Language! 3 <sup>rd</sup> Ed, Interactive Reader Book C	9-12	2005	1-59318-323-2	Sopris West
	Language! 3 <sup>rd</sup> Ed, Content Mastery Book C	9-12	2005	1-59318-296-1	Sopris West
	Language! 3 <sup>rd</sup> Ed, Summative Test Book C	9-12	2005	1-57035-542-8	Sopris West
	Language! 3 <sup>rd</sup> Ed, Interactive Reader Book D	9-12	2005	1-59318-372-0	Sopris West
	Language! 3 <sup>rd</sup> Ed, Content Mastery Book D	9-12	2005	1-59318-297-X	Sopris West
	Language! 3 <sup>rd</sup> Ed, Summative Test Book D	9-12	2005	1-59318-381-X	Sopris West
	Language! 3 <sup>rd</sup> Ed, Interactive Reader Book E	9-12	2005	1-59318-376-3	Sopris West
	Language! 3 <sup>rd</sup> Ed, Content Mastery Book E	9-12	2005	1-59318-298-8	Sopris West
	Language! 3 <sup>rd</sup> Ed, Summative Test Book E	9-12	2005	1-59318-382-8	Sopris West

## ***Instructional Materials in the four core content areas:***

### **High School**

<b><i>Discipline</i></b>	<b><i>Title</i></b>	<b><i>GL</i></b>	<b><i>©</i></b>	<b><i>ISBN</i></b>	<b><i>Publisher</i></b>
<b><i>Reference Materials</i></b>	Random House Webster's College Dictionary (provided at 1:3 ratio)	9-12	2001	0-375-42560-8	Random House
	Websters New World Thesaurus, RogetA-Z (provided at 1:5 ratio)	9-12	1999	0-02-863122-6	MacMillan-IDG

## ***Sufficient Laboratory Science Equipment:***

<b><i>Discipline</i></b>	<b><i>Title</i></b>	<b><i>GL</i></b>	<b><i>©</i></b>	<b><i>ISBN</i></b>	<b><i>Publisher</i></b>
<b><i>Science</i></b>	Earth Science, Lab Manual, Student's Edition	9	2006	0-13-125898-2	Pearson/Prentice-Hall
	Biology: Dynamics of Life Lab Manual	9-12	2000	0-02-828251-5	McGraw-Hill
	Biology, BioSource Lab Program, Honors	9-12	1999	0-03-052044-4	Holt, Rinehart, Winston
	Modern Chemistry, Holt ChemFile Lab Program	9-12	1999	0-03-052993-X	Holt, Rinehart, Winston

**Board Agenda Item**

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

Meeting Date September 3, 2013**Subject:****Department:** Student Services M.C.

**Elk Grove Unified School District's Annual Service Delivery/Budget Plan for Special Education**

**Action Requested:**

The Board of Education is requested to approve the 2013-2014 Elk Grove Unified School District Annual Service Delivery/Budget Plan for Special Education.

**Discussion:**

The Elk Grove Unified School District's *Special Education Local Planning Agency (SELPA) Plan* is required annually to develop and revise an Annual Service Delivery/Budget Plan as an additional component of their approved local plan. The Annual Service Delivery/Budget Plan includes a description of all the special education services provided by the SELPA, the nature of those services and the physical location of those services. The Annual Service Delivery/Budget Plan also identifies expected expenditures for all items required by the SELPA's service delivery plan.

A public hearing and discussion regarding this topic was conducted on August 20, 2013. The Board of Education is now requested to approve the 2013-2014 .Plan as submitted.

**Financial Summary:****Prepared By:** Bill Tollestrup**Division Approval:** Mark Cerutti M.C.**Prepared By:** Bill Tollestrup**Superintendent Approval:** Steven M. Ladd, Ed.D.

## ANNUAL BUDGET PLAN FISCAL YEAR 2013-14

The Annual Budget Plan shall identify expected expenditures for all items required by this part as listed below. The *Standardized Account Code Structure (SACS)* codes provide source information from the local educational agency (LEA) reporting.

	Reference/Label	Instructions	Estimated Totals
A	Funds received in accordance with Chapter 7.2 (commencing with California <i>Education Code</i> [EC] Section 56836) (Special Education Program Funding)	SACS <i>Resource Code</i> 6500 (State), 3300-3499 (Federal) 6512-6535 (General Fund)	\$81,734,632
B	Administrative costs of the plan	SACS <i>Goal Code</i> 5001 Function 2100	\$2,436,780
C	Special Education services to pupils with: (1) <b>severe disabilities</b> , and (2) <b>low-incidence disabilities</b>	SACS <i>Goal Code</i> 5710	\$50,442
		SACS <i>Goal Code</i> 5730	\$1,895,665
		SACS <i>Goal Code</i> 5750	\$46,361,523
D	Special education services to pupils with <b>non-severe disabilities</b>	SACS <i>Goal Code</i> 5770	\$27,428,822
E	Supplemental aids and services to meet the individual needs of pupils placed in <b>regular education classrooms</b> and environments	Any SACS <i>Goal Code</i> with SACS <i>Function Code</i> 1130 <sup>1</sup>	\$15,153,341
F	Regionalized operations and services, and direct instructional support <b>by program specialists</b> in accordance with Article 6 (commencing with Section 56836.23) of Chapter 7.2. (SELPA Program Specialists Funding)	SACS <i>Goal Code</i> 5050	\$1,308,268
		SACS <i>Goal Code</i> 5060	\$0
G	The use of <b>property taxes</b> allocated to the special education local plan area pursuant to EC Section 2572.	Statement is included in Local Plan	

<sup>1</sup> Function Activity Classification can be located at:  
<http://www.cde.ca.gov/be/ag/ag/yr08/mar08item24a6.doc>

FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY

Received by the State Superintendent of Public Instruction: Date: \_\_\_\_\_ By: \_\_\_\_\_

SELPA:3411 Elk Grove Unified SELPA

LEA:3467314 ELK GROVE UNIFIED

Annual Service Report (001)		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
0101790 Edna Batey Elementary	10	330   415   425   436   445   450   510   515   535
0105908 Arlene Hein Elementary	10	330   415   425   435   436   445   450   460   725
0105916 Monterey Trail High	10	330   340   415   425   435   436   450   515   535   710   715   720   725   730   820   830   840   900
0105924 Edward Harris, Jr. Middle	10	330   340   415   425   436   445   450   460   710   715   725   830   900
0105932 Roy Herburger Elementary	10	330   340   415   436   445   450   460   725   730
0108720 Arnold Adreani Elementary	10	330   415   425   445   450   460   535
0108738 Helen Carr Castello Elemen	10	330   340   415   425   450   460   725   900
0108746 Katherine L. Albani Middel	10	330   415   425   445   450   510   515   530   725   730   830   890
0108753 Pleasant Grove High	10	250   330   340   415   425   435   436   445   510   515   530   540   725   730   820   830   840   850   860   890   900
0111112 Carroll Elementary	10	330   415   425   445   450   510   515
0114702 Sunrise Elementary	10	330   340   415   425   445   450   535
0116871 Elizabeth Pinkerton Middle	10	330   340   415   425   445   450   510   515   535   725   730   830   900
0116897 Cosumnes Oaks High	10	330   340   415   425   435   445   450   510   515   530   535   610   725   730   820   830   840   850   865   890   900
3430170 Valley High	10	330   415   425   435   436   445   510   515   725   730   830
3430477 Florin High	10	330   340   415   425   436   510   515   820   830   840
3430592 Laguna Creek High	10	330   340   415   425   445   510   515   530   715   725   730   820   830   840   850   860   890   900

Please ensure that the following are included on this form: (Ages 6-22)	
10-Public Day School School	20-Continuation School
19-Other Public School/Facility	31- Community School
24-Independent Study	15-Special Education Center/Facility
11-Public Residential School	22- Alternative Work Education
56- Charter School(operated AS an LEA	55- Charter School(operated as by an LEA

SELPA:3411 Elk Grove Unified SELPA

LEA:3467314 ELK GROVE UNIFIED

**Annual Service Report (001)**

Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
3430618 Sheldon High	10	330   340   415   425   445   510   515   820   830   840   890
3430873 Franklin High	10	330   340   415   425   435   445   450   460   510   515   535   725   730   820   830   840   900
3432572 Elk Grove High	10	330   415   445   510   515   530   720   820   830   840   850   890
6032981 Kirchgater (Anna) Elementa	10	330   415   450   510   515   535
6032999 Baker (Jessie) Elementary	10	250   330   340   415   425   435   436   445   450   460   515   725   730   830   900
6033005 Mack (Charles E.) Elementa	10	330   340   415   425   435   450   725
6033013 Cosumnes River Elementary	10	330   415   425   445   450   510   535
6033021 Reese (David) Elementary	10	330   340   415   425   450   515   535   725   900
6033039 Dillard (C. W.) Elementary	10	330   415   425   435   450   515
6033047 Elk Grove Elementary	10	330   340   415   425   436   445   450   460   515   725   730
6033054 Florin Elementary	10	330   415   425   436   450   460   515   725   730
6033062 Franklin Elementary	10	330   415   425   450
6033088 McKee (James A.) Elementar	10	330   350   415   425   450
6033096 Pleasant Grove Elementary	10	330   415   425
6033104 Kennedy (Samuel) Elementar	10	330   415   425   450   460   725
6033112 Sierra-Enterprise Elementa	10	330   350   415   425   436   445   450   515   530   535   900

Please ensure that the following are included on this form: (Ages 6-22)

10-Public Day School School	20-Continuation School
19-Other Public School/Facility	31- Community School
24-Independent Study	15-Special Education Center/Facility
11-Public Residential School	22- Alternative Work Education
56- Charter School (operated AS an LEA	55- Charter School (operated as by an LEA

SELPA:3411 Elk Grove Unified SELPA

LEA:3467314 ELK GROVE UNIFIED

Annual Service Report (001)		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6059174 Rutter (James) Middle	10	330   340   415   425   450   515   830   900
6061808 Kerr (Joseph) Middle	10	330   415   425   445   510   515   830   900
6077291 Leimbach (Herman) Elementa	10	330   415   425   436   445   450   460   515   535
6098743 Markofer (Florence) Elemen	10	330   415   425   445   450   535   725   730
6098750 Prairie Elementary	10	330   340   415   445   450   530   535   725
6101844 Feickert (Ellen) Elementar	10	250   330   415   425   450
6106355 Jackson (Isabelle) Element	10	330   415   425   450   510   515   535   900
6107700 Foulks Ranch Elementary	10	330   340   415   445   450   510
6107718 Union House Elementary	10	330   415   425   450   515   725
6107916 Reith (John) Elementary	10	330   415   445   450   515
6109516 Butler (Arthur C.) Element	10	330   415   425   450
6109821 Jackman (Samuel) Middle	10	330   415   425   445   830
6110118 Ehrhardt (John) Elementary	10	330   340   415   425   436   445   450   515   535   725   730   735
6110985 Tsukamoto (Mary) Elementar	10	330   340   415   425   450   510   515
6112031 Eddy (Harriet G.) Middle	10	330   415   425   445   510   515   725   830   840   900
6112106 Donner (Elitha) Elementary	10	330   340   415   425   435   450   535

Please ensure that the following are included on this form: (Ages 6-22)	
10-Public Day School School	20-Continuation School
19-Other Public School/Facility	31- Community School
24-Independent Study	15-Special Education Center/Facility
11-Public Residential School	22- Alternative Work Education
56- Charter School (operated AS an LEA	55- Charter School (operated as by an LEA

