

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
November 5, 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. Conference with Legal Counsel – Anticipated Litigation: Significant Exposure to Litigation Pursuant to Education Code Section 54956.9, Subdivision (d)(4) - 1 case
2. Public Employee Appointment/Employment: Secondary School Vice Principals
3. 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
4. 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 | |
| 5. High School Student Representative Reports – Florin and Sheldon | 10 Minutes |
| 6. Presentation by President of Cosumnes River College | 5 Minutes |

AGENDA
ELK GROVE UNIFIED SCHOOL DISTRICT
Regular Meeting of the Board of Education
November 5, 2013

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<u>Item</u>	<u>Time – Approximate</u>
III. Student Expulsion Recommendations	
7. Requests for Student Expulsions	5 Minutes
8. Requests for Return from Student Expulsions	5 Minutes
IV. Budget Update	
9. 2013-14 Budget Update	10 Minutes
V. Board Member and Superintendent Reports	
VI. Public Comment	
VII. Bargaining Units	
VIII. Reports	
IX. Public Hearing/Action Items	
10. Tentative Agreement Between Elk Grove Unified School District and Elk Grove Education Association (EGEA) Dated September 27, 2013	5 Minutes
X. Discussion Items	
11. State Funded Common Core Budget Plan	10 Minutes
XI. Discussion/Action Items	
12. Stull Act Program – Proposed Petition to Audit Results	10 Minutes
XII. Action Items	
13. Sikh American Appreciation and Awareness Month	5 Minutes
14. 2013-14 District Comprehensive High School Course Catalog and College/Career Planning Guide and Alternative High School Course Catalog and College/Career Planning Guide	5 Minutes
15. Developer Fee Annual Report	5 Minutes
16. Ratification of Contracts, Item 31, #1 (Carried Over from 10-1-13 and 10-15-13 Board Meetings)	5 Minutes
XIII. Consent Agenda – Action	5 Minutes
17. Approval of Minutes	
18. Personnel Actions	
19. Resolution Regarding Board Member Absences	
20. Variable Term Credential Waiver	

AGENDA
ELK GROVE UNIFIED SCHOOL DISTRICT
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<u>Item</u>	<u>Time – Approximate</u>
XIII. Consent Agenda – Action (Continued)	5 Minutes
21. Approval of Purchase Order History	
22. Warrant Register Approval	
23. Acceptance of Gifts	
24. Disposal of Obsolete/Surplus Property	
25. Investment Policy	
26. Ratification of Contracts	
27. Contract Between Pearson VUE and Elk Grove Unified School District Authorizing EGACE as a Pearson VUE Authorized Testing Center	
28. New High School Course Approval	
29. Out-of-State Field Trip Approval	
30. 2013 Fencing at Elk Grove High School, Award of Contract	
31. Pleasant Grove High School Greenhouse, Award of Contract	
32. 2013 Fencing at Valley and Florin High Schools, Notice of Completion	
33. 2013 Fencing at John Reith and Union House Elementary Schools, Notice of Completion	
XIV. Other Action Items	
34. Discussion and Action on Items Removed From Consent Agenda	5 Minutes
XV. Information Items	
35. Other Items from the Floor	5 Minutes
36. 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

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Agenda Item No. _____

Board Agenda Item

Supplement No. _____

Meeting Date 11-5-13

Subject: Presentation by President of Cosumnes River College

Department: Administration

Action Requested:

The Board is requested to accept appreciation from Dr. Debbie Travis, President of the Cosumnes River College, for Elk Grove Unified School District's collaboration in providing classroom facilities at Cosumnes Oaks High School prior to the completion and opening of the new CRC Elk Grove Campus.

Discussion:

In our on-going partnership with CRC, over the last couple of years classroom space was made available for some of their college classes to be held at Cosumnes Oaks High School prior to the opening of their new Elk Grove Campus. Dr. Travis would like to express her appreciation to the District and staff who made this possible.

Financial Summary:

Prepared By: Steven M. Ladd Department Approval: _____

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

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 9
Supplement No. _____
Meeting Date: November 5, 2013

Board Agenda Item

Subject:

2013-14 Budget Update

Department:

Budget

Action Requested:

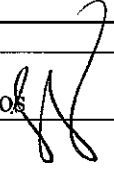
The Board is asked to hear a report regarding updated information for the 2013-14 State budget.

Discussion:

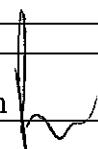
The attached report will focus on the status of determining the 2013-14 student counts for supplemental and concentration funding purposes.

Attachment to Follow

Financial Summary:

Prepared By: Shannon Stenroos 

Division Approval:

Rich Fagan 

Prepared By: _____

Superintendent Approval:

Steven M. Ladd, Ed.D. 

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 10

Board Agenda Item

Supplement No. _____

Meeting Date 11-5-13

Subject:

Department: Human Resources

Tentative Agreement Between Elk Grove Unified School District and Elk Grove Education Association (EGEA) dated September 27, 2013

Action Requested:

If the Tentative Agreement between the Elk Grove Unified School District (EGUSD) and the Elk Grove Education Association (EGEA) is ratified by EGEA, the Board of Education of EGUSD will be asked to conduct a Public Hearing to present the Tentative Agreement reached through negotiations September 27, 2013. Should there be an affirmative action by EGEA, the EGUSD Board President should announce and open the public hearing with a request for anyone who wishes to speak to the proposal to please come forward. After listening to any speakers, the Board President should close the public hearing. After closing the public hearing, the Board should be asked to take action to approve the tentative agreement.

Discussion:

If the Tentative Agreement is ratified by a vote of the EGEA members, the EGUSD Board will be asked to approve the attached Tentative Agreement. In addition, Education Code Section 3540.2 stipulates a fiscal review by the Sacramento County Office of Education (SCOE) of negotiated agreements to determine the financial impact of the agreement on the District budget. Therefore, the AB 1200 report which provides the financial analysis of the Tentative Agreement is attached and was submitted to SCOE for their review.

Financial Summary:

Prepared By: _____

Division Approval: Glen De Graw 

Prepared By: _____

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

Tentative Agreement
between
Elk Grove Unified School District
And
Elk Grove Education Association

September 27, 2013

Elk Grove Unified School District (District) and Elk Grove Education Association (EGEA), collectively referred to as "the parties," have considered their mutual interests and have agreed to enter into this Tentative Agreement (Agreement) to completely resolve negotiations for the 2013-2014 school year. All of the terms included in this Agreement are contingent upon approval by the Sacramento County Office of Education and ratification by both parties.

