

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
October 1, 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. The meeting is recorded.

CLOSED SESSION – 5:30 p.m.

1 ½ Hours

1. Public Employee Appointment/Employment: Adult Education Vice Principal;
Elementary School Principal; Athletic Director
2. Conference with Real Property Negotiators (Government Code Section 54956.8)
Property: APN 066-0080-026 (Northwest Corner of Hanfield Drive and
Diamond Ranch Drive
District Negotiators: Steven M. Ladd, Superintendent, and Robert Pierce,
Associate Superintendent, Facilities and Planning, Elk Grove
Unified School District (EGUSD)
Negotiating Parties: EGUSD and Lennar Communities
Under negotiation: Price and Terms of Payment
3. Conference with Labor Negotiators
Agency designated representatives: Glen De Graw, Richard Fagan,
Steven M. Ladd, Karen Rezendes
Employee Organization: All Elk Grove Unified School District
Bargaining Units

OPEN MEETING - 7:00 p.m.

- | | |
|---|------------|
| I. Pledge of Allegiance | 5 Minutes |
| II. Presentations/Recognitions | |
| 4. High School Student Representative Reports – Franklin and
Pleasant Grove | 10 Minutes |
| 5. Energy Awareness Month – Energy Conservation Program
Update | 10 Minutes |
| 6. Recognition of Cosumnes Oaks and Laguna Creek High School
Students from the Sacramento Municipal Utility District | 10 Minutes |

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<u>Item</u>	<u>Time – Approximate</u>
II. Presentations/Recognitions (Continued)	
7. Elk Grove's Back to School Community Champions	10 Minutes
8. 20 th Annual Elk Grove Optimist Child Spree at Kohl's	5 Minutes
9. Carnitas Festival Fundraiser for Healthy Start Family Centers and Foster Youth Services	5 Minutes
10. New Administrators, Secondary and Elementary Divisions	10 Minutes
11. Your Health, Your Choice – Celebrating Wellness at EGUSD	
12. American Heart Association Presentation	5 Minutes
III. Student Expulsion Recommendations - None	
IV. Budget Update	
13. Budget Update	2 Minutes
V. Board Member and Superintendent Reports	
VI. Public Comment	
VII. Bargaining Units	
VIII. Reports	
14. Positive Behavior and Intervention Support (PBIS) Program	
IX. Public Hearing/Action Items	
X. Discussion Items	
15. Finance Committee Bylaws	10 Minutes
16. California School Boards Association 2013-14 Membership Dues	5 Minutes
17. Employee Benefit Consultant/Insurance Brokerage Services	5 Minutes
XII. Action Items	
18. Calendar Change Proposal for Sunrise Elementary School (Traditional to Year Round Calendar)	10 Minutes
19. Extension of Contract with Elk Grove Adult Community Training	5 Minutes
20. Walk to School Week Resolution	5 Minutes
21. United Way Resolution	5 Minutes
22. Consideration of Resolution of Intent to Convey Water Pipeline Easement to the Sacramento County Water Agency for the Marion Mix Elementary School Project	5 Minutes
23. Video Recording of Board Meetings	10 Minutes

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<u>Item</u>	<u>Time – Approximate</u>
XII. Action Items (Continued)	
24. Revisions to Board Policy 6159.2 – Nonpublic, Nonsectarian School and Agency Services for Special Education – Second Reading and Adoption	5 Minutes
25. Revisions to Board Policy 6142.1 – Sexual and Human Immunodeficiency Virus (HIV)/Acquired Immune Deficiency Syndrome (AIDS) Prevention Instruction – Second Reading and Adoption	5 Minutes
XIII. Consent Agenda – Action	5 Minutes
26. Approval of Minutes	
27. Personnel Actions	
28. Approval of Purchase Order History	
29. Approval of Warrant Register	
30. Acceptance of Gifts	
31. Ratification of Contracts	
32. Approval of Section 125 Flexible Benefit Plan Adoption Agreement and Trust Subscription Agreement and Application for Medical Expense Reimbursement Coverage	
33. Addendum to Crow Horwath LLP Letter of Agreement Dated March 28, 2012	
34. 2013-14 Annual Master Contract for Nonpublic Agencies and Non Public Schools	
35. 2013-14 Sacramento County Office of Education Memorandum of Agreement #582: Technical Assistance Provider for Professional Development and Instructional Support Services	
36. Supplemental Educational Services Provider Contracts	
37. Agreement to Employ Independent Contractor as External Coach for Linked Learning Pilot Project	
38. General Child Care & Development Programs Award for Fiscal Year 2013-14	
39. Sacramento Employment Training Agency (SETA) Subgrant Award to District for 2013-14	
40. Memorandum of Understanding between Bartholomew & Associates and District to Rent Instructional Spacer	
41. Fee for Service Agreements with Maxim Staffing Solution and Valley Healthcare Systems	
42. Gate Project at Florin High School, Acceptance and Notice of Completion	
XIV. Other Action Items	
43. Discussion and Action on Items Removed From Consent Agenda	5 Minutes

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<u>Item</u>	<u>Time – Approximate</u>
XV. Information Items	
44. Other Items from the Floor	5 Minutes
45. 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: 5

Board Agenda Item

Supplement No. _____

Meeting Date October 1, 2013

Subject:

Division: Facilities and Planning

Energy Awareness Month – Energy Conservation Program Update

Action Requested:

The Board of Education is requested to 1) Receive an update on the Energy Conservation Program for the 2012/13 Fiscal Year and; 2) Adopt a resolution that designates October 1 through October 31, 2013, as Energy Awareness Month.

Discussion:

In 2009/10 the District established an energy conservation program and as a result the Board of Education has passed Board Policy 3511 to demonstrate its commitment to energy conservation throughout the District. To date since the program began in 2009/10 the district has saved nearly \$7,000,000 and cut nearly 52,000,000 kWh's of electricity consumption.

As a result of the ongoing efforts to conserve energy and to spread awareness, Administration is asking the Board of Education to adopt a resolution designating October as Energy Awareness Month.

Staff will also present a report on the progress, results and statistics of the Energy Conservation Program for the 2012/13 fiscal year. This will include recognition of the top performing school sites.

Financial Summary: N/A

Prepared By: _____ Division Approval: Robert Pierce

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

**Elk Grove Unified School District
Elk Grove, California**

**Resolution No. 17, 2013-2014
October as Energy Awareness Month**

WHEREAS, the Elk Grove Unified School District's Board of Education recognizes the importance of conserving energy and our natural resources;

WHEREAS, the Board of Education has passed Board Policy 3511 to demonstrate its commitment to energy conservation throughout the district;

WHEREAS, the Elk Grove Unified School District has determined that through simple behavioral modifications, the district can dramatically reduce its energy consumption;

WHEREAS, the high and rising energy prices take precious dollars that otherwise could be used for academic purposes;

WHEREAS, the district has set a goal for energy savings in 2013-2014;

WHEREAS, the Elk Grove Unified School District has created an Energy Conservation Advisory Committee and Energy Conservation Guidelines as a resources to help achieve the goal of saving in energy costs;

WHEREAS, the steps necessary to achieve the District's savings goal are behavioral and come at no cost to the District;

WHEREAS, educating employees and users about the importance of energy conservation has proven to be an effective way to reduce energy consumption;

WHEREAS, the Elk Grove Unified School District must continue in its efforts to promote a greater public understanding of energy consumption through outreach and communication efforts, demonstrating that EGUSD is committed to conserving energy;

WHEREAS, the Energy Awareness Month highlights the district's commitment to energy savings;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Elk Grove Unified School District hereby declares and proclaims the month of **October** as **Energy Awareness Month**.

Steven M. Ladd, Ed.D., Secretary to the
Governing Board of the Elk Grove
Unified School District

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 6

Board Agenda Item

Supplement No. _____

Meeting Date October 1, 2013

Subject:

Division: Facilities and Planning

Recognition of Cosumnes Oaks and Laguna Creek High School Students from the Sacramento Municipal Utility District

Action Requested:

The Board of Education is requested to recognize the students that participated in the Sacramento Municipal Utility District's new High School Energy Efficiency and Auditing Training.

Discussion:

The Sacramento Municipal Utility District (SMUD) is training the next generation of the energy industry's workforce. SMUD's new High School Energy Efficiency and Auditing Training (HS EE) project trains junior and senior high school students with the skills and experience to begin energy efficiency-related and energy-auditing careers. The program also provides opportunities for participating students to help their own school districts save money through energy efficiency.

Thirty Eight students from our region were trained together in one class about the green energy industry, energy efficiency, electrical load auditing, and were coached in developing workforce skills during a weeklong course. The course, provided by SMUD's non-profit partner Strategic Energy Innovations (SEI), included theoretical classroom lessons and practical field work. Students from 1 of 2 schools used their new skills to audit Ellen Feickert Elementary (Feickert) and Joseph Kerr Middle (Kerr) Schools, and have prepared a report and presentation of their findings. Students are earning a stipend for their participation.


SMUD provides funding to develop and carry out the curriculum and roughly \$14,000 in grant funds to support EGUSD in completing some of the student recommended energy efficiency measures. SEI developed the curriculum, trained the students, and has guided the group in building their audit and recommendations.

Project Goals:

- Provide workforce skills and experience to EGUSD high school students in energy efficiency and energy auditing, and introduce them to energy efficiency career paths.
- Establish students as a resource for educating peers, teachers and administrators regarding cost effective energy efficiency measures and options for reducing energy demand and associated carbon emissions.
- Reduce electrical costs associated with heating, lighting, and cooling at Feickert and Kerr.
- Raise community awareness about the importance of energy conservation in helping to reduce greenhouse gas emissions and mitigate global climate change.

Financial Summary:

N/A

Prepared By: _____ Division Approval: Robert Pierce 

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: October 1, 2013

Subject:

Elk Grove's Back to School Community Champions

Division: Student Support and Health Services;
Elementary Education

Action Requested:

The Board of Education is requested to recognize and honor local community organizations that supported several Elk Grove elementary schools with back to school donations for students in need.

Discussion:

The staff of the Elk Grove Unified School District Healthy Start Family Centers under the direction of Student Support and Health Services, in collaboration with Elementary Education would like to recognize the Fort Sutter Lions Club as longtime leaders in the community and for their humanitarian services, generosity and support to our students.

For the past 11 years Fort Sutter Lions Club has gifted EGUSD students. This year the Fort Sutter Lions Club provided 19 elementary schools with 880 backpacks filled with school supplies. In addition to the list of following schools who were recipients of the backpacks, both David Reese and Prairie Healthy Start Centers each received twenty-five (25) filled backpacks.

Maeola Beitzel (25)	Samuel Kennedy (50)	James McKee (50)	Joseph Sims (10)
Arthur C. Butler (40)	Anna Kirchgater (60)	B.C. Morse (70)	Sierra Enterprise (60)
C.W. Dillard (25)	Herman Leimbach (60)	Prairie (50)	Union House (60)
John Ehrhardt (20)	Charles Mack (60)	David Reese (50)	Mary Tsukamoto (50)
Isabelle Jackson (60)	Florence Markofer (30)		

The Lions Club raised the funds necessary to purchase the backpacks and school supplies by hosting their "First Fort Sutter Lions Club Charity Baseball Tournament" which was held at Pleasant Grove High School on July 27, 2013. Twenty-one (21) teams participated in this event. Associate Superintendent Rob Pierce assisted with the tournament as well. Attendees and sponsors of the event were very generous and, as a result, they raised this large sum of money benefitting youth in our community.

Three additional organizations donated backpacks to the EGUSD Homeless Education "Project ACT" (Assisting Children in Transition) program in the Student Support and Health Services department. Rainforth Grau Architects and their partners Barrish Pelham & Associates and Capital Engineering Consultants donated 92 backpacks with school supplies, Robert Cosgaya a realtor with the Campbell Cosgaya Real Estate Group collected 89 backpacks. Volunteers of America's Operation Backpack donated 125 backpacks to Project ACT. Volunteers of America's Operation Backpack also provided 80 backpacks to the Elk Grove Unified School District Healthy Start Family Centers.

Financial Summary : N/A

Prepared By: Donna M. Cherry Division Approval: _____

Prepared By: Carl Steinauer Superintendent Approval: _____

46.0813.34

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 8

Board Agenda Item

Supplement No. _____

Meeting Date October 1, 2013**Subject:***20th Annual Elk Grove Optimist Childsfree at Kohl's*Division: Student Support and Health Services**Action Requested:**

The Board of Education is requested to recognize and honor the Optimist and many other community organizations that supported the *20th Annual Childsfree at Kohl's*.

Discussion:

The staff of the Elk Grove Unified School District Healthy Start Family Centers under the direction of Student Support and Health Services would like to recognize the Elk Grove Optimists and many other community organizations on the *20th Annual Childsfree at Kohl's*.

On July 27th, 103 EGUSD students (Kindergarten through 5th grade) were treated to a back-to-school shopping spree at Kohl's. Of the 103 students who participated, 22 were identified through Project Act (Homeless), 20 through Foster Youth Services, and 63 were identified through the Healthy Start Family Centers at David Reese and Prairie elementary schools. Staff members from Student Support and Health Services served at EGUSD liaisons for the event: Sandy Waite, Isabel Reynoso, and Annette Springer (Healthy Start); Rebecca Santos (Project ACT) and Kim Parker (Foster Youth Services). Sandy Waite is the Chairperson of this annual event.

A breakdown of donations underwriting this event is as follows:

• 103 students at \$125 per student (Community Collaborative donations and Kohl's discount)	\$12,875
• Backpacks with school supplies (Soroptimist International of Elk Grove)	2,020
• Stuffed animals and books (provided by Kohl's)	1,025
• Bicycle Safety helmets (UC Davis Medical Center)	1,560
• 40 students for full vision exams and 5 adults (Lions Vision Service Van, Dr. Shah, Dr. Eliopulus, Dr. Holcomb)	3,000
• 3 vouchers for glasses with Dr. Shah	375
• Five undocumented students received certificates for extensive testing from Lions	625
• Breakfast (provided by Elk Grove Lions)	526
• Face Painting by Cosumnes Oaks Honor Society	125
• Coloring books, crayons and recycled bags (California Highway Patrol)	200
• Activity books, stickers and appearance of McDuff (Crime Dog) – Elk Grove Police	100
• Booster seats and fire alarm batteries (Safe Kids Coalition)	1,575
• 61 haircuts (provided by Great Clips of Laguna) with 5 hair cutting stations	915
• Pins and Strikes Wi Game (provided by owner Cameron Lee)	125
• Snacks from Trader Joe's and pencils	75
• Time given by chaperones, vendors and volunteers	Priceless

Total donations (not including additional dollar amounts contributed by chaperones) amounted to \$25,121.00 (does not include the rental fee paid for by the Lions club for the Vision Van and DJ services, or extra funds spent by chaperones).

If you have questions about the 2013 *Childsfree* or plans for the 21st *Annual Childsfree* event in 2014, please contact Carl Steinauer at (916) 686-7568 or csteinau@egusd.net

Financial Summary: N/APrepared By: Sandra WaiteDivision Approval: Tom Jenkins Prepared By: Carl Steinauer Superintendent Approval: Steven M. Ladd 

Board Agenda Item**Subject:****Department:** Student Support & Health Services**Carnitas Festival Fundraiser for Healthy Start Family Centers and Foster Youth Services****Action Requested:**

The Board is requested to recognize and honor the Elk Grove Lions Club and Soroptimist International of Elk Grove who supported two programs in Student Support and Health Services.

Discussion:

Student Support and Health Services would like to recognize the Elk Grove Lions Club and the Soroptimist International of Elk Grove for their continued support and generous donations to benefit our students in need.

On Friday, June 21, 2013 the Elk Grove Lions Club and Soroptimist International of Elk Grove held a joint Carnitas Festival fundraiser to donate funds to the Elk Grove Unified School District Healthy Start Centers and the Foster Youth Services Program to assist foster youth who have emancipated from the foster care system.

The Carnitas Festival was a tremendous success and raised \$3,139.70 for the Healthy Start Centers and \$3,039.70 for the Foster Youth Services program. The checks were presented at the July 2013 Lion's Club meeting.

The Elk Grove Lions Club representatives are **Jim Switzgable**, Chairperson for the Carnitas Festival and **Randy Feist** and the Soroptimist International representatives are **President Leigh Nurre** and **Ambassador Diane Hollingshead**.

Financial Summary:

N/A

Prepared By: Sandra Waite/Kim Parker**Department Approval:** Tom Jenkins **Prepared By:** Carl Steinauer **Superintendent Approval:** Steven M. Ladd 

Board Agenda Item

Meeting Date October 1, 2013

Subject: New Administrators Secondary and Elementary Divisions **Division:** Elementary/Secondary Education**Action Requested:**

The Board is asked to be introduced to Secondary and Elementary administrators new for the 2013-2014 school year.

Discussion:

The following administrators are new to the district or their assignments in the Secondary and Elementary Divisions for the 2013-2014 school year:

ELEMENTARY EDUCATION

Name	New Assignment	Previous Assignment
Principals		
John Santin	Principal, Raymond Case Elementary	Principal, Franklin Elementary
Sheila Caruthers	Principal, Franklin Elementary	Vice Principal, Isabelle Jackson Elementary
Abelardo Cordova	Principal, Raymond Case Elementary	Principal, Herman Leimbach Elementary
Mark Beard	Principal, Stone Lake Elementary	Vice Principal, Foulks Ranch Elementary

Name	New Assignment	Previous Assignment
Vice Principals		
Jennifer Wilbanks	Vice Principal, Arnold Adreani Elementary/Sierra Enterprise Elementary	Teacher, Florin Elementary
Deidra Woods	Vice Principal, Elk Grove Elementary / Florin Elementary	Academic Program Coordinator, Florin Elementary
Tracey Panuschka	Vice Principal, Elliott Ranch Elementary	Teacher, Robert J. Fite Elementary
Megan Drown Jones	Vice Principal, Isabelle Jackson Elementary	Teacher, Arthur C. Butler Elementary
Omar Field Ridley	Vice Principal, Irene B. West Elementary	Teacher, Mary Tsukamoto Elementary

SECONDARY EDUCATION

Name	New Assignment	Previous Assignment
Principals		
Michael Anderson	Principal, Samuel Jackman Middle School	Vice Principal, James Rutter Middle School
Jerry Crosby	Principal, Toby Johnson Middle School	Vice Principal, Monterey Trail High School
Dawnelle Maffei	Principal, Joseph Kerr Middle School	Principal, Toby Johnson Middle School
Maria Osborne	Principal, Elizabeth Pinkerton Middle School	Vice Principal, Sheldon High School

Name	New Assignment	Previous Assignment
Vice Principals		
Charles Amey	Vice Principal, Monterey Trail High School	Academic Program Coordinator, Monterey Trail High School
John Harrigan	Vice Principal, Franklin High School	Teacher-In-Charge, Franklin High School

Name	New Assignment	Previous Assignment
Vice Principals (continued)		
David Kjargaard	Program Administrator, Comp Ed/Title I, Monterey Trail High School	Teacher, Monterey Trail High School
Randall Mola	Vice Principal, Sheldon High School	Social Science Department Chair, Teacher- In-Charge, Antelope High School
Jennifer Nguyen	Vice Principal, Edward Harris, Jr., Middle School	Teacher-In-Charge, Edward Harris, Jr., Middle School
Rose Penrose	Vice Principal, Laguna Creek High School	ASSETS Coordinator, Laguna Creek High School
Victoria Siever	Vice Principal, Sheldon High School	Program Coordinator (ASES), James Rutter Middle School
Sindy Trieu	Vice Principal, James Rutter Middle School	Science Teacher, Valley High School
Chandra Victor	Vice Principal, Katherine Albiani Middle School	Teacher-In-Charge, Elizabeth Pinkerton Middle School

Financial Summary:

Prepared By: Christina C. Penna Division Approval: Donna Cherry, Christina C. Penna

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

Board Agenda Item**Subject:** Your Health, Your Choice – Celebrating Wellness at EGUSD**Divisions:** Communications/Finance and School Support/Human Resources**Action Requested:** The Board of Education is asked to hear a report on “Your Health, Your Choice – Celebrating Wellness at EGUSD” program and recognize representatives from Kaiser Permanente for their partnership on this program.**Discussion:**

In 2012-2013, the Elk Grove Unified School District, in partnership with employee bargaining groups, began offering an employee wellness program called “Your Health, Your Choice – Celebrating Wellness at EGUSD.”

The program involves a two-pronged approach: a negotiated employee wellness rebate and an employee wellness program. The wellness rebate was a negotiated solution to a shared cost approach to health care. In 2012-2013, the District went from a 100 percent of lowest cost covered plan to an 80/20 employer/employee plan with the possibility of a 5 percent rebate if the employee completed certain wellness requirements. The 2012-2013 employee wellness program was in partnership with Kaiser Permanente, who offered components to the district for one year free of charge. The program included a variety of wellness programs to encourage employees to make healthier choices.

The program has been an overwhelming success. Over 75 percent of EGUSD’s 4,400 benefit-eligible employees successfully completed the wellness rebate requirements and thousands of employees enthusiastically participated in the numerous aspects of the wellness program.

The Board of Education is asked to recognize Kaiser Permanente for their partnership and to hear a report on the 2013-2014 “Your Health, Your Choice – Celebrating Wellness at EGUSD” program.

Financial Summary:**Prepared By:** Elizabeth Graswich**Division Approval:** Elizabeth Graswich **Prepared By:** Carrie Hargis**Superintendent Approval:** _____

2013-2014 Campaign

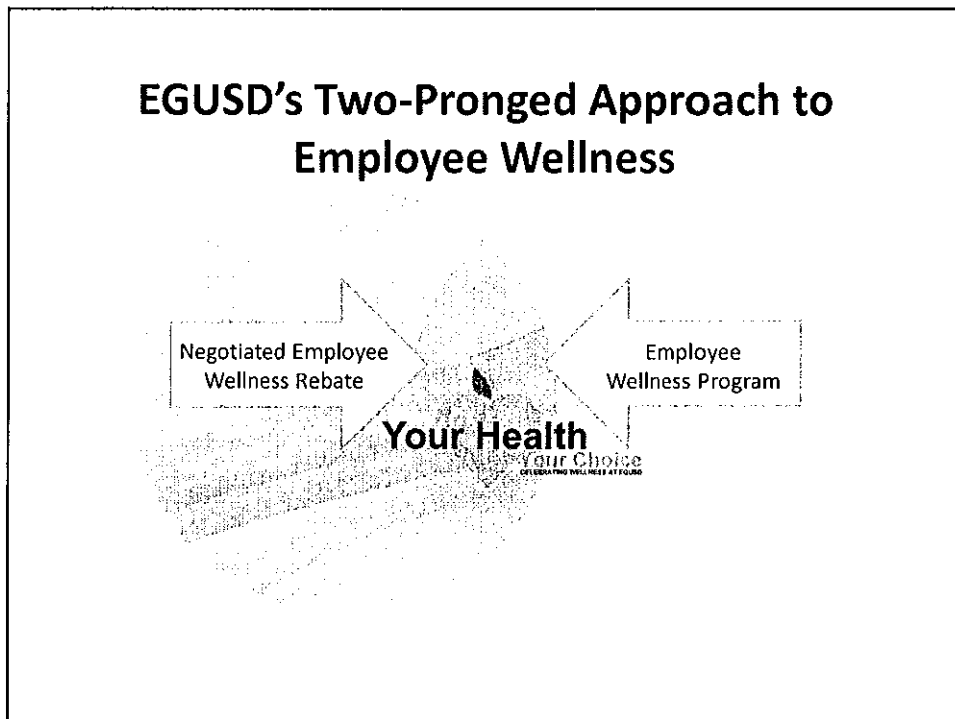
Your Health
Your Choice
CELEBRATING WELLNESS AT EGUSD

Presented by:

- Glen De Graw
- Michelle Drake
- Rich Fagan
- Elizabeth Graswich
- Carrie Hargis

ELK GROVE
U.S. Forest Service

OCTOBER 1, 2013



Employee Wellness Rebate

80/20 cost sharing plan and 5% rebate

All EGUSD employees who receive health care benefits through the district have the opportunity of earning an Employee Wellness Rebate. **Components of the employee wellness rebate:**

- A glucose and cholesterol screening
- Blood pressure and body mass index tests
- An online health risk assessment
- A wellness consultation with a primary/personal care provider that includes information regarding recommended age-appropriate screenings



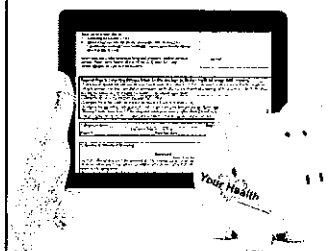
Employee Wellness Rebate Results

2012-2013 Results:

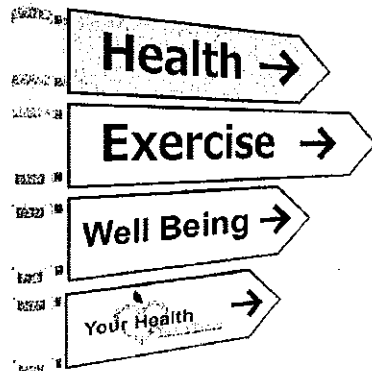
- 3,415 employees completed the rebate
- That equates to 78% of benefit-eligible employees

2013-2014:

- 1,009 employees have already completed the rebate



Components of the 2013-2014 Wellness Program



Your Health, Your Choice Wellness Committee

Comprised of representatives from all employee bargaining units, district staff and Kaiser Permanente and Western Health Advantage representatives

37

Members



Wellness Champions



Each school and department was asked to identify a volunteer site wellness champion

- Role
- Introductory meetings
- Toolkit



Starting in October 2013



Your Health
Your Choice

**Fitness
Fridays**



Winter 2013-2014

Supporting Healthy Food Choices

- Healthy Vending Machine
- Community Supported Agriculture Boxes
- Farmer's Markets at School Sites



January 2014

Employee 30 Day Challenge

Anyone who has ever tried to start an exercise routine, quit smoking, or change a sleep pattern knows how powerful a habit can be.

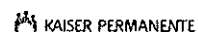
- During this challenge, employees can write down specific plans for achieving a set goal.
- Wellness Champions can nominate colleagues to be spotlighted on the website.



Partnership with Kaiser Permanente

The Elk Grove Unified School District partnered with Kaiser Permanente to offer **all benefit-eligible** employees a wellness program for the 2012-2013 school year.

The purpose of the program was to promote overall health awareness for employees.