SELPA:3411 Elk Grove Unified SELPA

LEA:3467314 ELK GROVE UNIFIED

Annual Service Report (001)		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6113179 Morse (Barbara Comstock) E	10	330   415   450   725
6113187 Beitzel (Maeola E.) Elemen	10	330   415   425   445   450   460   515   535
6113831 Smedberg (T. R.) Middle	10	330   340   415   425   436   445   450   510   515   900
6116818 Sims (Joseph) Elementary	10	330   415   425   445   450   535   725   730   735
6118046 Case (Raymond) Elementary	10	330   340   415   450   460   515   530
6118053 Stone Lake Elementary	10	330   415   425   450   535
6120000 Toby Johnson Middle	10	330   415   425   530   725   830
6120018 Irene B. west Elementary	10	330   340   415   425   436   445   450   460   535   710   715
6120026 Robert J. Fite	10	330   415   425   445   450   510   515
6120034 Elliott Ranch Elementary	10	330   415   425   450   510   515   535   725   730
BAKRSCO *** Sch Code Not Found ***	10	330   425
HOMEHOS *** Sch Code Not Found ***	10	330   830
PRIVATE *** Sch Code Not Found ***	10	330   415
SCOECOM *** Sch Code Not Found ***	10	330   515
SCOEGEGER *** Sch Code Not Found ***	10	330
6120034 Elliott Ranch Elementary	11	330   415

Please ensure that the following are included on this form: (Ages 6-22)	
10-Public Day School School	20-Continuation School
19-Other Public School/Facility	31- Community School
24-Independent Study	15-Special Education Center/Facility
11-Public Residential School	22- Alternative Work Education
56- Charter School (operated AS an LEA	55- Charter School (operated as by an LEA

SELPA:3411 Elk Grove Unified SELPA

LEA:3467314 ELK GROVE UNIFIED

Annual Service Report (001)		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6032999 Baker (Jessie) Elementary	15	330   415   425
0105916 Monterey Trail High	19	330   515   830
3430170 Valley High	19	330
3430618 Sheldon High	19	330   415   820   830
6107916 Reith (John) Elementary	19	330
3430311 Calvine High (Cont.)	20	330   610   830
3430329 Rio Cazadero High (Cont.)	20	330   830
3432002 Daylor (William) High (Con	20	330   415   830
3430352 Las Flores High (Alter.)	24	330   415   830
6032999 Baker (Jessie) Elementary	24	330
SCOEGER *** Sch Code Not Found ***	31	330   830
6112254 Elk Grove Charter	55	330   415   830

Please ensure that the following are included on this form: (Ages 6-22)	
10-Public Day School School	20-Continuation School
19-Other Public School/Facility	31- Community School
24-Independent Study	15-Special Education Center/Facility
11-Public Residential School	22- Alternative Work Education
56- Charter School (operated AS an LEA	55- Charter School (operated as by an LEA

SELPA:3411 Elk Grove Unified SELPA

LEA:3467314 ELK GROVE UNIFIED

Other Facility (002)		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
3430170 Valley High	40	330
HOMEHOS *** Sch Code Not Found ***	40	330   340   415   425   436   445   450   460   515   725   830   900
PRIVATE *** Sch Code Not Found ***	40	415
0000001 *** Sch Code Not Found ***	70	330   415   450
0110916 Larry M. Simmons High Scho	70	330   510   545   830
0115899 Williams Academy, The	70	330   415   510   515   820   830   840   890
6033047 Elk Grove Elementary	70	330   415   425
6204531 Land Park Academy - Freepo	70	330   415   450
6914246 Odyssey Learning Center, I	70	330   415   445   450   460   535   725   830   900
6937999 Aldar Academy	70	330   415   510   515   830
7051394 South Pointe Academy	70	330   415   445   510   515   830   840   890
7077084 Children's Home Connection	70	330   415
7078256 New Dimension Learning Aca	70	330   415   510   515   545   830   840
7085590 Northern California Prepar	70	330   415   510   515   830
7086846 Guiding Hands, Inc.	70	330   340   415   445   450   510   515   830   840
7091481 ABC School - Sacramento	70	330   415   445   450   830   900

Please ensure that the following are included on this form: (Ages 6-22)	
30-Juvenile Court	40-Home Instruction
45-Hospital Facility	50-Community College
51-Adult Education Program	70 -Nonpublic Day School
71/72- Nonpublic Residential	79- Nonpublic Agency

SELPA:3411 Elk Grove Unified SELPA

LEA:3467314 ELK GROVE UNIFIED

Other Facility (002)		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
7099450 CCHAT Center-Sacramento	70	330   415   710
MARTINS *** Sch Code Not Found ***	70	330   830
PRIVATE *** Sch Code Not Found ***	70	415
6205611 Milhous School, Inc.-Brads	71	330   415   510   830
7048887 Milhous School, Inc.-Gerbe	71	330   510   515   545   830
7048895 Milhous School, Inc. - Pon	71	330   510   515   830
7099757 Milhous School, Inc.-Bar D	71	330   510   515   830   840
MILRANC *** Sch Code Not Found ***	71	330   510   545
7776422 *** Sch Code Not Found ***	72	330   510   515   545   830
PROVOCA *** Sch Code Not Found ***	72	510   515

Please ensure that the following are included on this form: (Ages 6-22)	
30-Juvenile Court	40-Home Instruction
45-Hospital Facility	50-Community College
51-Adult Education Program	70 -Nonpublic Day School
71/72- Nonpublic Residential	79- Nonpublic Agency

SELPA:3411 Elk Grove Unified SELPA

LEA:3467314 ELK GROVE UNIFIED

Pre-School Services 004		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
EARINTV *** Sch Code Not Found ***	00	210   240   350   415   436
0101790 Edna Batey Elementary	10	330   415   515
0105908 Arlene Hein Elementary	10	415
0105932 Roy Herburger Elementary	10	330   350   415   436   725
0108720 Arnold Adreani Elementary	10	415
0108738 Helen Carr Castello Elemen	10	330   350   415   425   436   450   535   725   900
0111112 Carroll Elementary	10	330   350   415   445   450   460
0114702 Sunrise Elementary	10	330   415   450
6032981 Kirchgater (Anna) Elementa	10	415
6032999 Baker (Jessie) Elementary	10	330   415   425   450   460
6033005 Mack (Charles E.) Elementa	10	415
6033013 Cosumnes River Elementary	10	330   415   535
6033021 Reese (David) Elementary	10	415
6033047 Elk Grove Elementary	10	330   415
6033054 Florin Elementary	10	330   350   415
6033062 Franklin Elementary	10	415

Please ensure that the following are included on this form: (Ages 3-5)	
40 Home Instruction/00 - No school	45 Hospital Facility
61-Head Start Program	62- Child Devt. or Child Care
State Preschool Program	64- Private Preschool
65-Extended Day Care Program	11- Public Residential School
10-Public Day School	19-Other Public School/Facilities

SELPA:3411 Elk Grove Unified SELPA

LEA:3467314 ELK GROVE UNIFIED

Pre-School Services 004		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6033088 McKee (James A.) Elementar	10	330   350   415   450
6033104 Kennedy (Samuel) Elementar	10	330   415
6033112 Sierra-Enterprise Elementa	10	330   350   415   425   450   460   535
6077291 Leimbach (Herman) Elementa	10	330   415   450
6098743 Markofer (Florence) Elemen	10	330   415   436   450   460
6098750 Prairie Elementary	10	330   350   415
6101844 Feickert (Ellen) Elementar	10	330   350   415   445
6106355 Jackson (Isabelle) Element	10	330   415   436   450   460
6107700 Foulks Ranch Elementary	10	330   415   425   725
6107718 Union House Elementary	10	415
6107916 Reith (John) Elementary	10	415
6109516 Butler (Arthur C.) Element	10	330   350   415
6110118 Ehrhardt (John) Elementary	10	330   415
6110985 Tsukamoto (Mary) Elementar	10	330   350   415
6112106 Donner (Elitha) Elementary	10	330   350   415
6113179 Morse (Barbara Comstock) E	10	415

Please ensure that the following are included on this form: (Ages 3-5)	
40 Home Instruction/00 - No school	45 Hospital Facility
61-Head Start Program	62- Child Devt. or Child Care
State Preschool Program	64- Private Preschool
65-Extended Day Care Program	11- Public Residential School
10-Public Day School	19-Other Public School/Facilities

SELPA:3411 Elk Grove Unified SELPA

LEA:3467314 ELK GROVE UNIFIED

Pre-School Services 004		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6113187 Beitzel (Maeola E.) Elemen	10	415
6116818 Sims (Joseph) Elementary	10	330   415
6118046 Case (Raymond) Elementary	10	330   415
6118053 Stone Lake Elementary	10	350   415
6120018 Irene B. west Elementary	10	415   710   715
6120026 Robert J. Fite	10	330   340   350   415   445   535
6120034 Elliott Ranch Elementary	10	415   450
EARINTV *** Sch Code Not Found ***	10	210   330   340   350   415   425   436   445   450   460   515   535   710   725   900
PRIVATE *** Sch Code Not Found ***	10	415
6098750 Prairie Elementary	11	415
EARINTV *** Sch Code Not Found ***	40	415
HOMEHOS *** Sch Code Not Found ***	40	330   340   415   436   445   450   460   535   725
EARINTV *** Sch Code Not Found ***	61	415
6110118 Ehrhardt (John) Elementary	64	415
EARINTV *** Sch Code Not Found ***	64	415

Please ensure that the following are included on this form: (Ages 3-5)	
40 Home Instruction/00 - No school	45 Hospital Facility
61-Head Start Program	62- Child Devt. or Child Care
State Preschool Program	64- Private Preschool
65-Extended Day Care Program	11- Public Residential School
10-Public Day School	19-Other Public School/Facilities

California Special Education Management Information System

Special Education Local Plan Area:

Service Descriptions

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
210	<b>Family training, counseling, and home visits (ages 0–2 only):</b> This service includes: services provided by social workers, psychologists, or other qualified personnel to assist the family in understanding the special needs of the child and enhancing the child's development. Note: Services provided by specialists (such as medical services, nursing services, occupational therapy, and physical therapy) for a specific function should be coded under the appropriate service category, even if the services were delivered in the home.	✓			34 Code of Federal Regulations (CFR) sections 300.34 (c)(3), 300.226
220	<b>Medical services (for evaluation only) (ages 0–2 only):</b> Services provided by a licensed physician to determine a child's developmental status and need for early intervention services.	✓			34 CFR sections 300.34 (c)(3), 300.226
230	<b>Nutrition services (ages 0–2 only):</b> These services include conducting assessments in: nutritional history and dietary intake; anthropometric, biochemical, and clinical variables; feeding skills and feeding problems; and food habits and food preferences.	✓			34 CFR sections 300.34 (c)(3), 300.226
240	<b>Service coordination (ages 0–2 only)</b>	✓			34 CFR sections 300.34 (c)(3), 300.226
250	<b>Special instruction (ages 0–2 only):</b> Special instruction includes: the design of learning environments and activities that promote the child's acquisition of skills in a variety of developmental areas, including cognitive processes and social interaction; curriculum planning, including the planned interaction of personnel, materials, and time and space, that leads to achieving the outcomes in the child's individualized family service plan (IFSP); providing families with information, skills, and support related to enhancing the skill development of the child; and working with the child to enhance the child's development.	✓			34 CFR sections 300.34 (c)(3), 300.226
260	<b>Special education aide in regular development class, childcare center, or family childcare home (ages 0–2 only)</b>	✓			34 CFR sections 300.34 (c)(3), 300.226
270	<b>Respite care services (ages 0–2 only):</b> Through the IFSP process, short-term care given in-home or out-of-home, which temporarily relieves families of the ongoing responsibility for specialized care for child with a disability. (Note: only for infants and toddlers from birth through 2, but under 3.)	✓			34 CFR sections 300.34 (c)(3), 300.226

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

California Special Education Management Information System

Service Descriptions

Special Education Local Plan Area:

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
330	<b>Specialized academic instruction:</b> Adapting, as appropriate to the needs of the child with a disability, the content, methodology, or delivery of instruction to ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the public agency that apply to all children.	✓			34 <i>CFR</i> Section 300.39(b)(3)
340	<b>Intensive individual instruction:</b> IEP Team determination that student requires additional support for all or part of the day to meet his or her IEP goals.	✓			30 <i>California Education Code (EC)</i> Section 56364
350	<b>Individual and small group instruction:</b> Instruction delivered one-to-one or in a small group as specified in an IEP enabling the individual(s) to participate effectively in the total school program.	✓			5 <i>California Code of Regulations (CCR)</i> Section 3051; 30 <i>EC</i> Section 56441.2
415	<b>Language and speech:</b> Language and speech services provide remedial intervention for eligible individuals with difficulty understanding or using spoken language. The difficulty may result from problems with articulation (excluding abnormal swallowing patterns, if that is the sole assessed disability); abnormal voice quality, pitch, or loudness; fluency; hearing loss; or the acquisition, comprehension, or expression of spoken language. Language deficits or speech patterns resulting from unfamiliarity with the English language and from environmental, economic or cultural factors are not included. Services include specialized instruction and services: monitoring, reviewing, and consultation, and may be direct or indirect, including the use of a speech consultant.	✓			5 <i>CCR</i> Section 3051.1; 30 <i>EC</i> Section 56363; 34 <i>CFR</i> sections 300.34 (c)(15), 300.8 (c)(11)

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

California Special Education Management Information System  
Service Descriptions

Special Education Local Plan Area:

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
425	<b>Adapted physical education:</b> Direct physical education services provided by an adapted physical education specialist to pupils who have needs that cannot be adequately satisfied in other physical education programs as indicated by assessment and evaluation of motor skills performance and other areas of need. It may include individually designed developmental activities, games, sports, and rhythms, for strength development and fitness suited to the capabilities, limitations, and interests of individual students with disabilities who may not safely, successfully, or meaningfully engage in unrestricted participation in the vigorous activities of the general or modified physical education program.	✓			5 CCR Section 3051.5; 30 EC Section 56363; 34 CFR sections 300.108, 300.39 (b)(2)
435	<b>Health and nursing—specialized physical health care services:</b> Specialized physical health care services means those health services prescribed by the child's licensed physician and surgeon, requiring medically related training of the individual who performs the services and which are necessary during the school day to enable the child to attend school (5 CCR Section 3051.12[b]). Specialized physical health care services include but are not limited to suctioning, oxygen administration, catheterization, nebulizer treatments, insulin administration, and glucose testing.	✓			5 CCR Section 3051.12; 30 EC sections 56363, 49423.5(d) 34 CFR Section 300.107;
436	<b>Health and nursing—other services:</b> This includes services that are provided to individuals with exceptional needs by a qualified individual pursuant to an IEP when a student has health problems which require nursing intervention beyond basic school health services. Services include managing the health problem, consulting with staff, group and individual counseling, making appropriate referrals, and maintaining communication with agencies and health care providers. These services do not include any physician supervised or specialized health care service. IEP required health and nursing services are expected to supplement the regular health services program.	✓			5 CCR Section 3051.12; 30 EC Section 56363; 34 CFR Section 300.107

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

California Special Education Management Information System

Service Descriptions

Special Education Local Plan Area:

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
445	<b>Assistive technology services:</b> Any specialized training or technical support for the incorporation of assistive devices, adapted computer technology, or specialized media with the educational programs to improve access for students. The term includes a functional analysis of the student's needs for assistive technology; selecting, designing, fitting, customizing, or repairing appropriate devices; coordinating services with assistive technology devices; training or technical assistance for students with a disability, the student's family, individuals providing education or rehabilitation services, and employers.	✓			5 CCR Section 3051.16; 30 EC Section 56363; 34 CFR sections 300.6, 300.105
450	<b>Occupational therapy:</b> Occupational Therapy (OT) includes services to improve student's educational performance, postural stability, self-help abilities, sensory processing and organization, environmental adaptation and use of assistive devices, motor planning and coordination, visual perception and integration, social and play abilities, and fine motor abilities. Both direct and indirect services may be provided within the classroom, other educational settings, or the home, in groups or individually, and may include therapeutic techniques to develop abilities, adaptations to the student's environment or curriculum, and consultation and collaboration with other staff and parents. Services are provided, pursuant to an IEP, by a qualified occupational therapist registered with the American Occupational Therapy Certification Board.	✓			5 CCR Section 3051.6; 30 EC Section 56363; 34 CFR Section 300.34 (c)(6)

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

California Special Education Management Information System

Service Descriptions

Special Education Local Plan Area:

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
460	<b>Physical therapy:</b> These services are provided, pursuant to an IEP, by a registered physical therapist, or physical therapist assistant, when assessment shows a discrepancy between gross motor performance and other educational skills. Physical therapy includes, but is not limited to, motor control and coordination, posture and balance, self-help, functional mobility, accessibility and use of assistive devices. Services may be provided within the classroom, other educational settings or in the home, and may occur in groups or individually. These services may include adaptations to the student's environment and curriculum, selected therapeutic techniques and activities, and consultation and collaborative interventions with staff and parents.	✓			5 CCR Section 3051.6; 30 EC Section 56363; 34 CFR Section 300.34 (c)(9); California <i>Business and Professions Code</i> (B&PC) Chapter 5.7 sections 2600–2696; <i>Government Code (GC)</i> Interagency Agreement Chapter 26.5 Section 7575(a)(2)
510	<b>Individual counseling:</b> One-to-one counseling, provided by a qualified individual pursuant to an IEP. Counseling may focus on such student aspects as education, career, personal, or be with parents or staff members on learning problems or guidance programs for students. Individual counseling is expected to supplement the regular guidance and counseling program.	✓			5 CCR Section 3051.9; 34 CFR Section 300.34(c)(2)
515	<b>Counseling and guidance:</b> Counseling in a group setting, provided by a qualified individual pursuant to an IEP. Group counseling is typically social skills development, but may focus on such student aspects as education, career, personal, or be with parents or staff members on learning problems or guidance programs for students. IEP required group counseling is expected to supplement the regular guidance and counseling program. Guidance services include interpersonal, intrapersonal, or family interventions, performed in an individual or group setting by a qualified individual pursuant to an IEP. Specific programs include social skills development, self-esteem building, parent training, and assistance to special education students supervised by staff credentialed to serve special education students. These services are expected to supplement the regular guidance and counseling program.	✓			34 CFR sections 300.24.(b)(2), 300.306; 5 CCR Section 3051.9

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

California Special Education Management Information System

Special Education Local Plan Area:

Service Descriptions

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
520	<b>Parent counseling:</b> Individual or group counseling provided by a qualified individual pursuant to an IEP to assist the parent(s) of special education students in better understanding and meeting their child's needs and may include parenting skills or other pertinent issues. IEP required parent counseling is expected to supplement the regular guidance and counseling program.	✓			5 CCR Section 3051.11; 34 CFR Section 300.34(c)(8)
525	<b>Social work services:</b> Social work services, provided by a qualified individual pursuant to an IEP, include, but are not limited to, preparing a social or developmental history of a child with a disability, group and individual counseling with the child and family, working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school, and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program. Social work services are expected to supplement the regular guidance and counseling program.	✓			5 CCR Section 3051.13; 34 CFR Section 300.34(c)(14)
530	<b>Psychological services:</b> These services, provided by a credentialed or licensed psychologist pursuant to an IEP, include interpreting assessment results for parents and staff in implementing the IEP, obtaining and interpreting information about child behavior and conditions related to learning, and planning programs of individual and group counseling and guidance services for children and parents. These services may include consulting with other staff in planning school programs to meet the special needs of children as indicated in the IEP. IEP required psychological services are expected to supplement the regular guidance and counseling program.	✓			5 CCR Section 3051.10; 34 CFR Section 300.34 (c)(10)
535	<b>Behavior intervention services:</b> A systematic implementation of procedures designed to promote lasting, positive changes in the student's behavior resulting in greater access to a variety of community settings, social contacts, public events, and placement in the least restrictive environment.	✓			5 CCR Section 3001(d); 34 CFR Section 300.34 (c)(10)

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

California Special Education Management Information System

Service Descriptions

Special Education Local Plan Area:

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
540	<b>Day treatment services:</b> Structured education, training, and support services to address the student's mental health needs.	✓			Health & Safety Code, Div.2, Chap.3, Article 1, Section 1502(a)
545	<b>Residential treatment services:</b> A 24-hour, out-of-home placement that provides intensive therapeutic services to support the educational program.	✓			Welfare and Institutions Code, Part 2, Chapter 2.5, Art. 1, Section 5671
610	<b>Specialized services for low incidence disabilities:</b> Low incidence services are defined as those provided to the student population who have orthopedic impairment (OI), visual impairment (VI), who are deaf, hard of hearing (HH), or deaf-blind (DB). Typically, services are provided in education settings by an itinerant teacher or an itinerant teacher/specialist. Consultation is provided to the teacher, staff, and parents as needed. These services must be clearly written in the student's IEP, including frequency and duration of the services to the student.	✓			5 CCR sections 3051.16, 3051.18; 34 CFR Section 300.34
710	<b>Specialized deaf and hard of hearing services:</b> These services include speech therapy, speech reading, auditory training, and/or instruction in the student's mode of communication. Rehabilitative and educational services; adapting curricula, methods, and the learning environment; and special consultation to students, parents, teachers, and other school personnel.	✓			5 CCR sections 3051.16, 3051.18; 34 CFR Section 300.34
715	<b>Interpreter services:</b> Sign language interpretation of spoken language to individuals, whose communication is normally sign language, by a qualified sign language interpreter. This includes conveying information through the sign system of the student or consumer and tutoring students regarding class content through the sign system of the student.	✓			5 CCR Section 3051.16; 34 CFR Section 300.34 (c)(4)
720	<b>Audiovisual services:</b> These services include measurements of acuity, monitoring amplification, and frequency modulation system use. Consultation services with teachers, parents, or speech pathologists must be identified in the IEP as to reason, frequency, and duration of contact; infrequent contact is considered assistance and would not be included.	✓			5 CCR Section 3051.2; 34 CFR Section 300.34 (c)(1)

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

California Special Education Management Information System

Special Education Local Plan Area:

Service Descriptions

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
725	<b>Specialized vision services:</b> This is a broad category of services provided to students with visual impairments. It includes assessment of functional vision; curriculum modifications necessary to meet the student's educational needs including Braille, large type, and aural media; instruction in areas of need; concept development and academic skills; communication skills including alternative modes of reading and writing; and social, emotional, career, vocational, and independent living skills. It may include coordination of other personnel providing services to the students such as transcribers, readers, counselors, orientation and mobility specialists, career/vocational staff, and others, and collaboration with the student's classroom teacher.	✓			5 CCR Section 3030(d); 30 EC Section 56364.1
730	<b>Orientation and mobility:</b> Students with identified visual impairments are trained in body awareness and to understand how to move. Students are trained to develop skills to enable them to travel safely and independently around the school and in the community. It may include consultation services to parents regarding their children requiring such services according to an IEP.	✓			5 CCR Section 3051.3; 30 EC Section 56363; 34 CFR Section 300.34 (c)(7)
735	<b>Braille transcription:</b> Any transcription services to convert materials from print to Braille. It may include textbooks, tests, worksheets, or anything necessary for instruction. The transcriber should be qualified in English Braille as well as Nemeth Code (mathematics) and be certified by appropriate agency.	✓			5 CCR Section 3051.16; 30 EC Section 56363; 34 CFR Section 300.8 (c)(13)
740	<b>Specialized orthopedic services:</b> Specially designed instruction related to the unique needs of students with orthopedic disabilities, including specialized materials and equipment.	✓			5 CCR sections 3030(e), 3051.16; 30 EC Section 56363; 34 CFR Section 300.8 (c)(8)
745	<b>Reading services</b>	✓			5 CCR Section 3051.16