The parties agree that sections 1 and 2 of this Agreement equal a total compensation package of 2.7244% and this percentage amount shall be allocated as follows:

1. Effective retroactive to July 1, 2013, the 2013-2014 Certificated Salary Schedules, titled #10 and #9 (Adult Education) shall be increased by two percent (2%).
2. Effective retroactive to July 1, 2013, an additional two percent (2%) shall be added to step 19 of the 2013-2014 Certificated Salary Schedule #10 and to step 5 of the 2013-2014 Adult Education Salary Schedule #9.
3. In order to be eligible for any retroactive payment, a unit member must have worked during the 2013-2014 school year.
4. Term

The parties agree to extend the term of the collective bargaining agreement between the parties from July 1, 2013 to June 30, 2015. Except as provided in this Tentative Agreement, all other terms and conditions of the parties' collective bargaining agreement shall remain in full force and effect. The parties agree that EGEA and the District may each reopen up to four articles for the 2014-2015 school year.

5. LSH

a. Alternative Delivery Models

The parties agree to continue to meet to discuss new and alternative LSH delivery models to help ease LSH caseloads.

b. LSH Liaison

The parties agree that LSH unit members shall recommend a LSH Liaison to the District for two year terms. The District shall make the final decision regarding the LSH Liaison assignment. The LSH Liaison duties shall be determined by the District with input from EGEA and shall be in addition to their regular LSH job duties. The LSH Liaison shall not be responsible for or involved with the direction or assignment of other LSH unit members. The LSH Liaison shall be paid an annual adjunct duty stipend.

6. Meetings

Add to end of current Section 8.205:

If after school meetings total 90 minutes, teachers will not be required to attend other meetings that week outside of the 7.5 hour workday.

7. EGBERT

Since the LCFF model and restructuring of school finance has eliminated the State's deficit reduction repayment to schools, the parties have determined that it is in their mutual interest to continue to negotiate regarding the timing and methodology for payment of One Million, Six Hundred and Fifty Thousand dollars (\$1,650,000.00) to EGBERT listed in Section 3 of the Release and Settlement Agreement, dated July 30 and August 3, 2009, under the new LCFF model.

The parties have acknowledged and agreed that they have different interpretations of the "interest" provision in Section 3 of the Release and Settlement Agreement, dated July 30 and August 3, 2009 and agree to negotiate a resolution to this interpretation issue.

The parties agree to reach an agreement regarding Section 3 of the Release and Settlement Agreement, dated July 30 and August 3, 2009, by February 3, 2014. If the parties are unable to reach an agreement regarding Section 3 described herein by February 3, 2014, the parties agree that the District will make a Two Hundred Thousand dollars (\$200,000.00) payment toward the One Million, Six Hundred and Fifty Thousand dollars (\$1,650,000.00) by the end of February 2014, as described in this section and shall continue to negotiate.

8. Parental Leave

Revise Section 18.12 Parental Leave as follows:

A unit member shall be granted, upon request, up to four (4) days of paid leave to be taken at the birth or adoption of his/her child. These days may be taken at the time of delivery of the child, receipt of the adoptive child and/or at the time the mother and child leave the hospital. The leave shall be deducted from sick leave.

In addition, a unit member may choose to use their accrued and unused sick leave after the unit member's parental leave is over but before their Family Medical Leave Act leave runs out. This additional sick leave usage shall be deducted from the unit member's sick leave balance.

9. Three Year Calendar

The parties agree to develop school calendars for 2014-2015, 2015-2016 and 2016-2017 by February 3, 2014.

10. February 1st Deadlines

The Parties agree to revise all references to deadlines in the collective bargaining agreement to submit requests for full or partial leaves specifically including personal leaves and extensions of personal leaves, shared contracts and extension of shared contracts, sabbaticals, and Foreign Educational Employment leaves to February 1st of each school year for the following school year. The parties agree that it is within the District's discretion to approve leaves that are submitted after February 1st. If February 1st falls on a non-work day, this deadline shall be on the workday preceding February 1st.

11. Adjunct Duties

Add the following paragraph to the beginning of section 8.502:

Each site will develop and implement an annual process to allow interested bargaining unit members and administrators to collaboratively review, evaluate and discuss adjunct duties. Site administrators have final approval of all adjunct duties based upon the guidelines and expectations that follow.

Delete sections 20.206 and 20.207 (adjunct duties)

12. 2014-2015 Transitional Kindergarten (TK) through Third Grade and Fourth through Sixth Class Sizes

The parties agree to enter into a Memorandum of Understanding (MOU) by December 15, 2013, to address class sizes in grades TK-3 and 4-6 for the 2014-2015 school year that addresses the impact of LCFF. If the parties are unable to

reach a MOU by December 15, 2013, the parties agree that the terms of the parties' collective bargaining agreement regarding class size shall apply.

13. Overloads

The parties also agree to enter into an MOU by February 3, 2014, to address elementary overloads.

14. Side Letter Shared Contracts

The parties also agree to enter into a MOU by December 15, 2013, to finalize the Frequently Asked Questions (FAQs) regarding Shared Contracts. If the parties are unable to reach a MOU by December 15, 2013, the parties agree that the terms of the parties' collective bargaining agreement regarding Shared Contracts shall apply.

15. Partial Sick Leave/Personal Necessity

Add the following new section to Section 18.306:

Partial day leaves including Sick Leave and Personal Necessity Leave shall be docked based on a half (0.5) hourly basis and not by half day/full day. Any Sick Leave docking shall be in increments of 30 minutes.

(Note: For example, if a certificated employee misses three (3) hours of the day, they will be docked three (3) hours of Sick Leave. If a certificated employee misses 3 hours 10 minutes, they will be docked 3.5 hours Sick Leave.)

16. Program Improvement Meetings

Representatives from EGEA and EGUSD will meet three times each school year to discuss Program Improvement at school sites.

For EGEA

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

For EGUSD

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Dated: 9/27/13

Dated: _____

Board Agenda Item

Agenda Item No: 11

Supplement No. 11.6

Meeting Date November 5, 2013

Subject: State Funded Common Core Budget Plan

Division: Administration

Action Requested:

Receive and discuss a State Funded Common Core Budget Plan.

Discussion:

The plan will be forwarded prior to the Board meeting.

Financial Summary:

Prepared By: Steven M. Ladd

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

Prepared By: _____

Superintendent Approval: Steven M. Ladd
at.

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item
No:

12

Board Agenda Item

Supplement No.

Meeting Date:

November 5, 2013

Subject:

STULL ACT PROGRAM – PROPOSED PETITION TO
AUDIT RESULTS

Department:

Fiscal Services

Action Requested:

The Board of Education is asked to hear a recommendation and provide direction to staff regarding options to appeal the results of the State Controller's Office audit of the District's Stull Act Mandated Cost claims for July 1, 1997, through June 30, 2010.