Walking Paths

- Donated by Kaiser Permanente
- 16 school sites and 2 district sites
- Kick-off on October 2 with a Ribbon Cutting at EGUSD's Student Support Center, Gerber Road



**Please join us in recognizing our
Kaiser Permanente partners**



Agenda Item No: _____

Board Agenda Item

Supplement No. _____

Meeting Date 10-01-13**Subject:** American Heart Association Presentation**Department:** Board of Education

Action Requested: The Board is requested to hear a presentation by Mr. Brian Zambor, Senior Youth Market Director of the American Heart Association.

Discussion:

Last year, several of the District's schools participated in the American Heart Association's Jump Rope for Heart and Hoops for Heart programs. Collectively, \$10,806.92 was raised and donated to the Association.

The partnership between the District and the American Heart Association is strong and continues to grow. The contributions support the American Heart Association's mission of building healthier lives free from heart disease and stroke. The Jump Rope for Heart and Hoops for Heart Program is dedicated to fighting the trend of rising childhood obesity by promoting physical activity and healthy living to our youth.

Financial Summary:

Prepared By: Steven M. Ladd Department Approval: _____

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

10/1

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 13
Supplement No. _____
Meeting Date: October 1, 2013

Board Agenda Item

Subject:

2013-14 Budget Update

Department:

Budget

Action Requested:

The Board is asked to hear a report regarding updated information for the 2013-14 State budget.

Discussion:

The report will focus on the status of determining the 2013-14 student counts for supplemental and concentration funding purposes.

Financial Summary:

Prepared By: Shannon Stenroos

Division Approval:

Rich Fagan

Prepared By: _____

Superintendent Approval:

Steven M. Ladd, Ed.D.

Board Agenda Item

Supplement No. _____

Meeting Date October 1, 2013**Subject:**Division: Student Services**Positive Behavior and Intervention Support (PBIS) Program****Action Requested:**

The Board of Education is asked to receive a presentation and update on the District's Positive Behavior and Intervention Support (PBIS) program.

Discussion:

The purpose of the presentation is to provide information on the District's Positive Behavior and Intervention Support (PBIS) program that will include:

- Program Implementation
- Wellness component
- Integration into E⁴
- Benefits to the school community
- Monitoring and Progress of Program

In addition, the outcomes from the 2012-2013 school year and the targeted outcomes for the 2013-2014 school year will be shared.

Financial Summary:Prepared By: Mark Cerutti *M.C.*Division Approval: Mark Cerutti

Prepared By: _____

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

Positive Behavior & Intervention Support (PBIS)

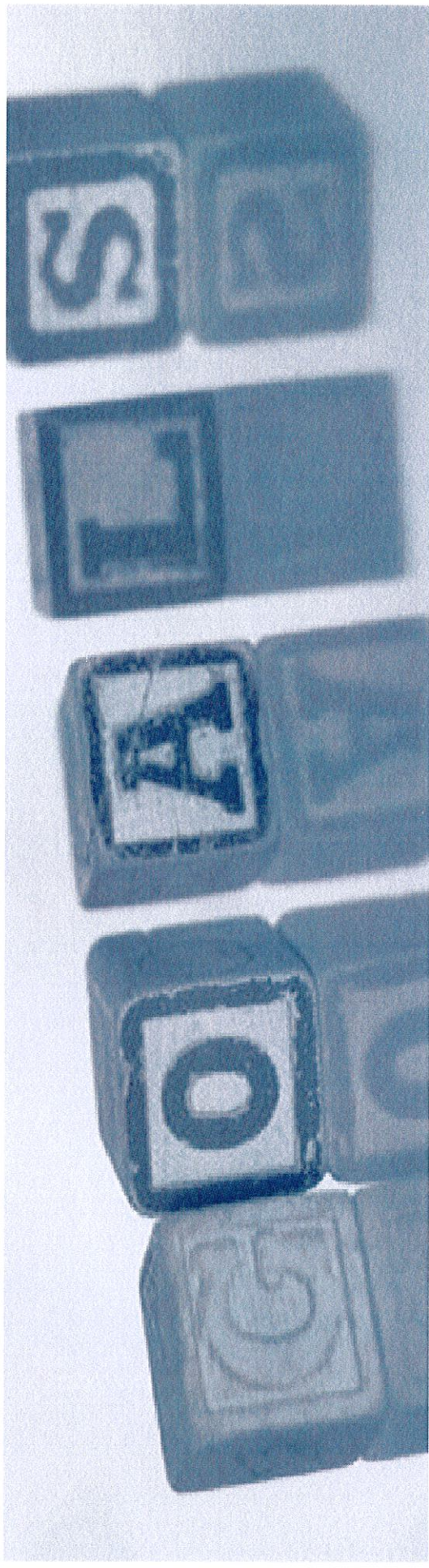


**Presentation to the Board of Education
October 1, 2013**

**Mark Cerutti, Associate Superintendent, Education Services
Bill Tollestrup, Director, Special Education/SELPA**

The Presentation Includes:

- Why are we implementing Culturally Responsive Positive Behavior Intervention Support (PBIS)?
- How will this initiative be integrated into E⁴?
- What is PBIS?
- How/when will it be implemented?
- What are the benefits to the school community?
- How are we monitoring the initiative and what is our progress to date?



Why Are We Implementing Culturally Responsive PBIS?

Wellness... Healthy Body, Healthy Mind, Healthy Learning

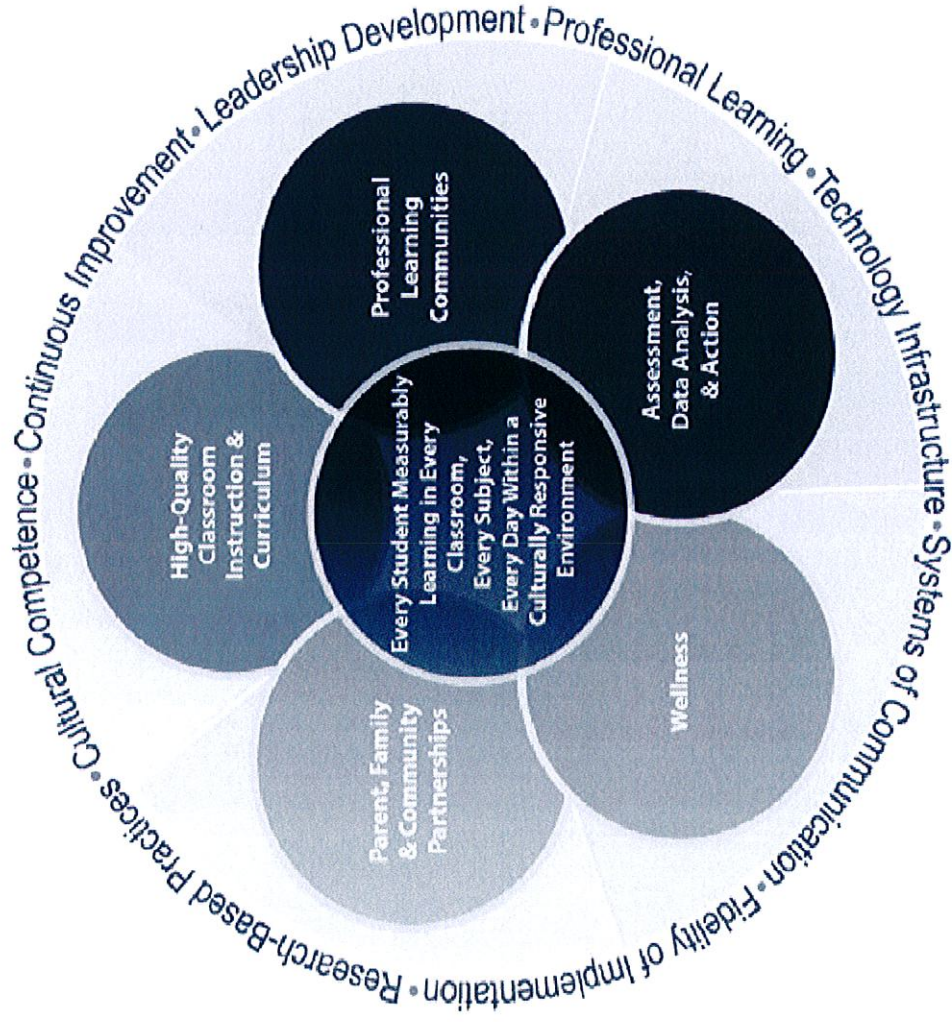
Our Mission...

To develop a comprehensive, collaborative system that promotes healthy minds through a continuum of services that are proactive, culturally responsive, and research based. These services will support social-emotional learning and growth, will be educationally related, will provide measureable results and will be implemented with fidelity.



Every student | Every classroom | Every subject | Every day

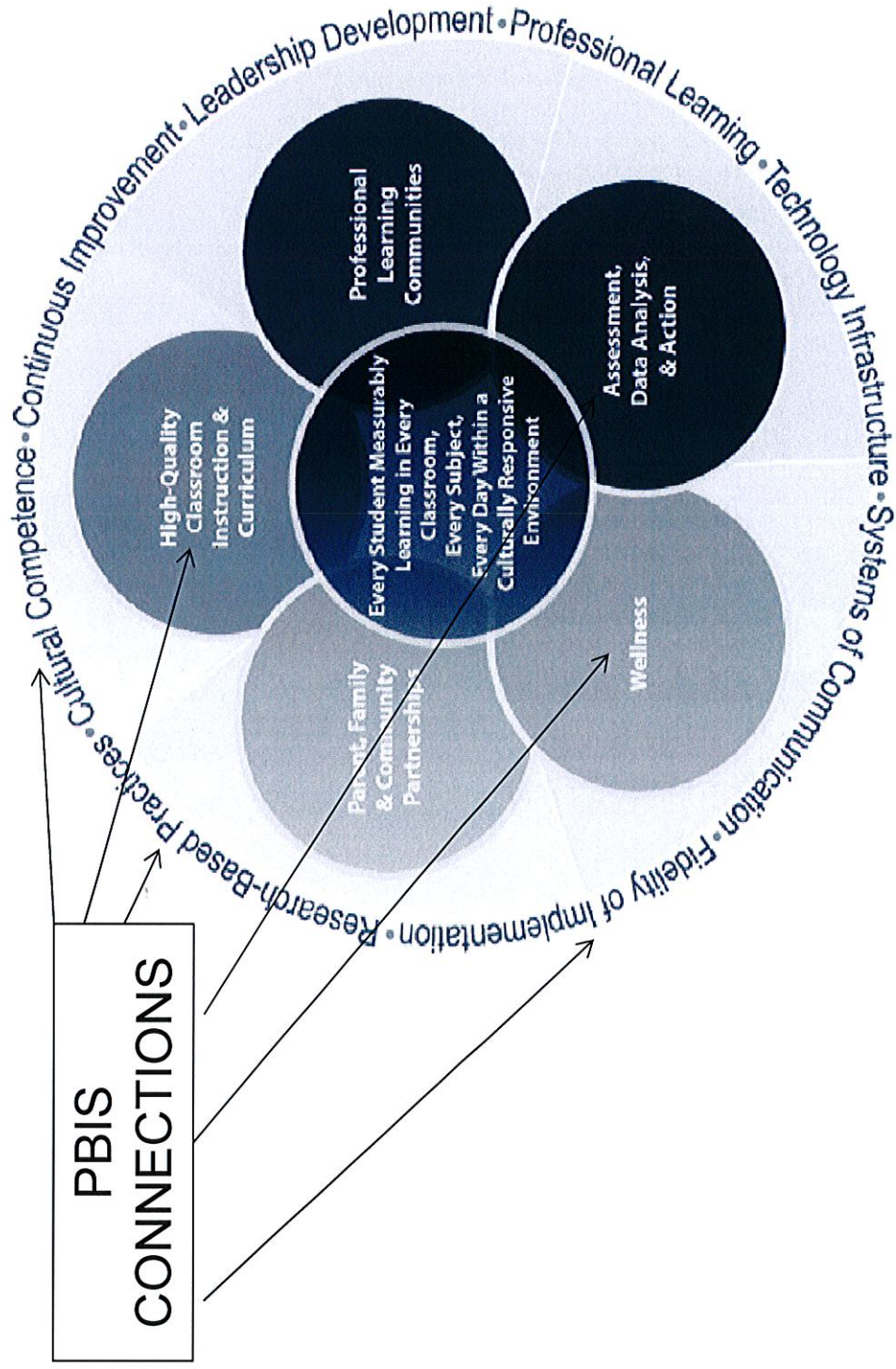
EGUSD's Integrated Learning System



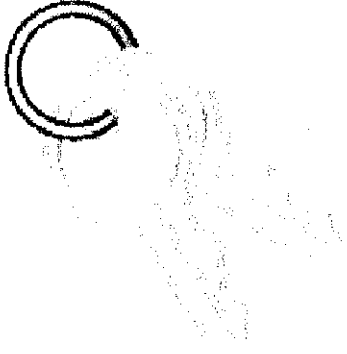


Every student | Every classroom | Every subject | Every day

EGUSD's Integrated Learning System



WHAT IS PBIS?



Seven Key Elements

1. Culturally Responsive
2. Administrative leadership and team-based implementation
3. Prevention focus
4. Define and teach positive social expectations
5. Acknowledge positive behavior
6. Arrange consistent consequences for problem behavior
7. On-going collection and use of data for decision-making

PBIS Implementation Training and Scale Up

Regional PBIS

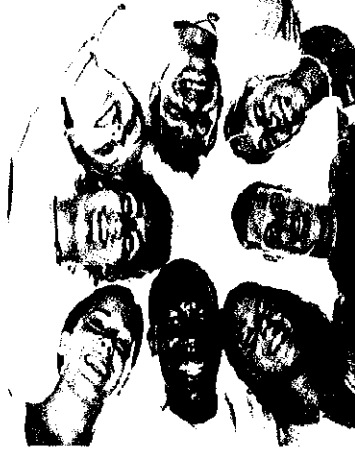
Region	2013-2014	2014-2015
Valley	☆	
Florin	☆	
Monterey Trail	☆	
Franklin/Cosumnes Oaks		☆
Sheldon		☆
Pleasant Grove		☆
Elk Grove		☆
Laguna Creek		☆

PBIS Implementation Training and Scale Up

2011-2012	2012-2013	2013-2014 (Fall)	2013-2014 (Spring)	2014-2015 (Fall)	2014-2015 (Spring)
Florin Elementary	Sierra Enterprise	Herburger	Adreani	Castello	Tsukamoto
Albani MS	Case	Morse	Batey	Franklin Elem	Johnson MS
Eddy MS	Carroll	West	Cosumnes River	Hein	FRHS
LCHS	Leimbach	Elk Grove Elementary	Dillard	Stone Lake	Smedberg MS
Jackman MS	Mack	Donner	PG Elem	Elliott Ranch	SHS
VHS	Union House	PGHS	Sunrise	Beitzel	Pinkerton MS
EGHS	Jackson	Harris MS	McKee	Butler	COHS
MTHS	Kennedy	Kerr MS	Ehrhardt	Fite	Rio Cazadero
	Kirchgater	Rutter MS	Foulks Ranch	Daylor	
	Reese	FHS	Sims	Calvine	
	Reith		Feickert		
	Prairie		Markofer		

Wellness

Healthy Body, Healthy Mind, Healthy Learning



*Culturally Responsive
School-Wide
Positive Behavior
Intervention & Supports*



Implementation Guide 2013

Benefits to the School Community



- Reduction in Suspensions/Expulsions
- Reduction in Exclusionary Discipline
- Increase in Access to Mental Health/Wellness Supports
- Increase in Parent/Family, Community Involvement
- Increase in Student Engagement
- Support for Common Core State Standards (CCSS)
- Reduction in Special Education Referrals
- Support Closing of the Achievement Gap

PBIS Leadership

Progress Monitoring Teams



Team	Meetings	Membership
CEIS Stakeholders	Quarterly	Administration, Teachers, Psychologists, Counselors, Board Member, Community Members
District Leadership Implementation Team (DLIT)	Weekly	<u>District/Site Staff:</u> Director Elem Ed, Director Sec Ed, Director SpEd, Director Mental Health, Director SSHS, Site Administration EGEA, PBIS Coaches, SEL Coaches, Mental Health Action Team (MHAT)
Site Leadership Implementation Team (SILT)	Bi-Monthly or Monthly	Site Administration, GenEd Grade Level Reps, SpEd, Support Staff, Parents & Community Members

PBIS – Part of a Collaborative District-Wide Initiative

- Student Support and Health Services, Elementary and Secondary Education, Research and Evaluation, Technology Services, Special Education
 - Since 2010-2011 a 39% reduction of suspensions and an 83% reduction in expulsions
- This was accomplished by:
 - Close examination of data with administrators
 - Review of current research
 - Calibration exercises with administrators
 - Sharing of best practices of alternatives to exclusionary discipline
 - Innovate Expulsion Abeyance Program using ISP and layered counseling services

PBIS Year One Outcomes

2012-2013

- Seven of the Eight PBIS schools are below the district average in “out of school suspension”
- Seven of the Eight PBIS schools are below the district average in “in school suspension”
- In total, the PBIS schools have reduced out of school suspension incidents by 1,409 in two years
- In total, the PBIS schools have reduced on-campus suspension by 3,349
- Educationally Related Mental Health Services (ERMHS) for Special Education Students
 - 66% increase in number of students accessing mental health direct services through the district site-based delivery
 - Dramatic decrease in suspension/expulsion for ERMHS students

PBIS Year Two Targeted Outcomes

2013-2014

- Expansion of PBIS school sites
- Continued reduction of “in school” and “out of school” suspensions
- Meet Coordinated Early Intervening Services (CEIS) compliance
- SISWeb discipline screen enhancements completed

Questions and/or Comments?

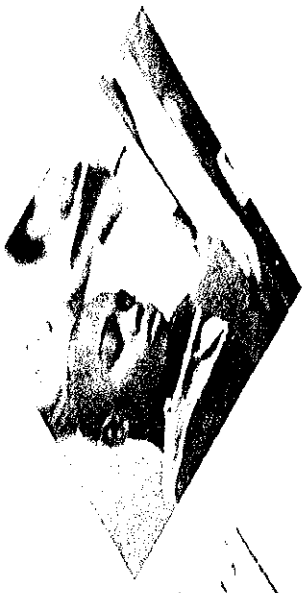
It is easier to build strong children
than to repair broken men.



Frederick Douglass

Positive Behavior & Intervention Support (PBIS)

IMPLEMENTATION OF THE POSITIVE BEHAVIOR & INTERVENTION SUPPORT (PBIS) PROGRAM



Presentation to the Board of Education
October 1, 2013

Mark Cerutti, Associate Superintendent, Education Services
Bill Tollestrup, Director, Special Education/SELPA

Board Agenda Item**Subject:**

Finance Committee Bylaws

Division:

Superintendent

Action Requested:

The Board of Education is requested to engage in a discussion of the Finance Committee Bylaws and make any changes the Board wishes to make.

Discussion:

It was requested by the Board that Finance Committee Bylaws be brought forward for the Board's review and discussion.

A copy of the current Bylaws is attached.

Financial Summary:

None

Prepared By _____

Division Approval: _____

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



ELK GROVE UNIFIED SCHOOL DISTRICT
FINANCE COMMITTEE BYLAWS

ARTICLE I — NAME

Section 1: The name of the committee shall be the **Finance Committee**.

ARTICLE II — AUTHORITY

Section 1: The Board of Education may establish a Finance Committee at its discretion.

ARTICLE III — FUNCTION

Section 1: The Finance Committee shall serve the Elk Grove Unified School District Board of Education in an advisory capacity on matters pertaining to District finances. The functions of the Finance Committee shall be:

- A. To review the annual budget and interim financial reports and provide comment when deemed necessary..
- B. To provide opinions on current fiscal strategies for the district.
- C. To identify potential fiscal problems and refer them to the Superintendent and staff for analysis.
- D. To provide an annual written report of the Committee's activities to the Board.
- E. To provide any oral presentations to the Board of Education at the Board's request or at the Committee's initiative.
- F. To serve as an ad hoc resource for specific research or study as requested by the Board and/or Superintendent.

ARTICLE IV — MEMBERSHIP

Section 1: The membership of the Finance Committee will be established as follows:

Committee Members—Voting *Number*

1. Community members (one appointed by each board member)..... 7
2. Community members (three appointed by the Superintendent) 3

Committee Members—Non-Voting

3. One student representative appointed by each comprehensive 9
high school (each school shall also appoint an alternate representative)
4. Director of Fiscal Services 1
5. Recording Secretary 1
6. Participation of Cabinet members or Program Managers as required
or requested by the Finance Committee

ARTICLE V — TERM OF MEMBERSHIP

- Section 1: Student representatives and alternates will serve a one-year term which shall commence on September 1 and expire at the end of the school year of service. Student representatives and/or alternates may be appointed for successive terms.
- Section 2: Committee members will serve in two-year staggered terms which commence on February 1 and may be reappointed for additional terms as long as it is mutually agreeable to the member and to the Board member/Superintendent making the appointment. Board members whose terms expire in November will appoint Committee members with the same expiration date to initiate the staggered terms.
- Section 3: A Committee member may resign prior to the end of a term by providing written notification to the Board of Education President, with copies to the Director of Fiscal Services and the individual who appointed them.

ARTICLE VI — STAFF LIAISON

- Section 1: The Superintendent shall appoint a Staff Liaison for the Finance Committee. The Staff Liaison will be the Director of Fiscal Services.
- Section 2: The duties of the Staff Liaison are:
- A. To ensure a recording secretary is present at all meetings to take minutes;
 - B. To notify Committee members of their appointments and business;
 - C. To take charge of all documents belonging to the Committee;
 - D. To call a meeting to order, in the absence of the chairperson or to assist the chairperson; to preside until the election of a chairperson pro tem;
 - E. To notify all members of meetings;
 - F. To coordinate and prepare required correspondence as directed;
 - G. To coordinate and schedule staff presentations to the Committee;
 - H. To perform other appropriate staff duties as requested by the Chair.

ARTICLE VII — VACANCIES

- Section 1: The Staff Liaison will inform the Board of all Committee vacancies. The Board member or Superintendent shall then appoint a replacement member to the Committee in the same manner that initial selections are made.
- Section 2: Replacement members will be appointed as needed to complete unfilled terms.

ARTICLE VIII — OPERATING RULES

- Section 1: The Finance Committee shall establish, modify, and endorse Committee operating rules for the selection of a chairperson, attendance requirements, meetings, agendas, minutes, meeting rules, and voting requirements.
- Section 2: The Staff Liaison or designee shall post agendas, meeting materials, and otherwise assist the Committee in complying with any applicable legal procedures.

ARTICLE IX — COMMITTEE BUDGET

- Section 1: The Finance Committee budget will be recommended by the Committee and approved by the Board.
- Section 2: A budget, in the amount to be determined, will be used to pay the cost of the recording secretary, printing of Committee business and postage.

Updated 10/9/00
08/15/05
10/07/10
3/18/13



FINANCE COMMITTEE OPERATING RULES

SELECTION OF CHAIRPERSON

The Committee shall elect a chairperson and a vice-chairperson at the first regular meeting of the calendar year to preside at meetings and to carry out other duties as assigned. A District secretary will be selected by the Staff Liaison to take minutes and perform other clerical duties for the committee.

ATTENDANCE

It is essential that a representative attend all meetings. Two unexcused absences will result in recommendation to the Board that a Committee member be replaced.

MEETINGS

Meeting shall be held at least four times per academic year. Additional meetings may be held at the discretion of the Finance Committee. Student Representatives will be invited to attend all meetings of the Finance Committee; a minimum of two meetings per academic year will be dedicated to student matters.

PREPARATION AND DISTRIBUTION OF AGENDA

Agendas will be prepared with input from Committee members and staff. Agendas and minutes will be distributed prior to each meeting to each member and staff representative by the Committee secretary under the direction of the Staff Liaison.

MINUTES

Minutes will be composed, prepared, and distributed to Committee members by the Committee secretary prior to each Committee meeting. Final minutes will be distributed to the Board of Education and to the administration.

RULES OF ORDER

Roberts Rules of Order will be used as a guideline but will not be strictly applied in order to maintain flexibility and to ensure that everyone has an opportunity to be heard.

QUORUM

A quorum will be 50% or more of the current voting members at the time of each meeting *is required to take any formal actions or to adopt final recommendations.*

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 16**Board Agenda Item**

Supplement No. _____

Meeting Date October 1, 2013**Subject:**

California School Boards Association – 2013-14 Membership Dues

Division:

Superintendent

Action Requested:

The Board of Education is requested to consider California School Boards Association (CSBA) membership dues for participation in various programs and services in 2013 -14.

Discussion:

Membership in the California School Boards Association (CSBA) includes the opportunity to participate in policy services, leadership development and district and financial services provided by the organization. The 2013-14 membership billing for the Elk Grove Unified School District is as follows:

CSBA Membership Dues 2013-14	\$ 18, 039.00
Educational Legal Alliance Dues 2013-14	\$ 4, 510.00
Gamut Online 2013-14	\$ 5, 000.00
Manual Maintenance 2013-14	\$ 5, 850.00
 Total CSBA Membership Billing for 2013-14	 \$ 33, 339.00

Membership dues enable CSBA to train school governance leaders; monitor State Board of Education activities and represent local board interests at SBE meetings; and develop and issue policy briefs on Common Core, school safety, student wellness, block grants, charter schools, and state mandates. In addition, CSBA continues to advocate against state budget cuts and for adequate funding for schools, initiates and participates in litigation of statewide significance to all schools and students, predesigned the GAMUT Online policy information system to streamline the board policy development and updating process, and developed and/or updated nearly 70 sample board policies, regulations, bylaws and exhibits.

Financial Summary:

The total cost of membership dues (\$33, 339.00) is included in the Board of Education's 2013-14 budget.

Prepared By _____

Division Approval: _____

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

Superintendent Approval: _____



ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No. 17

Board Agenda Item

Supplement No. _____

Meeting Date: October 1, 2013

Subject:

Department: Finance & School Support

Employee Benefit Consultant/Insurance Brokerage Services

Action Requested:

Receive a report on the process for recommending the Employee Benefit Consultant/Insurance Brokerage Services.

Discussion:

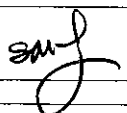
Financial Summary:

Prepared By: _____

Division Approval: Rich Fagan

Prepared By: _____

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



ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 18

Board Agenda Item

Supplement No. _____

Meeting Date: October 1, 2013

Subject:

Division: PreK-6 Education

Calendar Change Proposal for Sunrise Elementary (Traditional to Year Round Calendar)

Action Requested:

The Board of Education is requested to take action and approve the recommendation transitioning Sunrise Elementary from a Traditional calendar to a Year Round calendar beginning in the 2014-2015 academic year.