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

California Special Education Management Information System

Service Descriptions

Special Education Local Plan Area:

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
750	<b>Note taking services:</b> Any specialized assistance given to the student for the purpose of taking notes when the student is unable to do so independently. This may include, but is not limited to, copies of notes taken by another student or transcription of tape-recorded information from a class or aide designated to take notes. This does not include instruction in the process of learning how to take notes.	✓			5 CCR Section 3051.16
755	<b>Transcription services:</b> Any transcription service to convert materials from print to a mode of communication suitable for the student. This may also include dictation services as it may pertain to textbooks, tests, worksheets, or anything necessary for instruction.	✓			5 CCR Section 3051.16
760	<b>Recreation services, includes therapeutic recreation:</b> Therapeutic recreation and specialized instructional programs designed to assist pupils to become as independent as possible in leisure activities, and when possible and appropriate, facilitate the pupil's integration into general recreation programs.	✓			5 CCR Section 3051.15; 34 CFR Section 300.34 (c)(11)
820	<b>College awareness:</b> College awareness is the result of acts that promote and increase student learning about higher education opportunities, information, and options that are available including, but not limited to, career planning, course prerequisites, admission eligibility, and financial aid.	✓			34 CFR sections 300.39 (b)(5), 300.43
830	<b>Vocational assessment, counseling, guidance, and career assessment:</b> Organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, and may include provision for work experience, job coaching, development and/or placement, and situational assessment. This includes career counseling to assist a student in assessing his/her aptitudes, abilities, and interests in order to make realistic career decisions.	✓			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
840	<b>Career awareness:</b> Transition services include a provision for self-advocacy, career planning, and career guidance. This also emphasizes the need for coordination between these provisions and the Perkins Act to ensure that students with disabilities in middle schools will be able to access vocational education funds.	✓			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

California Special Education Management Information System  
Service Descriptions

Special Education Local Plan Area:

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
850	<b>Work experience education:</b> Work experience education means organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, or for additional preparation for a career requiring other than a baccalaureate or advanced degree.	✓			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
855	<b>Job Coaching:</b> Job coaching is a service that provides assistance and guidance to an employee who may be experiencing difficulty with one or more aspects of the daily job tasks and functions. The service is provided by a job coach who is highly successful, skilled and trained on the job who can determine how the employee that is experiencing difficulty learns best and formulate a training plan to improve job performance.	✓			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
860	<b>Mentoring:</b> Mentoring is a sustained coaching relationship between a student and teacher through ongoing involvement. The mentor offers support, guidance, encouragement and assistance as the learner encounters challenges with respect to a particular area such as acquisition of job skills. Mentoring can be either formal, as in planned, structured instruction, or informal that occurs naturally through friendship, counseling, and collegiality in a casual, unplanned way.	✓			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
865	<b>Agency linkages (referral and placement):</b> Service coordination and case management that facilitates the linkage of individualized education programs under this part and individualized family service plans under part C with individualized service plans under multiple Federal and State programs, such as title I of the Rehabilitation Act of 1973 (vocational rehabilitation), title XIX of the Social Security Act (Medicaid), and title XVI of the Social Security Act (supplemental security income).	✓			30 EC Section 56341.5 (f); 34 CFR Section 300.344 (3)(b)
870	<b>Travel training (includes mobility training)</b>	✓			5 CCR Section 3051.3; 34 CFR sections 300.39 (c)(7)
890	<b>Other transition services:</b> These services may include program coordination, case management and meetings, and crafting linkages between schools and between schools and postsecondary agencies.	✓			

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

California Special Education Management Information System

Service Descriptions

Special Education Local Plan Area:

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
900	<b>Other special education/related services:</b> Any other specialized service required for a student with a disability to receive educational benefit.	✓			
* B&PC-Business and Professional Codes CCR-California Code of Regulations CFR-Code of Federal Regulations EC-Education Code GC-Government Code					

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 20

**Board Agenda Item**

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

Meeting Date September 3, 2013

**Subject:**

Constitution Day

**Division:** Curriculum/Professional Learning

**Action Requested:**

The Board of Education is requested to adopt a resolution that designates September 17, 2013 as Constitution Day.

**Discussion:**

September 17, 2013, will be the 226<sup>th</sup> anniversary of the writing of the Constitution of the United States of America. The finalizing of the Constitution had taken place after months of deliberation and discussion. It would be many more months before the Constitution was ratified by the states. In March 1789, the Constitution was declared to be in effect by the First U.S. Congress.

The Constitution that still governs and guides our country today has had significant political influence around the world. The values and beliefs that are represented in this document are ones with which citizens of our country should be familiar.

In 2004, Congress created a federal holiday, "Constitution Day," designated to be September 17. In May 2005, the U.S. Department of Education stipulated that all schools that receive federal monies must hold an educational program pertaining to the United States Constitution on September 17 of each year.

Through this resolution, the Board of Education would communicate a clear message about the importance of our country's foundational governing document as well as the importance of civic values.

**Financial Summary:**

No financial impact is anticipated.

Prepared By: Anne Zeman, Ed.D. 

Division Approval: Mark Cerutti

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

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

ELK GROVE UNIFIED SCHOOL DISTRICT  
ELK GROVE, CALIFORNIA  
RESOLUTION NO. 12, 2013-2014

**ESTABLISHMENT OF CONSTITUTION DAY**

**WHEREAS**, The Constitution of the United States is the guiding law of our land; and

**WHEREAS**, The Constitution of the United States has withstood the growth and changes of our nation during more than 200 years; and

**WHEREAS**, The Constitution of the United States has been a model that has guided other countries throughout the world; and

**WHEREAS**, The Constitution of the United States champions the rights of individuals and the states connected together through a centralized government; and

**WHEREAS**, Knowledge about the founding thoughts and beliefs of our country are important in the education of our citizenry; and

**WHEREAS**, Citizens informed about our country's core tenets are better equipped to participate fully in our democracy;

**THEREFORE, BE IT RESOLVED** by the Governing Board of Elk Grove Unified School District that September 17, 2013, is designated as Constitution Day; and

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

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

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 21

**Board Agenda Item**

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

Meeting Date September 3, 2013

**Subject:**

Hispanic Heritage Month

**Division:** Curriculum/Professional Learning

**Action Requested:**

The Board of Education is requested to adopt a resolution that designates September 15 through October 15, 2013, as Hispanic Heritage Month.

**Discussion:**

The Board of Education has been a strong advocate of diversity within our school district. Given that interest, members of the Board of Education have an opportunity to recognize Hispanic Heritage Month.

In September 1968, Congress authorized President Lyndon B. Johnson to proclaim National Hispanic Heritage Week. The observance was expanded in 1988 to a month-long celebration (September 15 – October 15). America celebrates the culture and traditions of U.S. residents who trace their roots to Spain, Mexico, and the Spanish-speaking nations of Central America, South America, and the Caribbean. September 15 was chosen as the starting point for the celebration because it is the anniversary of independence of five Latin American countries: Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua. In addition, Mexico and Chile celebrate their independence days on September 16 and September 18, respectively.

Throughout the year, the contributions of Americans with Hispanic heritage are presented in the regular curriculum; however, this special focus for one month serves as a reminder of the combined contributions of this group.


**Financial Summary:**

No financial impact is anticipated.

Prepared By: Anne Zeman, Ed.D. 

Division Approval: Mark Cerutti

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

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

ELK GROVE UNIFIED SCHOOL DISTRICT  
ELK GROVE, CALIFORNIA  
RESOLUTION NO. 13, 2013-2014

**ESTABLISHMENT OF HISPANIC HERITAGE MONTH**

**WHEREAS**, individuals of Hispanic heritage have made and continue to make significant contributions to American society and that of California; and

**WHEREAS**, Hispanic Americans represent individuals from numerous geographic and political regions; and

**WHEREAS**, Hispanic Americans may also trace their roots to the indigenous peoples of the Americas; and

**WHEREAS**, the accomplishments of this group span the fields of medicine, law, education, agriculture, sports, the arts, science, business, and government; and

**WHEREAS**, the cultural influences of this group have been remarkable in the food, language, and music of American culture; and

**WHEREAS**, the achievements of people of Hispanic origin have benefited all of society; and

**WHEREAS**, awareness of these contributions should be a part of a full understanding of our culture;

**THEREFORE, BE IT RESOLVED** by the Governing Board of Elk Grove Unified School District that September 15 through October 15, 2013, is designated as Hispanic Heritage Month and that all educational sites are encouraged to recognize the contributions of Hispanic Americans through our curriculum and activities at the school; and

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

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

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No. 22

Board Agenda Item

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

Meeting Date September 3, 2013

**Subject:**

**Department:** Curriculum/Professional Learning

Character Education Month

**Action Requested:**

The Board of Education is asked to resolve that the month of October be affirmed Character Education Month in our schools.

**Discussion:**

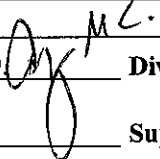
On July 7, 1997, the Board of Education of the Elk Grove Unified School District approved recommendations of the Civic Values and Ethics Education Action Team. Those recommendations included the observation of Character Education Month.

The State Board of Education has designated October 2013 as Character Education Month.

Through passage of a resolution affirming Character Education Month, the Board of Education would support the recommendations of the Civic Values and Ethics Education Action Team. Furthermore, the designation of Character Education Month supports our Elk Grove Unified School District Core Values.

**Financial Summary:**

None.

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

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

ELK GROVE UNIFIED SCHOOL DISTRICT  
ELK GROVE, CALIFORNIA  
RESOLUTION NO. \_\_\_\_\_ 14 \_\_\_\_\_, 2013-2014

**ESTABLISHMENT OF CHARACTER EDUCATION MONTH**

**WHEREAS**, Character Education strives to help students to understand, appreciate, and internalize elements of positive character traits; and

**WHEREAS**, positive character traits include trustworthiness, respect, fairness, caring, citizenship, civic virtue, honesty, and personal responsibility; and

**WHEREAS**, Character Education is a critical component of education; and

**WHEREAS**, the State Board of Education has designated October 2013 as Character Education Month;

**THEREFORE, BE IT RESOLVED**, by the Governing Board of the Elk Grove Unified School District, that the month of October be affirmed Character Education Month in our schools; and

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

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

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

**Board Agenda Item**

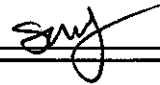
Supplement No. \_\_\_\_\_

Meeting Date 9-3-13Subject: Approval of MinutesDepartment: Board of Education

Action Requested: Approve minutes of the regular board meetings held August 20, 2013, and the special board meeting held and August 6, 2013.

Discussion:

Financial Summary:

Prepared By: Arlene Hein Department Approval: \_\_\_\_\_Prepared By: \_\_\_\_\_ Superintendent Approval: Steven M. Ladd, Ed.D. 

Agenda Item No. \_\_\_\_\_

**Board Agenda Item**

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

Meeting Date September 3, 2013**Subject:** Personnel Actions**Division:** Human Resources**Action Requested:**

Recommend the Board of Education approve the personnel actions as attached.

**Discussion:****CERTIFICATED:**

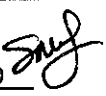
## APPROVE:

1. New Hire(s)[24]
2. Leave(s) of Absence
3. Promotion(s)
4. Rehire(s)
5. Resignation(s)
6. Retirement(s)

**CLASSIFIED:**

## APPROVE:

1. New Hire(s) [29]
2. Leave(s) of Absence
3. Promotion(s)
4. Resignation (s)
5. Retirement(s)
6. Returning from Reemployment List(s)
7. Status Change(s)

**Financial Summary:**Prepared by: Bindy Grewal, Ed.D. Departmental Approval: Glen De Graw Prepared by: Evelyn LaluanSuperintendent Approval: Steven M. Ladd, Ed.D. 

Agenda Item No. \_\_\_\_\_

## Board Agenda Item

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

Meeting Date September 3, 2013Subject:

APPROVAL OF PURCHASE ORDER HISTORY.