Discussion:

On August 23, 2013, the District received the final audit report from the State Controller's Office (SCO) regarding mandated costs claimed under the Stull Act program for the period of July 1, 1997, through June 30, 2010. As a reference, the Stull Act legislation provides mandated cost reimbursement for specific activities related to evaluation and assessment of the performance of "certificated personnel" within a school district.

During the period of July 1, 1997, through June 30, 2010, the District submitted claims totaling \$4.3 million and the SCO audit concluded that \$2.2 million of the claims were unallowable. Please note that of the total amount claimed by the District only \$628,288 has actually been reimbursed to the District.

Staff has been working with Mr. Steve Smith of Steve Smith Enterprises, Inc., who was previously retained by the District to complete many of the Stull Act claims in the past, to determine options to appeal the findings. The District has two options to dispute the SCO's reduction to the District's original claim. One option would be to file an Incorrect Reduction Claim with the Commission on State Mandates. The second option would be to file a petition with the Office of Administrative Law (OAL) to Challenge an Underground Regulation.

Mr. Smith recommends and staff agrees that the District should pursue the second option and file a petition to Challenge an Underground Regulation. We believe there is a solid case and a successful case would invalidate the action taken by the SCO. There are at least two instances where the SCO appears to have engaged in underground rule making; 1) their interpretation of source documentation, and 2) their interpretation of the audit time period.

This option is less costly and a more efficient route than an Incorrect Reduction Claim (ICR). In addition, there still would be the option to pursue an ICR as a backup option as the District has three years from the date of the final audit report to file such claim.

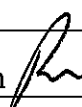
For the Board's consideration, attached is a proposal from Steve Smith Enterprises, Inc., to provide services to file a petition with Office of Administrative Law (OAL) to Challenge an Underground Regulation at a cost not to exceed \$16,000.

Financial Summary:

Cost of \$16,000 would need to be added to the General Fund Unrestricted budget.

Prepared By: Carrie Hargis

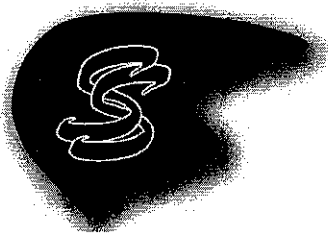
Division Approval:

Rich Fagan 

Prepared By: _____

Superintendent Approval:

Steven M. Ladd, Ed.D. 



**OAL PETITION
AGREEMENT BETWEEN
STEVE SMITH ENTERPRISES, INC.
And
ELK GROVE UNIFIED SCHOOL DISTRICT**

THIS AGREEMENT is made by Elk Grove Unified School District, hereafter called "Client" and Steve Smith Enterprises, Inc., a California corporation, hereinafter called "Contractor."

WITNESSETH

WHEREAS, Client is authorized to retain services related to filing a petition with the California Office of Administrative Law (OAL) challenging specified aspects of the State Controller's Office Final Audit Report of the Client's Stull Act Mandated Cost Program as an underground regulation; and

WHEREAS, it is necessary and desirable that Contractor be retained by Client for the purpose of performing the consulting services;

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. Services to be performed by the Contractor. In consideration of the payment hereinafter set forth, Contractor agrees to provide Client services necessary to:
 - a) File a Petition with OAL regarding the State Controller's Office alleged use of underground regulations during their audit of the Client's Stull Act Mandated Cost Program. This includes all rebuttal filings and providing additional information to OAL up to the issuance of a final ruling by OAL.
 - b) This agreement does not include incorrect reduction claims.
2. Payment. In consideration of the services set forth above, Client agrees to pay Contractor for actual work performed on a time and material basis **not to exceed \$16,000**. Contractor will not exceed this amount without prior authorization of the Client.

Principals - \$200 per hour
Consultants - \$110 per hour
Support staff - \$70 per hour

Mileage and other expenses, if incurred, will be billed based on actual cost.

Contractor's invoices will be submitted monthly and are due and payable within fifteen days of the invoice date.
3. Termination. This agreement may be terminated by either party during the contract period. A 30 day notice is required.
4. Limitation of Contractor's Liability. In no event shall Contractor's liability to Client, for any reason arising out of this Agreement, exceed the amount of fees actually received by

Contractor from Client under this Agreement. Contractor shall not be liable for any consequential damages. The Contractor does not guarantee any specific result of the petition filed with OAL.

5. Contract Period. October ____, 2013 through the date OAL issues a final ruling..
6. Independent Contractor. The parties agree that Contractor is an independent contractor. This Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, association, or any relationship whatsoever other than that of independent contractor.
7. Modifications. No modification or supplement to any provision of this Agreement shall be valid unless executed in writing by each party, through its duly appointed representative as designated in the party's signature block below.
8. Enforcement Costs. If any legal action or arbitration is brought to enforce the terms of this Agreement or a party's rights or obligations under this Agreement, then the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, arbitrators' fees and other costs incurred in the action or arbitration, in addition to any other relief to which the party may be entitled.
9. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of California.
10. Binding Arbitration. Any dispute or claim in law or equity arising out of this Agreement or any transaction resulting from this Agreement shall be decided by binding arbitration conducted in Sacramento, California, in accordance with the rules of the American Arbitration Association. No exemplary damages may be awarded. Judgment upon the award may be entered in any court having jurisdiction. Each party shall have the right to discovery under California Code of Civil Procedure section 1283.05. Arbitration shall not be mandatory, however, on actions to protect confidential/proprietary information.
11. Further Assistances. Each party shall, at the request of the other party, execute and deliver such additional instruments and take such additional action as may be necessary or appropriate to carry out the purposes and intents of this Agreement.
12. Severability. No provision of this Agreement shall be construed so as to require the commission of any act contrary to law. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be severed from the Agreement, and the remaining provisions of the Agreement shall remain in effect.
13. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. There are no agreements, understandings, representations, or warranties, whether written or oral, between the parties other than those set forth in this Agreement.

IN WITNESS WHEREOF, the parties below, who have affixed their hands on the _____ day of _____, 2013.

Contractor: STEVE SMITH ENTERPRISES, INC., a California Corporation.

By _____
Signature of Authorized Representatives for Modifications

Steve Smith, President
Printed Name and Title

24 Quail Point Place
Carmichael, CA 95608
(916) 216-4435

Client: ELK GROVE UNIFIED SCHOOL DISTRICT

By _____
Signature of Authorized Representatives for Modifications

Printed Name and Title

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 13

Board Agenda Item

Supplement No. _____

Meeting Date November 5, 2013

Subject:

Division: Curriculum/Professional Learning

Sikh American Awareness and Appreciation Month

Action Requested:

The Board of Education is requested to adopt a resolution that designates November 2013 as Sikh American Awareness and Appreciation Month.