Discussion:

On August 20, 2013, the Board of Education received a presentation titled, "Using Metrics to Determine School Calendar Needs." The presentation addressed the various factors when considering a school for a calendar change.

The presentation was also shared with the staff of Sunrise Elementary on August 26, 2013. Associate Superintendents Donna Cherry, Robert Pierce, and Glen De Graw presented. They were joined by Principal Judy Hunt Brown and Director Fawzia Keval. The staff was provided not only with the information but was provided time to share their thoughts and have their questions answered by the district team.

On September 10, 2013, a community meeting was also held at Sunrise Elementary. During the community forum, Dr. Steven Ladd, Mrs. Donna Cherry, Mr. Glen De Graw, Mr. Rob Pierce, Dr. Fawzia Keval and Mrs. Judy Hunt Brown, presented information and data to the community regarding the proposed calendar change.

This meeting provided time for attendees to examine the proposal, to obtain answers to their questions and to submit their input regarding the possibility of a calendar change at Sunrise Elementary School. Of those present, some expressed their concerns and some expressed their support of the proposed change.

It is recommended that the Board of Education take action to approve a calendar change and move Sunrise Elementary to a Year Round calendar beginning in the 2014-2015 school year.

Financial Summary

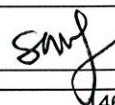
N/A

Prepared By: Donna M. Cherry 

Division Approval: _____

Prepared By: _____

Superintendent Approval: _____



ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 19

Board Agenda Item

Supplement No. _____

Meeting Date October 1, 2013

Subject:

Extension of contract with Elk Grove Adult Community Training

Division: Secondary Education

Action Requested:

The Board is asked to approve a one-year extension of the contract with Elk Grove Adult Community Training (EGACT) to provide educational services for adults with developmental disabilities.

Discussion:

Extension of the EGACT contract was presented to the board for review on September 3, 2013. The Board is asked to approve 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 interest of the district to continue the contract beyond June 30, 2014.

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. 

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

Board Resolution - Walk to School Week

October 7 – 11, 2013**Action Requested:**

The Board of Education is asked to approve a resolution designating October 7 – 11, 2013, as Walk to School Week.

Discussion:

In 1997, the Partnership for a Walkable America sponsored the first National Walk Our Children to School Day in Chicago. It was a day set aside to bring community leaders and children together to create awareness of the need for communities to be walkable.

In 2005, new legislation recognized the value of Safe Routes to School Program (SRTS) and provided funding to States. Safe Routes extends the Walk to School events and supports safe walking and bicycling all year long through the SRTS programs. Federal legislation has recognized the value of ongoing walking and bicycling. The program creates safer routes for kids, engages kids of all abilities, enhances student health and improves the environment.

In 2002, Foulks Ranch Elementary was the first Elk Grove School to participate. This year, the District begins Project AWARE (Advancing Walk and Roll Environments), a federally-funded grant program to complement and expand SRTS activities and programs.

Staff and community members coordinate and implement the event for their school site. Walk to School Day events include banners, participation prizes, walking busses, nutritious snacks, and motivational special guest and fun events. Students look forward to the fun day set aside to promote physical activity, safety, building connections between the school and community and addressing concerns for the environments.

Internationally, students celebrate Walk to School Month in October. Event organizers throughout the United States, Canada and the United Kingdom register their events at www.walkbiketoschool.org, and share success stories. This event will be celebrated across California during the week of October 7 - 11, 2013. Elk Grove elementary schools will celebrate throughout the week and sites will host special events on Walk to School Day, Wednesday, October 9, 2013.

A schedule of the elementary Walk to School Day events will be provided to our Board. Staff will present a report to the Board of Education on October 15, 2013 regarding the District's recent SRTS efforts and Project AWARE updates.

Financial Summary: N/APrepared By: Lisa DixonDivision Approval: Robert Pierce Prepared By: _____ Superintendent Approval: Steven M. Ladd, Ed.D. 

ELK GROVE UNIFIED SCHOOL DISTRICT
ELK GROVE, CALIFORNIA

RESOLUTION NO. 18, 2013-2014

NATIONAL WALK TO SCHOOL WEEK

WHEREAS, the Elk Grove Unified School District recognizes the value of promoting physical activity, safety, concern for the environment, and building connections between the school and community; and

WHEREAS, the Elk Grove Unified School District has participated with others across our nation and internationally in Walk to School events for the purpose of building interest and promoting safe walking and biking communities; and

WHEREAS, since 2004, Walk to School Day has become an annual celebration of fitness with participation at all 39 elementary schools in the Elk Grove Unified School District;

NOW, BE IT RESOLVED, that the Governing Board of the Elk Grove Unified School District hereby declares and proclaims the week of **October 7-11, 2013 as WALK TO SCHOOL WEEK.**

District

Steven M. Ladd, Ed.D., Superintendent to the
Governing Board of the Elk Grove Unified School

DATE: October 1, 2013

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 21

Board Agenda Item

Supplement No. _____

Meeting Date 10-01-13

Subject: United Way Campaign

Department: Administration

Action Requested: The Board of Education is requested to approve Resolution No. 19, 2013-14 which proclaims the period from October 1 through October 31, 2013, as the United Way Campaign.

Discussion:

The United Way is an organization dedicated to public service in the fields of education, health, rehabilitation, family, youth and aged counseling, legal aid, and emergency assistance.

The 2012-13 gift/pledge amount of over \$65,000 demonstrates the significant difference Elk Grove Unified School District employees make for local agencies that provide services to our community.

The Board is requested to approve the attached resolution which proclaims the period of time between October 1 and October 31, 2013, as the United Way Campaign for the Elk Grove Unified School District.

Financial Summary:

Prepared By: Torrey Johnson Department Approval: _____

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

ELK GROVE UNIFIED SCHOOL DISTRICT
Elk Grove, California

Resolution No. 19, 2013-14

2013-14 United Way Campaign

WHEREAS, the United Way is an organization dedicated to public service through the efforts of the 180 member agencies and affiliates serving Sacramento, Placer, El Dorado, Amador, and Yolo counties in the fields of education, health, rehabilitation, family, youth and aged counseling, legal aid, and emergency assistance; and

WHEREAS, the United Way is dependent upon community contributions to finance the programs offered to those in need through those agencies; and

WHEREAS, the United Way is a vehicle through which people may help one another to become fully functioning members of society; and

WHEREAS, through the United Way agencies in Sacramento, Placer, El Dorado, Amador, and Yolo counties, one out of three families utilize some facet of human aid; and

WHEREAS, the United Way fund-raising campaign is a community project conducted largely through the efforts of dedicated volunteers;

NOW, THEREFORE, BE IT RESOLVED, that we do hereby proclaim the period of time between October 1 and October 31, 2013, as the United Way Campaign (the only endorsed effort within the school district) and urge all community-minded citizens to give the United Way their full support through financial and/or other voluntary means.

PASSED AND ADOPTED by the Board of Education of the Elk Grove Unified School District this 1st day of October, 2013.

Approved:

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

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 22

Board Agenda Item

Supplement No. _____

Meeting Date October 1, 2013

Subject:

Division: Facilities and Planning

Education Code section 17556, et seq.: Consideration of Resolution of Intent to Convey Water Pipeline Easement to the Sacramento County Water Agency for the Marion Mix Elementary School Project.

Action Requested:

The Board of Education is asked to (1) adopt Resolution # 20, 2013-14 of Intent to Convey Water Pipeline Easement to the Sacramento County Water Agency for the Marion Mix Elementary School Project, and (2) to set a public hearing on October 15, 2013, at 9510 Elk Grove-Florin Road, in the Board Room at 7:00 p.m.

Discussion:



The Sacramento County Water Agency has requested that the District convey a water pipeline easement on the Marion Mix Elementary School site at 4730 Laguna Park Drive, Elk Grove, CA as described in the attached description and diagram, Exhibits A & B.

The purpose of this easement is to construct and maintain the main water pipeline which will serve the property.

The Resolution of Intention 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 
Prepared By: William Heinicke Superintendent Approval: Steven M. Ladd, Ed.D. 

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

RESOLUTION NO. 20

IN RE THE MATTER OF)	RESOLUTION OF INTENTION TO
CONVEYING PERMANENT)	CONVEY PERMANENT WATER
EASEMENT FOR USE TO THE)	PIPELINE EASEMENT FOR USE TO
SACRAMENTO COUNTY WATER)	THE SACRAMENTO COUNTY WATER
AGENCY)	AGENCY
_____)		

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 Sacramento County Water Agency (“SCWA”) desires to acquire a water pipeline easement to construct and maintain water service improvements on the Property, bearing legal description attached as Exhibit A and depicted in Exhibit B (the “Easement”); and

WHEREAS, the Easement is not now and will not at the time of delivery of possession to the SCWA 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 the SCWA in that the SCWA will construct and maintain the water pipeline therein in order to support the District’s use of the Property;

NOW, THEREFORE, BE IT RESOLVED that pursuant to Education Code section 17556, et seq., it is the intention of the District to transfer said Easement to the SCWA;

BE IT FURTHER RESOLVED that the 15th day of October, 2013, at the hour of 7:00 p.m., or as soon thereafter as the matter can be heard, at a time not less than ten (10) days after the adoption of this Resolution, is the time set for the public meeting of the Board of Education hereof held at its regular place of meeting for a public hearing upon the question of conveying

said Easement at which time any person interested thereon may appear and may be hear thereon.

BE IT FURTHER RESOLVED that notice of adoption of this Resolution be given by posting a true copy of this Resolution in three public places in the District not less than ten days before the date of the public hearing as aforesaid fixed;

BE IT FURTHER RESOLVED that notice of said public meeting of aforesaid be given by publication in a newspaper of general circulation, published by the District, or in a newspaper published in the county in which the District or any part thereof is situated and having a general circulation in the District, not less than five (5) days before the date of the public hearing as aforesaid fixed.

The foregoing Resolution was adopted at a meeting of the Board of Education of the Elk Grove Unified School District on _____, 20____, by the following two-thirds vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President
Board of Education
Elk Grove Unified School District

Member

Member

Member

Member

Member

Member

ATTEST:

Clerk
Board of Education
Elk Grove Unified School District

Exhibit "A"
Water Line Easement

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 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;

Said point of beginning bears the following two courses from the Southwest corner of said Parcel B;

1. North 07°33'02" East 20.16 along the Westerly line of parcel B;
2. Leaving said westerly line South 89°33'30" East 336.41 to the point of beginning;

Thence from said point of beginning;

1. Leaving said Northern line of aforesaid dedication North 00°26'30" East 42.00 feet along centerline of a 21 foot wide easement to end of easement.

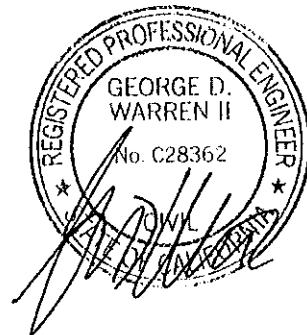
Containing: 882.00 square feet or 0.02 acres.

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.

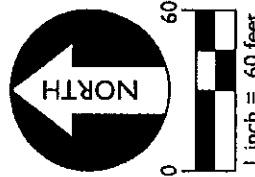
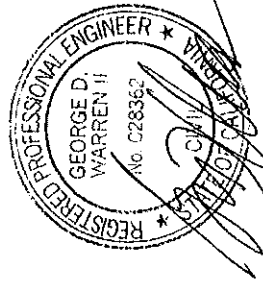
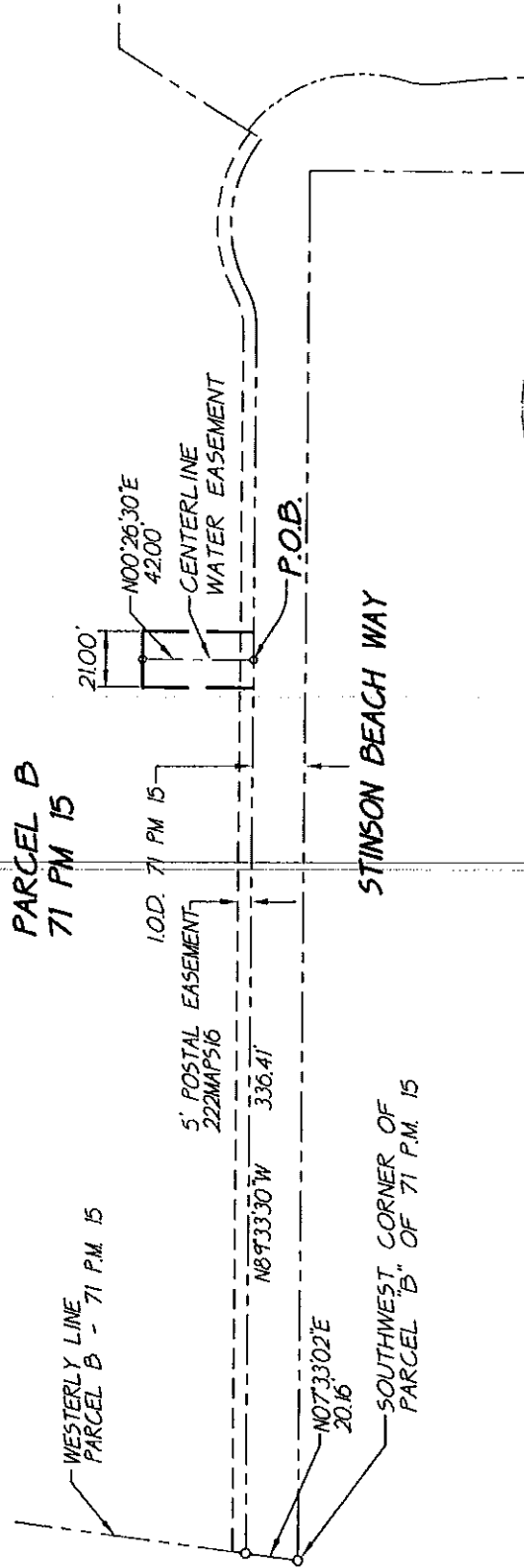
End of Description

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 Consulting Engineers, Inc.
 1117 Windfield Way, Ste. 110
 El Dorado Hills, CA 95762
 July 29th, 2013



JOB NO.
2336.1
DATE
07/29/13



BASIS OF BEARINGS
IDENTICAL TO 71 P.M. 15
N 89° 33' 30" W

EXHIBIT "B"



WARREN CONSULTING ENGINEERS, INC.

1117 WINDFIELD WAY, SUITE 110
EL DORADO HILLS, CA 95762 (916) 985-1870

WATER LINE EASEMENT
AT
MARION MIX ELEMENTARY SCHOOL

SACRAMENTO COUNTY

CALIFORNIA

SCALE
1"=60'

2336 WATER EASEMENT

Board Agenda Item

Supplement No. _____

Meeting Date: October 1, 2013**Subject:** Video Recording of Board Meetings**Divisions:** Communications/Technology Services**Action Requested:** The Board of Education is asked to take action on the video recording and broadcasting of Board Meetings.**Discussion:**

The Board of Education asked staff to research and present options available to the Board for the video recording and broadcasting of Board meetings. EGUSD staff prepared the attached report and presented it to the Board of Education on September 3, 2013. The Board is asked to discuss the matter and take action to provide direction to staff on how they should proceed.

Financial Summary: Funding sources will be identified.**Prepared By:** Elizabeth Graswich**Division Approval:**  Elizabeth Graswich and Steve Mate**Prepared By:** _____**Superintendent Approval:**  _____

VIDEO RECORDING OF EGUSD BOARD MEETINGS- RESEARCH

AUGUST 22, 2013

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Overview

The Elk Grove Unified School District's Board of Education has asked the District to explore options for recording and broadcasting district board meetings. This document will outline what other local school districts and cities are doing in terms of recording and broadcasting meetings. It will also outline several recording and broadcasting options for the Board's consideration. The Board will hear a formal presentation and be asked to discuss this topic at their September 3, 2013 meeting.

The following people had input and assisted with the report:

- Steve Mate, Director, Technology Services
- Elizabeth Graswich, Director, Communications
- Todd Barber, Desktop Support & Helpdesk Manager, Technology Services
- Dawn Williams, Teacher, Franklin High School
- Nicholas Ruebel, Technical Advisor, Franklin High School

Research

In conducting research, eight government agencies were contacted. Of the eight, four are recording and broadcasting meetings. From these four, we gathered information about their method, equipment, technology and staff.

Below is a chart of organizations we have spoken to and what they are doing in the area of recording and broadcasting meetings.

Organization	Recording Meetings	Broadcasting method	Mounted Cameras	Tripod Cameras	Staff for recording
Sacramento City Unified	Yes	Recorded live and aired at a later date on Metro Cable 14. Video archives available on YouTube.	4	No	2 dedicated staff
San Juan Unified	No				
Folsom Cordova Unified	No				
Twin Rivers Unified	No				
Natomas Unified	No				
City of Elk Grove	Yes	Broadcasted live on Metro Cable 14 and online. Video archives available online.	4	No	Provided by Metro Cable
City of Sacramento	Yes	Broadcasted live on Metro Cable 14 and online. Video archives available online.	5	No	
Fresno Unified	Yes	Broadcasted live on local cable television and online. Video archives available online.	4	No	2 dedicated AV Communications staff

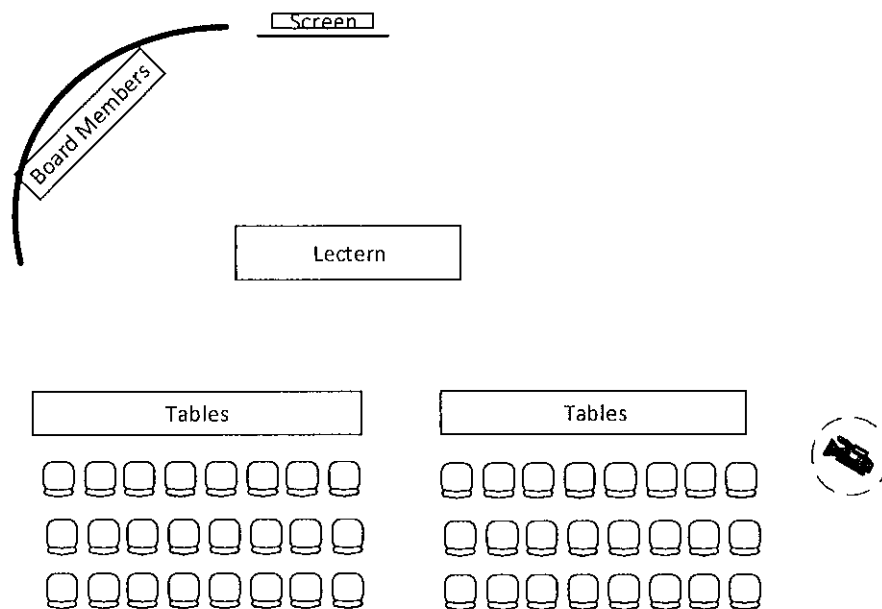
Recording Options

There are numerous recording options available to EGUSD. The costs associated with each of these options are based on recent equipment quotes, installation costs and an estimation of hourly rates. The options presented use industry standard equipment -- the same as what is used by EGUSD's comprehensive high school video production programs. Personnel costs are based on an estimated hourly rate with employer required taxes. Board meetings are estimated to be 3.5 hours based on gavel-to-gavel, 7 p.m. to 10:30 p.m.

Option 1- One Camera on a Tripod

Summary

In this option, there would be one camera on a tripod at the side of the board room. It would have one wide-angle view that captures the board members, lectern, and stage area. The audio would be recorded using a feed from existing Board Room microphones. There would be one person in charge of setting up the camera, recording and taking down the equipment. This person would also convert and export the video to the correct format for broadcast.



Financial Impact

Equipment	Est. Cost
One consumer camcorder on a tripod	\$1,000
External storage for video archival	\$2,000
Audio feed/conversion/installation	\$500
EST. Equip. Costs	\$3,500

Personnel	Est. Time per meeting
Pre-Production (setting up)	1 person, 1 hour
Recording	1 person, length of meeting (7:00-10:30 = 3.5 hours)
Post Production	1 person, 1 hour
Exporting Video	2 hours (1 day turn-around)
Est. Time (hours x people)	7.5 hours
Est. Cost for the year	\$6,000
<i>Est. cost for the year calculations:</i> <i># of hours per meeting X 20 board meetings X \$40 per hour (this includes required employer paid taxes)</i>	

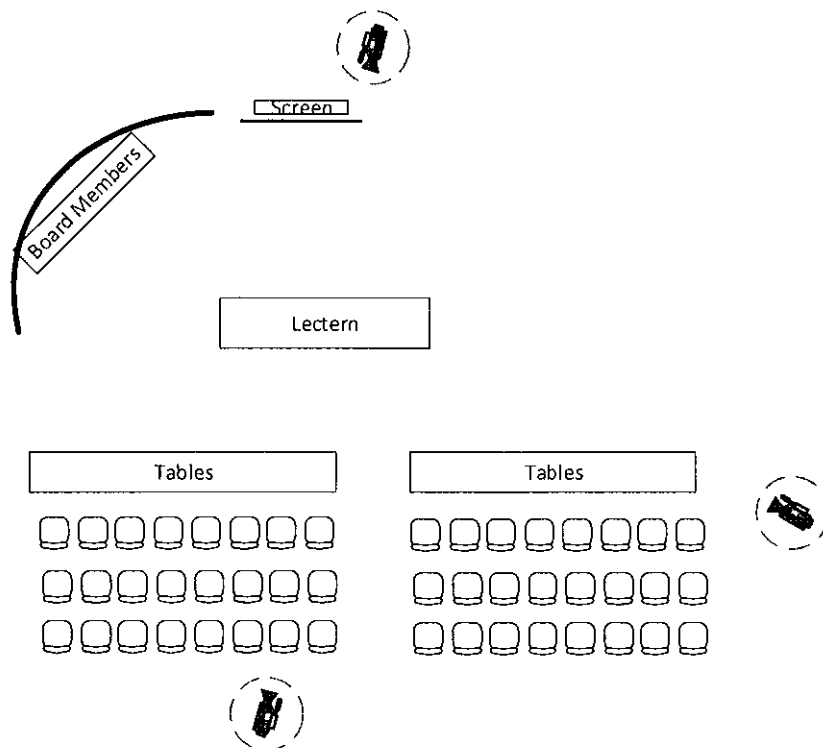
Considerations

This is the least expensive option available to EGUSD. This option is one angle with no movement of the camera. With this configuration, we would not recommend panning to individual speakers as it will diminish the viewing experience. There would be no titles of the people talking on the screen or close up views of individuals. It will be difficult to know who is talking because of the wide camera angle. It will only pick up audio spoken into the microphones. With this option, PowerPoint presentations will either not be visible or will be difficult to view. Because there is just one camera, if something happens to that camera, there will be no video for that meeting.

Option 2- Three Cameras on Tripods

Summary

In this option, there would be three cameras on tripods, in three key locations, operated by three people. The cameras would have different angles/views of the board room. The audio would be recorded using a feed from existing Board Room microphones. There would be three people there to setup the cameras, record the meeting, and tear down the equipment. After the meeting, one person would combine the footage recorded by all three cameras and synchronize the audio with the video. This individual will choose the best angle of the person talking and edit the three shots into the final product. They will also add onscreen graphics showing the names and position titles when different individuals are talking. When the video editing is complete, it will be exported and placed online by the same person.



Financial Impact

Equipment	Est. Cost
Three consumer camcorders on tripods	\$3,000
External storage for video archival	\$2,000
Audio cable conversion/installation	\$500
EST. Equip. Costs	\$5,500

Personnel	Est. Time per meeting
Pre-Production (setting up)	3 people, 1 hour
Recording	3 people, length of meeting (7:00-10:30 = 3.5 hours)
Post Production (tear down)	3 people, 1 hour
Post production editing and titles works	3 times the length of meeting 3.5 hour meeting x 3 = 10.5 hours
Exporting Video	2 hours (1 day turn-around)
Est. Time (hours x people)	29 hours
Est. Cost for the year	\$23,200
<i>Est. cost for the year calculations:</i>	
<i># of hours per meeting X 20 board meetings X \$40 per hour (this includes required employer paid taxes)</i>	

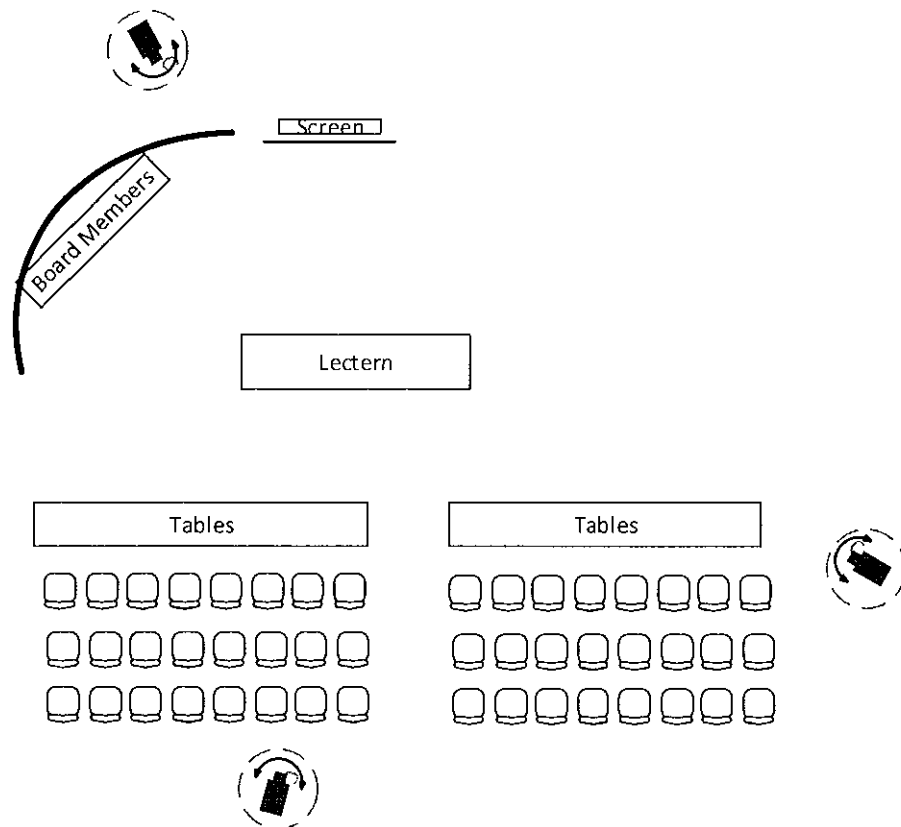
Considerations

This option provides different angles and views of the board room and people speaking, making the final product more interesting to watch. This is the most labor-intensive option presented due to the post-production work involved. To combine the footage from the different cameras, ensure audio is synchronized with the lips of the speakers and add the titles of the people speaking will take approximately three times as long as the meeting itself. Because video is being combined, it might be construed as "editing" and the public may question if things were removed or if the video was altered in some way. With all the cameras operating independently, there may be missed shots of people speaking, which could give the final product a less professional look. Another consideration is the placement of these cameras. The tripod mounted cameras and their operators will be standing in areas that may obstruct the view of individuals in the audience.