Department: Finance & School SupportAction Requested:

The Board of Education is asked to approve purchase orders for the weeks of July 27, 2013 through August 9, 2013.

Discussion:

The Purchase Order History and Cost Modifications for the month July 27, 2013 through August 9, 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	347	\$ 799,481.80
09 Elk Grove Charter School Fund	3	\$ 4,948.20
11 Adult Education Fund	2	\$ 23,200.00
12 Child Development Fund	61	\$ 54,727.99
13 Food Nutrition Services Fund	5	\$ 13,082.93
35 State School Facilities Construction Fund	3	\$ 10,450.12
67 Self Insurance Fund	1	\$ 722,526.00
Total Encumbrances		\$ 1,628,417.04

Modifications:

<u>Fund</u>	<u>Purchase Orders Modified</u>	<u>Purchase Order Modification Costs</u>
01 General Fund	1	\$ 117.40
11 Adult Education Fund	1	\$ 1,000.00
35 State School Facilities Construction Fund	1	\$ 58,346.00

Total Modifications \$ 59,463.40  
 Financial Summary Grand Total \$ 1,687,880.44

Prepared By: Ruth DewDivision Approval: Rich FaganPrepared By: Ruth DewSuperintendent Approval: Steven M. Ladd Ed.D.

## ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 26A

## Board Agenda Item

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

Meeting Date September 3, 2013Subject:

DISPOSAL OF OBSOLETE/SURPLUS PROPERTY.

Department: Finance & School SupportAction Requested:

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

Discussion:

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

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

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

Misc. Desktop Computers: 58

Misc. Keyboards/Mouse/CD Rom/ Floppy Drive: 23

Misc. Laptop Computers: 08

Misc. Computer Monitors: 24

Financial Summary:

No income is anticipated to be received by the district for these items. However any income that is received will go into the General Fund.

Prepared By: Ruth DewDivision Approval: Rich FaganPrepared By: Ruth DewSuperintendent Approval: Steven M. Ladd Ed.D.

Agenda Item No. \_\_\_\_\_

**Board Agenda Item**

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

Meeting Date September 3, 2013**Subject:****DISPOSAL OF OBSOLETE/SURPLUS PROPERTY.**Department: Finance & School Support**Action Requested:**

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

**Discussion:**

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

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

Misc. Audio-Visual Equip: 44

Misc. Office Furniture/Equipment: 01

Misc. Industrial Technology Equipment: 10

Misc. Food and Nutrition Services Equipment: 02

Misc. Classroom Furniture: 119

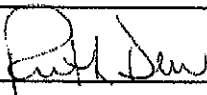
Misc. Maintenance &amp; Transportation: 02

Misc. Office/Classroom Technology: 46

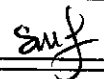
**Financial Summary:**

No income is anticipated to be received by the district for these items. However any income that is received will go into the General Fund.

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



Division Approval: \_\_\_\_\_

Rich Fagan Prepared By: Ruth DewSuperintendent Approval: Steven M. Ladd Ed.D.

# ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item

27

No:

## Board Agenda Item

Supplement No.

Meeting Date:

September 3, 2013

**Subject:** Acceptance of Gifts

**Department:** Fiscal Services

### Action Requested:

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

### Discussion:

<u>Item</u>	<u>Donor</u>	<u>School/Program</u>	<u>Value</u>	<u>Date Received</u>
Gift Donation (50 kids meal certificates)	Romano's Macaroni Grill	EGUSD Attendance Campaign	\$350.00	7/26/2013
Gift Donation (15-\$15 gift cards)	Super Taco	EGUSD Attendance Campaign	\$225.00	7/29/2013
Gift Donation (1-\$25 gift card)	Target	EGUSD Attendance Campaign	\$25.00	7/30/2013
Gift Donation (1 free admission pass for 2)	California's Great America	EGUSD Attendance Campaign	\$119.98	7/31/2013
Cash Donation	Crusader Fence Company, Inc.	EGUSD Attendance Campaign	\$1,000.00	8/2/2013
Gift Donation (30 free Rachel's Large Sundae coupons)	Leatherby's	EGUSD Attendance Campaign	\$239.70	8/2/2013
Gift Donation (40 free family admission passes)	Historic Old Sacramento Foundation	EGUSD Attendance Campaign	\$1,000.00	8/5/2013
Cash Donation	Public Health Institute	Florin High School (Ag/Social Science Departments)	\$250.00	8/8/2013
Cash Donation	Schools Financial Credit Union	EGUSD Attendance Campaign	\$100.00	8/9/2013

Prepared By:

Carrie Hargis

*Carrie Hargis*

Division Approval:

Rich Fagan

*Rich Fagan*

Prepared By:

Superintendent Approval:

Steven M. Ladd, Ed.D.

*sm*

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 28

Board Agenda Item

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

Meeting Date: September 3, 2013

**Subject:**

**Department:** Finance & School Support

**RECEIPT OF BIDS AND AWARD OF A CONTRACT FOR FLOURESCENT BULBS AND ELECTRONIC BALLASTS BID #542-13/14**

**Action Requested:**

The Board of Education is asked to authorize the award of a contract for **FLOURESCENT BULBS AND ELECTRONIC BALLASTS**.

**Discussion:**

On July 22, 2013, bid requests were sent to seven (7) vendors to furnish the Elk Grove Unified School District with FLOURESCENT BULBS AND ELECTRONIC BALLASTS.

On Wednesday, July 31, 2013 bids were opened and read aloud in the Purchasing Department Conference Room at 2:00 p.m. Six (6) vendors responded. The bid results and recap are in the Purchasing Department for further review. The administration recommend the award of the contract for FLOURESCENT BULBS AND ELECTRONIC BALLASTS to the following vendor:

<u>VENDOR</u>	<u>AMOUNT</u>
PLATT ELECTRIC	\$ 48,323.53

**Financial Summary:**

Funding source will be budgeted through internal department operational monies.

Prepared By: Ruth Dew

Division Approval: Rich Fagan

Prepared By: Ruth Dew

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

# ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item  
No:

29

## Board Agenda Item

Supplement No.

Meeting Date:

September 3, 2013

### Subject:

Approval of Section 125 Flexible Benefit Plan Adoption  
Agreement and Trust Subscription Agreement and  
Application for Medical Expense Reimbursement Coverage

### Department:

Fiscal Services

### Action Requested:

The Board is asked to approve the Section 125 Flexible Benefit Plan Adoption Agreement and Trust Subscription Agreement and Application for Medical Expense Reimbursement Coverage

### Discussion:

On May 7, 2013, the Board of Education approved a new third party administrator, American Fidelity Assurance Company, for the District's Section 125 or Flexible Spending Account. The Flexible Spending Accounts are voluntary opportunities for employees to set aside a specified amount of pre-tax dollars to be used for medical expenses and/or dependent care expenses. The employee's share of health care costs also falls into the Section 125 category as well.

The change in vendor provided an opportunity to update the required Section 125 legal documents to ensure compliance with the Internal Revenue Service. The attached documents were developed with guidance from American Fidelity Assurance Company and have been reviewed by District legal counsel, Lozano Smith.

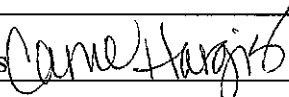
Staff recommends the Board of Education approve the Section 125 Flexible Benefit Plan Adopted Agreement and Trust Subscription Agreement and Application for Medical Expense Reimbursement Coverage.

Attachment to follow.

### Financial Summary:

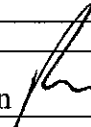
American Fidelity Assurance Company is a no cost administration plan to both the District and the employee.

Prepared By: Carrie Hargis



Division Approval:

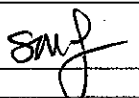
Rich Fagan



Prepared By:

Superintendent Approval:

Steven M. Ladd, Ed.D.



Agenda Item No. \_\_\_\_\_

**Board Agenda Item**

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

Meeting Date \_\_\_\_\_

Subject:

Department: Student Support & Health Services

**Renewal of the Independent Living Program (ILP) contract and the new Independent Living Program 2.0 contract for 2013-2014 between Foster Youth Services and the Sacramento County Department of Health and Human Services, Child Protective Services.**

**Action Requested:**

The Board is requested to approve the renewal of both the Independent Living Program (ILP) Independent Living Program 2.0 contract between Foster Youth Services and the Sacramento County Department of Health and Human Services, Child Protective Services for 2013-2014.

**Discussion:**


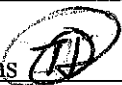
The original ILP contract of \$45,000 and the ILP 2.0 contract of \$68,750 is for the 2013-2014 fiscal year and funds a .55 FTE Pupil Personnel Services (PPS) Credentialed School Social Worker and .5 FTE of a PPS credentialed school counselor to provide direct program services.

The program is coordinated under the District's Foster Youth Services Program and provides Independent Living Skills Program (ILP) assessment, planning, instruction, counseling and coordinated staffing for approximately 90 foster youth, ages 16-18. Services also include assistance with college registration, financial aid applications, and referrals for housing, job training and other community services. ILP 2.0 will expand and enhance independent living skills services to include teens and Transition Age Youth (TAY) ages 16-25 for an additional 15 non-foster youth.

The ILP 2.0 program will focus on high-risk teens and TAY including, but not limited to, homeless teens; youth in foster care; underserved racial, cultural and ethnic populations; and LGBTQ (lesbian, gay, bisexual, transgender and questring) youth and young adults. Survival skill classes for foster youth in EGUSD will be provided at one of the nine district high schools once a semester after the traditional school day has ended. Survival skills classes for the ILP 2.0 will be provided twice a year by ILP staff at a community location within the District's boundaries.

**Financial Summary:**

This is a renewal of the ILP contract between Sacramento County Department of Health and Human Services and the Elk Grove Unified School District Foster Youth Services; funding is provided by Sacramento County for .55 FTE Social Worker and .5 FTE Counselor. The remaining .45 FTE of the Social Worker and .5 FTE of the Counselor is funded by Title 1 Neglect and Delinquent Program which is supervised by Foster Youth Services. There is no impact on the General Fund.

Prepared By:  Kim ParkerDepartment Approval:  Tom JenkinsPrepared By:  Carl SteinauerSuperintendent Approval: 

**Board Agenda Item**

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

Meeting Date September 3, 2013**Subject:**Division: Secondary Education**Agricultural Career Technical Education Incentive Grant Funding Application for program year 2013-2014****Action Requested:**

The Board is asked to approve Elk Grove Unified School District's annual applications for Agricultural Career Technical Education Incentive Grant Funding.

**Discussion:**

The Board is asked to approve Elk Grove Unified School District's annual applications for Agricultural Career Technical Education Incentive Grant Funding for the 2013-2014 school year.

The Agricultural Career Technical Education Incentive Grant provides Elk Grove, Florin, Pleasant Grove and Sheldon High Schools with funds to improve the quality of their agricultural career technical education programs. The goal is to maintain a high-quality, comprehensive agricultural career technical program in California's public school system to ensure a constant source of employable, trained, and skilled individuals.

In the 2013-2014 school year, Elk Grove High School will receive \$40,276, Florin High School will receive \$20,224, Pleasant Grove High School will receive \$12,520, and Sheldon High School will receive \$14,620.

**Financial Summary:**

Funding allocation: \$87,640

Prepared By: Kathy HamiltonDivision Approval:  Christina C. PennaPrepared By: \_\_\_\_\_ Superintendent Approval:  Steven M. Ladd, Ed.D.

**Board Agenda Item**

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

Meeting Date September 3, 2013**Subject:**Department: Education Services**Project R.I.D.E. Operational Agreement for 2013-2014****Action Requested:**

The Board of Education is requested to approve the operational agreement between Elk Grove Unified School District and Project R.I.D.E. (Riding Instruction Designed for Education) for therapeutic riding services for the 2013-2014 school year.