Discussion:

This resolution recognizes and acknowledges the significant contributions made by Californians of Sikh heritage to the state and affords the opportunity for its students to understand, recognize, and appreciate the rich history and shared principles of Sikh Americans.

The California Department of Education has designated the month of November 2013 as California Sikh American Awareness and Appreciation Month. In doing so, they note that this observance permits the society at large, and the schools in particular, to celebrate the achievements of Sikh Americans and also to re-examine society's role in preserving the Civil Rights of all of its citizens.

Financial Summary:

No financial impact is anticipated.

Prepared By: Rebecca Davis

Division Approval: Mark Cerutti

Prepared By: _____

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

ELK GROVE UNIFIED SCHOOL DISTRICT
ELK GROVE, CALIFORNIA
RESOLUTION NO. 27, 2013-2014

**ESTABLISHMENT OF SIKH AMERICAN AWARENESS
AND APPRECIATION MONTH**

WHEREAS, California and our nation are enriched by the unparalleled diversity of our residents; and

WHEREAS, Among this unprecedented diversity in California, there reside Americans of Sikh origin whose population comprises nearly 40 percent of the nation's estimated Sikh population; and

WHEREAS, Sikh immigrants have resided in California for more than a century, with the first Sikh immigrants having labored on railroad construction projects, in lumber mills, and in the agricultural heartlands of the Sacramento, San Joaquin, and Imperial valleys; and

WHEREAS, While Sikh Americans have distinguished themselves in numerous areas of endeavor, they have demonstrated particular success in the areas of agriculture, trucking, medicine, and in the creation of small, family-owned businesses; and

WHEREAS, Sikh Americans have served as members of Congress, mayors, judges, city council members, soldiers, and scientists; and

WHEREAS, The Sikh and Punjabi American communities of California continue to make important contributions to our state and nation; and

WHEREAS, The Sikh Council of Central California, representing a dozen main Sikh temples in the Fresno County area, actively takes part in the Multifaith Exchange and Interfaith Alliance meetings and seminars to share their monotheistic religion and the tenets of their faith, and the important role that Sikh Americans play in furthering mutual understanding and respect among all peoples;

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Elk Grove Unified School District that November 2013 is designated as Sikh American Awareness and Appreciation Month; and

BE IT FURTHER RESOLVED that the Governing Board of the Elk Grove Unified School District recognizes and acknowledges the significant contributions made by Californians of Sikh heritage to our state, and by adoption of this resolution seeks to afford all students the opportunity to better understand, recognize, and appreciate the rich history of Sikh Americans; and

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

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

Board Agenda Item

Subject:Department: Curriculum/Professional Learning

2014-2015 District Comprehensive High School Course Catalog and College/Career Planning Guide, and Alternative Education Course Catalog and College/Career Planning Guide

Action Requested:

The Board of Education is requested to adopt the 2014-2015 Comprehensive High School Course Catalog and College/Career Planning Guide, and the Alternative Education Course Catalog and College/Career Planning Guide.

Discussion:

The 2014-2015 Elk Grove Unified School District course catalogs provide information for courses offered in the district high schools. There is additional information regarding graduation requirements, career academy programs, and college testing.

The Elk Grove Unified School District Comprehensive High School Course Catalog and College/Career Planning Guide includes all district high school courses, including the district course codes and the adopted curricula for each course. The catalog is also available in Spanish and Hmong for students and their families requiring a translated version.

The Alternative Education Course Catalog and College/Career Planning Guide provides information about our district's alternative high schools and independent study program. The catalog provides details about the district's Career Technical Education (CTE) courses, the Regional Occupational Program (ROP), and includes descriptions for these courses.

The 2014-2015 course catalogs will continue to be provided electronically via our district website and through each school's website. Students who do not have Internet access will be provided a hard copy of the catalog during the course selection process, which will begin in December.

Financial Summary:

\$12,000 for the printing of the comprehensive high school course catalog.

\$ 100 for the printing of the alternative high school course catalog

\$12,100 Total Cost

Prepared By: Jerrilyn M. Ewing *JME*Division Approval: Mark Cerutti *M.C.*Superintendent Approval: Steven M. Ladd, Ed.D. *SL*

Board Agenda ItemAgenda Item No: 15

Supplement No. _____

Meeting Date: November 5, 2013**Subject:**

Developer Fee Annual Report

Department:

Fiscal Services

Action Requested:

The Board is asked to approve the attached Annual Report of 2012-13 Developer Fee expenditures, which was presented for 1st review on October 15, 2013.

Discussion:

Government Code §66006 requires that an annual report of income and expenditures from developer fees and the beginning and ending fund balances in the Capital Facilities Fund be made available to the public within 180 days after the end of the fiscal year.

Beginning Fund Balance July 1, 2012	\$	22,516,689.00
Income/Incoming Transfers		14,160,761.00
Interest		155,294.00
Expenditures/Outgoing Transfers		(13,889,955.00)
Ending Fund Balance June 30, 2013	\$	22,942,789.00

Government Code §66006 also requires that the Board review this information at a later date in a public meeting. For the convenience of the Board and the public, attached is a summary of the District's unaudited financial records listing developer fee expenditures by site and activity, and provides other required information such as the percentage of project cost funded by the fees.

During 2012-13 the District charged the following developer fees:

	7/01/12 - 7/10/12	7/11/12 - 6/18/13	6/19/13 - 6/30/13
Level I (per sq. ft.)	\$2.97	\$3.20	\$3.20
Level II (per sq. ft.)	\$1.35	\$1.46	\$1.47
Total Residential	\$4.32	\$4.66	\$4.67
	7/1/2012 - 9/06/12	9/07/12 - 6/30/13	
Commercial/Senior (per sq. ft.)	\$0.47	\$0.51	

Any members of the public desiring more detailed information regarding developer fees may contact the Facilities and Planning Department.

The District remains in full compliance with all legal requirements regarding developer fees. All fees collected relate to accommodation of new student enrollment growth, and all fees are spent within five years of receipt.

Prepared By: Eric Walle

Division Approval:

Rich FaganPrepared By: Carrie Hargis

Superintendent Approval:

Steven M. Ladd, Ed.D.