Option 3- Three Mounted Cameras

Summary

In this option, there would be three small professional mounted cameras on the walls and ceilings. These cameras would all be remotely controlled by a director in a control room. The storage room behind the stage would be converted into the control room. The director would use a piece of equipment called a Tricaster, a product that enables live production rather than post-editing. A camera operator will be able to pan and zoom these mounted cameras from the control room, allowing him/her to choose the best angles. The cameras would be located around the room to capture video of the board members, guests speaking at the lectern and awards and community ceremonies. The PowerPoint presentations would be a direct feed to the video recorder and a small inset picture of the speaker could be visible while the presentation was occurring. There would be a two person crew that would control the cameras, select the best shots and add onscreen titles throughout the meeting. When the meetings are done, the only post-production work would be minor cleanup and exporting the video to the correct format for broadcast.



Financial Impact

Equipment	Est. Cost
Three Pan/ Tilt/ Zoom mounted cameras	\$2,500 x 3= \$7,500
Live video recording equipment based on Newtek Tricaster	\$25,000
Furniture	\$2,000
Misc. Cables	\$500
Installation of video recording equipment and cameras	\$8,000
Add HVAC system to control room	\$2,500
EST. Equip. Costs	\$45,500

Personnel	Est. Time per meeting
Pre-Production (setting up, making sure all set)	2 people, 1 hour
Recording	2 people, length of meeting (7:00-10:30 = 3.5 hours)
Post Production (shutdown, cleanup)	2 people, 1 hour
Exporting Video	1 person, 2 hours (1 day turn-around)
Est. Time (hours x people)	12 hours
Est. Cost for the year	\$9,600

*Est. cost for the year calculations:
of hours per meeting X 20 board meetings X \$40 per hour (this includes required employer paid taxes)*

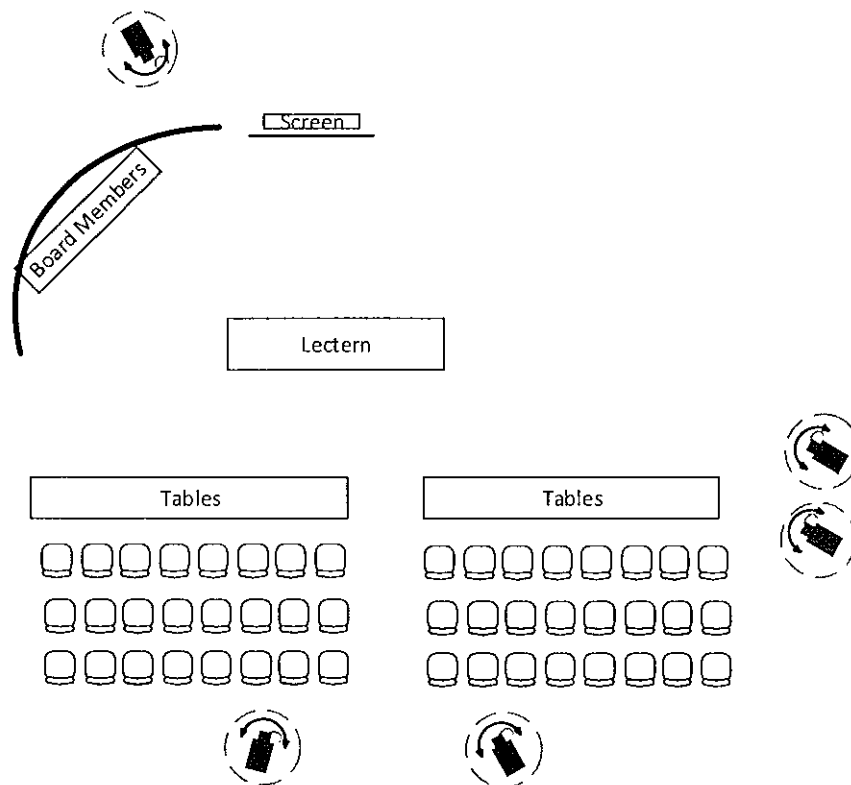
Considerations

This option is less of a disruption to the audience. The video and creative process is controlled by the director, ensuring, that for the most part, camera angles are correct, the timing is accurate and the flow is smooth and consistent. There would be very little post-production editing required - everything is done as it happens. The equipment being used for this option will be fully committed, meaning that there can be no more cameras or audio sources added later without replacing the main video switcher (Tricaster). By and large, this is the same live video production solution used at EGUSD's comprehensive high schools. There is a greater up-front cost for equipment than Option 1 and 2 but far less post-production time than Option 2.

Option 4- Five Mounted Cameras

Summary

This option is essentially the same as option three, but with the addition of two more cameras. More than three cameras would require a larger capacity Tricaster that can handle more inputs. The two additional cameras make it possible for the director to switch from one close up to another close up. While one person is speaking, another camera can be positioned and made ready for an instant switch. It also provides another camera in the back of the room for different angles and views of the board room if needed. This setup is very similar to the City of Elk Grove's system.



Financial Impact

Equipment	Est. Cost
Five Pan/ Tilt/ Zoom mounted cameras	\$2,500 x 5= \$12,500
Live video recording equipment based on Newtek Tricaster	\$35,000
Furniture	\$2,000
Misc. Cables	\$500
Installation of video recording equipment and cameras	\$8,000
Add HVAC system to Control Room	\$2,500
EST. Equip. Costs	\$60,500

Personnel	Est. Time per meeting
Pre-Production (setting up, making sure all set)	2 people, 1 hour
Recording	2 people, length of meeting (7:00-10:30 = 3.5 hours)
Post Production (shutdown, cleanup)	2 people, 1 hour
Exporting Video	1 person, 2 hours (1 day turn-around)
Est. Time (hours x people)	12 hours
Est. Cost for the year	\$9,600
<i>Est. cost for the year calculations: # of hours per meeting X 20 board meetings X \$40 per hour (this includes required employer paid taxes)</i>	

Considerations

The considerations for this option are basically the same as Option 3. This option provides more camera angles, which allows the director to choose the best camera angles and the best shots for the most professional final product. The Tricaster used in this option also allows for the expansion of cameras and audio sources in the future without having to replace the main recording equipment, which is the bulk of the equipment costs. This is the most expensive (equipment cost) option presented.

Option 5- Contract with an Outside Agency to Record Meetings for EGUSD

Summary

We also have the option to contract with an independent contractor that could be brought in specifically to record the meetings. We did receive an estimate of what it would cost for the Sacramento Educational Cable Consortium to bring their equipment and record the meetings. The cost would be \$94,000 for 20 meetings. From this initial estimate, we will investigate other contractors and companies and report our findings.

Broadcast Options

There are two main ways that the meetings could be broadcast. The two ways are "live" and "tape delayed". Each of these options will record the meeting from gavel-to-gavel without editing of long pauses or censoring speech. A "live" broadcast is viewed as it is happening while a "tape delayed" broadcast is available for viewing sometime after the meeting. Each of the following options includes details about broadcasting via a local cable station or streaming over the Internet. We have checked with Metro Cable, the station that airs local government meetings. Metro Cable informed us that they will not broadcast local educational board meetings other than those that they already have a contract with (such as Sacramento City Unified).

Live

Live delivery can only be accomplished with Options 3 or 4. One option for live broadcasting may be via a local cable station (SECC). In order to view the meeting, a viewer would need to have access to that cable station. This station is currently available to subscribers of Comcast, Surewest, and AT&T UVerse but not to subscribers of DirecTV or Dish Network. For this to happen, EGUSD would need a direct network connection from EGUSD to the cable station. There will likely be installation and monthly service fees for this connection to the cable head-end. The cable network would then broadcast what was being captured by the EGUSD cameras live on the air. The other live delivery option would be to stream the broadcast via the Internet. This would allow anyone with a broadband Internet connection to view the meetings in real-time as they happen. The district would need to partner with a fee-based live streaming provider who would host and present the stream through their network of servers live on the Internet.

Financial Impact

Item	Est. Cost
3 rd party monthly service (Ex. UStream)	\$5,000 - \$12,000 annually depending on options selected <i>(cost based on 70 people, watching all the full board meetings)</i>
Direct network connection to Cable provider	Estimated to be \$50,000 - \$100,000 annually
Technical Support	TBD

Considerations

Providing "live" board meetings will increase the complexity to the meetings. It can be expensive to provide a direct connection to a cable provider. The cable provider will need to provide a block of airtime from 7-10:30 and be flexible to adjust that block of time based on actual meeting lengths. At this time, SECC has informed us that they would be concerned about broadcasting the meetings live due to the time of day and length of the meetings. Streaming live to the Internet can be done with several products and an exact one would need to be researched and priced. Streaming live on the internet is dependent on the districts network, the 3rd party streaming servers' connection and also the speed of the viewer's home Internet connection. There will also be more technical support needed than the video production crew. This support will be more technical in nature and revolve around the network and streaming technologies. At this time, we do not have the actual costs because we are not sure of the exact issues that might arise.

Tape Delayed

There are two ways that meetings could be tape delayed. All the recording options above could be done with this delivery option. The two ways are on a local cable station or via a website, like EGUSD's YouTube Channel. To broadcast a tape-delayed meeting on SECC, EGUSD would need to deliver the completed video on an external hard drive to the station in the required format. SECC would air that meeting at a set time. To broadcast a recorded meeting to a website, the completed video would be uploaded to the website's servers. The link to the video would then be placed on the district web page. Viewers would simply click the link on the district web page to view the video.

Financial Impact

Item	Est. Cost
Minor cost to the district for these options- Hard Drives and time to transport the physical media if needed	

Considerations

SECC would broadcast recorded meetings at our request, but have indicated that it would be challenging to find open programming space needed for the length of the meetings. Most likely, the SECC broadcasts would air very late at night or in the early morning. Placing recorded video on a website, like YouTube would be the easiest option, allowing people to watch current and archived videos at their convenience.

Other Considerations

Below are some items that have not been identified above, but may have an impact on any decision made.

- Management of the production. There will be time and money spent on staff, yet identified, to make sure equipment is ordered, installed and working properly. There will be on-going staffing issues and absences. Someone will need to ensure accuracy and timely broadcast/archival.
- EGUSD will need to revisit the Student Opt-In/Out forms because students' names and pictures will be placed online or broadcast.
- While students could be used to record and run the cameras, there are concerns that have been identified and we don't recommend this as an option for consistent video production.
- With Options 3 & 4 where all cameras are mounted, there is the potential the equipment could be used to record other trainings and events. Costs of staff to record these trainings were not included in the figures provided earlier in the report.
- Once video is online, it can be downloaded and manipulated/edited by others relatively easily. Unofficial EGUSD board meetings or clips of meetings could be created.
- With recording options 2, 3 and 4, there will be some initial staff time needed to create graphics and titles for members of the board and Superintendent's cabinet. We are un-sure of how much time that will take at this point.
- There has been no research into what it would cost to record regional and/or off site meetings. There are many factors to take into account with this, including Brown Act, audio and mobile camera equipment for each location.

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

The Board of Education is requested to approve the proposed board policy revision of 6159.2 – Nonpublic, Nonsectarian School and Agency Services, as aligned with the California School Board Association (CSBA).

Discussion:

The existing policy and administrative regulation require that our current policy in this area 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 align 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

Agenda Item No: _____

Board Agenda Item

Supplement No. _____

Meeting Date October 1, 2013**Subject:**Department: Education Services**Revision 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 approve the proposed board policy revision of 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:

The existing policy and administrative regulation require that our current policy in this area 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 align with the California School Boards Association (CSBA) model policies.

Financial Summary:

No financial impact.

Prepared By: Mark Cerutti *MC.*Department Approval: Mark Cerutti

Prepared By: _____

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

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)

BP 6142.1 (c)

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

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HEALTH AND SAFETY CODE 1255.7

Parents surrendering physical custody of a baby

PENAL CODE

243.4 Sexual battery

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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

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 26

Board Agenda Item

Supplement No. _____

Meeting Date 10-01-13

Subject: Approval of Minutes

Department: Board of Education

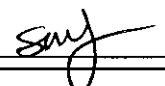
Action Requested: Approve minutes of the regular board meetings held August 20 and September 3, 2013.

Discussion:

Financial Summary:

Prepared By: Arlene Hein Department Approval: _____

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



Board Agenda Item**Subject:** Personnel Actions**Division:** Human Resources**Action Requested:**

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

Discussion:**CERTIFICATED:**



APPROVE:

1. New Hire(s) [33]
2. Leave(s) of Absence
3. Promotion(s)
4. Rehire(s)
5. Resignation(s)
6. Retirement(s)
7. Returning from Leave(s)

CLASSIFIED:

APPROVE:

1. New Hire(s) [23]
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 Laluan **Superintendent Approval:** Steven M. Ladd, Ed.D. 

Board Agenda Item

Supplement No. _____

Meeting Date October 1, 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 August 10, 2013 through September 06, 2013.

Discussion:

The Purchase Order History and Cost Modifications for the month August 10, 2013 through September 6, 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	670	\$ 5,641,076.46
09 Elk Grove Charter School Fund	6	\$ 12,926.18
11 Adult Education Fund	86	\$ 174,359.34
12 Child Development Fund	30	\$ 11,614.33
13 Food Nutrition Services Fund	20	\$ 273,897.92
25 Developer Fee Capital Facilities Fund	4	\$ 5,588.12
35 State School Facilities Construction Fund	1	\$ 55,761.00
47 Mello Roos Bond Sale Proceeds	3	\$ 26,134.00
49 Facilities Special Project Fund	5	\$ 51,747.49
67 Self Insurance Fund	2	\$ 486,656.61
Total Encumbrances		\$ 6,739,761.45

Modifications:

<u>Fund</u>	<u>Purchase Orders Modified</u>	<u>Purchase Order Modification Costs</u>
01 General Fund	22	\$ 35,220.00
11 Adult Education Fund	1	\$ 12,500.00
25 Developer Fee Capital Facilities Fund	1	\$ 479.45
35 State School Facilities Construction Fund	3	\$ 28,322.00
49 Facilities Special Project Fund	3	\$ 27,000.00

Total Modifications \$ 103,521.45
Financial Summary Grand Total \$ 6,843,282.90

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

ELK GROVE UNIFIED SCHOOL DISTRICT

29

Board Agenda Item

Agenda Item No: _____

Supplement No. _____

Meeting Date: 10/01/13

Subject:

Warrant Register No. 2
All Funds: August 1, 2013 – August 31, 2013

Department: Fiscal Services

Action Requested:

Approve Warrant Register No. 2 – Warrant Numbers 950871-951960, 286872-288440.

Discussion:

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

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

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

The Board is asked to approve Warrant Register No.2 – Warrant Numbers 950871-951960, 286872-288440.

See attached report for Warrant Register No. 2 expenditures.

Financial Summary:

Total expenditures for all funds from August 1, 2013 –August 31, 2013, are \$43,190,597.21

Prepared By: Shelley Clark *Shelley Clark*

Division Approval:

Rich Fagan *R*

Prepared By: Carrie Hargis *Carrie Hargis*

Superintendent Approval:

Steven M. Ladd, Ed.D. *SL*

DATE	WARRANT NUMBERS	AMOUNT	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Books & Supplies	5000 Services & Other Operating Exps	6000 Capital Outlay Exps	7000 Indirect Costs & Transfers	8000 Revenue	9000 Accts Receivable & Accts Payable
8/2/13	950871-951130	955477.30			2745.13	261848.56	135229.61		800.00	1525.15	553328.85
8/9/13	951131-951302	7132086.07				133913.90	325707.31	2645.06		178.00	6669641.80
8/16/13	951303-951479	476440.28			135301.69	142903.50	142164.89			453.79	55616.41
8/23/13	951480-951716	1478384.24			4124.99	174342.86	1163263.04			4285.00	132368.35
8/30/13	951717-951960	853690.03				206983.70	195051.89	24605.00	10601.00	210.00	416238.44
TOTALS		10896077.92	0.00	0.00	142171.81	919992.52	1961416.74	27250.06	11401.00	6651.94	7827193.85

PAYROLL WARRANTS FUND 1

DATE	WARRANT NUMBERS	AMOUNT	1000	2000	3000	4000	5000	6000	7000	8000	9000
			Certificated Salaries	Classified Salaries	Employee Benefits	Books & Supplies	Services & Other Operating Exps	Capital Outlay Exps	Indirect Costs & Transfers	Revenue	Accts Receivable & Accts Payable
8/9/13	286872-287256	1403165.58	895670.90	507187.68	242.00						65.00
8/16/13	287257-287284	68924.37	51144.15	15382.90							2397.32
8/22/13	287285-287297	-17877.18	-20177.91	-6768.10							9068.83
8/27/13	287298-287909	4200051.20	3303819.73	896186.34							45.13
8/30/13	287910-288440	23800129.99	19197286.22	4480707.77	9557.00						112577.00
TOTALS		29454393.96	23427745.09	5892696.59	9799.00	0.00	0.00	0.00	0.00	0.00	124153.28
(CANCELS)		-47109.64				-5842.28	-41315.36				48.00
GRAND TOTAL		40303662.24	23427745.09	5892696.59	151970.81	914150.24	1920101.38	27250.06	11401.00	6651.94	7951395.13

REPORTING PERIOD:

ACCOUNTS PAYABLE WARRANTS

DATE	WARRANT NUMBERS	AMOUNT	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Books & Supplies	5000 Services & Other Operating Exps	6000 Capital Outlay Exps	7000 Indirect Costs & Transfers	8000 Revenue	9000 Accts Receivable & Accts Payable
8/2/13	950871-951130	4980.52				2864.85	1900.50				215.17
8/16/13	951303-951479	4125.53				3823.68	301.85				
8/23/13	951480-951716	15111.78				14829.25	282.53				
8/30/13	951717-951960	4967.07				4671.86	295.21				
TOTALS		29184.90	0.00	0.00	0.00	26189.64	2780.09	0.00	0.00	0.00	215.17

PAYROLL WARRANTS FUND 12

DATE	WARRANT NUMBERS	AMOUNT	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Books & Supplies	5000 Services & Other Operating Exps	6000 Capital Outlay Exps	7000 Indirect Costs & Transfers	8000 Revenue	9000 Accts Receivable & Accts Payable
8/9/13	286872-287256	31920.51	14748.45	17172.06							
8/16/13	287257-287284	165.44	165.44								
8/22/13	287285-287297	-2857.55	-2857.55								
8/27/13	287298-287909	-650.00	-389.00	-261.00							
8/30/13	287910-288440	199481.64	130383.16	69098.48							
TOTALS		228060.04	142050.50	86009.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(CANCELS)											
GRAND TOTAL		257244.94	142050.50	86009.54	0.00	26189.64	2780.09	0.00	0.00	0.00	215.17

8/1/13-8/31/13

REPORTING PERIOD:

ACCOUNTS PAYABLE WARRANTS

[illegible]

REPORTING PERIOD:

ACCOUNTS PAYABLE WARRANTS

[illegible]

PAYROLL WARRANTS FUND 25

DATE	WARRANT NUMBERS	AMOUNT	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Books & Supplies	5000 Services & Other Operating Exps	6000 Capital Outlay Exps	7000 Indirect Costs & Transfers	8000 Revenue	9000 Accts Receivable & Accts Payable
8/30/13	287910-288440	5883.07		5883.07							
TOTALS		5883.07	0.00	5883.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(CANCELS)											
GRAND TOTAL		27958.73	0.00	5883.07	0.00	3568.04	68.00	0.00	0.00	18439.62	0.00

(CANCELS)

REPORTING PERIOD:

ACCOUNTS PAYABLE WARRANTS

[illegible]

PAYROLL WARRANTS FUND 49

DATE	WARRANT NUMBERS	AMOUNT	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Books & Supplies	5000 Services & Other Operating Exps	6000 Capital Outlay Exps	7000 Indirect Costs & Transfers	8000 Revenue	9000 Accts Receivable & Accts Payable
8/30/13	287910-288440	79512.09		79502.09	10.00						
TOTALS (CANCELS)		79512.09	0.00	79502.09	10.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL		162214.29	0.00	79502.09	10.00	5885.66	3228.86	59110.03	0.00	0.00	14477.65

TOTALS	(CANCELS)
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Board Agenda Item

Agenda Item No:

Supplement No.

Meeting Date:

October 1, 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>
Cash Donation	Sunrise Elementary School PFO	Sunrise Elementary School (Technology fundraiser)	\$10,000.00	8/9/2013
Gift Donation (10-\$20 gift cards)	Office Depot	EGUSD Attendance Campaign	\$200.00	8/12/2013
Gift Donation (Filled oxygen & acetylene tanks)	McWong International, Inc.	Florin High School (ROP welding class)	\$400.00	8/14/2013
Cash Donation	Stafford King Wiese Architects, Inc.	EGUSD Attendance Campaign	\$500.00	8/14/2013
Gift Donation (1-\$25 gift card)	American Eagle Outfitters	EGUSD Attendance Campaign	\$25.00	8/15/2013
Cash Donation	Elliott Ranch Elementary School PTO	Elliott Ranch Elementary School (Library Fund)	\$7,000.00	8/15/2013
Gift Donation (40 Single Admission Passes)	Fairytale Town	EGUSD Attendance Campaign	\$200.00	8/20/2013
Gift Donation (67-\$5 Fun Credit Certificates & 95-Free Child's Buffett Certificates)	John's Incredible Pizza	EGUSD Attendance Campaign	\$904.05	8/20/2013
Cash Donation	Wells Fargo Community Support Campaign	T.R. Smedberg Middle School	\$50.00	8/26/2013
Cash Donation	Will Ross	Elitha Donner Elementary School (Mr. Goldman's class - For Books)	\$300.00	8/26/2013
Gift Donation (25 Free Flowrider Gift Cards)	SurfXtreme	EGUSD Attendance Campaign	\$548.75	8/27/2013
Gift Donation (105 Free Chicken Sandwich Coupons)	Chick-fil-A	EGUSD Attendance Campaign	\$355.95	8/28/2013
Cash Donation	West Ed - WRITE EL Study	T.R. Smedberg Middle School	\$200.00	8/28/2013
Gift Donation (20 Happy Meal & 20 Extra Value Meal Coupons)	McDonald's	EGUSD Attendance Campaign	\$249.60	8/29/2013
Cash Donation	PG&E Corporation Foundation	Franklin High School	\$478.00	9/3/2013
Cash Donation	Wells Fargo Foundation - Educational Matching Gift Program	Franklin High School	\$150.00	9/3/2013
Cash Donation	Raley's	Franklin High School	\$499.53	9/3/2013
Cash Donation	Wells Fargo Community Support Campaign	Franklin High School	\$150.00	9/3/2013

Prepared By:

Carrie Hargis

Division Approval:

Rich Fagan

Prepared By:

Superintendent Approval:

Steven M. Ladd, Ed.D.

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item
No:

31

Board Agenda Item

Supplement No.

Meeting Date:

October 1, 2013

Subject:

Ratification of Contracts

Department:

Fiscal Services

Action Requested:

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

Discussion:

Under current Board Policy 3312 "contracts under the bid limits can be approved by the Designated Personnel, subject to Board ratification". Staff recommends that the Board ratify the contracts on the attached sheet, which are under the bid limit of \$83,400 and have been approved by authorized district staff.

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

Financial Summary:

Please see funding information provided on attached schedule.

Prepared By: Carrie Hargis 

Division Approval:

Rich Fagan 

Prepared By: _____

Superintendent Approval:

Steven M. Ladd, Ed.D.

ELK GROVE UNIFIED SCHOOL DISTRICT
Fiscal Services

October 1, 2013 Board of Education Meeting
Agenda Item – Ratification of Contracts
Contracts under bid limit authorized 9/3/13-9/13/13

	Agreement With	Services Provided	Term of Agreement	Department	Funding Source	Amount
1.	Child Abuse Prevention Council of Sacramento, Inc.	Support services for foster youth utilizing AmeriCorps	9/17/2013-9/15/2014	Student Support & Health Services	Title I Neglected	\$21,578
2.	Communication Strategies	Telecommunication technology consulting	9/10/2013-10/31/2013	Technology Services	General Fund, Unrestricted	\$3,700
*3.	KVIE	Ready to Learn Community Partner	7/1/2013-6/30/2014	PreK-6 Education	No cost	-
*4.	Child & Family Institute	Assistance for crime victims residing in Sacramento County	9/5/2013-9/30/2016	Student Support & Health Services / PreK-6 Education	No cost	-
5.	Sacramento County Office of Education	California's Common Core State Standards training for Speech & Language Specialists	8/13/2013 10/17/2013 11/21/2013	Education Services/Special Education	Special Education Staff Development Grant	\$3,625
6.	AmericanWest Bank	Depository courier service	9/15/2013-30 day written notice of termination	Fiscal Services	General Fund, Unrestricted	\$7,500 estimated (based on fee for service)
7.	Advanced Business Technologies	Annual software maintenance for the free and reduced forms processing software	7/1/2013-6/30/2014	Food & Nutrition Services	Cafeteria Fund	\$5,880
8.	EMC Corporation	Basic evaluation agreements (2)	9/4/2013-11/29/2013	Technology Services	No anticipated cost	-
9.	Sacramento County Office of Education	California's Common Core State Standards training for John Ehrhardt Elem. third grade teachers	9/11/2013 9/13/2013 9/17/2013 1 day TBD	PreK-6 Education	General Fund, Unrestricted	\$1,675
10.	County of Sacramento	Contractor Certification of Compliance Form	7/1/2013-6/30/2014	Adult Education	No cost	-

* *Memorandum of Understanding.*

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item
No:

32

Board Agenda Item

Supplement No.

Meeting Date:

October 1, 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.

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:

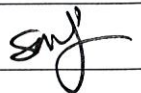
Rich Fagan



Prepared By:

Superintendent Approval:

Steven M. Ladd, Ed.D.



ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item
No:

33

Board Agenda Item

Supplement No.

Meeting Date:

October 1, 2013

Subject:

ADDENDUM TO CROWE HORWATH LLP LETTER
OF AGREEMENT DATED MARCH 28, 2012

Department:

Fiscal Services

Action Requested:

The Board of Education is asked to approve the September 10, 2013, letter from Crowe Horwath LLP, which is an addendum to Crowe Horwath LLP Letter of Agreement dated March 28, 2012.