**Discussion:**

The Board of Education is requested to approve the operational agreement between Elk Grove Unified School District and Project R.I.D.E.

Project R.I.D.E. is a wonderful example of the Elk Grove Unified School District partnering with the community to provide meaningful services to our students with disabilities. Under this agreement, Project R.I.D.E. will provide up to 1,937 hours of therapeutic riding services to students in the Elk Grove Unified School District.

**Financial Summary:**

Elk Grove Unified School District will provide \$77,500 for Project R.I.D.E. in the 2013-2014 school year. There has been no change in the funding amount since 2009-2010. Funding sources for the 2013-2014 Project R.I.D.E. agreement will be through the Local Control Funding Formula (LCFF).

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

Division Approval: Mark Cerutti *M.C.*

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

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

## **AGREEMENT FOR SERVICES** (Project RIDE)

This Agreement is effective as of July 1, 2013 and is by and between the Elk Grove Unified School District, a political subdivision of the State of California ("District") and Project RIDE, Inc., a California nonprofit public benefit corporation ("Project RIDE").

### Recitals

WHEREAS, Project RIDE provides students in the District and in the Sacramento County Office of Education with opportunities to ride horses for therapeutic and recreational purposes;

WHEREAS, the District seeks services from Project RIDE to provide riding time for its students.

### Agreement

SECTION 1. Recitals. The above recitals are true and correct.

SECTION 2. Term. The term of this Agreement shall be July 1, 2013 through June 30, 2014. The parties may agree to extend this Agreement on terms mutually acceptable to both parties.

SECTION 3. Riding Hours. Project RIDE agrees to provide to the District a total of one thousand nine hundred thirty seven (1,937) hours of therapeutic riding services to district students during the term of this Agreement. The parties may agree to increase or decrease the amount of hours by mutual written consent.

SECTION 4. Payment for Services.

(a) Total Fees. The District hereby agrees to pay, and Project RIDE hereby agrees to accept, an amount of seventy seven thousand five hundred dollars (\$77,500) for services provided by Project RIDE during the term of this Agreement.

(b) Payments. At the conclusion of each fiscal quarter (September 30, December 31, March 31, and June 30) the District shall forward an amount equal to one-fourth of the total payment described in Section 3 (above). The parties shall meet at the conclusion of the third quarter (on or shortly after March 31, 2014), and again at the conclusion of the term, to rectify any discrepancies in riding time and payments therefore.

(c) Adjustments in Riding Hours. In the event the parties need to rectify the amount paid for hours of services provided or in the event the parties agree to increase or decrease the amount of riding time provided during the total term of the Agreement, the fees shall be adjusted based upon an hourly rate of forty dollars (\$40) per riding hour provided or omitted.

SECTION 5. Representations and Warranties of Project RIDE.

(a) Project RIDE hereby acknowledges and warrants that it has been certified by the North American Riding for the Handicapped Association and that such certification shall be valid during the term of this Agreement.

(b) Project RIDE further acknowledges and warrants that it and its employees have sufficient training to provide the services being offered hereunder.

(c) Project RIDE further acknowledges and warrants that it has obtained any and all necessary licenses and permits related to its operation and will maintain such licenses and permits throughout the term of this Agreement.

(d) Project RIDE further acknowledges and shall verify that all employees working with District students have tested negatively for tuberculosis within the past four years.

SECTION 6. District Obligations. The District shall provide staff to supervise students while participating in riding sessions with Project RIDE.

SECTION 7. Insurance. Project RIDE shall not commence services before obtaining, and shall maintain in force at all times during the duration and performance of this Agreement, the policies of insurance specified in this Section.

(a) Worker's Compensation. Project RIDE shall provide insurance as required by California law to protect its employees, contractors and subcontractors from all claims under Workers' Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations.

(b) General Liability. Project RIDE shall carry insurance that includes, but not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than one million dollars (\$1,000,000) per occurrence/five thousand dollars (\$5,000) medical per occurrence. Project RIDE shall also submit to the District a Certificate of Insurance naming the Elk Grove Unified School district as the Certificate Holder and also as an additional named insured party by endorsement for the activities described in this Agreement.

SECTION 8. Indemnification. Project RIDE shall indemnify and hold the District, its officers, employees, and agents harmless from any and all claims arising out of the services provided under the term of this Agreement except for such claims due to the sole negligence or willful misconduct of the District.

**SECTION 9. Termination.**


(a) Termination by Default. Either party may terminate this Agreement upon seven days notice to the other party on default of the contract.

(b) Termination without Cause. The District may terminate this Agreement upon 60 days notice to Project RIDE upon the District's determination of the need to terminate the Agreement without cause. In such an event, Project RIDE shall be entitled to an amount of compensation for services rendered through the date of notification of termination and for any services requested by the District thereafter.

**SECTION 10. Evaluations.** The parties agree to schedule a meeting at the conclusion of the term, or earlier, whereby the parties may evaluate the program.

Executed as of the date(s) set forth below.

**ELK GROVE UNIFIED SCHOOL DISTRICT**

By:  \_\_\_\_\_  
Richard Fagan, Associate Superintendent,  
Finance and School Support

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mark Cerutti, Associate Superintendent  
Education Services

Dated: \_\_\_\_\_

**PROJECT RIDE, INC.**

By: \_\_\_\_\_  
Kim Hettrick, President

Dated: \_\_\_\_\_

## Board Agenda Item

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

Meeting Date: September 3, 2013

**Subject:** Elk Grove Auto Mall 2013/2014 Graduating Seniors Attendance  
Drive Agreement

**Division:** Communications

**Action Requested:** The EGUSD Board of Education is asked to ratify the Elk Grove Auto Mall 2013/2014 Graduating Seniors Attendance Drive Agreement.

**Discussion:**

For the eighth year in a row, the Elk Grove Auto Mall has agreed to donate up to \$20,000 towards the purchase of a vehicle from one of their 21 brands to a graduating senior high school student with at least five months of perfect attendance and at least a 2.0 GPA. This contract details the agreement between the Elk Grove Auto Mall and the Elk Grove Unified School District, including the official contest rules.

Pending Board approval, this year's campaign will begin on Wednesday, September 4, 2013 and run through Friday, May 2, 2014. The Graduating Seniors Attendance Drive is a part of EGUSD's **No Excuses – Go to School** Attendance Campaign. The campaign promotes regular school attendance with incentives and outreach to parents and students through school newsletter articles, press releases, letters home, posters, calendars and flyers.

Graduating seniors who attend all class periods of all school days within a calendar month for at least five months in August, September, October, November and December 2013 and January, February, March, and April 2014 and have at least a 2.0 GPA are qualified to enter the contest. The contest will conclude in mid-May with a drawing to select ten finalists for the Grand Finale Event.

Nine of the ten finalists will represent each of the comprehensive high schools in the district (Cosumnes Oaks, Elk Grove, Florin, Franklin, Laguna Creek, Monterey Trail, Pleasant Grove, Sheldon and Valley). One student will represent the three continuation high schools in Elk Grove Unified (Calvine, Daylor and Rio Cazadero). One student represents all continuation high schools because they have smaller senior classes than the comprehensive high schools. By combining all continuation high school senior classes together, the total is similar to the enrollment of a senior class at a comprehensive high school.

At the Attendance Drive's Grand Finale Event, the ten finalists will attempt to start one of ten vehicles. Only one car will start and the student who starts the car will win the \$20,000 grand prize. The nine runners-up will each receive a \$100 VISA gift card from the Elk Grove Auto Mall.

**Financial Summary:** N/A

Prepared By: Torrey JohnsonDivision Approval: Elizabeth Graswich 

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

Superintendent Approval: 

**ELK GROVE AUTO MALL  
2013/2014 GRADUATING SENIORS ATTENDANCE DRIVE AGREEMENT**

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This agreement ("Agreement") is entered into as of September \_\_, 2013, between the Elk Grove Auto Mall Owners Association, a California non-profit/mutual-benefit corporation, ("Donor"), whose principal place of business is on Auto Mall Drive, Elk Grove, California, and the Elk Grove Unified School District (EGUSD), a California Public School District and non-profit organization, whose principal place of business is 9510 Elk Grove-Florin Road, Elk Grove, California ("Charity").

**Recitals**

- A. Charity is organizing and administering an EGUSD Attendance Campaign for seniors in the Class of 2014, to be known as the "Elk Grove Auto Mall 2013/2014 Graduating Seniors Attendance Drive," that will culminate in an event held on or about May 30, 2014 in Elk Grove, California (referred to herein as the "Event"). Charity desires to have Donor donate up to \$20,000 redeemable solely towards the purchase of a vehicle from the Elk Grove Auto Mall, as a prize for said Event.
- B. Donor is willing to donate up to \$20,000.00 to be used solely towards the purchase of a vehicle from one of twenty-one (21) of the Elk Grove Auto Mall dealer brands.

Now, therefore, based upon the above premises and in consideration of the covenants and conditions herein, the parties agree as follows:

- 1.0 Contest.** In conjunction with the Event, Charity shall organize, promote, and stage a contest (herein after called the "Contest"). Charity shall have sole responsibility for ensuring that the Event and Contest are organized, promoted, and staged in compliance with federal, state, and local law (the "Law"). The grand prize shall be up to \$20,000.00 to purchase a vehicle of the winner's choice from the Donor. The Contest shall consist of a random drawing of eligible entries for the donation. The winner of the drawing shall be selected no later than June 30, 2014, or if the Event is postponed, on a date approved in writing by Donor.
- 2.0 Administration of Event and Contest.** Charity shall be responsible for the organizing, staging, and overall administration of the Event and Contest. Charity's responsibilities for administration of the Event and Contest shall include, without limitation, the following:
  - 2.1 Contest Rules.** Creation of the rules for the Contest, including without limitation, ensuring the rules specifically include those items indicated in **Exhibit A** attached hereto and incorporated herein by this reference; and Charity shall provide Donor with a copy of the rules, certification forms, and winner acknowledgement forms prior to their distribution;
  - 2.2 Selection.** Selection of the winners from eligible participants in conformance with the rules of the Contest and the Law;
  - 2.3 Notification.** Notification to all winners and arrangement of the provision of all applicable prizes to each winner;

- 2.4 Certificate of Eligibility. Charity shall use its best efforts to obtain a Certificate of Eligibility and Liability/Publicity Release from the Contest winners, in substantially the form attached hereto as **Exhibit B** or other form mutually agreed upon by the parties hereto (the "Certificate of Eligibility"). Donor may generate a publicity release (or use of information regarding the Contest winners) in internal company publications, and Charity shall provide information to Donor (in compliance with the Law) to support such activities of Donor.

### **3.0 Donation**

- 3.1 Taxes and Fees. The Donor will pay taxes, licensing and/or registration fees incurred following the purchase of a vehicle up to \$20,000 ("Prize Limit"). The Contest winner shall be solely responsible for any other costs that exceed the Prize Limit that are associated with purchasing the vehicle. The Charity shall not be responsible for any such taxes, fees or costs. Failure of winners to pay such taxes, fees or costs shall terminate Donor's and Charity's obligations with respect to said winners in accordance with the Contest rules.

### **4.0 Use of Trademarks and Trade Names**

- 4.1 Use of Donor's Names and Marks. Donor hereby grants Charity the non-exclusive license to display Donor's names, trademarks, trade names, logos, and service marks (the "Donor's Names and Marks") only in association with and the staging of the Contest in the continental U.S. and only after receipt of prior written approval from Donor for each display of such names and marks. Charity will submit all materials bearing the Donor's Names and Marks to Donor for such approval. Charity will include any trademark or copyright or other markings reasonably requested by Donor.
- 4.2 Use of Charity's Name. Charity grants Donor the right to be an official donor to the Charity. Donor may mention its donation hereunder in connection with the advertising, marketing, and public relations efforts upon Charity's approval. With the consent of Charity, and provided that the Contest winners have executed publicity releases, Donor and its designees may use images of the winners of the Contest as well for such purposes.