ELK GROVE UNIFIED SCHOOL DISTRICT
Fiscal Services Department

Printed 9/24/2013 10:53 AM

2012-13 Developer Fee Report by Project and Fees

Project	Level I (per sq. ft.)	Level II (per sq. ft.)	Commercial/Sr. (per sq. ft.)	Total	Percent of Total 12/13 Developer Expenditures *	Percent of Total Project Funded by Developer Fees to Date**	Projected Start Date (for projects not started)	Projected or Actual Open Date (M/Y) ***
Interest	155,294			155,294				
Fees	7,247,949	3,305,819	196,878	10,750,646				
Other Local Income				0				
Transfers	3,410,115			3,410,115				
Total 12-13 Income	10,813,358	3,305,819	196,878	14,316,055				
Beginning Balance	8,925,519	12,581,410	1,009,760	22,516,689				
Total Income	19,738,877	15,887,229	1,206,638	36,832,744				
Developer Fee Admin Costs	160,411			160,411	2.15%		10/13	08/15
School Facilities Needs Assessment	5,950			5,950	0.04%		under review	
Enrollment Growth	10,655			10,655	0.08%		05/15	08/16
Emergency Portables				0	0.00%		under review	
Charter Schools	162,715			162,715	1.19%			
Marion Mix Elementary	1,134,062	7,200,000		8,334,062	60.70%			
Laguna Ridge #1				0	0.00%			
Anatolia 2 Elementary	50,000			50,000	0.36%			
Miwok Village Elementary	200,000			200,000	1.46%			
New Dillard Elementary	4,678,976			4,678,976	34.08%			08/15
PGHS Agriculture Building	151,217			151,217	1.10%			10/11
rHouse @ Cosumnes Oaks HS	135,969			135,969	0.99%			05/13
Total Expenditures	6,689,955	7,200,000	0	13,889,955	100.00%	n/a		
Ending Balance	13,048,922	8,687,229	1,206,638	22,942,789				
				22,942,789				

* Admin Costs percentage calculated on fee revenue (Level I, including Comm/Sr.) Other cost percentages calculated on total expenditures less Admin Costs.

** Some projects are only funded for planning or until State funding is approved. Eventual developer fee share of total construction cost may be different.

***Subject To State Funding Availability.

ELK GROVE UNIFIED SCHOOL DISTRICT
Fiscal Services Department

Total Project Expenditures and Percentage Funding Resources

Site	Budgeted/Actual Amount Per Funding Source			Interest & Misc.	Total	Percent Dev Fees to Date	Projected Completion Date (fiscal year)
	Dev. Fees	State Funds	Mello-Roos				
Marion Mix Elementary	10,034,062	0	3,573,244	254,932	13,862,238	72.38%	15/16
Laguna Ridge #1	1,574,402	0	425,598	52,298	2,052,298	76.71%	under review
Anatolia 2 Elementary	250,000	0	0	31,561	281,561	88.79%	16/17
Miwok Village Elementary	2,200,000	0	5,000	90,455	2,295,455	95.84%	under review
New Dillard Elementary	6,678,976	0	0	177,991	6,856,967	97.40%	15/16
PGHS Agriculture Building	1,651,217	1,508,845	2,211,269	9,805	5,381,136	30.69%	13/14
rHouse @ Cosumnes Oaks HS	135,969	274,867	1,220,016	6,334	1,637,186	8.31%	12/13
Total	22,524,626	1,783,712	7,435,127	623,376	32,366,841	69.59%	

32,366,841

ELK GROVE UNIFIED SCHOOL DISTRICT
Fiscal Services Department

Budget for Carry Over Balances for 2013-14

Project	Type of Developer Fee			Total
	Level I	Level II	Commercial	
Marion Mix Elementary				0
Laguna Ridge #1				0
Anatolia 2 Elementary			1,062,000	1,062,000
Miwok Village Elementary				0
New Dillard Elementary	12,100,000	8,000,000		20,100,000
PGHS Agriculture Building				0
rHouse @ Cosumnes Oaks HS				0
Contingency	948,922	687,229	144,638	1,780,789

1,780,789

Total **13,048,922** **8,687,229** **1,206,638** **22,942,789**

Ending balances from Summary Report 13,048,922 8,687,229 1,206,638 22,942,789

ELK GROVE UNIFIED SCHOOL DISTRICT
Fiscal Services Department

Five-Year Report for 2013-14

Our findings are that no funds collected five or more years ago remain unexpended.

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 16

Board Agenda Item

Supplement No. _____

Meeting Date: 11-5-13

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 contract below, which is under the bid limit of \$83,400 and has been approved by authorized district staff.

Copy of the contract is on file with Fiscal Services, should you wish to review it in detail.

	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

Financial Summary:

Please see funding information provided above.

Prepared By: Carrie Hargis *Carrie Hargis*

Division Approval:

Rich Fagan *RF*

Prepared By: _____

Superintendent Approval:

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

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 17

Board Agenda Item

Supplement No. _____

Meeting Date 11-5-13

Subject: Approval of Minutes

Department: Board of Education

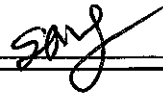
Action Requested: Approve minutes of the regular board meetings held October 1 and 15, 2013, and the special board meeting held October 9, 2013.

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) [17]
2. Leave(s) of Absence
3. Rehire(s)
4. Resignation(s)
5. Retirement(s)
6. Returning from Leave(s) of Absence

CLASSIFIED:

APPROVE:

1. New Hire(s) [18]
2. Leave(s) of Absence
3. Promotion(s)
4. Resignation(s)
5. Retirement(s)
6. 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

Agenda Item No: 19

Supplement No. _____

Meeting Date August 20, 2013

Subject: Resolution Regarding Board Member Absences

Division: Board of Education

Action Requested:

Approve Resolution No. 28, 2013-14 authorizing payments of the monthly compensation to Carmine Forcino for meetings missed on October 9 and 15, 2013, due to illness.

Discussion:

Education Code Section 35120 authorizes payment to board members for missed meetings due to illness, hardship, or performance of services outside the District for the district when the board, by resolution, finds that they were absent because of illness, hardship, or service to the district.

Financial Summary:

Prepared By: Arlene Hein

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

Prepared By: _____

Superintendent Approval: _____

**ELK GROVE UNIFIED SCHOOL DISTRICT
ELK GROVE, CALIFORNIA**

RESOLUTION NO. 28, 2013-14

WHEREAS, Carmine S. Forcina was absent from the October 9, 2013, special meeting of the Board of Education and the October 15, 2013, regular meeting of the Board of Education due to illness;

THEREFORE, BE IT RESOLVED, that Carmine S. Forcina be paid for the above stated meetings missed in accordance with Board Bylaw 9250 and Education Code Section 35120.

Jeanette J. Amavisca. Clerk
Board of Education

Dated: November 5, 2013

Agenda Item No.: _____

Supplement No.: _____

Meeting Date: November 5, 2013**Board Agenda Item****Subject:**

Variable Term Credential Waiver

Department: Human Resources

Action Requested: The Board is asked to approve a Variable Term Credential Waiver for Darcy Kelly, Adapted Physical Education Teacher at Jessie Baker School.