Discussion:

The addendum is requested due to new standards related to independence for auditors. Those standards require Crowe Horwath LLP to identify any "non-audit" services that are performed for the district, and document those services as well as procedures to ensure that the auditor is independent. As part of the audit process, the independent auditors prepare district financial statements, including the Schedule of Expenditure of Federal Awards (SEFA), based on the Unaudited Actuals and other information that is provided to them by district staff. The preparation of the district's financial statements and the SEFA are considered "non-audit" services. This addendum to the engagement letter is for the district to acknowledge that Crowe Horwath LLP is preparing the financial statements.

District staff recommends approval of the September 10, 2013, letter from Crowe Horwath LLP, which is an addendum to Crowe Horwath LLP Letter of Agreement dated March 28, 2012. A copy of the March 28, 2012 Letter of Agreement is provided for reference.

Financial Summary:

No additional cost. Cost of 2013-14 independent auditor is included in the budget.

Prepared By: Carrie Hargis *Carrie Hargis*

Division Approval:

Rich Fagan *Rich Fagan*

Prepared By: _____

Superintendent Approval:

Steven M. Ladd, Ed.D.



Crowe Horwath LLP
Independent Member Crowe Horwath International
400 Capitol Mall, Suite 1200
Sacramento, California 95814-4434
Tel 916.441.1000
Fax 916.441.1110
www.crowehorwath.com

September 10, 2013

Mr. Rich Fagan
Assistant Superintendent, Business Services
Elk Grove Unified School District
9510 Elk Grove – Florin Road
Elk Grove, California 95624

This letter confirms the arrangements for Crowe Horwath LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to Elk Grove Unified School District ("the District" or "you" or "your") for the period ending June 30, 2013. This letter serves as an addendum to our letter dated March 28, 2012 confirming our understanding of audit services to be provided to the District.

Non-Audit Services – Preparation of Draft Financial Statements

The District will provide us with the necessary information to prepare the draft financial statements including the notes thereto. We are relying on the District to provide us with the detailed trial balance, note disclosure information and any other relevant report information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the financial statements.

You agree to be responsible to: make all management decisions and perform all management functions; designate an individual who possesses suitable skill, knowledge, and/or experience, preferably within senior management to oversee our services; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

Non-Audit Services – Preparation of the Schedule of Expenditure of Federal Awards

The District will provide us with the necessary information to prepare the draft schedule of expenditure of federal awards including the notes thereto. We are relying on the District to provide us with all information required by OMB A-133 for the schedule, notes and other relevant reporting information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the schedule of expenditures of federal awards.

You agree to be responsible to: make all management decisions and perform all management functions; designate an individual who possesses suitable skill, knowledge, and/or experience, preferably within senior management to oversee our services; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

Mr. Rich Fagan
Elk Grove Unified School District
September 10, 2013
Page 2

If the terms of this letter are acceptable to you, please sign and date below and return a copy of this letter at your earliest convenience. If you have any questions, please contact Steven Wescoatt at (916) 441-1000.

Very truly yours,

Crowe Horwath LLP

By: 

Crowe Horwath LLP and the Engagement Authorized Signer above are licensed by the California Board of Accountancy.

I have reviewed the arrangements outlined above and in the attached Crowe Engagement Terms, and I accept on behalf of the District the terms and conditions as stated.

Elk Grove Unified School District

Authorized Representative of the District's Management:

Signature: _____

Printed Name:

Rich Fagan

Title:

Associate Superintendent of
Finance & School Support

Date: _____

Crowe Engagement Terms

We want you to understand the basis under which we offer our services to you and determine our fees, as well as to clarify the relationship and responsibilities between your organization and ours. These terms are part of our engagement letter and apply to all future services, unless a specific engagement letter is entered into for those services. We specifically note that no advice we may provide should be construed to be investment advice. Each of these terms shall survive and apply after termination of this agreement.

YOUR ASSISTANCE - For us to provide our services effectively and efficiently, you agree to provide us timely with the information we request and to make your employees available for our questions. You will also provide our personnel with access to the Internet (if available). The availability of your personnel and the timetable for their assistance are key elements in the successful completion of our services and in the determination of our fees. Completion of our work depends on appropriate and timely cooperation from your personnel; complete, accurate, and timely responses to our inquiries; and timely communication by you of all significant accounting and financial reporting matters of which you are aware. If for any reason this does not occur, a revised fee to reflect the additional time or resources required by us will be mutually agreed upon, and you agree to hold us harmless against all matters that arise in whole or in part from any resulting delay.

If circumstances arise that, in our professional judgment, prevent us from completing this engagement, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or withdrawing from the engagement.

THIRD-PARTY PROVIDER - We may use a third-party service provider in providing professional services to you which may require our sharing your confidential information with the provider. If we use a third-party service provider, we will enter into a confidentiality agreement with the provider to require them to maintain the confidentiality of your confidential information. The terms of our engagement letter and these engagement terms shall apply to any third-party provider.

CONFIDENTIALITY - We will maintain the confidentiality of your confidential information in accordance with professional standards. You agree not to disclose any confidential material you obtain from us without our prior written consent, except to the extent such disclosure is an agreed objective of this engagement. Your use of our work product shall be limited to its stated purpose and to your business use only. We retain the right to use the ideas, concepts, techniques, industry data, and know-how we use or develop in the course of the engagement. You agree to the use of fax, email, and voicemail to communicate both sensitive and non-sensitive matters; provided, however, that nonpublic personal information regarding your customers or consumers shall not be communicated by unencrypted email.

CHANGES - We may periodically communicate changes in laws, rules, or regulations to you. However, you have not engaged us to and we do not undertake an obligation to advise you of changes in laws, rules, regulations, industry or market conditions, your own business practices, or other circumstances, except to the extent required by professional standards.

PUBLICATION - You agree to obtain our specific permission before using our report or our firm's name in a published document, and you agree to submit to us copies of such documents to obtain our permission before they are filed or published.

NO PUNITIVE OR CONSEQUENTIAL DAMAGES - Any liability of Crowe to you shall not include any special, indirect, consequential, incidental, punitive, or exemplary damages or loss nor any lost profits, savings, or business opportunity.

LIMIT OF LIABILITY - The provisions of this section establishing a limit of liability will not apply if, as determined in a judicial proceeding, we performed our services with gross negligence or willful misconduct. Our engagement with you is not intended to shift risks normally borne by you to us. With respect to any services or work product or this engagement in general, the liability of Crowe and its personnel shall not exceed the fees we receive for the portion of the work giving rise to liability. A claim for a return of fees paid shall be the exclusive remedy for any damages. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted. This limitation of liability shall also apply after termination of this agreement.

INDEMNIFICATION FOR THIRD-PARTY CLAIMS - The provisions of this section for indemnification will not apply if, as determined in a judicial proceeding, we performed our services with gross negligence or with willful misconduct. Our engagement with you is not intended to shift risks normally borne by you to us. In the event of a legal proceeding or other claim brought against us by a third party, you agree to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages, and liabilities, including defense costs and legal fees, associated with such third-party claim arising from or relating to any services or work product that you use or disclose to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted. This indemnification shall also apply after termination of this agreement.

NO TRANSFER OR ASSIGNMENT OF CLAIMS - No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

TIME LIMIT ON CLAIMS - In no event shall any action against Crowe arising from or relating to this engagement letter or the services provided by Crowe relating to this engagement be brought after the earlier of 1) two (2) years after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

RESPONSE TO LEGAL PROCESS - If we are requested by subpoena, other legal process, or other proceedings to produce documents pertaining to you and we are not a named party to the proceeding, you will reimburse us for our professional time, plus out-of-pocket expenses, as well as reasonable attorney fees we incur in responding to such request.

MEDIATION - If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between you or any of your affiliates or principals, and Crowe, and if the dispute cannot be settled through negotiation, you and Crowe agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. The results of mediation shall be binding only upon agreement of each party to be bound. Costs of any mediation shall be shared equally by both parties.

JURY TRIAL WAIVER - FOR DISPUTES LITIGATED IN ANY FORUM OTHER THAN CALIFORNIA STATE COURT -- For all matters not brought in California state court, the parties agree to waive a trial by jury to facilitate judicial resolution and to save time and expense. Each party agrees that it has had the opportunity to have its legal counsel review this waiver. This waiver is irrevocable, may not be modified either orally or in writing, and shall apply to any subsequent amendments, renewals, or modifications to this Agreement. In the event of litigation, this Agreement may be filed as written consent to a trial by court.

FOR DISPUTES LITIGATED IN CALIFORNIA STATE COURT - Following mediation, all claims, causes of action or other disputes concerning this engagement (each a "Claim"), including questions of law or fact relating thereto, shall upon either party's request be determined by judicial reference pursuant to the California Code of Civil Procedure ("Reference"). The parties shall select a single neutral referee, who shall be an attorney who is also a certified public accountant. In the event that the parties cannot agree upon a referee, the referee shall be appointed by the court, but such referee shall be an attorney who is also a certified public accountant. The referee shall report a statement of decision to the court. Nothing in this paragraph shall limit the right of any party at any time to cease work or otherwise exercise or obtain self-help or provisional remedies. The parties shall bear the fees and expenses of the referee equally. The referee shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph. The parties acknowledge and agree that the Claims will not be adjudicated by a jury.

LEGAL AND REGULATORY CHANGE - The scope of services and the fees for the services covered by the accompanying letter are based on current laws and regulations. If changes in laws or regulations change your requirements or the scope of our work, you and we agree that our fees will be modified to a mutually agreed-upon amount to reflect the changed level of our effort.

NON-SOLICITATION - You and we acknowledge the importance of retaining key personnel. Accordingly, both parties agree that during the period of this agreement and for one year after its expiration or termination, neither party will solicit any personnel of the other party for employment without the written consent of the other party. If an individual becomes an employee of the other party, the other party agrees to pay a fee equal to the individual's compensation for the prior full twelve-month period to the original employer.

AFFILIATES - Crowe Horwath LLP ("Crowe") is an independent member of Crowe Horwath International, a Swiss verein. Each member firm of Crowe Horwath International is a separate and independent legal entity. Crowe and its affiliates are not responsible or liable for any acts or omissions of Crowe Horwath International or any other member of Crowe Horwath International and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Horwath International or any other member of Crowe Horwath International. Crowe Horwath International does not render any professional services and does not have an ownership or partnership interest in Crowe. Crowe Horwath International and its other member firms are not responsible or liable for any acts or omissions of Crowe and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe.

NOTIFICATION OF NON-LICENSEE OWNERSHIP - Crowe Horwath LLP ("the Firm") and certain owners of the Firm are licensed by the California State Board of Accountancy. However, the Firm has owners not licensed by the California State Board of Accountancy who may provide client services under this agreement. If you have any questions regarding licensure of the personnel performing services under this engagement, please do not hesitate to contact us.

MARCH 28, 2012
CROWE HORWATH LLP
LETTER OF AGREEMENT



March 28, 2012

Crowe Horwath LLP
Independent Member Crowe Horwath International
400 Capitol Mall, Suite 1200
Sacramento, California 95814-4434
Tel 916.441.1000
Fax 916.441.1110
www.crowehorwath.com

Mr. Rich Fagan
Assistant Superintendent
Elk Grove Unified School District
9510 Elk Grove - Florin Road
Elk Grove, CA 95624

Dear Mr. Fagan:

This letter confirms the agreement for Crowe Horwath LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to Elk Grove Unified School District ("the District" or "you" or "your") for the years ending June 30, 2012, 2013 and 2014. Crowe and the District shall be collectively referred to as the "Parties," and separately as a "Party." This agreement shall begin on March 28, 2012 and shall terminate on December 31, 2014. The attached Crowe Engagement Terms is an integral part of this engagement letter ("engagement letter" or "agreement"), and its terms are incorporated herein.

AUDIT SERVICES

Our Responsibilities

We will audit the financial statements of the governmental activities, the business-type activities (if applicable), the aggregate discretely presented component units (if applicable), each major fund and the aggregate remaining fund information, which collectively comprise the basic financial statements of the District for each of the periods indicated. Also, the document we submit to you will include the following additional information that will be subjected to the auditing procedures applied in our audit of the financial statements:

1. District Organization
2. Schedule of Average Daily Attendance
3. Schedule of Instructional Time
4. Schedule of Expenditures of Federal Awards
5. Reconciliation of Unaudited Actual Financial Report with Audited Financial Statements
6. Schedule of Financial Trends and Analysis
7. Schedule of Charter Schools
8. Schedule of First 5 Revenues and Expenditures

The document will also include the following additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion:

1. Required Supplementary information - Management's Discussion and Analysis
2. Required Supplementary information - Budgetary Comparison Schedule
3. Required Supplementary information - Other Postemployment Benefits

The objective of the audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America, and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on the following:

- Compliance with state laws and regulations
- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with law, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*

We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, as described in the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996, and the provisions of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* and the *Standards and Procedures for Audits of California K-12 Local Educational Agencies*, prescribed by the State of California. Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud, to report on the Schedule of Expenditures of Federal Awards, and on your compliance with laws and regulations and on its internal controls as required for a single audit. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards.

An audit is not designed to detect error or fraud that is immaterial to the financial statements. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount we believe would influence the financial statement users. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

In making our risk assessments, we consider internal control relevant to the preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

We expect to issue a written report upon completion of our audit of the financial statements. If our opinion is other than unqualified, we will fully discuss the reasons with you in advance.

Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph, or withdraw from the engagement. If we are unable to complete the audit or if we are unable to form an opinion, we may decline to issue a report as a result of this engagement and the District will only be billed for the charges incurred to date.

In addition to our report on the financial statements, we plan to report on:

- Compliance with State Laws and Regulations
- Compliance with Requirements Applicable to the First 5 Sacramento County Program and on Internal Control over Compliance in Accordance with a Program-Specific Audit

- The Schedule of Expenditures of Federal Awards
- Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With Government Auditing Standards
- Compliance With Requirements That Could Have a Direct and Material Effect on Each Major Program and on Internal Control Over Compliance in Accordance With OMB Circular A-133

We will also perform tests of controls including testing underlying transactions, as required by OMB Circular A-133, to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of your major federal awards programs. We will determine major programs in accordance with OMB Circular A-133. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed. We will inform you of any deficiencies or other matters involving internal control, if any, as required by OMB Circular A-133.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. However, the objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

OMB Circular A-133 requires that we plan and perform the audit to obtain reasonable assurance about whether you have complied with certain provisions of laws, regulations, contracts and grants. Our procedures will consist of the applicable procedures described in the OMB Circular A-133 Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of your major programs. The purpose of our audit will be to express an opinion on your compliance with requirements applicable to major Federal award programs.

Our audit and work product are intended for the benefit and use of the District only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party. Our reports on internal control and compliance will each include a statement that the report is intended for the information and use of the Board of Trustees I Board of Education, management, the California Department of Education, the State Controller's Office and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

The working papers for this engagement are the property of Crowe and constitute confidential information. However, we may be requested to make certain workpapers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such workpapers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected workpapers to your oversight agency or grantors. The workpapers for this engagement will be retained for a minimum of seven years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit ending, we will contact the party contesting the audit finding for guidance prior to destroying the workpapers. Crowe does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by government or regulatory agencies.

Government Auditing Standards require that we provide you with a copy of our most recent peer review report, which accompanies this letter along with the related letter of comment and response thereto.

The District's Responsibilities

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud. The District's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings, which should be available for our review, and a corrective action plan.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, safeguard assets, and design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements and to its compliance with the requirements of its Federal programs. Because of the importance of management's representations to an effective audit, you agree to release Crowe and its personnel from any liability and costs relating to our services under this letter attributable to any misrepresentations by management.

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will also provide copies of our reports to the State Controller's Office, the California Department of Education and your County Office of Education. However, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of thirty days after receipt of the auditor's reports or nine months after the end of the audit period.

The District reserves the right to cancel this agreement at any time and for any reason with thirty (30) days written notice. Notice shall be sent via regular mail to:

Steven E. Wescoatt, Partner
400 Capitol Mall, Suite 1200
Sacramento, California 95834

FEES

Our fees, including out-of-pocket expenses, will not exceed those shown in the schedule, below. Our invoices are due and payable upon receipt. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

Fiscal Year Ending	District Financial Statement Audit	First 5 Compliance Audit	Total
June 30, 2012	\$ 78,000	\$ 2,000	\$ 80,000
June 30, 2013	\$ 78,000	\$ 2,000	\$ 80,000
June 30, 2014	\$ 80,000	\$ 3,000	\$ 83,000

In accordance with the requirements of Education Code Section 14505, the District will not be required to pay the final 10% of this amount until the current year audit report has been accepted by the State Controller's Office.

Circumstances may arise under which we must perform additional work and, thus, require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing audit requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- New or unusual transactions
- Failure of your staff to prepare information in a timely manner
- Numerous revisions to your information
- Lack of availability of appropriate District personnel during audit fieldwork

Additionally, to accommodate requests to reschedule audit fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed-upon deadlines could be impacted. However, if significant additional time is necessary, we will first discuss it with the District and arrive at a new deadline and/or fee estimate before incurring the additional costs. The table, set forth below, describes the hourly rates for the period of June 30, 2012 through June 30, 2014.

Partner	\$ 350
Senior Vice President	\$ 275
Vice President	\$ 250
Supervising Associate	\$ 200
Senior Associate	\$ 150
Associate	\$ 125
Administrative	\$ 40

Our fee assumes that we will be provided with auditable financial statements for all funds at year end, that all bank accounts and investment accounts will be reconciled through the end of the year being audited to the trial balances, that interfund and transfer accounts will balance, that subsidiary ledgers will reconcile to the general ledger, that beginning fund equity amounts will be reconciled to prior year audited ending fund equity and that the District will have recorded full-accrual entries to the District's accounts in order to prepare government-wide financial statements in accordance with GASB Statement No. 34. We assume that the District will cooperate with our requests for information such as explanations of account activity.

Mr. Rich Fagan
Elk Grove Unified School District
March 28, 2012
Page 6

Additionally, we assume the District will provide a copy of the capital assets ledger including current year additions and dispositions and depreciation by functional expense. We assume that requested records such as invoices, contracts, grant agreements and supporting documentation will be located and provided to us. We also assume the District will prepare confirmation letters, the Introductory Section, the MD8-A section and the Statistical section of the report.

Our fee does not include implementation of any other future accounting or auditing pronouncements and/or government requirements that may change, thus, the scope or amount of auditing necessary to complete our engagements may increase beyond what is currently anticipated. Should such events occur, we would present you with our estimate of any possible increase prior to beginning our audit for the given year. An equitable adjustment in the proposed fee will be negotiated if the cost of time required for performance of the audit service is increased or decreased pursuant to a change in scope of the audit requested by the District or required by State or Federal regulations.

* * * * *

This engagement letter and the attached Crowe Engagement Terms reflect the entire agreement between the Parties relating to the services covered by this agreement. The headings included in this agreement are to assist in ease of reading only; the engagement letter and attachment(s) are to be construed as a single document, with the provisions of each section applicable throughout. This agreement may not be amended or varied except by a written document signed by both Parties. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this engagement letter. The terms of this agreement between the District and Crowe contained in this engagement letter shall survive the completion or termination of this engagement. If any term hereof is found unenforceable or invalid, this shall not affect the other terms hereof, all of which shall continue in effect as if the stricken term had not been included. This agreement shall be interpreted and construed under, and governed by the internal laws of the State of California, without regard for choice of law principles.

Mr. Rich Fagan
Elk Grove Unified School District
March 28, 2012
Page 7

If the terms of this engagement letter and the attached Crowe Engagement Terms are acceptable to you, please sign and date below and return a copy of this letter at your earliest convenience. If you have any questions, please Contact Steve Wescoatt at (916) 441-1000.

Very truly yours,

Crowe Horwath LLP

By: 

Crowe Horwath LLP and the Engagement Authorized Signer above are licensed by the California Board of Accountancy.

I have reviewed the arrangements outlined above and in the attached Crowe Engagement Terms, and I accept on behalf of the District the terms and conditions as stated. However, Crowe understands that this agreement shall not become effective until it has been ratified by the District's Governing Board in accordance with its policies and practices.

Elk Grove Unified School District

Signature: 

Printed Name: Mr. Steven M. Ladd

Title: Superintendent

Date: April 12, 2012

Crowe Engagement Terms

We want you to understand the basis under which we offer our services to you and determine our fees, as well as to clarify the relationship and responsibilities between your organization and ours. These terms are part of our engagement letter and apply to all future services, unless a specific engagement letter is entered into for those services. We specifically note that no advice we may provide should be construed to be investment advice.

YOUR ASSISTANCE - For us to provide our services effectively and efficiently, you agree to provide us timely with the information we request and to make your employees available for our questions. You will also provide our personnel with access to the Internet (if available). The availability of your personnel and the timetable for their assistance are key elements in the successful completion of our services and in the determination of our fees. Completion of our work depends on appropriate and timely cooperation from your personnel; complete, accurate, and timely responses to our inquiries; and timely communication by you of all significant accounting and financial reporting matters of which you are aware. If for any reason this does not occur, a revised fee to reflect the additional time or resources required by us will be mutually agreed upon, and you agree to hold us harmless against all matters that arise in whole or in part from any resulting delay.

If circumstances arise that, in our professional judgment, prevent us from completing this engagement, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or withdrawing from the engagement. However, we will discuss our decision to decline to express an opinion, issue a work product or withdraw from the engagement, before doing so.

THIRD PARTY PROVIDER - We may, with the District's consent which shall not be unreasonably withheld, use a third-party service provider in providing professional services to you which may require our sharing your confidential information with the provider. If we use a third-party service provider, we will enter into a confidentiality agreement with the provider to require them to maintain the confidentiality of your confidential information. The terms of our engagement letter and these engagement terms shall apply to any third party provider.

CONFIDENTIALITY - We will maintain the confidentiality of your confidential information in accordance with professional standards. The Parties agree not to disclose any confidential material either Party obtains from the other without our prior written consent of the non-disclosing Party, except to the extent such disclosure is an agreed objective of this engagement. The District's use of Crowe's work product shall be limited to its stated purpose and to your business use only. Crowe retains the right to use the ideas, concepts, techniques, industry data, and know-how it uses or develops in the course of the engagement. The Parties agree to the use of fax, email, and voicemail to communicate both sensitive and non-sensitive matters; provided, however, that nonpublic personal information regarding customers or consumers shall not be communicated by unencrypted email.

CHANGES - We may periodically communicate changes in laws, rules, or regulations to you. However, you have not engaged us to and we do not undertake an obligation to advise you of changes in laws, rules, regulations, industry or market conditions, your own business practices, or other circumstances, except to the extent required by professional standards.

PUBLICATION - You agree to obtain our specific permission before using our report or our firm's name in a published document, and you agree to submit to us copies of such documents to obtain our permission before they are filed or published.

NO PUNITIVE OR CONSEQUENTIAL DAMAGES - Any liability of Crowe to you shall not include any special, indirect, consequential, incidental, punitive, or exemplary damages or loss nor any lost profits, savings, or business opportunity.

LIMIT OF LIABILITY - The provisions of this section establishing a limit of liability will not apply if, as determined in a judicial proceeding, we performed our services with gross negligence or willful misconduct. Our engagement with you is not intended to shift risks normally borne by you to us. With respect to any services or work product or this engagement in general, the liability of Crowe and its personnel shall not exceed two times the fees we receive for the portion of the work giving rise to liability. A claim for actual damages of up to two times the fees actually paid shall be the exclusive remedy for any damages. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted. This limitation of liability shall also apply after termination of this agreement.

INDEMNIFICATION FOR THIRD-PARTY CLAIMS - The provisions of this section for indemnification will not apply if, as determined in a judicial proceeding, we performed our services with gross negligence or with willful misconduct. Our engagement with you is not intended to shift risks normally borne by you to us. In the event of a legal proceeding or other claim brought against us by a third party, you agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages, and liabilities, including defense costs and legal fees, associated with such third-party claim arising from or relating to any services or work product that you use or disclose to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted. This indemnification shall also apply after termination of this agreement.

NO TRANSFER OR ASSIGNMENT - No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part. Furthermore, Crowe agrees not to assign or otherwise transfer, in whole or in part, any of the services Crowe has agreed to provide, as stated in the engagement letter, to a third party. However, Crowe may use a third-party service provider in providing professional services, as set forth above in the paragraph entitled "Third Party Provider" with the consent of the District.

TIME LIMIT ON CLAIMS - In no event shall any action against you or Crowe, arising from or relating to this engagement letter or the services provided by Crowe relating to this engagement, be brought after the earlier of 1) two (2) years after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

RESPONSE TO LEGAL PROCESS - If we are requested by subpoena, other legal process, or other proceedings to produce documents pertaining to you and we are not a named party to the proceeding, you will reimburse us for our professional time, plus out-of-pocket expenses, as well as reasonable attorney's fees that we incur in responding to such request.

MEDIATION - If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between you or any of your affiliates or principals, and Crowe, and if the dispute cannot be settled through negotiation, you and Crowe agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. The results of mediation shall be binding only upon agreement of each party to be bound. Costs of any mediation shall be shared equally by both parties.

JURY TRIAL WAIVER - FOR DISPUTES LITIGATED IN ANY FORUM OTHER THAN CALIFORNIA STATE COURT - For all matters not brought in California state court, the parties agree to waive a trial by jury to facilitate judicial resolution and to save time and expense. Each party agrees that it has had the opportunity to have its legal counsel review this waiver. This waiver is irrevocable, may not be modified either orally or in writing, and shall apply to any subsequent amendments, renewals, or modifications to this Agreement. In the event of litigation, this Agreement may be filed as written consent to a trial by court.

FOR DISPUTES LITIGATED IN CALIFORNIA STATE COURT - Following mediation, all claims, causes of action or other disputes concerning this engagement (each a "Claim"), including questions of law or fact relating thereto, shall upon either party's request be determined by judicial reference pursuant to the California Code of Civil Procedure ("Reference"). The parties shall select a single neutral referee, who shall be an attorney who is also a certified public accountant. In the event that the parties cannot agree upon a referee, the referee shall be appointed by the court, but such referee shall be an attorney who is also a certified public accountant. The referee shall report a statement of decision to the court. Nothing in this paragraph shall limit the right of any party at any time to cease work or otherwise exercise or obtain self-help or provisional remedies. The parties shall bear the fees and expenses of the referee equally. The referee shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph. The parties acknowledge and agree that the Claims will not be adjudicated by a jury.

LEGAL AND REGULATORY CHANGE - The scope of services and the fees for the services covered by the accompanying letter are based on current laws and regulations. If changes in laws or regulations change your requirements or the scope of our work, you and we agree that our fees will be modified to a mutually agreed-upon amount to reflect the changed level of our effort.