### **5.0 Miscellaneous Provisions**

- 5.1 Breach of Agreement. If either party breaches a material provision of this Agreement, then the other party may, at its option, immediately terminate this Agreement by giving written notice to the breaching party of such termination and specifying the reasons therefore.
- 5.2 Assignment. This Agreement is binding upon Charity and Donor and their successors. Except as otherwise provided herein, neither Charity nor Donor shall assign, sublet or transfer its interest in this Agreement or any part thereof or delegate its duties hereunder without the prior written consent of the other. Any assignment, transfer, or delegation made without such written consent shall be void and shall be a material breach of this Agreement.
- 5.3 Representatives. Charity and Donor shall each designate a representative of their respective organizations to serve as the primary contact person for each party regarding performance

of this Agreement. The Charity representative shall cooperate with Donor and Donor representative shall cooperate with Charity in all matters regarding this Agreement and in such a manner as will result in the performance of the work in a timely and expeditious fashion.

**Charity Representative**

Elizabeth Graswich  
Director, Communications  
Elk Grove Unified School District

**Donor Representative**

Maggie Tadlock  
Elk Grove Auto Mall Owners Association

- 5.4 **Entire Agreement; Amendments.** This Agreement represents the entire and integrated Agreement between Charity and Donor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written agreement signed by both parties.
- 5.5 **Governing Law; Dispute Resolution.** The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement. If any dispute arises out of this Agreement, then upon the written request of either party the parties shall meet and attempt to resolve the same amicably for a period of up to 30 days. Any dispute not otherwise resolved shall be submitted for binding arbitration. The arbitration proceeding will be conducted in Sacramento County, California, before an individual arbitrator under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time a demand for arbitration is made. To the extent that there is any conflict between the rules of the American Arbitration Association and this arbitration clause, this clause will govern and determine the rights of the parties. The decision of the arbitrator, including the determination of the amount of any damages suffered, will be exclusive, final, and binding on all parties, their heirs, executors, administrators, successors, and assigns, as applicable, and any court of competent jurisdiction may enter judgment thereon. If the Arbitrator awards specific performance, any court of competent jurisdiction may enforce such award. The costs of arbitration, including administrative fees, fees for a record and transcript, and the arbitrator's fees, as well as reasonable attorney's fees will be awarded to the party determined by the arbitrator to be the prevailing party. California law governs this Agreement. Nothing in this "Dispute Resolution" provision precludes either party from pursuing court actions for specific performance or injunctive or other equitable relief.
- 5.6 **Attorney's Fees.** If either party to this Agreement brings or participates in any legal action for any relief against the other, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorney's fees incurred in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.
- 5.7 **Donor's Indemnification.** Donor shall save, keep and hold the Charity and its officers, agents, employees and volunteers harmless from any loss, cost, expense (including attorney's fees), damage, claim or liability, in law or equity, including, but not limited to,

liability as a result of injury to or death of any person or damage to or loss or destruction of any property, resulting from or arising out of or in any way connected with the performance of this Agreement by the Donor, and any of its officers, employees, or agents, regardless of the negligence of the Charity and its officers, agents, employees or volunteers, except where such loss, cost, expense, damage, claim or liability results solely from the active negligence or willful misconduct of the Charity, and its officers, agents, employees or volunteers. Upon request of the Charity, the Donor shall, at no cost or expense to Charity, and its officers, agents, employees or volunteers, defend any suit asserting a claim for any loss, damage, or liability due to the performance of this Agreement by Donor and any of its officers, employees, or agents, and the Donor shall pay any costs and attorney's fees that may be incurred by Charity, and its officers, agents, employees or volunteers in connection with any such claim or suit.

5.8 Charity's Indemnification. Charity shall save, keep and hold the Donor and its officers, agents, employees and volunteers harmless from any loss, cost, expense (including attorney's fees), damage, claim or liability, in law or equity, including, but not limited to, liability as a result of injury to or death of any person or damage to or loss or destruction of any property, resulting from or arising out of or in any way connected with the performance of this Agreement by the Charity, and any of its officers, employees, or agents, regardless of the negligence of the Donor and its officers, agents, employees or volunteers, except where such loss, cost, expense, damage, claim or liability results solely from the active negligence or willful misconduct of the Donor, and its officers, agents, employees or volunteers. Upon request of the Donor, the Charity shall, at no cost or expense to Donor, and its officers, agents, employees or volunteers, defend any suit asserting a claim for any loss, damage, or liability due to the performance of this Agreement by Charity and any of its officers, employees, or agents, and the Charity shall pay any costs and attorney's fees that may be incurred by Donor, and its officers, agents, employees or volunteers in connection with any such claim or suit.

5.9 Surviving Obligations. All obligations arising prior to the expiration or termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the expiration or termination of this Agreement.

5.10 Authority. Each of the individuals signing below, purportedly as an agent for the Donor or Charity, individually represents and warrants that he or she is authorized to execute this Agreement and bind the Donor or Charity (as applicable), and that this Agreement is binding and enforceable against the party on whose behalf the individual is signing.

5.11 Interpretation. Words used in the singular shall include the plural, and vice-versa, and any gender shall be deemed to include the other. The captions and headings of the Articles and Sections of this Agreement are for convenience of reference only, and shall not be deemed to define or limit the provisions hereof. Each party acknowledges that such party and its counsel, after negotiation and consultation, have reviewed and revised this Agreement. As such, the terms of this Agreement shall be fairly construed and the usual rule of construction, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments, modifications or exhibits hereto or thereto.

5.12 No Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

5.13 Further Acts. Each party, at the request of the other, shall execute, acknowledge (if appropriate) and deliver whatever additional documents, and do such other acts, as may be reasonably required in order to accomplish the intent and purposes of this Agreement.

5.14 Exhibits. Exhibits to this Agreement attached hereto are incorporated herein by reference.

5.15 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each such other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Agreement as of the day and year first above written.

ELK GROVE UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_  
Superintendent

ELK GROVE AUTO MALL OWNERS ASSOCIATION

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Tax I.D. or Social Security Number

## Exhibit A

# ELK GROVE UNIFIED SCHOOL DISTRICT

## OFFICIAL RULES AND REGULATIONS of the Elk Grove Auto Mall 2013/2014 Graduating Seniors Attendance Drive

These are the official rules ("Official Contest Rules") for the Elk Grove Auto Mall 2013/2014 Graduating Seniors Attendance Drive (the "Contest").

- 1) **NO PURCHASE IS NECESSARY TO PARTICIPATE OR WIN.**
- 2) Eligibility. The following regulations determine a student's eligibility in the Contest:
  - a. The Contest is open to all students in the Elk Grove Unified School District ("EGUSD") graduating class of 2014 legally residing in the United States.
  - b. Students must have at least a 2.0 GPA to be eligible to participate.
  - c. Students must have five (5) months of perfect attendance to be eligible to participate. Perfect attendance means that the student has attended all class period of all school days within the calendar month of September, October, November or December 2013 and January, February, March or April 2014. These months do not have to occur consecutively.
  - d. Students must attend one of the following EGUSD high schools: Cosumnes Oaks, Elk Grove, Florin, Franklin, Laguna Creek, Monterey Trail, Pleasant Grove, Sheldon, Valley, Calvine High, William Daylor High or Rio Cazadero.
  - e. **Employees, and the children of employees, of EGUSD, the Elk Grove Auto Mall, any of its automobile dealerships, advertising agencies, or affiliates or subsidiaries of such dealerships or advertising agencies, and household members of any such employees, are not eligible to participate in the Contest.**
- 3) Sponsors. This Contest is sponsored by the Elk Grove Unified School District, 9510 Elk Grove-Florin Road, Elk Grove, California, and the Elk Grove Auto Mall, 8550 Laguna Grove Drive, Elk Grove, California (the "Sponsors").
- 4) Agreement to Official Contest Rules. Each eligible student who enters the Contest is a "Contestant." Entry into the Contest constitutes Contestant's full and unconditional agreement to and acceptance of these Official Contest Rules. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 5) Contest Period. The Contest begins on September 4, 2013, and ends on or about May 2, 2014.
- 6) How to Enter. Each student must turn in Exhibits B-1 & B-2 to their schools front office. Exhibits B-1 & B-2 must be turned in by May 23, 2014.
- 7) Each month, a list of seniors with perfect attendance from the previous month will be posted so students can check on their status. Lists will be posted one week after the end of the month.
- 8) Selection of Prizewinners. Prizewinners will be selected as follows:
  - a. On May 16, 2014, random drawings will be held at each of the nine (9) EGUSD Comprehensive High Schools with a 2014 graduating class (Cosumnes Oaks, Elk Grove, Florin, Franklin, Laguna Creek, Monterey Trail, Pleasant Grove, Sheldon and Valley) from among all Contest entries at those sites and one finalist will be selected from each of those sites. For the three (3) alternative education high schools (Calvine High, William Daylor High and Rio Cazadero), all Contest entries from those three (3) sites will be combined and one finalist will be selected from among those entries. There will be 10 total finalists.

- b. Each of the 10 finalists will be invited to attend the Grand Prize Award Event, to be held at the Elk Grove Auto Mall on or about May 23, 2014. Each of the finalists attending the Grand Prize Award Event will select an automobile key at random from 10 keys and attempt to start a car selected by the Sponsors. The finalist with the key that starts the car is the Grand Prize winner, and each of the remaining finalists is a runner-up. The Grand Prize winner must be present to win the Grand Prize. Runners-up need not be present to win a runner-up prize.
  - c. Prizewinners must complete all graduation requirements in the month of May 2014. The Grand Prize winner must be a licensed driver and must be 18 by the time he or she redeems the Grand Prize. The car must also be placed in the name of the Grand Prize winner. The deadline for meeting all requirements to redeem all prizes is December 1, 2014, and any prizes that are not redeemed by then, or for which all requirements have not been met by then, are forfeited automatically. If the Grand Prize is so forfeited, then the Sponsors will select a new Grand Prize winner at random from among the runners-up. Each of the runners-up will be notified that the winner has forfeited the Grand Prize, and will be notified of a new date and time at which a second Grand Prize drawing will be held. Each runner-up who attends the second Grand Prize drawing will be given an automobile key at random from 9 keys and attempt to start a car selected by the Sponsors. The finalist with the key that starts the car is will be the new Grand Prize winner. The new Grand Prize winner will forfeit the previously awarded runners-up prize described in paragraph 9. The runners-up at the second Grand Prize drawing will not be entitled to another prize. A runner-up so selected as the new Grand Prize winner will have 45 calendar days thereafter to meet all Grand Prize requirements and redeem the Grand Prize.
  - d. All drawing and prizewinner selection results are final upon verification. The odds of becoming a finalist depend on the number of Contest tickets received. The odds of a finalist winning the Grand Prize are 1:10, and the odds of a finalist winning a runner-up prize are 9:10. A list of the Contest prizewinners will be available from the Sponsors after December 1, 2014.
- 9) Prizes. One (1) Grand Prize winner will receive up to \$20,000.00 toward the purchase of a vehicle of the Grand Prize winner's choice from one of the twenty-one (21) dealer brands at the Elk Grove Auto Mall. The nine (9) runners-up will each receive a \$100.00 VISA gift card.
- a. The Elk Grove Auto Mall will pay taxes, licensing and/or registration fees incurred following the purchase of a vehicle up to the \$20,000.00 prize limit. The Grand Prize winner shall be solely responsible for any other costs greater than \$20,000.00 that are associated with purchasing the vehicle. EGUSD shall not be responsible for any such taxes, fees or costs. If the "purchase price" of a vehicle of the Grand Prize winner's choice is less than \$20,000.00, then the Grand Prize winner will not receive the difference in cash or otherwise. The Grand Prize has a value of up to \$20,000.00. Each of the runner-up prizes has a value of approximately \$100.00. All prizes shall be awarded (You should add when and where the prizes shall be awarded, for example "at the drawing held on or about May 16, 2014."). All prizes are nontransferable and non-refundable and must be accepted as awarded. There will be no substitution of prizes and no cash awarded in lieu of prizes. Contest winners shall be responsible for all taxes, license, title and registration fees, and any other costs associated with winning and use of the prizes, including any portion of the total purchase price of an automobile exceeding the \$20,000.00 Grand Prize.
- 10) Certificate of Eligibility and Liability/Publicity Release. Each Contest finalist (and if a finalist is a minor in his/her jurisdiction of residence, his/her parent or legal guardian) must sign a certificate of eligibility and liability/publicity release and return it to EGUSD on or before May 23, 2014 in order to be able to receive a prize. If a Contest finalist fails to have the certificate of eligibility and liability/publicity release signed and returned to EGUSD by the deadline, then an alternate Contestant will be selected in his/her place by random drawing from the names of all remaining eligible Contestants, and that person will become a finalist in his/her place.
- 11) Publicity. Acceptance of prizes constitutes permission for the Sponsors and/or their designees to use the prizewinners' names, hometowns, photographs, testimonials or other likenesses and/or prize information or personal exposition (and/or any edited portion thereof) for promotional, advertising and/or publicity purposes in any media, now or hereafter known throughout the world in perpetuity, without compensation or notice to, or further consent of, the winners to the extent permitted by law.
- 12) General Conditions. The Contest shall be staged in compliance with all applicable federal, state, and local laws, and the Contest is void where prohibited or restricted by law. Sponsors reserve the right to cancel, suspend, and/or modify the Contest if any fraud, or other problem corrupts the administration, security, or proper play of the Contest, as determined by Sponsors in their sole discretion. In such event, Sponsors reserve the right to award the prizes according to the "Selection of Prizewinners" criteria from among the eligible entries received up to the time of the impairment.