Discussion:

Human Resources is requesting that a credential waiver be granted to Darcy Kelly for the 2013-14 school year.

Despite a continuous recruitment effort by Student Services, administrative staff at Jessie Baker School and Human Resources, a fully credentialed, qualified candidate has not been identified to fill an Adapted Physical Education vacancy.

Ms. Kelly holds both a Multiple Subject credential and a Single Subject credential in Physical Education. She has a B.S. degree in Kinesiology and coursework in Adapted Physical Education.

She is currently in the process of enrolling in the Adapted Physical Education program at CSU Chico and will complete the necessary coursework to obtain the added authorization in Adapted Physical Education. The expected completion date is Summer 2015.

The Variable Term Waiver will allow Ms. Kelly the time needed to complete the necessary credential requirements for the Adapted Physical Education authorization.

Financial Summary:Prepared By: Bindy Grewal, Ed.D.

Division Approval: _____

Glen De Graw



Prepared By: _____

Superintendent Approval: _____

Steven M. Ladd, Ed.D.



ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 21

Board Agenda Item

Supplement No. _____

Meeting Date November 5, 2013**Subject:****APPROVAL OF PURCHASE ORDER HISTORY.**Department: Finance & School Support**Action Requested:**

The Board of Education is asked to approve purchase orders for the weeks of September 21, 2013 through October 11, 2013.

Discussion:

The Purchase Order History and Cost Modifications for the month September 21, 2013 through October 11, 2013 are listed below. The purchase orders are on file in the Purchasing Department if you wish to review them.

Encumbrances:

<u>Fund</u>	<u>Purchase Orders Issued</u>	<u>Purchase Order Encumbrance Costs</u>
01 General Fund	491	\$ 10,759,856.31
11 Adult Education Fund	02	\$ 1351.83
12 Child Development Fund	02	\$ 146.56
13 Food Nutrition Services Fund	15	\$ 118,954.04
25 Developer Fee Capital Facilities Fund	01	\$ 825.97
35 State School Facilities Construction Fund	04	\$ 1,504,811.00
49 Facilities Special Project Fund	01	\$ 2,700.00

Total Encumbrances \$ 12,388,645.71

Modifications:

<u>Fund</u>	<u>Purchase Orders Modified</u>	<u>Purchase Order Modification Costs</u>
01 General Fund	18	\$ 29,887.70
11 Adult Education Fund	02	\$ 1,690.29
13 Food Nutrition Services Fund	02	\$ 162,000.00

Total Modifications \$ 193,577.99
Financial Summary Grand Total \$ 12,582,223.70

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

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 22
Supplement No.
Meeting Date: 11/05/13

Board Agenda Item

Subject:

Warrant Register No. 3
All Funds: September 1, 2013 – September 30, 2013

Department: Fiscal Services

Action Requested:

Approve Warrant Register No. 3 – Warrant Numbers 951961-953021, 288441-289533.

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.3 – Warrant Numbers 951961-953021, 288441-289533.

See attached report for Warrant Register No. 3 expenditures.

Financial Summary:

Total expenditures for all funds from September 1, 2013 –September 30, 2013, are \$39,651,773.60

Prepared By: Shelley Clark *Shelley Clark*

Division Approval:

Rich Fagan *RF*

Prepared By: Carrie Hargis *Carrie Hargis*

Superintendent Approval:

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

[illegible]

PAYROLL WARRANTS FUND 1

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
9/10/13	288441-288924	1162215.67	677123.76	484784.91	242.00						65.00
9/17/13	288925-288971	136591.59	122860.32	13659.27							72.00
9/20/13	288972-288993	-1333.76	1069.00	-4501.89							2099.13
9/30/13	288994-289533	24071564.45	19418835.16	4494491.66	10186.00						148051.63
TOTALS (CANCELS)		25369037.95 -7197.61	20219888.24	4988433.95	10428.00	0.00	0.00	0.00	0.00	0.00	150287.76
GRAND TOTAL		35559121.51	20219888.24	4988433.95	158166.52	620049.54	2358497.10	272245.00	0.00	78488.57	6863352.59

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
9/6/13	951961-952108	6035.88				12.41	6023.47				
9/13/13	952109-952389	25066.31				17587.09	7479.22				
9/20/13	952390-952765	4526.19				3176.23	1319.96			30.00	
9/27/13	952766-953021	40176.24				7591.11	31500.37				1084.76
TOTALS		75804.62	0.00	0.00	0.00	28366.84	46323.02	0.00	0.00	30.00	1084.76

PAYROLL WARRANTS FUND 11

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
9/10/13	288441-288924	57927.10	46846.03	11081.07							
9/30/13	286994-289533	138796.30	66317.75	72478.55							
TOTALS (CANCELS)		196723.40	113163.78	83559.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL		272528.02	113163.78	83559.62	0.00	28356.84	46323.02	0.00	0.00	30.00	1084.76

ELK GROVE UNIFIED SCHOOL DISTRICT

23

Agenda Item No: _____

Board Agenda Item

Supplement No. _____

Meeting Date: November 5, 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	Target Stores	Laguna Creek High School (Principal's Discretion)	\$1,153.39	9/1/2013
Gift Donation (Miscellaneous school supplies and backpacks)	Annie Anderson	Prairie Elementary School	\$100.00	9/5/2013
Cash Donation	Cynthia Gomez	Elitha Donner Elementary School (Mrs. Golden's class)	\$100.00	9/19/2013
Cash Donation	Stephen & Monica Pagemiller	Toby Johnson Middle School (Principal's Discretion)	\$50.00	9/24/2013
Cash Donation	Leslie NS Wong, DDS, Inc.	Toby Johnson Middle School (Visual Arts Department/Mr. Shielen's class)	\$100.00	9/23/2013
Cash Donation	Kathleen Ruthford	Toby Johnson Middle School (P.E. Department)	\$25.00	9/23/2013
Cash Donation	Cynthia Gomez	Toby Johnson Middle School (Ms. Sipulas's class)	\$100.00	9/23/2013
Gift Donation (Wheelchair)	Diane Avampato	Laguna Creek High School (Special needs program)	\$500.00	9/25/2013
Cash Donation	Maxwell & Jean Fung	Elizabeth Pinkerton Middle School (Principal's Discretion)	\$50.00	9/24/2013
Cash Donation	Keather Kehoe	Elizabeth Pinkerton Middle School (Principal's Discretion)	\$200.00	9/24/2013
Cash Donation	Christina Kusuma	Elizabeth Pinkerton Middle School (Principal's Discretion)	\$100.00	9/24/2013
Cash Donation	Yvonne Abellera	Elizabeth Pinkerton Middle School (Principal's Discretion)	\$100.00	9/24/2013
Cash Donation	Amy Irvine	Elizabeth Pinkerton Middle School (Principal's Discretion)	\$50.00	9/24/2013
Cash Donation	Susan Hopkins	Elizabeth Pinkerton Middle School (Principal's Discretion)	\$50.00	9/24/2013
Cash Donation	Joseph & Patti Caldero	Elizabeth Pinkerton Middle School (Principal's Discretion)	\$200.00	9/24/2013
Gift Donation (39 Free Admission Passes)	The California Museum	EGUSD Attendance Campaign	\$331.50	9/24/2013