CONSENT TO HIRE - You and we acknowledge the importance of retaining key personnel. Accordingly, both parties agree that during the period of this agreement and for one year after its expiration or termination, neither party will solicit any personnel of the other party for employment without the written consent of the other party.

AFFILIATES - Crowe Horwath LLP ("Crowe") is an independent member of Crowe Horwath International, a Swiss verein. Each member firm of Crowe Horwath International is a separate and independent legal entity. Crowe and its affiliates are not responsible or liable for any acts or omissions of Crowe Horwath International or any other member of Crowe Horwath International and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Horwath International or any other member of Crowe Horwath International. Crowe Horwath International does not render any professional services and does not have an ownership or partnership interest in Crowe. Crowe Horwath International and its other member firms are not responsible or liable for any acts or omissions of Crowe and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe.

NOTIFICATION OF NON-LICENSEE OWNERSHIP - Crowe Horwath LLP ("the Firm") and certain owners of the Firm are licensed by the California State Board of Accountancy. However, the Firm has owners not licensed by the California State Board of Accountancy who may provide client services under this agreement. If you have any questions regarding licensure of the personnel performing services under this engagement, please do not hesitate to contact us.

AICPA Peer Review Program
Administered by the
National Peer Review Committee

December 17, 2010

Charles Allen, CPA
Crowe Horwath LLP
One Mid America Pl Ste 700
Oakbrook Terrace, IL 60181

Dear Mr. Allen:

It is my pleasure to notify you that on December 9, 2010, the National Peer Review Committee accepted the report on the most recent system peer review of your firm. The due date for your next review is December 31, 2013. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Sincerely,



Betty Jo Charles
Chair—National PRC

cc: Jeff Brown, CPA

Firm Number: 10014904

Review Number: 311547

MOSS ADAMS LLP

System Review Report

To the Partners of Crowe Horwath LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Crowe Horwath LLP (the firm) applicable to non SEC issuers in effect for the year ended June 30, 2010. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards*, audits of employee benefit plans, and audits performed under FDICIA.

In our opinion, the system of quality control for the accounting and auditing practice of Crowe Horwath LLP applicable to non SEC issuers in effect for the year ended June 30, 2010, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Crowe Horwath LLP has received a peer review rating of *pass*.

Moss Adams LLP

November 5, 2010

Board Agenda Item

Supplement No. _____

Meeting Date October 1, 2013Subject:Division: Student Services**2013-2014 Annual Master Contract for Nonpublic Agencies and Nonpublic Schools**Action Requested:

The Board of Education is asked to approve the Elk Grove Unified School District's 2013-2014 Annual Master Contracts for Nonpublic Agencies (NPA) and Nonpublic Schools (NPS).

Discussion:

The Board of Education is requested to approve the master contracts of the Nonpublic Agencies and Nonpublic Schools for the 2013-2014 school year.

Each year the district meets with representatives from each NPS/NPA to negotiate hourly or daily rates. This negotiation begins in March for the ensuing school year. District administration, including the Director of Special Education, and Program Specialists, are experienced and well versed with the area NPA and NPS options. They also have a high level of expertise with residential placement programs both in and out of state. They are familiar with the quality of programming as well as the costs associated with NPA/NPS services. This level of expertise has enabled us to ensure appropriate and optimal programming are afforded our students, while costs are contained.

As a result of this, over the past five years the hourly and daily rates of these contracts have been frozen or reduced. No cost of living adjustments have been granted and all NPA providers' rates were reduced by 5%. The master contract does not specify a predetermined, fixed amount. Rather it indicates the hourly or daily rate for each NPS/NPA. It is the district that sets the rate. It is important to note that the annual NPA/NPS expenditures paid to a given provider may vary considerably from year to year. This is due to the needs of students which are legally defined in Students' Individualized Education Plans (IEP).

The Master Contract process includes:

- Meeting with all NPA/NPS to negotiate rates and clarify the master contract – March through May
- Master contracts sent to NPA/NPS – May/June
- Contracts returned and Board approved by June 30

This year was an anomaly due to our need for legal modifications to the Master Contract. This legal action delayed the Board approval process. It is important to note that the Master Contract has a 90-day extension. This 90-day extension contemplates the possibility of circumstances that may arise and maintains past years rates until the circumstances are resolved. This is critical given the fluidity of needs based upon changing student enrollments and specific student circumstances. While the 2012/13 contract ended on June 30, 2013, we are bringing to the Board all finalized contracts within the 90 day extension period. All services currently being provided by NPA/NPS are required by law as defined through the IEP process.

Financial Summary:Prepared By: Mark Cerutti M.C.Division Approval: Mark Cerutti

Prepared By: _____

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

Board Agenda Item

Supplement No. _____

Meeting Date October 1, 2013**Subject:**Division: Curriculum./Professional Learning

**2013-2014 Sacramento County Office of Education Memorandum of Agreement #582:
Technical Assistance Provider for Professional Development and Instructional Support Services**

Action Requested:

The Board of Education is requested to receive and approve the Sacramento County Office of Education Memorandum of Agreement #582 to provide professional development and instructional support services as a Technical Assistance Provider to Elk Grove Unified School District staff for the 2013-2014 school year.

Discussion:

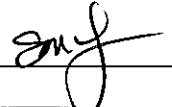
As a requirement of the Math Generation/Bechtel Grant, the District is to contract with an outside Technical Assistance Provider who will provide content knowledge and pedagogical expertise specific to the Common Core State Standards for Math. The Sacramento County Office of Education was selected as the District's Technical Assistance Provider due to their Common Core State Standards Math expertise, and their familiarity with the Elk Grove Unified School District's Common Core State Standards implementation plan and ability to partner effectively with key staff within the Department of Curriculum and Professional Learning.

Financial Summary:

The cost for the professional development provided by the Sacramento County Office of Education for 2013-2014 is \$39,000. The funding source is provided through the Math Generation/Bechtel Grant.

Prepared By: Mark Cerutti Division Approval: Mark Cerutti

Prepared By: _____

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

MEMORANDUM OF UNDERSTANDING

Agreement # 582

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

The purpose of this MOU is to detail the roles and responsibilities of SCOE and the District in regards to delivering instructional support services to the staff. Once signed by both parties this MOU is in effect through June 30, 2014, and may be terminated by either entity in writing, but not less than seven business days prior to the first day of service.

SCOE agrees to:

1. Provide a primary contact person and service provider(s) for all work under this MOU.

MOU Contact:

Dave Chun

916-228-2244

dchun@scoe.net

Services provided by:

Fran Gibson

916-228-2312

fgibson@scoe.net

2. Provide the following services:

- a. Provide fifty-two days of site-based implementation of Common Core State Standards for mathematics training and support for the district staff. Refer to Exhibit A attached for training and site-based support details. Locations are to be determined. Support includes:

- Training and coaching PLC leaders
- Support of PLC meetings
- Administrator training
- Assessment support
- Professional development

3. Provide an evaluation of services.
4. Invoice the district upon completion of services.

Billing address:

Elk Grove Unified School District
9510 Elk Grove Florin Road
Elk Grove, CA 95624

District agrees to:

1. Provide a primary contact person for all work under this agreement.

Steven M. Ladd, Ed.D., Superintendent

(916) 986-7700

sladd@egusd.net

2. Participate in an evaluation of services.
3. Provide insurance and indemnification.
4. Remit payment to SCOE within 60 days of invoicing. The fee is \$750/per day, or \$39,000.

MEMORANDUM OF UNDERSTANDING

Agreement # 582

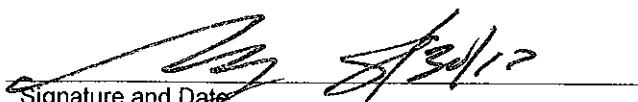
Indemnity. Each party agrees to defend, indemnify, and hold harmless the other party (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged act or omission of the indemnifying party, its director, agents, officers, or employees arising from the indemnifying party's duties and obligations described in this agreement or imposed by law.

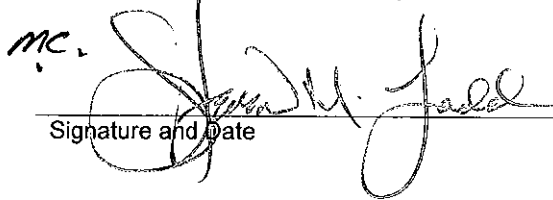
It is the intention of the parties that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective elected and appointed officials, employees, representatives, agents, and subcontractors. It is also the intention of the parties that where comparative fault is determined to have been contributory, principles of comparative fault will be followed.

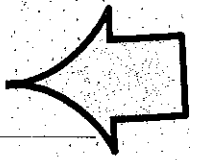
SCOE and District shall monitor this agreement to oversee implementation of services.

Sacramento County Office of Education
Mark Vigario, Assistant Superintendent
Educational Services

Elk Grove Unified School District
Steven M. Ladd, Ed.D., Superintendent


Signature and Date

MC

Signature and Date



MEMORANDUM OF UNDERSTANDING**Agreement # 582****Exhibit A****Grade Level Math, Training and Professional Development**

Date	Location	Grade	Content
August 15, 2013			
August 28, 2013			
September 5, 2013			
September 10, 2013			
September 16, 2013			
September 18, 2013			
September 25, 2013			
September 30, 2013			
October 7, 2013			
October 9, 2013			
October 21, 2013			
October 8, 2013			
October 23, 2013			
October 28, 2013			
October 30, 2013			
November 7, 2013			
November 14, 2013			
November 18, 2013			
November 20, 2013			
December 9, 2013			
December 17, 2013			
December 18, 2013			
January 13, 2014			
January 15, 2014			
January 27, 2014			
January 29, 2014			
February 5, 2014			
February 13, 2014			
February 19, 2014			
February 24, 2014			
February 26, 2014			
March 3, 2014			
March 5, 2014			
March 10, 2014			
March 22, 2014			
March 24, 2014			
March 26, 2014			
April 2, 2014			
April 7, 2014			
April 21, 2014			
April 23, 2014			
April 28, 2014			
April 30, 2014			
May 5, 2014			
May 7, 2014			
May 14, 2014			
May 19, 2014			
May 28, 2014			
June 2, 2014			
June 4, 2014			
June 9, 2014			
June 11, 2014			
One discretionary day			

Board Agenda Item

Subject:

Supplemental Educational Services Provider Contracts

Division: Learning Support Services**Action Requested:**

The Board of Education is requested to approve the Supplemental Educational Services Provider Contracts.

Discussion:

In the 2013-2014 school year twelve schools in the Elk Grove Unified School District (EGUSD) are identified as Year 2 or beyond in Program Improvement. As a result of this, EGUSD is required by the Elementary and Secondary Education Act (ESEA) to offer Supplemental Educational Services (SES) to eligible students attending these schools. The number of eligible students and the amount of tutoring services received per student are determined by the per pupil allocation (PPA) set by the California Department of Education and the hourly rate each provider sets for their services. The tutoring services are free to eligible students, and are provided by companies that have had their curriculum and program approved by the California Department of Education prior to submitting an application to provide services for EGUSD.

The Board of Education is asked to approve the SES Provider contracts for the 2013-2014 school year for the following providers:

Sylvan Learning Center/ Zingerham	A Tree of Knowledge Educational
Club Z! Progressive Instruction, LLC	Jump Into Math
Tutor Works INC	Preferred Choice
Jump Into Reading	Target Excellence Program, Inc.
New Horizons Tutoring	!#1 A+ Student Learning Academy!
Community College Foundation	Studentnest.com
Brain Hurricane, LLC	Sullivan Learning Systems, Inc.
Roberts Family Development Center	The Learning Curve
Future Stars Tutoring Services	!!1A1 Tutoria Tablet Computer!!
A Better Tomorrow Education	Total Education Solutions
#1 in Learning Online, Inc.	!!!Apple iPad & Android Tablet Tutoring!!!

Financial Summary:

This plan will be funded with Title I set-aside, as mandated by ESEA.

Prepared By: Sonjhia Lowery *SL*Division Approval: Mark Cerutti *M.C.*

Prepared By: _____

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

Board Agenda Item

Supplement No. _____

Meeting Date October 1, 2013**Subject:**Division: Secondary Education**Agreement to employ independent contractor as external coach for Linked Learning Pilot Project****Action Requested:**

The Board is asked to approve an independent contractor agreement with Tom Besaw to employ him as the external coach for the Elk Grove Unified School District's (EGUSD) Linked Learning Pilot Project.

Discussion:

The Board is asked to approve an independent contractor agreement with Tom Besaw to employ him as the external coach for the Elk Grove Unified School District's Linked Learning Pilot Project. This one-time contract will take effect upon approval by the board and will expire at the end of the current school year, June 30, 2014.

EGUSD is one of 20 state educational agencies selected to implement the four-year Linked Learning Pilot Project. The purpose of the project is to implement a district-wide system that connects rigorous academics with technical training, work-based learning and target student support. As part of the project, the California Department of Education recommends that agencies employ an external coach, or evaluator.

Tom Besaw is a retired educator now working with private foundations, state organizations and local communities to align the goals of K-12 and post-secondary education, business and industry and municipalities. Implementation of linked learning programs – or career pathways/academies – is a primary focus of this work. Mr. Besaw is a long-time coach with the Ford Motor Company Foundation's Next Generation Learning project and has been involved with the implementation of linked learning programs in Florida, Georgia and Kentucky.

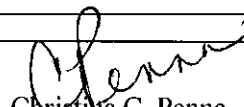
During 2013-14, EGUSD proposes to employ Mr. Besaw for the equivalent of 27 days of coaching. Mr. Besaw will provide coaching through a combination of two on-site meetings with the district's Linked Learning Leadership Team and teleconferences, phone calls and emails with Superintendent Steven M. Ladd, Director of College/Career Options Kathy Hamilton and other members of the district's Linked Learning implementation team. Mr. Besaw also will participate in four days of Linked Learning training in California provided by the California Department of Education.

Financial Summary:

EGUSD projects that the cost to employ Mr. Besaw will be between \$23,720-24,820. That figure includes \$18,200 as compensation for his consulting services. The remainder of the cost will be for travel to and lodging in California. The source of funding for this cost will be a Linked Learning grant of \$80,000.

Prepared By: Kathy Hamilton

Division Approval: _____


Christina C. Penna

Prepared By: _____

Superintendent Approval: _____

Steven M. Ladd, Ed.D. 

Board Agenda Item**Subject:**Division: Adult and Community Education

General Child Care & Development Programs award for Fiscal Year 2013-2014.

Contract# CCTR-3190

Action Requested:

The Board of Education is asked to approve the resolution authorizing the Child Development Division's General Child Care and Development Programs award for Fiscal Year 2013-2014.

Discussion:

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

EGUSD maintains contractual relationships with three vendors – CDI, KU Champions LLC and the Young Men's Christian Association of Superior California – to provide both subsidized and fee-based child care and development services at 29 district elementary schools. Those agreements came before the Governing Board for action at its July 2013 meeting.

Additionally, EGUSD has a separate agreement with CDI to administer its \$785,509 General Child Care and Development Programs award. Subsequent to the Board's approval of this resolution, EGUSD and CDI will execute a memorandum of understanding for the subcontract of the funding to CDI.

Financial Summary:

Contract amount: \$785,509

Prepared By: Kathy HamiltonDivision Approval: Christina Penna, Associate Superintendent

Prepared By: _____

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



CALIFORNIA
DEPARTMENT OF
EDUCATION

CCTR
TOM TORLAKSON
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

July 1, 2013

2013–14 Child Care and Development Contracts

REQUIRED ATTACHMENT CHECK LIST

A complete contract package will consist of the items identified below.

Complete this checklist to confirm the items in your contract package. Place a check mark or "X" next to each item that you are submitting to the State. For your contract package to be complete, all required attachments/documents listed below must be submitted and included with your contract package. This checklist should also be returned with your contract package.

Attachment Name/Description

- ☐ Two (2) Original Signed Child Care Contracts
(including all applicable attachments)
- ☐ Contractor Certification Clauses (CCC-307)
- ☐ Federal Certification CO.8 (Rev. 5/07), if applicable
- ☐ Resolution (if applicable)

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 13 - 14

DATE: July 01, 2013

CONTRACT NUMBER: CCTR-3190

PROGRAM TYPE: GENERAL CHILD CARE &
DEV PROGRAMS

PROJECT NUMBER: 34-6731-00-3

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**CONTRACTOR'S NAME:** ELK GROVE UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>), the CURRENT APPLICATION, and an AGENCY SITE LISTING (ATTACHMENT A) which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The contractor's signature also certifies compliance with "General Terms and Conditions," (GTC 610/Exhibit A) which by this reference is incorporated herein.

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

The period of performance for this contract is July 01, 2013 through June 30, 2014. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$785,509.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 22,848.0


Minimum Days of Operation (MDO) Requirement 250

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

Exhibit A, General Terms and Conditions attached.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Carrie Hargis, Director of Fiscal Services	
TITLE Contracts, Purchasing & Conference Services		ADDRESS 9510 Elk Grove-Florin Rd., Elk Grove, CA 95624	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 785,509	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 785,509	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

Department of General Services
use only



CONTRACTOR'S NAME: ELK GROVE UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CCTR-3190

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 258,316	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-6731	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 258,316	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 142,251	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-6731	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 142,251	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 384,942	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-6731			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 384,942	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

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

Attachment A
California Department of Education,
Child Development Division
Agency Site List
Fiscal Year 2013-2014

Elk Grove Unified School District

Sacramento County

6731

Anna Kirchgater CDC	8141 Stevenson Avenue	Sacramento 95828
Charles Mack Elementary	4701 Brookfield Drive	Sacramento 95823
Florin Elementary	7300 Kara Drive	Sacramento 95828
Franklin CDC	4011 Hood-Franklin Road	Elk Grove 95758
Herman Leimbach	8101 Grandstaff	Sacramento 95823
Isabelle Jackson	8351 Cutler	Sacramento 95828
Isabelle Jackson CDC	8351 Cutler Way	Sacramento 95828
Maeola Beitzel	8140 Caymus Drive	Sacramento 95829
Prairie CDC	5251 Valley Hi Drive	Sacramento 95823
William Daylor	6131 Orange Avenue	Sacramento 95823

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 13 - 14

DATE: July 01, 2013

CONTRACT NUMBER: CCTR-3190

PROGRAM TYPE: GENERAL CHILD CARE &
DEV PROGRAMS

PROJECT NUMBER: 34-6731-00-3

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**CONTRACTOR'S NAME:** ELK GROVE UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>), the CURRENT APPLICATION, and an AGENCY SITE LISTING (ATTACHMENT A) which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The contractor's signature also certifies compliance with "General Terms and Conditions," (GTC 610/Exhibit A) which by this reference is incorporated herein.

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

The period of performance for this contract is July 01, 2013 through June 30, 2014. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$785,509.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 22,848.0

Minimum Days of Operation (MDO) Requirement 250

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

Exhibit A, General Terms and Conditions attached.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Carrie Hargis, Director of Fiscal Services	
TITLE Contracts, Purchasing & Conference Services		ADDRESS 9510 Elk Grove-Florin Rd., Elk Grove, CA 95624	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 785,509	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached	Department of General Services use only	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 785,509	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

CONTRACTOR'S NAME: ELK GROVE UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CCTR-3190

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 258,316	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
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TOTAL AMOUNT ENCUMBERED TO DATE \$ 258,316	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 142,251	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-6731	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 142,251	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
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AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 384,942	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
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TOTAL AMOUNT ENCUMBERED TO DATE \$ 384,942	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

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

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California Department of Education,
Child Development Division
Agency Site List
Fiscal Year 2013-2014

Elk Grove Unified School District

Sacramento County


6731

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Charles Mack Elementary	4701 Brookfield Drive	Sacramento 95823
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Franklin CDC	4011 Hood-Franklin Road	Elk Grove 95758
Herman Leimbach	8101 Grandstaff	Sacramento 95823
Isabelle Jackson	8351 Cutler	Sacramento 95828
Isabelle Jackson CDC	8351 Cutler Way	Sacramento 95828
Maeola Beitzel	8140 Caymus Drive	Sacramento 95829
Prairie CDC	5251 Valley Hi Drive	Sacramento 95823
William Daylor	6131 Orange Avenue	Sacramento 95823

CCC-307

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

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

1. LOBBYING

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

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

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9510 Elk Grove-Florin Rd

Elk Grove, CA 95624

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

ENVIRONMENTAL TOBACCO SMOKE ACT

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

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

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

NAME OF APPLICANT (CONTRACT AGENCY)
Elk Grove Unified School District

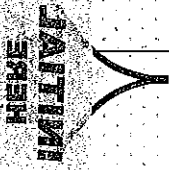
CONTRACT #
CCTR-8190

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Carrie Hargis, Director of Fiscal Services

SIGNATURE

DATE





CALIFORNIA
DEPARTMENT OF
EDUCATION

TOM TORLAKSON

STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

June 1, 2013

Dear Director of Child Development Programs:

CHILD DEVELOPMENT CONTRACT ENCLOSURES

Enclosed please find your General Child Care (CCTR), California State Preschool Program (CSPP), Migrant (CMIG), Family Child Care Homes (CFCC), Allowance for Handicapped (CHAN), California Alternative Payment Program (CAPP), California Resource and Referral Program (CRRP), and/or California Local Planning Council (CLPC) contracts for Fiscal Year (FY) 2013–14.

The California Department of Education (CDE) rolled contract maximum reimbursable amounts (MRAs) based on the funding levels proposed in the Governor's January Budget. As in previous years, the FY 2013–14 contract MRAs for CalWORKs Stage 2 and CalWORKs Stage 3 will be based on the funding levels proposed in the Governor's May Revise. I expect these contracts will be issued shortly.

Please be aware that all child development contract MRAs are subject to further adjustments contingent upon final legislation enacted in the FY 2013–14 budget. Thank you for your continued support and service to children and families in California, as well as your patience in these difficult times of fiscal uncertainty.

If you have any questions, please feel free to contact your assigned fiscal analyst.

Sincerely,

Roxanne Eres, Director
Fiscal and Administrative Services Division

RE:acj
Enclosure



CALIFORNIA
DEPARTMENT OF
EDUCATION

TOM TORLAKSON

STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

**Attention: EXECUTIVE DIRECTORS,
CHILD DEVELOPMENT PROGRAMS**

Subject: 2013-14 CHILD DEVELOPMENT CONTRACT/AMENDMENT

**DO NOT REMOVE ANY PAGES STAPLED TO
THE CONTRACT FACESHEET**

1. ☒ Submitted for your approval are two (2) copies of the 2013-14 contract/amendment. **The person signing this contract must be the Executive Director, Superintendent, or authorized designee.** If the authorized designee signs, please submit appropriate delegation to sign. **Please sign both copies, insert the title of the person signing and the current mailing address in the Contractor's signature box, and RETURN BOTH COPIES** of the contract/amendment to the Contracts Office. When final approval is obtained, an approved copy will be mailed to you.

THE 2013-14 FUNDING TERMS AND CONDITIONS (FT&C's) are available on the Internet at: <http://www.cde.ca.gov/fq/aa/cd/>.

2. ☒ CCC-307, Contractor Certification Clauses
3. ☒ Please attach two (2) copies (with at least one set of original signatures) of a resolution by the local governing body, which approves the contract and names the official who is authorized to sign it on their behalf (a sample for your use is attached.) County Superintendents of Schools who find exception with the resolution requirement should contact Bettina Wong 916-445-3844 or e-mail to bwong@cde.ca.gov.
4. ☒ **PLEASE COMPLETE ITEM 3.B, ENTITLED, "PLACE OF PERFORMANCE," SIGN AND RETURN THE ENCLOSED Federal Certification Form CO.8 (Rev. 5/07)** which includes the Drug-Free Workplace, Lobbying, Debarment, Suspension Certification.
5. ☐ Enclosed for your records is one fully executed copy of the contract.

Sincerely,

Doris Morris, Staff Services Manager I
Personnel Services Division
Contracts, Purchasing and Conference Services
916-322-3050

DM:bw
Enclosures

PLEASE RETURN ALL COPIES TO:
California Department of Education
**ATTENTION: Contracts, Purchasing and
Conferencing Services**
1430 N Street, Suite 1802
Sacramento, CA 95814-5901

Board Agenda Item

Supplement No. _____

Meeting Date October 1, 2013**Subject:****Division:** Secondary Education

Sacramento Employment Training Agency (SETA) subgrant 088201SWTC award to the Elk Grove Unified School District for Fiscal Year 2013-14

Action Requested:

The Board of Education is asked to approve the resolution authorizing SETA's award of \$370,800 to provide funding to operate a Sacramento Works Training Center on the Elk Grove Adult and Community Education Campus for Fiscal Year 2013-14.

Discussion:

The Board of Education is asked to approve the attached resolution authorizing the SETA award. This award provides funding for work-readiness, education, and training to disenfranchised adult members of the communities of Elk Grove and South Sacramento, which includes dislocated workers, CalWORKS recipients, individuals with disabilities, and limited-English speakers.

The EGUSD Sacramento Works Training Center is designed to: 1) provide access to work preparedness and functional training activities in high-demand occupations for unemployed individuals, low-wage workers, dislocated workers, limited-English speakers, and adults with disabilities; 2) provide curriculum and training that will meet the needs of local employers in high-demand occupational sectors; and 3) increase the eligible workforce in the Sacramento region.

Although EGACE was informed on July 1, 2013, that it would receive the SWTC funding, it was not until late August that EGACE received the resolution authorizing execution of the subgrant from SETA. The Training Center will begin serving clients in October.

Financial Summary:

EGACE will receive \$370,800 from SETA.