Sponsors reserve the right in their sole discretion to disqualify any individual they find to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Contest Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsors reserve the right to seek damages from any such person to the fullest extent permitted by law. Sponsors' failure to enforce any term of these Official Contest Rules shall not constitute a waiver of that provision.

- 13) Release. Except where prohibited, each Contestant agrees to release and hold harmless the Sponsors, and their affiliates, and their officers, directors, employees and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt or use of any prize.
- 14) Limitations of Liability. Except where prohibited, each Contestant agrees that the Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by Contestant's or printing errors; (b) unauthorized human intervention in any part of the Contest; (c) technical or human error which may occur in the administration of the Contest or the processing of entries; or (d) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Contestant's participation in the Contest or receipt of any prize.
- 15) Disputes. Except where prohibited, each Contestant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with the Contest or any prize awarded, other than the administration of the Contest or the determination of winners, shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Sacramento County, California, USA; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; and (c) under no circumstances will Contestant be permitted to obtain awards for and Contestant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Contest Rules, or the rights and obligations of the Contestant and Sponsors in connection with the Contest, shall be governed by, and construed in accordance with, the laws of State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of California.

**Exhibit B**

**Elk Grove Auto Mall 2013/2014 Graduating Seniors Attendance Drive**

**Certificate of Eligibility and Liability/Publicity Release**

I, \_\_\_\_\_, certify that I am a 12<sup>th</sup> grade student at \_\_\_\_\_ High School, enrolled in Elk Grove Unified School District. I certify that I will be 18 by December 1, 2014.

I reside at \_\_\_\_\_  
(street address)

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(city) (state) (zip code)

My telephone number is: \_\_\_\_\_. My valid driver's license number is: \_\_\_\_\_, and was issued in \_\_\_\_\_. My date of birth is: \_\_\_\_\_.

I am submitting this Certificate to the **Elk Grove Unified School District ("Charity")** with the understanding that it will be relied upon to determine my eligibility as the winner of a prize ("prize") in the Elk Grove Auto Mall 2013/2014 Graduating Seniors Attendance Drive contest ("Contest").

I represent that I have entered the Contest of my own free will and have complied with and am bound by the Official Contest Rules and that I have perpetuated no fraud or deception in entering this Contest or in claiming a prize. **I am not an employee, or the child, or member of the household, of an employee of the Charity. I further represent that I am not an employee of the Elk Grove Auto Mall ("Donor"), the Donor's advertising agencies, or any of the aforementioned entities' affiliates or subsidiaries, nor a household member of such employee.**

As the winner of a prize in this Contest, I agree to accept the prize as offered pursuant to the Official Contest Rules, which I read and agreed to as a condition for entering this Contest. I understand and agree that all applicable taxes (including any income taxes), licenses, title and/or registration fees and associated costs are my sole responsibility, including any portion of the total purchase price of an automobile exceeding the \$20,000.00 Grand Prize if I am the Grand Prize winner, and that if I do not accept the prize and pay said amounts and provide evidence of any legally required insurance within the time permitted by the Official Contest Rules, then I automatically will have forfeited my rights to the prize. I understand that I may have to pay State and Federal income taxes on the value of the prize, that neither the Charity nor the Donor has deducted or withheld any income or other taxes from the prize, and that the Charity must issue an IRS form 1099 to me following my acceptance and receipt of the prize. For that purpose I have furnished my social security number below.

**IN EXCHANGE FOR MY RECEIPT AND ACCEPTANCE OF THE ABOVE-MENTIONED PRIZE, I HEREBY, FOR MYSELF, MY HEIRS, REPRESENTATIVES, INSURERS AND ASSIGNS, WAIVE AND RELEASE AND FOREVER DISCHARGE ANY AND ALL RIGHTS AND CLAIMS I MAY HAVE AGAINST CHARITY AND/OR THE DONOR FOR ANY MATTER, CAUSE OR THING WHATSOEVER WITH RESPECT TO, OR ARISING AS A**

**RESULT OF, MY ENTRY IN, PARTICIPATION IN, AND/OR STATUS AS A WINNER OF, THE CONTEST.**

In addition, I hereby grant permission to Charity and Donor and/or their designees (without additional notice or further consent) for the use of my name, hometown, photograph, testimonial or other likeness and/or prize information or personal exposition (and/or any edited portion thereof) for promotional, advertising and/or publicity purposes in any media, now or hereafter known throughout the world in perpetuity, regarding my winning the Contest. I understand and agree that I will not be paid for such use.

I agree that no promise or inducement has been offered except as set forth herein, and that this Certificate of Eligibility and Liability/Publicity Release was not executed based upon statements or representations by any party other than those set forth herein. Invalidity, illegality, or unenforceability of any provision or any part of any provision of this Certificate of Eligibility and Liability/Publicity Release shall not affect or impair the validity, legality, or enforceability of any other provision or any part of any other provision.

I agree to return the prize to the Charity if any statement made by me in this Certificate is false. I have completely read this Certificate of Eligibility and Liability/Publicity Release and certify that I am voluntarily signing this document.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Social Security Number: \_\_\_\_\_

Signature of Parent or Legal Guardian if above signatory is under 21 years of age:

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Relationship to winner: \_\_\_\_\_

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

Agenda Item No. \_\_\_\_\_

Board Agenda Item

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

Meeting Date September 3, 2013**Subject:**Department: PreK-6 Education**Designation of Responsibility for Community Care Licensing Application****Action Requested:**

The Board of Education is requested to approve a resolution designating Robert Roe as the licensee representative with the authority to sign licensing applications between Elk Grove Unified School District and the Department of Social Services Community Care Licensing Division.

**Discussion:**


A new requirement of the State of California Department of Social Services Community Care Licensing Division mandates that the District update the Administrative File kept as part of the documentation necessary for licensing preschool classrooms. The designation of a licensee representative with the authority to sign applications for licensing preschool classrooms must be included in the Administrative File.

Another new requirement is to have a Board Resolution declaring the District's designee for preschool licensing agreements. It was not a previous requirement for our Board to adopt a resolution regarding this licensing of our preschool classrooms. Our representative, PreK-6 Director Robert Roe, has served in this capacity since 2009.

The Board of Education is requested to approve the attached resolution authorizing Robert Roe's signature on applications submitted for the licensing of preschool classrooms.

**Financial Summary:**

There is no cost to the district.

Prepared By: Claudia Charter Division Approval: Donna Cherry Prepared By: Bob Roe Superintendent's Approval: Steven M. Ladd, Ed.D. 

# RESOLUTION

No. 15, 2013-14

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the Department of Social Services, Community Care Licensing Division for the purpose the PreK Division Programs **to authorize the designated personnel to sign licensing documents on behalf of Elk Grove Unified School District.**

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## RESOLUTION

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

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

### NAME

### TITLE

### SIGNATURE

<u>Robert Roe</u>	<u>Director, PreK-6 Education</u>	_____
_____		_____
_____		_____

PASSED AND ADOPTED THIS 3 day of September 2013, by the Governing Board of Elk Grove Unified School District of Sacramento County, California.

I, Jeanette J. Amavisca, Clerk of the Governing Board of Elk Grove Unified School District of Sacramento County,

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

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(Clerk's signature)

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Date)

**Board Agenda Item****Subject:**Division: **Facilities and Planning**

**Cosumnes Oaks High School, Ventilation Improvements at Gymnasium  
Award of Contract**

**Action Requested:**

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

**Discussion:**

This project consists of installation of twenty-two (22) new ventilation roof exhaust fans in the existing high roof assembly of the main gymnasium at Cosumnes Oaks High School.

Shortly after the new school was occupied, reoccurring and intermittent condensation developed in the gymnasium creating a safety hazard when the condensation finds its way onto the gymnasium floor which has been the case. Working with the Architect, Mechanical Engineer, and a third party consultant the Facilities and Planning staff has conducted numerous tests, experiments and data collection methods in an attempt to resolve the problem. Numerous factors contribute to the development of the condensation including time of day, outdoor climate, indoor climate, timing of heating ventilation and air conditioner (HVAC) operation, type of activity, maintenance of HVAC units, and more that lead up to a cumulative build up of humidity in the high spaces of the gymnasium.

Unfortunately after attempting and exhausting lower cost remedies aimed at resolving the situation the condensation problem remains. Therefore the Architect and Engineer have determined that the most likely method of eliminating the condensation is to remove the airborne moisture that creates it. Toward that end a system of exhaust fans that are controlled by humidistats and interlocked with the HVAC system has been designed and has received approval of the Division of State Architects' office.

The Administration will be opening bids on August 27, 2013, at 2:00 p.m. When the bids are opened a tabulation of bids and a recommendation for the lowest, responsible, responsive bidder will be made.

A revised board agenda item with the staff recommendation and tabulation of bids will be provided for the board prior to the board meeting.

**Financial Summary:**

The project is funded from Fund 49 in the amount of \$ \_\_\_\_\_. (final amount to be input when bids are opened on August 27, 2013).

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

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 36

**Board Agenda Item**

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

Meeting Date September 3, 2013

**Subject:**

Division: Facilities and Planning

**Samuel Jackman Middle School, Laguna Creek High School Irrigation System Improvements  
Award of Contract**

**Action Requested:**

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

**Discussion:**

At Samuel Jackman Middle School, the irrigation system booster pump and control systems are failing. At Laguna Creek High School, the irrigation control systems are failing. Both have exceeded their life expectancy and repair is no longer an option, therefore they are in need of replacement.

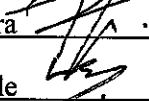


Facilities and Planning, in concert with Maintenance and Operations, and the Grounds Department have prepared plans and specifications for bidding this work.

The Administration will be opening bids August 26, 2013, at 2:00 p.m. When the bids are opened a tabulation of bids and a recommendation for the lowest, responsible, responsive bidder will be made.

A revised board agenda item with the staff recommendation and tabulation of bids will be provided for the board prior to the board meeting.

**Financial Summary:**

The project is funded with Routine Restricted Maintenance monies.

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