(Continued...Page 1 of 2)

Prepared By:

Carrie Hargis

Carrie Hargis

Division Approval:

Rich Fagan

RF

Prepared By:

Superintendent Approval:

Steven M. Ladd, Ed.D.

sm

<u>Item</u>	<u>Donor</u>	<u>School/Program</u>	<u>Value</u>	<u>Date Received</u>
Cash Donation	Brenda Plath	Elitha Donner Elementary School (Mrs. Plath's class)	\$41.92	10/1/2013
Gift Donation (Snare Drum)	Carol Meylor	Katherine Albiani Middle School (Music Department)	\$100.00	10/4/2013
Cash Donation	Laguna Sunrise Rotary Club	Laguna Creek High School (AVID SAT test)	\$180.00	10/9/2013

Board Agenda Item

Agenda Item No: _____

Supplement No. _____

Meeting Date November 5, 2013Subject:

DISPOSAL OF OBSOLETE/SURPLUS PROPERTY.

Department: Finance & School SupportAction Requested:

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

Discussion:

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

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

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

Misc. Desktop Computers: 122

Misc. Laptop Computers: 25

Misc. Computer Monitors: 122

Financial Summary:

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

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

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 24B

Board Agenda Item

Supplement No. _____

Meeting Date November 5, 2013

Subject:

DISPOSAL OF OBSOLETE/SURPLUS PROPERTY.

Department: Finance & School Support

Action Requested:

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

Discussion:

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

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

Misc. Classroom Furniture: 09

Misc. Office Furniture/Equipment: 57

Misc. Audio-Visual Equipment: 154

Misc. Food and Nutrition Services Equipment: 02

Misc. Computer Accessories: 130

Misc. Industrial Technology Equipment: 05

Misc. Printers: 52

20 wooden pallets

Financial Summary:

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

Prepared By: Ruth Dew

Division Approval: Rich Fagan

Prepared By: Ruth Dew

Superintendent Approval: Steven M. Ladd Ed.D.

ELK GROVE UNIFIED SCHOOL DISTRICT

25

Agenda Item No. _____

Board Agenda Item

Supplement No. _____

Meeting Date: _____

November 5, 2013

Subject:

Department: Fiscal Services

Investment Policy

Action Requested:

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

Discussion:

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

As of September 30, 2013, EGUSD has \$180,880,172 from all District Funds, in addition to Mello-Roos Investment proceeds of \$21,847,719 in the County Treasurer's pool. The District's portion is 10.13% of the total pooled assets of \$2,001,997,902.

Financial Summary:

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

Prepared By:

Shelley Clark

Shelley Clark

Division Approval:

Rich Fagan

Rich Fagan

Prepared By:

Carrie Hargis

Carrie Hargis

Superintendent Approval:

Steven M. Ladd, Ed.D.

Steven M. Ladd

ELK GROVE UNIFIED SCHOOL DISTRICT

Fiscal Services Department

October 17, 2013

**Cash per Fund for Quarterly Investment Report
2013-2014**

Fund	Fund Name	9/30/2013
01	General Fund	\$ 101,005,855
09	Elk Grove Charter School	\$ 3,003,412
11	Adult Education Fund	\$ 1,561,916
12	Child Development Fund	\$ (682,290)
13	Food & Nutrition Services Fund	\$ 281,479
14	Deferred Maintenance Fund	\$ 930,426
17	Special Reserve - Non Capital	\$ -
25	Developer Fees Capital Facilities Fund	\$ 24,533,162
35	State School Construction Fund	\$ 18,827,670
40	Special Reserve Fund	\$ 313,615
47	Mello Roos Bond Sale Proceeds (#6)	\$ (38,380)
49	Special Projects Fund	\$ 18,976,074
52	Debt Service Fund	\$ -
67	Self Insurance Fund	\$ 12,167,234
Total		\$ 180,880,172

Cash with County Treasurer (Mello-Roos Investments)

Series 87	\$ 910,434
Series 91	\$ -
Series 94	\$ -
Series 95	\$ 3,109,383
Series 98/2012 Refunding	\$ 9,535,300
Series 01	\$ 4
Series 03	\$ 1,391,456
Series 05	\$ 2,170,539
Series 08	\$ 4,730,602
Total	\$ 21,847,719

Total Cash All	\$ 202,727,891
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Total County Pool	\$ 2,001,997,902
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EGUSD % of Total Pool	10.13%
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ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item
No:

26

Board Agenda Item

Supplement No.

Meeting Date:

November 5, 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

Carrie Hargis

Division Approval:

Rich Fagan

R

Prepared By:

Superintendent Approval:

Steven M. Ladd, Ed.D.

sm

ELK GROVE UNIFIED SCHOOL DISTRICT**Fiscal Services****November 5, 2013 Board of Education Meeting****Agenda Item – Ratification of Contracts**

Contracts under bid limit authorized 9/27/13 - 10/17/13

	Agreement With	Services Provided	Term of Agreement	Department	Funding Source	Amount
1.	San Joaquin County Office of Education	Autism Added Authorization Credential program	8/1/13 – 6/30/14	Human Resources	General Fund - Unrestricted	\$51,750
*2.	Elk Grove Food Bank Services	ESL and GED Distance Learning classes	11/5/13 – 6/25/14	Elk Grove Adult & Community Education	Adult Education	\$6,000
3.	DataWORKS Educational Research	Provide two (2) Explicit Direct Instruction for English Learners workshops at Roy Herburger Elementary	10/7/13 and 12/2/13	PreK-6 Education	Site EIA/Title II	\$5,000
4.	Patricia Schuler dba: ABTA	ASD training for mandatory ASD credential	6/1/13 – 6/30/14	Special Education/Human Resources	General Fund - Unrestricted	\$45,000
*5.	People Reaching Out	Youth programs serving youth and families for the ASES program	8/1/13 – 6/30/14	Learning Support Services	No Cost	- -
6.	Duerr Evaluation Resources	Evaluation of Federal Elementary & Secondary School Counseling program grant	8/1/13 – 7/31/16	Student Health & Support Services	Elementary & Secondary Counseling grant	\$24,906 annually

** Memorandum of Understanding.*

Board Agenda Item

Supplement No. _____

Meeting Date November 5, 2013**Subject:****Division:** Secondary Education

Contract between Pearson VUE and Elk Grove Unified School District (EGUSD)

Action Requested:

The Board of Education is asked to approve an agreement between Pearson VUE and EGUSD to authorize Elk Grove Adult and Community Education (EGACE) as a Pearson VUE Authorized Testing Center.