Prepared By: Karen MalkiewiczDivision Approval:  Christina C. Penna

Prepared By: _____

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

RESOLUTION AUTHORIZING EXECUTION OF WIA SERVICE PROVIDER SUBGRANT
FROM THE SACRAMENTO EMPLOYMENT AND TRAINING AGENCY
(GOVERNMENTAL ENTITY)

WHEREAS, Elk Grove Unified School District
(Name of Entity)
a California local governmental entity (hereinafter referred to as "SUBGRANTEE"), desires to enter
into a WIA SERVICE PROVIDER SUBGRANT with the SACRAMENTO EMPLOYMENT AND
TRAINING AGENCY, a Joint Powers Agency and WIA One-Stop Operator (hereinafter referred to
as "SETA"), for the operation of a Sacramento Works Training Center
program under the Workforce Investment Act;

THEREFORE, BE IT RESOLVED THAT the Governing Body of SUBGRANTEE hereby
authorizes the execution of SUBGRANT # 088201SWTC by and between SUBGRANTEE
and SETA; and

BE IT FURTHER RESOLVED THAT any individual employed by SUBGRANTEE in the
position(s) of:

Title

1. Carrie Hargis, Director of Fiscal Services
2. Shelley Clark, Accounting Manager
3. Shannon Stenroos, Budget Manager

is/are hereby authorized on behalf of and in the name of SUBGRANTEE and as its official act and
deed to sign and otherwise enter into SUBGRANT # 088201SWTC with SETA; and

BE IT FURTHER RESOLVED THAT any individual employed by SUBGRANTEE in the
position(s) of:

Title

1. Karen Malkiewicz, Principal
2. _____
3. _____

shall be authorized to act on behalf of SUBGRANTEE with respect to this SUBGRANT # _____
088201SWTC by and between SUBGRANTEE and SETA and that SETA may rely upon

1 any communication or act, including telephone communication, made by the individuals authorized
2 to act on behalf of SUBGRANTEE pursuant to this resolution; and

3 BE IT FURTHER RESOLVED THAT the following individuals comprise the entire Governing
4 Body of SUBGRANTEE:

5	Name	Address	City, Zip Code
6	1. <u>Jeanette J. Amavisca</u>		
7	2. <u>Priscilla S. Cox</u>		
8	3. <u>Carmin S. Forcina</u>		
9	4. <u>Steve Ly</u>		
10	5. <u>Chet Madison, Sr.</u>		
11	6. <u>Anthony "Tony" Perez</u>		
12	7. <u>Bobbie Singh-Allen</u>		
13	8. _____		
14	9. _____		

15 AND BE IT FURTHER RESOLVED THAT the authority conferred pursuant to this resolution
16 and the representations contained herein shall remain in full force and effect until written notice of
17 the revocation thereof shall have been received by SETA.

18 I, Steven M. Ladd, Ed.D., Superintendent
19 of the Elk Grove Unified School District, a California
20 local governmental entity, do hereby certify and declare that the foregoing is a full, true and
21 complete copy of a resolution duly passed and adopted by the Governing Body of the Elk
22 Grove Unified School District at a meeting of said Body duly and regularly called,
23 noticed and held, at Elk Grove, California, on the 1st day of
24 October, 2013, at which meeting a quorum of the Governing Body was present
25 and a majority of which quorum voted in favor of said resolution, and that said resolution is now in
26 full force and effect.

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IN TESTIMONY WHEREOF, I have hereunto set my hand this 1st day of
October, 2013.

Elk Grove Unified School District
(Name of Entity)

BY: _____
(Signature)
Steven M. Ladd, Ed.D.
(Typed Name)
Superintendent
(Title)

Agenda Item No. _____

Board Agenda Item

Supplement No. _____

Meeting Date October 1, 2013**Subject:****Division:** Secondary Education

Memorandum of Understanding between Bartholomew & Associates and Elk Grove Unified School District (EGUSD)

Action Requested:

The Board of Education is asked to approve the agreement between Bartholomew & Associates and EGUSD to authorize Elk Grove Adult and Community Education (EGACE) to rent instructional space.

Discussion:

EGACE desires to enter into an agreement with Bartholomew & Associates for the purpose of renting a training facility in Elk Grove that can accommodate EGACE's growing Career Technical Education (CTE) program and better serve the community of Elk Grove by providing local training opportunities. The agreement shall be effective from the date of approval by the Governing Board through June 30, 2014.

Financial Summary:

Rent will be paid from adult education income.

For more details, please refer to:

- Attachment 1—Base rent with incremental increase
- Attachment 2—Utility costs
- Attachment 3—Equipment provided by Bartholomew & Associates at no cost to the district

Prepared By: Karen MalkiewiczDivision Approval: Christina C. Penna

Prepared By: _____

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

Memorandum of Understanding (MOU) between
Elk Grove Adult and Community Education (EGACE), a part of
Elk Grove Unified School District (EGUSD) and
Bartholomew Associates, doing business as Elk Grove Shopping Center (EGSC)
9354 Elk Grove-Florin Road
Elk Grove, CA 95624

PURPOSE:

The purpose of the MOU, dated October 1, 2013, is to define the relationship between Elk Grove Shopping Center (EGSC), the "LESSOR," and Elk Grove Adult & Community Education (EGACE), a part of Elk Grove Unified School District (EGUSD), the "LESSEE."

i. Term of Agreement

The agreement shall be effective from the date of approval by the EGUSD Governing Board through June 30, 2014.

This MOU may be terminated prior to the completion date by either party with a sixty-(60) day written notice. Advance notice is necessary due to the need for planning when a program is relocated. Any program in progress must be able to reach completion before termination.

II. Rental Agreement

The LESSEE agrees to pay the LESSOR a base rent of \$753.73. In order to encourage the use of the premises by EGACE, LESSOR agrees to an incremental increase in rent based on use. (See attachment 1).

The utility costs, including gas, electric, and water services will be based on usage. (See attachment 2).

The custodial services provided by Lessor will be based on mutually agreed services.

III. Contract extension

Representative of LESSOR and LESSEE will renegotiate terms as needed. If no change is otherwise made for an extension, prior to the end of year one, the lease will continue on a month-to-month basis at the same rate as the rent at that time.

IV. Conditions

Any increase space or modifications to the Leased Space will be negotiated between the principles.

LESSEE & LESSEE RESPONSIBILITIES:

1. Unless otherwise mutually agreed upon by EGACE and EGSC, the educational programs shall be consistent with EGACE existing policies and programs in other locations.
2. EGACE agrees to provide instructors, all instructional materials, supplies, equipment and furniture, all of which will be labeled as property of EGACE. Equipment provided by EGSC (see attachment 3) and will be labeled.
3. Custodial provided as part of Taxes, Maintenance and Insurance cost.

LESSOR RESPONSIBILITIES

1. EGSC agrees to provide as many keys as necessary for the Lessee's space.
2. EGSC agrees to provide the following types of space: Reception area, a computer hookup and floor sink room, 2 classroom spaces, two handicapped bathrooms, and hallway space to the bathrooms.
3. EGSC agrees to provide routine maintenance for the space including, but not limited to, plumbing, electrical and HVAC concerns.
4. EGSC agrees to repair or remediate any condition necessary to maintain a safe and legally compliant environment.

INDEMNIFICATION.

To the fullest extent allowed by law, EGSC shall defend, indemnify and hold harmless EGUSD and EGACE and its elected and appointed officials, directors, officers, agents, employees, volunteers, and guests against any claim or demand arising from any actual or alleged act by EGSC or its partners, agents, employees, volunteers or guest arising from EGSC's duties and obligations described in this agreement or imposed by law.

To the fullest extent allowed by law EGUSD & EGACE shall defend, indemnify and hold harmless EGSC and its partners, contractors, agents, employees, volunteers and guests against any act or alleged act by EGUSD or EGACE or its elected and appointed officials, directors, officers, agents employees, volunteers, or guests arising from EGUSD & EGACE's duties and obligations described in this agreement or imposed by law.

INSURANCE/COVERAGE

EGUSD and EGSC agree to purchase and/or maintain through the duration of this agreement insurance or liability coverage (i.e. EGUSD: such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations set forth above. Such insurance or liability coverage shall have a limit of liability of no less than \$2,000,000 per claim/occurrence, and \$4,000,000 in the aggregate.

The insurance or liability coverage provided shall include (at a minimum and as may be reasonable and appropriate given the acts and activities contemplated by this agreement) commercial general liability, premises liability, employer's liability, and completed operations coverage.

- I. **Other Insurance/Coverage:** Each Party also represent that for the period of this agreement they will also purchase and maintain (real or personal property insurance or coverage as well as any) insurance or liability coverage as required by law or regulation, including workers' compensation coverage up to the statutory limits.
- II. **Certificate:** With respect to such required coverage(s) pursuant to this agreement, each Party shall provide evidence of such coverage(s) by way of Certificate of Insurance or Certificate of Coverage.

- III. **Additional Insured Endorsement:** To the full extent of the Parties' respective indemnity obligations, no less than agreed limits of liability set forth above, the Parties' insurance or liability coverage agreements shall be also endorsed to extend "additional insured" status to all proposed indemnities, with such coverage to be provide on a "primary" basis.
- IV. **Survivability:** The parties' indemnity and coverage obligations shall survive the termination of this agreement with respect to any claim arising from the parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this agreement.
- V. **Joint Interests:** In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposure.
- VI. **Injury and Illness Prevention:** Each part also represents that for the period of this agreement they will maintain and enforce an Injury and Illness Prevention Program as required by law or regulation, including all required standards and requirements under such law/regulation (e.g. blood borne pathogen, ergonomic, reporting of serious injury/illness), and agree to take all steps reasonable or necessary to cooperate in ensuring compliance. Documentation or recordkeeping to the same will be made available to the other party upon request.

Agreed to and signed by:

_____ Carrie Hargis Director, Fiscal Services Elk Grove Unified School District	_____ Date	_____ Wayne A. Bartholomew Managing Partner Bartholomew Associates, dba Elk Grove Shopping Center (EGSC)	_____ Date
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ATTACHMENT NO. 1

**BASE RENT WITH INCREMENTAL INCREASE
(increase will be implemented in equal increments across 4 semesters)**

Base Rent – Bathroom, Reception, & Hallways (2,512.4 square feet) without TMIS*

Base:	602.98 sq. ft. @ 1.25	Total	\$753.73
Semester 1:	+477.36 sq. ft. = 1080.34 sq. ft. @ 1.25 ➤ 1 class 20 hours per week	Total	\$1,350.43
Semester 2:	+477.36 sq. ft. = 1557.70 sq. ft. @ 1.25 ➤ 2 classes 40 hours per week	Total	\$1947.13
Semester 3:	+477.36 sq. ft. = 2,035.06 sq. ft. @ 1.25 ➤ 3 classes 48 hours per week	Total	\$2543.83
Semester 4:	+477.36 sq. ft. = 2,512.42 sq. ft. @ 1.25 ➤ 4 classes 60 hours per week	Total	\$3,140.53

*NOTE: T,M,I,S – Taxes, Maintenance, Insurance, and Sewer

ATTACHMENT NO. 2

UTILITY COSTS

A maximum utility cost will be \$625.00 per month for PG&E (gas), SMUD (electric) & water services, for the first year.

ATTACHMENT NO. 3

EQUIPMENT PROVIDED BY ELK GROVE SHOPPING CENTER

- 1 Screen
- 2 TV's (51' Samsung Plasma)
- 1 Podium – Base & Top
- 4 Marker Board 4x10, 4x16, 4x10, 4x10
- 15 Computer tables with electrical tray
- 30 Chairs (Mesh, Nester with rollers)
- 6 Office Chairs (rollers)
- 2 Desk
- 1 Storage Cabinet with locks
- 1 Projector (710 HD)
- Camera

**** Comcast hook up provided**

Board Agenda Item

Supplement No. _____

Meeting Date _____

Subject:**Department:** Student Support & Health Services

Fee for service agreements with Maxim Staffing Solutions and Valley Healthcare Systems to provide agency staff as needed for medically fragile students' health care needs for the 2013-2014 school year.

Action Requested:

The Board is requested to approve the renewal of the fee for service agreements between Elk Grove Unified School District and Maxim Staffing Solutions and Valley Healthcare Systems for the provision of additional healthcare staffing from these agencies when needed for medically fragile children in the 2013-2014 school year.

Discussion:

Currently, the Elk Grove Unified School District has 62 children who are classified as "medically fragile." The law requires that school districts provide safe and appropriate care throughout the school day. The agency staff from these agreements supplement district employees that provide the same services (Health Assistants and School Nurses), as student enrollment with medical needs expand and contract. These services include, but are not limited to: monitoring children with seizures; monitoring of diabetes and administering of insulin; monitoring and healthcare services for conditions of pituitary, adrenal and immune system disorders; administering medications; administering Diastat for seizures (rectal administration); injections of epinephrine via epi-pen for severe allergic reactions; tracheostomy care; monitoring blood oxygen levels; monitoring blood glucose levels; g-tube feeding (gastrostomy tube through the abdomen that deliver nutrition); catheterization, etc..

These agreements allow for rapid expansion and contraction of staff to meet the fluctuating and unpredictable health care needs of students. They allow EGUSD Health Services to provide mandated and immediate healthcare services to a newly enrolled medically fragile student or a newly diagnosed student needing health care services (documented by Doctor orders and in consultation with the district school nurses) with pre-screened, qualified, and legally required licensed staff. They also allow immediate reduction of staff when students leave the district or only need specialized services for short-term care.

Financial Summary:

These are ongoing "fee for service" agreements between Maxim Staffing Solutions and Valley Healthcare System with the Elk Grove Unified School District; funding is provided by Special Education and the General Fund broken down by the percentage of time each agency staff person serves each student and based on the student's program – special education or regular education (including those with Section 504 plans). Depending on student needs, the number of students (expansion and contraction), and length of services, costs for both agreements range between \$60,000 and \$300,000. The agreements have been reviewed and approved as to form and content by EGUSD Fiscal Services and meet all EGUSD criteria.

Prepared By: Rebecca SantosDepartment Approval: Tom JenkinsPrepared By: Carl J. SteinauerSuperintendent Approval: Smj



AGREEMENT AMENDMENT

This Amendment (hereinafter "Amendment") to the Facility Staffing agreement (hereinafter "Agreement") is entered into this 28 day of January, 2013, by and between **Elk Grove Unified School District** located at 9510 Elk Grove-Florin Road, Elk Grove CA 95624, referred to in this Agreement as "FACILITY," and **Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 2020 Hurley Way Suite 110 Sacramento, CA 95825, referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, FACILITY and MAXIM entered into the Agreement, with an effective date of August 13th 2008.

WHEREAS, FACILITY and MAXIM wish to amend the Agreement to incorporate the following terms and conditions.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, FACILITY and MAXIM hereby agree to amend the Agreement to reflect the following terms and conditions.

The following rates shall be applicable as of the Effective Date listed below:

Service	Rate
Instructional Aide	\$28
LVN/RN	\$40
District RN	\$56

The terms and conditions of this Amendment are effective as of agreement being signed, dated and executed by both parties. All other terms and conditions will remain unchanged as stated in the Agreement.

FACILITY and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

ELK GROVE UNIFIED SCHOOL DISTRICT

MAXIM HEALTHCARE SERVICES, INC.
D/B/A MAXIM STAFFING SOLUTIONS


Signature

Signature

Carrie Hargis, Director of Fiscal Svcs.
Printed Name & Title

Printed Name & Title

February 2013 May 15, 2013
Date

Date

WR 2/10
2/15/13



FACILITY STAFFING AGREEMENT

This Facility Staffing Agreement (hereinafter "Agreement") is entered into this 13 day of August, 2008, by and between Elk Grove Unified School District located at 9510 Elk Grove Florin Road Elk Grove, Ca 95824, referred to in this Agreement as "FACILITY," and Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 2020 Hurley Way Suite 110 Sacramento, Ca 95825 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, FACILITY operates a School District located in Ca and wishes to engage MAXIM to provide personnel to supplement FACILITY's staff.

WHEREAS, MAXIM operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to FACILITY.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, FACILITY and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 Term. This Agreement will be in effect for one (1) year and will continue indefinitely until terminated pursuant to Section 1.2 of this Agreement.

Section 1.2 Termination. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 Services. MAXIM will, upon request by FACILITY, provide one or more licensed health care providers (i.e. LPNs, LVNs, RNs, CNAs) as specified by FACILITY (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel.

Section 2.2 Personnel. MAXIM will supply FACILITY with Personnel who meet the following criteria and will provide evidence of the following to FACILITY upon written request:

- 1) Possess current state license/registration and/or certification.
- 2) Possess CPR certification, as requested in writing by FACILITY to comply with applicable law.
- 3) Completed pre-employment physical as requested in writing by FACILITY to comply with applicable law.

arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by FACILITY at the time of the initial call.

Section 3.3 Short-notice Requests. MAXIM will bill FACILITY for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.

Section 3.4 Staff Order Cancellation. If FACILITY changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill FACILITY for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.

Section 3.5 Responsibility for Patient Care. FACILITY retains full authority and responsibility for professional and medical management of care for each of its patients and for ensuring that services provided by MAXIM Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.

Section 3.6 Placement Fee. For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at FACILITY, FACILITY agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. FACILITY understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the FACILITY to render temporary service(s) and are not assigned to become employed by the FACILITY. The FACILITY further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that FACILITY, or any affiliate, subsidiary, department, or division of FACILITY hires, employs or solicits MAXIM Personnel, FACILITY will be in breach of this Agreement. FACILITY agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM liquidated damages equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Pay Rate x 2080 Hours x 30%).

Section 3.7 Non-Performance. If FACILITY concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, FACILITY may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. FACILITY'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to FACILITY without prior approval of the FACILITY.

Section 3.8 Right to Dismiss. FACILITY may request the dismissal of any MAXIM Personnel for any reason. FACILITY agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. FACILITY shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

Section 3.9 Float Policy. Subject to prior written notification, FACILITY may reassign Personnel to a different FACILITY department, unit, facility, or to a different staff classification (hereinafter "Float"), if Personnel satisfy the requisite specialty qualifications. If FACILITY Floats Personnel, the Personnel must perform the

ARTICLE I. GENERAL TERMS

- Section 3.1 Independent Contractors.** MAXIM and FACILITY are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor FACILITY nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.
- Section 3.2 Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.
- Section 6.3 Indemnification.** MAXIM agrees to indemnify and hold harmless FACILITY, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of MAXIM, its directors, officers, employees or agents under this Agreement only. FACILITY agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of FACILITY, its directors, officers, employees, contractors or agents under this Agreement.
- Section 6.4 Attorneys' Fees.** In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.
- Section 6.5 Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.
- | | |
|--|--|
| <p>Elk Grove Unified School District
9510 Elk Grove Florin Road
Elk Grove, Ca 95826
ATTN: Rebecca Santos</p> | <p>Maxim Healthcare Services, Inc.
7227 Lee DeForest Drive
Columbia, MD 21048
ATTN: Contracts Department</p> |
|--|--|
- COPY TO:**
- Maxim Staffing Solutions
2020 Hurley Way Suite 110
Sacramento, Ca 95825
ATTN: Jordan Buhagiar
- Section 6.6 Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Facility Staffing Agreement
Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions

Copyright 2007-2008
All Rights Reserved

applicable federal regulations. Both Parties shall implement appropriate safeguards to prevent the use or disclosure of a client's/patient's PHI other than as provided for by this Agreement.

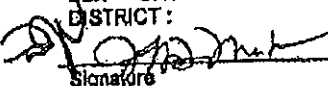
- 3) promptly report any violations, use and/or disclosure of a client's/patient's PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.

Section 7.2

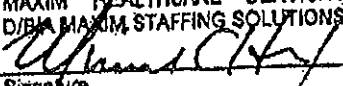
Breach of Confidentiality. In the event that either party is in breach of any provision(s) of this Article and Section 6.12 of this Agreement, it shall immediately advise the opposite party and take steps to remedy such breach, including, but not limited to protecting against the consequences of any disclosure or use of PHI in violation of this Agreement. Both parties acknowledge that use or disclosure of the PHI, in any manner inconsistent with this Agreement, may result in irreparable and continuing damage and that the party damaged by the disclosure shall have the right to seek legal and equitable relief, including injunctive relief, without the necessity of posting bond or other security necessary to protect against any such breach or threatened breach, including, without limitation, injunctive relief.

FACILITY and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

ELK GROVE UNIFIED SCHOOL
DISTRICT:


Signature
Jeffrey L. Markin
Printed Name & Title
Director, Fiscal Services
Date 8/20/08

MAXIM HEALTHCARE SERVICES, INC.,
D/B/A MAXIM STAFFING SOLUTIONS


Signature
Mike Herelt Regional Controller
Printed Name & Title
Date 9-2-08

ACORD. CERTIFICATE OF LIABILITY INSURANCE		DATE ISSUED (MM/DD)
PRODUCER (510) 523-9130, FAX (510) 524-2031 Altus Partners, Inc. 219 Conestoga Road Building 3, Suite 111 Rosemont PA 19010 MD 21046		INSURERS AFFORDING COVERAGE INSURANCE Underwriters at Lloyd's INSURANCE Travelers Property INSURANCE F. South Insurance Co. INSURANCE INSURANCE

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

VERIFICATION DATE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	220000007	11/30/2007	11/30/2008	EACH OCCURRENCE \$ 7,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAWN (LIMITED) FEDERAL (LIMITED) \$ 4,000,000
	<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				NEO (LIMITED) \$ 2,000
	<input checked="" type="checkbox"/> Professional Lib.				PERSONAL AND ADVERTISING \$ Includes
B	<input checked="" type="checkbox"/> \$4,000,000 AGG.				GENERAL AGGREGATE \$ 7,000,000
	GENERAL AGGREGATE LIMIT APPLIES PER				PRODUCTS EXCLUSION \$ 7,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> LIMIT <input type="checkbox"/> LOC				
	ANY AUTO	830-5072A760-FIR-07	11/30/2007	11/30/2008	COMBINED SINGLE LIMIT (All accidents) \$ 2,000,000
	ALL OTHER AUTOS				BODILY INJURY (All accidents) \$
	SCHEDULED AUTOS				BODILY INJURY (All accidents) \$
	HIRED AUTOS				PROPERTY DAMAGE (All accidents) \$
	NON-OWNED AUTOS				AUTO ONLY - EACH ACCIDENT \$
	GARAGE LIABILITY				OTHER THAN EACH ACCIDENT \$
	ANY AUTO				AUTO ONLY \$ AGG
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
C	<input type="checkbox"/> DEEDS/THOES				
	RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	5144903	11/30/2007	11/30/2008	<input checked="" type="checkbox"/> FORTUITOUS <input type="checkbox"/> FORT
	ANY PROPRIETOR/ANY OTHER EXECUTIVE OFFICER/OWNER EXCLUDED?				E1 EACH ACCIDENT \$ 1,000,000
	TYPE OF EMPLOYER				E1 DISEASE - ALL EMPLOYEES \$ 1,000,000
	SPECIAL PROVISIONS/NOTES				E1 DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/EXCLUSIONS ACCORD TO BY POLICY NUMBER/FACIAL PROVISIONS
 Certificate is issued as evidence of insurance per the policy terms, conditions, and exclusions. Elk Grove Unified School District is an additional insured on the general liability insurance policy per the written agreement.

CERTIFICATE HOLDER	CANCELLATION
Elk Grove Unified School District Attn: Marlin Robbins 9510 Elk Grove-Tustin Road Elk Grove, CA 95624	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPROVE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE KATHY STICKNEY/KAS

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 11/13/2003
PRODUCER (510) 525-9130 FAX: (510) 526-2021 Altus Partners, Inc 919 Conestoga Road Building 3, Suite 111 Rosemont PA 19010		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Maxim Healthcare Services, Inc. 7227 Lee DeForest Drive Columbia MD 21046		
INSURERS AFFORDING COVERAGE		NAIC#
INSURER A: Underwriters Lloyd's		
INSURER B: Travelers Property		25674
INSURER C: A.I. South Insurance Co		40258
INSURER D:		
INSURER E:		

COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	780700807	11/30/2008	11/30/2009	EACH OCCURRENCE \$ 7,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 4,000,000
		<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 2,000
		<input checked="" type="checkbox"/> Professional Liab				PERSONAL & ADV INJURY \$ Included
		<input checked="" type="checkbox"/> \$4,000,000 BIR				GENERAL AGGREGATE \$ 7,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMPO AGG \$ 7,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOG				Products Exclusion
B		AUTOMOBILE LIABILITY	630-50722760-TIL-08	11/30/2008	11/30/2009	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS						
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
		EXCESS/UMBRELLA LIABILITY				AUTO ONLY AGG \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$
		<input type="checkbox"/> DEDUCTIBLE				AGGREGATE \$
		<input type="checkbox"/> RETENTION \$				\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	4801221	11/30/2008	11/30/2009	<input checked="" type="checkbox"/> NO STATL <input type="checkbox"/> OTH
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				EA EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				EL DISEASE - EA EMPLOYEE \$ 1,000,000
		OTHER				EL DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Certificate is issued as evidence of insurance per the policy terms, conditions, and exclusions.						

CERTIFICATE HOLDER	CANCELLATION
FOR INFORMATION PURPOSES ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE Christopher <i>Christopher A. Pignone</i>

AGREEMENT FOR
SUPPLEMENTAL STAFFING AGENCIES

This Agreement is entered into this January 30, 2013 by and between Elk Grove Unified EGUSD District and Valley Healthcare Systems, Inc. ("Agency").

ARTICLE I

RECITALS

1.1 EGUSD District. Elk Grove Unified EGUSD (EGUSD) is licensed as a general education School.

1.2 Agency. Agency is licensed as a health registry and is qualified to make available health professionals, upon request of EGUSD for the provision of quality services at EGUSD. Health professionals shall be referred to collectively herein as "Agency Employee(s)".

1.3 Purpose of This Agreement. The purpose of this Agreement is to set forth the terms and conditions pursuant to which Agency shall provide Agency Employees to EGUSD upon request from EGUSD.

NOW, THEREFORE, EGUSD and Agency hereby agree as follows:

ARTICLE II

SERVICES

2.1 Provision of Agency Employees: Preassignment Screening. Upon request by EGUSD, Agency shall use its best efforts to assign temporary Agency Employee(s) to EGUSD in full compliance with all the provisions of this Agreement. Agency shall carefully screen Agency Employee(s) to determine their qualifications and competence prior to referring Agency Employee(s) to EGUSD. This screening by Agency shall include, but not be limited to, obtaining all pertinent information (hereinafter "Preassignment Screening Information") concerning the past employment, licensure, certifications, education and professional skills of Agency Employee(s). In addition, EGUSD may, in its sole discretion require Agency to conduct a full background/criminal record check on the Agency Employee to be assigned at EGUSD, the costs of which shall be absorbed by Agency. All Preassignment Screening Information shall be made immediately available to EGUSD by Agency upon request by EGUSD.

2.2 Qualified Agency Employees. Agency agrees to provide EGUSD competent personnel (hereinafter "Qualified Agency Employees") as requested by EGUSD to meet EGUSD's supplemental staffing needs.

The existence of the required work experience, licensure and/or professional certification, and the results of a background/criminal record check shall be confirmed by Agency when it acquires the Preassignment Screening Information from Agency Employee(s). EGUSD shall have the right to demand proof from Agency that any individual assigned to Hospital by Agency satisfied the criteria for "Qualified Agency Employees," and EGUSD shall also have the right, in its sole discretion; to reject the assignment of any Individual who it deems fails to satisfy the criteria for Qualified Agency Employee.

2.3 Availability. Agency agrees to have Agency Employee(s) available for EGUSD twenty-four (24) hours per day, seven (7) days per week. Agency's obligation to provide requested Agency Employee(s) is limited by the availability to Agency of Qualified Agency Employee who are ready, willing and able to accept a EGUSD assignment.

2.4 Work Reduction- N/A

2.5 Patient Care. Pursuant to Section 70711 of Title 22, Agency understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Hospital patients. Further, Agency shall conduct its activities in providing Services hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, Title 22, the standards and requirements under the Joint Commission for Accreditation of Healthcare Organizations, professional standards, Hospital philosophy and values. The parties understand and agree that this provision is intended to fulfill requirements of Joint Commission and state law and is not intended to modify the independent contractor relationship nor mutual indemnification requirements between the parties herein.

ARTICLE III

QUALIFICATIONS

3.1 Agency Qualifications. Agency shall meet the following qualifications:

3.1.1 Licensure. Agency must maintain licensure in good standing as a health care support organization pursuant to any applicable federal laws and the laws of the state of Nevada;

3.1.2 Warranty. Agency must warrant at all times during the effectiveness of this Agreement that Agency Employees who provide services to Hospital pursuant to this Agreement shall be educated, trained, and licensed to provide the requested services as well as meet the general employee and other requirements of Hospital and as set forth herein:

3.1.3 Quality Assurance/Peer Review. Agency shall accept responsibility for and maintain an active quality assurance/peer review program, which meets Joint Commission requirements, for its employees and the services they provide to Hospital. Further, Agency agrees to provide Hospital with documentation evidencing

such activities upon reasonable request;

3.1.4 OSHA Compliance. To comply with OSHA regulations concerning Occupational Exposure to Bloodborne Pathogens, Agency shall have the following in effect:

3.1.4.1 Exposure Determination. Record of Agency Employees having or likely to have direct exposure to blood/other potentially infectious fluids.

3.1.4.2 Training and Education. Of Employees Record of employees participation in an education and training program upon orientation and annually thereafter. The training program shall contain the following elements:

3.1.4.2.1 Explanation of epidemiology, clinical presentation, modes of transmission of HBV/HIV;

3.1.4.2.2 Information on HBV vaccine, efficacy, safety and benefits;

3.1.4.2.3 Explanation of use and limitations of methods of control which may prevent/reduce exposure, including the universal precautions, personal protective equipment, and work practices;

3.1.4.2.4 Infectious waste handling and disposal;

3.1.4.2.5 Explanation of Biohazard/biological hazard symbol and color-coded systems for identification of biological hazard; and

3.1.4.2.6 Explanation of procedure to follow if an exposure incident occurs and available medical follow-up.

3.1.4.3 Hepatitis B Vaccine: Record of Agency Employee vaccination or declination of HBV vaccine.

3.2 Qualified Agency Employee Qualifications. All individuals providing services pursuant to this Agreement shall meet the following Qualified Agency Employee qualifications:

3.2.1 Licensure and Experience. All individuals providing services pursuant to this Agreement shall be licensed or certified, as appropriate, to provide the services described herein. And preferably have at least one (1) year of prior work experience in a United States hospital in the specialty area to which they would be assigned at Hospital;

3.2.2 CPR Certification. All individuals providing services pursuant to this Agreement shall be certified with respect to providing cardiopulmonary resuscitation (CPR);

3.2.3 Health Examination and Immunizations. Agency shall provide Hospital with proof of Immunization, health examinations, and tests required by Hospital, including but not limited to health examination (required annually), Tuberculosis

screening (required annually), Hepatitis B or declination statement and Varicella history for individuals providing services pursuant to this Agreement.

3.2.4 Non-Employee of EGUSD. Individuals providing services pursuant to this Agreement shall not be hospital employees presently and shall not have been for twelve (6) months previous to the time when services are provided.

3.2.5 Standard of Care. Individuals shall be qualified for provision of services pursuant to this Agreement only in the event that they provide care consistent with the scope of their individual licensure, the scope of their individual training and education and consistent with EGUSD policy and procedure, rules and regulations, and directions of EGUSD staff.

3.2.6 Confidentiality. Individuals providing services pursuant to this Agreement shall maintain the confidentiality of all information and medical records associated with patient care at EGUSD as well as maintaining the confidentiality of any quality assurance/peer review activities which they participate in or learn of regarding EGUSD.

3.2.7 Additional Qualifications. Individuals providing services pursuant to this Agreement shall at all times provide services in a manner consistent with relevant law, regulation, accreditation standards, professional standards, EGUSD policy and procedure, and EGUSD philosophy and values. Further, such individuals shall at all times provide services in a manner consistent with relevant standards for such services, including but not limited to those within Title 22. Joint Commission for Accreditation of Health care Organizations, Medicare regulations, and the standards of practice for allied health professionals.

ARTICLE IV

AGENCY HIRING, EVALUATION, AND DISCIPLINE OF AGENCY EMPLOYEE(S)

4.1 Skills Test. EGUSD may, in its sole discretion, require Agency Employees to take Hospital's medication and clinical skills test if applicable. All Agency Employees are subject to approval by EGUSD prior to placement. Agency Employees will professionally, ethically and diligently carry out their responsibilities hereunder in order to serve the best interest of EGUSD and EGUSDs students.

4.2 Screening. All Agency Employees supplied by Agency shall be appropriately screened by Agency in accordance with the terms of this Agreement and policies and procedures consistent with the then-current published standards of the Joint Commission on Accreditation of Health care Organizations.

4.3 Non-Discrimination. Agency shall not unlawfully discriminate against its employees, contractors, staff or agents and will fully comply with any and all applicable local, state and federal anti-discrimination and employment-related regulations, statutes and judicial decisions. In the event that any court, enforcement agency, government entity arbitrator or other adjudicator finds for purposes of employment discrimination liability that Agency Employees are joint employees of Agency and EGUSD, Agency

shall pay the costs of EGUSD's legal defense and fully indemnify hospital against any and all legal claims asserted against EGUSD or EGUSD's employees, that are predicated in any manner on such a finding of joint employment per the terms of all the indemnification provisions of this Agreement.

4.4 Documentation. The following documentation must be available to EGUSD by Agency, or Agency must cause Agency Employees to provide, for all Agency Employees:

(a) Proof of current original licensure and appropriate certification in the state of California.

(b) Proof of a minimum of one (1) year preferred experience (including agency experience) in a school setting within three (3) years of assignment to EGUSD.

(c) Proof of current/valid CPR certification.

(d) Proof of annual in-service education in fire, safety, and infection control. (Wages for time spent in all in-service education required under this Agreement re at the sole expense of Agency and shall not be charged to EGUSD)

(e) Proof of compliance with applicable immigration laws and maintenance of current 1-9 documentation.

(f) Minimum of two (2) professional references (on file at Agency and available for Hospital review upon request).

(g) Copies of each category exam and the acceptable passing scores for such exams.

(h) Agency Employee(s) must be able to speak, write and read the English language sufficiently to communicate with patients and staff and to complete required documentation.

(i) Each Agency Employee(s) shall present upon arrival at EGUSD and wear, if required, a photograph identification supplied by Agency or such Agency Employee shall be deemed "not qualified" under the terms of this Agreement.

(j) Negative 10 panel drug screen within the last 12 months

(k) OIG Exclusions verification

4.5 Dress Code. EGUSD shall communicate its dress code requirements to Agency. Agency Employees assigned to EGUSD must comply with these requirements or they shall be considered as failing to satisfy the criteria for A Qualified Agency Employee under the terms of this Agreement

4.6 Evaluation. At the request of the EGUSD, Agency shall make available a legible copy of the most recent performance evaluation of the Agency Employee assigned to EGUSD.

4.7 Investigation of Complaint. Agency shall immediately investigate any complaint against Agency Employee received by Agency or EGUSD or made by EGUSD. A written report, stating the investigative findings and Agency's action, shall be filed with EGUSD within ten (10) working days of the complaint. EGUSD shall have no obligation to pay Agency for time worked by Agency Employee in such time involving misconduct by Agency Employee. For offenses resulting in a state licensing board of investigation, hearing or other proceeding, all investigative and hearing expenses will be borne by Agency. Such investigations shall not involve EGUSD staff, employees, medical staff, volunteers, agents, etc., or records. No permission is hereby granted to

Agency for access to EGUSD records.

4.8 Removal of Qualified Agency Employee. If in the sole discretion of EGUSD, any individual assigned by Agency is incompetent, negligent, or has engaged in misconduct, EGUSD may require such Agency Employee to leave its premises and shall inform Agency of this action immediately. Agency will make every possible effort to replace such person with a qualified Agency Employee.

ARTICLE V

ASSIGNMENTS, TRAINING AND POLICIES AND PROCEDURES

5.1 Assignment: Scope of Services. EGUSD has and retains the sole discretion to assign duties, shifts, units, assignment, etc., to Agency Employee(s) during hours worked at EGUSD. Agency shall cooperate and assist Hospital in coordinating requests for service and scheduling of Agency Employees for service pursuant to this Agreement. Services rendered by Agency Employee(s) at EGUSD shall include normal duties for defined in the general job description of the Agency Employee in a EGUSD setting, direct patient care, documentation of such care, and communication and reporting to the other team members with respect to such patient care.

5.2 Reassignment. Agency Employee(s) initially requested for a particular area may be reassigned to other areas by EGUSD after arriving at EGUSD or at any time while working at EGUSD, subject to Agency Employee(s) professional qualifications. If Agency Employee(s) refuses an assignment and Agency Employee(s) has not commenced work, EGUSD shall not owe Agency any amounts in connection with said Agency Employee(s). If Agency Employee(s) refuses an assignment after commencing work, EGUSD shall owe Agency amounts only for actual hours worked by Agency Employee(s) and shall not owe any penalties or other fees as a result of any termination of Agency Employee(s) assignment.

5.3. Compliance with Law. While working at EGUSD, Agency Employee(s) must comply with all applicable state and federal laws and regulations (including Title 22), Joint Commission standards and with all EGUSD policies and procedures.

5.4 Orientation. Orientation is required by EGUSD and will entail a review of EGUSD's policies, procedures and equipment. Orientation will be waived for Agency Employee(s) who can show proof of working at the facility within the previous year or at the EGUSD discretion.

ARTICLE VI

EMPLOYMENT STATUS OF AGENCY EMPLOYEE(S)

6.1 Employment Status. Agency Employee(s) assigned by Agency to EGUSD under this Agreement are employees of Agency and are not employees or agents of EGUSD.

6.2 Employer Responsibility. Agency has, retains and will continue to bear sole, exclusive and total legal responsibility as the employer of Agency Employee(s). This responsibility shall include, but not be limited to, the obligation to ensure full compliance with and satisfaction of:

- a. All state and federal payroll, income and unemployment tax requirements
- b. All state and federal wage and hour requirements;
- c. All Workers' Compensation insurance requirements; and
- d. All other applicable state and federal employment law requirements arising from Agency's employment of Agency Employee(s), the assignment of Agency Employee(s) to EGUSD and/or the actual work of Agency Employee(s) at EGUSD.

6.3 Indemnification. Agency agrees to hold EGUSD harmless, pay the entire costs of EGUSD's legal defense and fully indemnify EGUSD against any and all legal claims asserted against EGUSD or EGUSD's employees, and/or liabilities imposed against EGUSD or EGUSD's employees, that are predicated in any matter on a finding by any court, enforcement agency, government entity, arbitrator or the adjudicator that Agency Employee(s) are joint employees of Agency and EGUSD. M

ARTICLE VII

FEES AND INVOICING

7.1 Amount of Compensation. Rates charged to the EGUSD for each category of Agency Employee are listed in Exhibit A. These rates represent the entire rate to be charged to Hospital for Agency Employees and are not subject to adjustment for any reason, including but not limited to, overtime, premium pay, differentials, travel housing, etc.

7.2 Billing. Agency shall provide EGUSD with an itemized statement with respect to services rendered in the previous work week. Should EGUSD not provide specific, written instructions for billing statements, all invoices shall be serially numbered and shall contain the following information by specific EGUSD:

- a. Agency Employees name
- b. Week ending date of applicable work week
- c. Total hours worked
- d. Hourly rate
- e. Total charge
- f. Additional charges identified

Holiday rates listed on the rate schedule (Exhibit A) shall be applicable on the following holidays only:

7.3 Manner of Payment. EGUSD reserves the right to correct errors on invoices or bills and pay to Agency only corrected amounts, and EGUSD shall not be charged any penalties, interest, late fees, etc., on amounts deducted in good faith from any invoice. EGUSD shall pay to Agency undisputed amounts consistent with the billing statement provided by Agency as above. Such payment shall be made by EGUSD within thirty (30) calendar days of remittance of the billing statement referred to in Section 8.2 above. Such payment shall constitute compensation in full for services, travel reimbursement, meals and incidentals, lodging expenses, and any and all service expenses rendered pursuant to this Agreement. A charge in the amount of (1.5%) per full week or partial week, compounded on any outstanding balance shall be made on any and all amounts(s) past due.

7.4 Binding Agreement. Any assignees, successors or holders of Agency interest under this Agreement shall be bound by the terms of this Agreement in full, including Section 7.3 above.

ARTICLE XIII

INSURANCE

8.1 Insurance. Agency shall purchase and maintain during the duration of this Agreement and after the expiration of this Agreement as provided below, the following insurance coverage:

(a) Workers' Compensation. Workers Compensation and employer's liability coverage for Agency's legal and statutory obligations for damages due to bodily injuries either by accident or disease, occurring to Agency's employees, agents or servants as a result of employment.

(b) General Liability Insurance. General liability covering Agency, its agents, employees, and servants for bodily injury, personal injury, or property damage claims arising out of the premises, products or activities of Agency. Minimum limits of liability for the above coverage shall be two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) in the aggregate for bodily injury and property damage.

(c) Professional Liability Insurance. Professional liability covering Agency, its agents, employees, and servants for bodily injury and personal injury claims of patients arising out of the rendering or failure to render care by Agency Employee(s), Agency or its agents, employees, and servants. Minimum limits of liability shall be two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) in the aggregate. In the event such coverage is through a "claims made" policy and is either canceled, replaced or nonrenewed, Agency shall obtain and maintain extended coverage ("tail") insurance covering occurrences during the effective period of this Agreement.

(d) Unemployment Insurance. Unemployment insurance as required by law for all employees.

(e) Automobile Insurance. Automobile liability if Agency provides personnel for home visits covering Agency, its agents, employees, or servants for property damage and bodily injury claims of the public arising out of the ownership, maintenance, or use of vehicle, either owned, nonowned or hired. Minimum limits of liability for the above coverage shall be one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. This coverage may be provided under Agency's general liability policy.

The policies required herein shall provide for written notice to EGUSD at least thirty (30) days prior to the cancellation or modification of any above-mentioned insurance. Further, Agency shall provide EGUSD with certificates of insurance as evidence that all coverage required under this Agreement have been obtained and are in full force and effect. EGUSD shall be named on all policies required under this Agreement as an additional insured per the requirements of this Agreement. Certificates of insurance must be supplied within five (5) days of effective date of this Agreement or the effective date of any renewal period of this Agreement. Such policies and the insurers there under shall be subject to reasonable and good faith approval by EGUSD.

ARTICLE IX

TERM AND TERMINATION

9.1 Term. This Agreement shall be effective for a term of one (1) year from the date of execution and will automatically renew every year thereafter.

9.2 Termination. This Agreement may be terminated by either party, at any time, for any reason, upon thirty (30) days' written notice to the other party.

ARTICLE X

RELATIONSHIP OF THE PARTIES

10.1 Independent Contractor Status. In the performance of the work, duties and obligations under this Agreement, it is mutually understood and agreed that Agency and the Agency Employees it employs are at all times acting and performing as independent contractors. Further, nothing in this Agreement is intended nor shall be construed to create between EGUSD, Agency, and Agency Employees providing services pursuant to this Agreement an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Therefore, the parties understand and agree that EGUSD is not responsible in any way, directly or indirectly, for any employment-related benefits for Agency or its employees. Such benefits not covered include, but are not limited to, salaries, vacation time, sick leave, disability leave, Workers' Compensation, Social Security, or health benefits. The sole interest and responsibility of Hospital is to assure that the services covered by this Agreement shall

be performed and rendered in a competent, efficient and satisfactory manner. In that regard, Agency and Agency Employees shall abide by appropriate bylaws, rules, regulations, policies and procedures of EGUSD.

10.1.1 Subcontractors. Agency will not enter into subcontractor agreements to fill EGUSD staffing needs.

10.2 Non-Exclusivity. It is understood that the arrangement between the parties to this Agreement does not in any way constitute an exclusive arrangement. Further, it is understood by the parties to this Agreement that the EGUSD may contract with other agencies or entities for the provision of similar services.

10.3 Indemnification. Agency shall save and hold EGUSD harmless from and against and shall indemnify EGUSD for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of Agency or any of its agents, subcontractors, employees or other representatives. If EGUSD is sued in any court for damages by reason of any of the acts of Agency, its agents, subcontractors, employees or other representatives referred to in this section, Agency shall defend said action (or cause same to be defended) at its own expense and shall pay any discharge and any judgment that may be rendered in any such action. If Agency fails or neglects to so defend said action, EGUSD may defend the same and any expenses, including reasonable attorneys' fees, which EGUSD may pay or incur in defending said action and the amount of any judgment which EGUSD may be required to pay shall be promptly reimbursed by Agency upon demand. W

10.4 Records.

10.4.1 Ownership of Patient Care Records. Agency understands and agrees that all records associated with the provision of services pursuant to the terms of this Agreement are the sole property of EGUSD.

10.4.2 Retention of Records. For the purpose of implementing Section 1861(b)(1)(I) of the Social Security Act, as amended, and any regulations thereto, the parties agree to comply with the following statutory requirements governing the maintenance and documentation to verify the cost of services rendered pursuant to this Agreement:

(a) Until the expiration of four years after the furnishing of such services pursuant to this Agreement, the parties shall make available, upon written request to the Secretary or upon request to the Comptroller General, or any of their duly authorized representatives, the contract, books, documents, and records of the parties that are necessary to certify the nature and extent of such costs, and

(b) If either party carries out any of the duties of the contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to such subcontract, a related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract, books, documents and records of such

organization that are necessary to verify the nature and extent of such costs.

10.5 Compliance. It is acknowledged that the Corporate Responsibility Program applies to the services and obligations described herein. This program is intended to prevent compliance concerns such as fraud, abuse, false claims, excess private benefit and inappropriate referrals. This compliance program requires and it is hereby agreed that any regulatory compliance concerns shall be promptly reported either to an appropriate manager or through the hotline (800 953 0508). Further, it is represented and warranted that all individuals providing service hereunder shall not at any time have been sanctioned by a health care regulatory agency and, finally, that investigatory activity relevant to this organization shall be promptly reported to an organization manager or via the hotline (as above). Failure to abide by these compliance requirements shall immediately and automatically terminate this Agreement.

HIPAA Compliance. To the extent necessary for Contractor to perform the Services, Contractor shall fully comply and ensure EGUSD compliance relative to the services provided hereunder with all applicable regulations relating to the Health Insurance Portability and Accountability Act ("HIPAA"), as it may be amended and interpreted from time to time, in accordance with EGUSD's written notification and guidance given to Contractor regarding the interpretation of such applicable regulations. Notwithstanding the foregoing, if any amendments, changes or modifications to any regulations relating to HIPAA result in any changes, such changes shall be implemented and incorporated into this Agreement by way of amendment, as provided for herein. Failure to abide by these HIPAA regulations shall be cause for termination of this agreement.

10.6 Other Records. At any time during or after the term of this Agreement, all books, documents, and records of Agency relating to Agency's performance under this Agreement, including without limitation all federal, state, and local tax withholding and other filings and records related to Workers' Compensation, shall be available for reasonable inspection at any time during Agency's normal business hours.

During the term of this Agreement, EGUSD shall have the right to audit Agency hiring, personnel or employment records, including employee personnel files (subject to state laws governing employee personnel files) at any time during Agency's normal business hours.

ARTICLE XI

GENERAL PROVISIONS

11.1 Amendments. This Agreement may be amended, but only by a written document, dated and executed by both parties' authorized representatives and attached hereto. The parties agree to amend this Agreement to the extent reasonably necessary should the EGUSD to comply with its tax-exempt bond obligations and covenants, to maintain its tax-exempt status and to Qualify for tax-exempt financing.

11.2 Assignment. Neither party to this Agreement shall assign its rights or

delegate its duties under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld. However, it is understood that EGUSD may assign to its corporate affiliates without necessity of the prior written consent as above. Further, it is understood that in the event that either party so assigns its rights or delegates its duties, that party shall nonetheless remain responsible for satisfaction of all obligations included within this Agreement.

11.3 Attorneys. If legal action is commenced to enforce this Agreement, the prevailing party in such action shall be entitled to recover its costs and reasonable attorneys' fees in addition to any other relief granted.

11.4 Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary or convenient, and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

11.5 Entire Agreement. This Agreement contains the complete and full agreement between the parties with respect to the subject matter hereof and no modification of, or agreement to modify, any of the said terms and conditions shall be binding upon either party unless made in writing and signed by the parties' authorized representatives. This Agreement shall supersede all other agreements relative to the subject matter hereof by and between the parties.

11.6 Notices. Any and all notices permitted or required by this Agreement shall be deemed to have been duly given if mailed by United States registered or certified mail, addressed as below:

EGUSD: Elk Grove Unified School District
9510 Elk Grove-Florin Road
Elk Grove, CA 95624

Agency: Valley Healthcare Systems, Inc.
1401 El Camino Ave #510
Sacramento CA 95815
Attention: Todd Hollander

11.7 Severability. Any term or provision of this Agreement which is invalid or unenforceable by virtue of any statute, ordinance, court order, final administrative action or otherwise, shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.

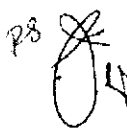
11.8 State Law. This Agreement shall be interpreted in accordance with the laws of the state of California.

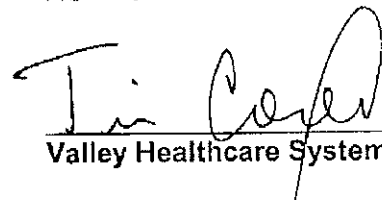
11.9 Medicare & Medicaid Fraud Representation. Each Party represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. Further, each Party represents that to the best of its reasonable knowledge its currently practicing staff (to include all employed staff and contracted staff) are not under sanction by a state or federal governmental agency, that its Staff are not currently excluded from participating in the Medicare or Medicaid programs, and that no such proceeding is pending. In the event an investigation of a Party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching Party reserves the right to immediately terminate this Agreement. It is understood and agreed to by the Parties that the ability to verify if any Staff are currently debarred is dependent upon the accuracy of the information contained on the OIG list of excluded persons and the representations of each individual staff.

THIS AGREEMENT is entered into on the date set forth in the preamble.

EGUSD

AGENCY

PS  Rick Z 5/16/13
Elk Grove Unified School District


Valley Healthcare Systems, Inc.
Tim Coxen
President

MR 10
2/13/13

ADDENDUM "A"
HOURLY RATE SCHEDULE
Travel

Classification	Hourly Bill Rate
RN	\$51
LVN	\$38
C.N.A	\$25
PT	\$67
OT	\$67
SLP	\$75

1.

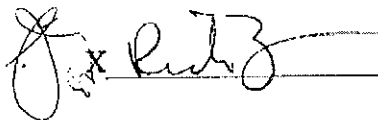
Overtime. EGUSD will be invoiced one and one-half (1.5) times the rate set forth above for Healthcare Professionals for all hours worked in excess of 8 hours per day and/or forty (40) hours per week and in accordance with state and federal wage and hour laws.

2. Holidays. EGUSD will pay one and one-half (1.5) times the regular rate set forth above for time worked by Healthcare Professionals in accordance with Holiday Schedule set forth by Hospital. A holiday shift will begin at 11pm the eve of the holiday and end at 11pm the day of the holiday.

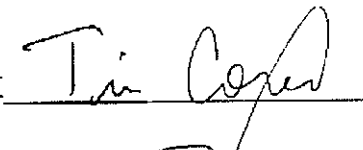
3. Contract to Hire- School can hire Agency's employee at the completion of 860 hours' work with no conversion fee.

Elk Grove Unified School District

Valley Healthcare Systems Inc

23  5/14/13

Printed Name Rich Fagan

x 

Printed Name Tim Coxen

WRK
2/27/13

Agenda Item No: _____

Supplement No. _____

Board Agenda ItemMeeting Date October 1, 2013**Subject:**Division: Facilities and Planning

**Gate Project at Florin High School
Acceptance and Notice of Completion**

Action Requested:

The Board of Education is asked to (1) accept the construction of Gate Project at Florin High School, and (2) authorize the filing of the Notice of Completion.



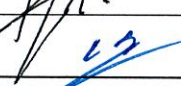

Discussion:

On June 18, 2013, the Board of Education awarded a contract to Arrow Fence Company for the Gate Project at Florin High School. The work has been completed and is recommended for acceptance by the Architect.

The Administration will file the Notice of Completion with the County Recorder within the statutory ten-day period.

Financial Summary:

Not applicable.

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

WHEN RECORDED, PLEASE SEND TO:

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

DSA File No. 34-H2
DSA Appl. No: 02-112953

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

That the work of improvements on the real property hereinafter described, consisting of construction of Gate Project at Florin High School, 7956 Cottonwood Lane, Sacramento, CA 95828 was completed on the 1st day of October, 2013.

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

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

That the name of the original Contractor for the work of improvements as a whole is Arrow Fence Company, 4025 Cincinnati Avenue, Rocklin, CA 95765; that the name of the surety for said Contractor is American Contractors Indemnity Company incorporated under the laws of the State of California; and authorized to do business in the State of California by the laws of the State of California.

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

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

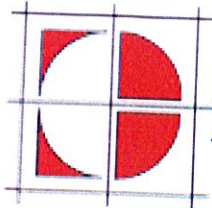
Elk Grove Unified School District

By _____
Authorized School Official

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, who proved to me on the basis of satisfactory evidence, to be the person(s) who appeared before me.

Signature of Notary Public (Seal)



Kirk S. Brainerd
Architect

August 26, 2013

Robert Pierce
Assistant Superintendent
Facilities Department
Elk Grove Unified School District
9510 Elk Grove-Florin Road
Elk Grove, Ca. 95624

Dear Robert,

The 2013 Gates at Florin High School project has been completed per plans and specifications by Arrow Fencing, Inc.

I recommend that the Elk Grove Unified School District accept this project at the next Board meeting and authorize filing the Notice of Completion.

Sincerely,

Kirk S. Brainerd- Architect