Discussion:

In 2009, the American Council on Education (ACE) entered into an agreement with Pearson VUE that resulted in the creation of GED® Testing Service, LLC. As a result of this agreement, there are three changes that will have a significant impact on GED® training and the testing process:

- January 2, 2014 will mark the end of the GED® 2002 testing series and the implementation of the GED® 2014 series, which is aligned with the Common Core Standards and national college and career-readiness standards.
- GED® testing will convert from the current paper-based testing to a computer-based testing format.
- Administration of the GED® test shifts from coordination through the California Department of Education to the private, for-profit Pearson VUE firm.

In order for EGACE to continue to provide GED® testing services to students and community members, it must contract with Pearson VUE and implement the new system.

Approval of this agreement will allow EGACE to continue to provide GED® testing at its main campus on Gerber Road, the Rio Cosumnes Correctional Center (RCCC), and the Sacramento Main Jail. EGACE also will continue to provide GED® testing to Sacramento Job Corps students and to students enrolled in a GED® class at Cosumnes River College (CRC).

As a Pearson VUE testing center, EGACE will be able to offer the California Basic Educational Skills Test and the California Subject Examinations for Teachers as well as a wide-range of industry-certification exams, including CISCO, Autodesk, and Pharmacy Technician Certification, in addition to the GED® exam.

Financial Summary:

The cost to equip the testing center per Pearson VUE's requirements is \$1,940.00.

Pearson VUE will pay EGUSD the following administrative fees for hosting the testing service :

- An hourly fee of \$5.00 per testing hour, per test-taker for GED®, CBEST, and CSET exams
- A per-test fee of \$5.00 to \$13.00 per test, based on the volume tests administered, for all other exams

Prepared By: Karen MalkiewiczDivision Approval: Christina C. Penna

Prepared By: _____

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

Pearson VUE Authorized Center Agreement

Exhibit B – Additional PVTC Site(s)/Mobile Site(s) for

Site Name Elk Grove Adult & Community Education--RCCC

Location Sacramento, California

Site ID # _____

(Pearson VUE will fill in this blank)

This Exhibit B –Additional PVTC Site(s)/Mobile Sites(s) is governed by and incorporated by reference into the Pearson VUE Authorized Center Agreement ("Agreement") as executed between Company and NCS Pearson, Inc. ("Pearson VUE").

The Company Public or Private PVTC Site(s) or Mobile Site(s) listed below is in addition to any designated on the signature page. Additional Sites or Mobile Sites are owned by Company.

Number of Seats Available at Site	45
Is PVTC a Public Site?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Is PVTC a Private (Academic ONLY or Correctional) Site?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is PVTC a Mobile Site?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Commercial Name Elk Grove Adult and Community Education

Legal Name Elk Grove Unified School District

Address 9510 Elk Grove-Florin Road City Elk Grove State/Prov/Country CA Postal Code 95624

Contact Name Renee Collins **Email Address** rmcollin@egusd.net

Telephone (916) 874-1819 **Fax** (916) 874-1901 **Web Address** (if applicable) egace-egusd-ca.schoolloop.com

On-site Technical/Installation Contact Name Elk Grove Technology Services/Charra Davolt

Phone (916) 686-7797 ext.2048 **Email Address** CDavolt@egusd.net

PVTC Administrator Contact Name Karen Malkiewicz

Phone (916) 525-4744, x7828 **Email Address** kmalkiew@egusd.net

Accounting Contact Name Lovie Leitch

Phone (916) 525-4744 ext. 7824 **Email Address** lleitch@egusd.net

Address 8401 Gerber Road City Sacramento State/Prov/Country CA Postal Code 95828

Company

NCS Pearson, Inc.

 **Signature** _____

Signature _____

Print Name Carrie Hargis

Print Name _____

Title Director, Fiscal Services

Title _____

Date _____

Date _____

Pearson VUE Authorized Center Agreement

Exhibit B – Additional PVTC Site(s)/Mobile Site(s) for

Site Name Elk Grove Adult & Community Education--Main Jail

Location Sacramento, California

Site ID # _____

(Pearson VUE will fill in this blank)

This Exhibit B – Additional PVTC Site(s)/Mobile Sites(s) is governed by and incorporated by reference into the Pearson VUE Authorized Center Agreement ("Agreement") as executed between Company and NCS Pearson, Inc. ("Pearson VUE").

The Company Public or Private PVTC Site(s) or Mobile Site(s) listed below is in addition to any designated on the signature page. Additional Sites or Mobile Sites are owned by Company.

Number of Seats Available at Site	10
Is PVTC a Public Site?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Is PVTC a Private (Academic ONLY or Correctional) Site?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is PVTC a Mobile Site?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Commercial Name Elk Grove Adult and Community Education

Legal Name Elk Grove Unified School District

Address 9510 Elk Grove-Florin Road City Elk Grove State/Prov/Country CA Postal Code 95624

Contact Name Renee Collins **Email Address** rmcollin@egusd.net

Telephone (916) 874-1819 **Fax** (916) 874-1901 **Web Address** (if applicable) egace-egusd-ca.schoolloop.com

On-site Technical/Installation Contact Name Elk Grove Technology Services/Charra Davolt

Phone (916) 686-7797 ext.2048 **Email Address** CDavolt@egusd.net

PVTC Administrator Contact Name Karen Malkiewicz

Phone (916) 525-4744, x7828 **Email Address** kmalkiew@egusd.net

Accounting Contact Name Lovie Leitch

Phone (916) 525-4744 ext. 7824 **Email Address** lleitch@egusd.net

Address 8401 Gerber Road City Sacramento State/Prov/Country CA Postal Code 95828

Company

NCS Pearson, Inc.

Signature _____

Signature _____

Print Name Carrie Hargis

Print Name _____

Title Director, Fiscal Services

Title _____

Date _____

Date _____

Pearson VUE Authorized Center Agreement

Exhibit B – Additional PVTC Site(s)/Mobile Site(s) for

Site Name Elk Grove Adult & Community Education

Location Sacramento, California

Site ID # _____

(Pearson VUE will fill in this blank)

This Exhibit B –Additional PVTC Site(s)/Mobile Sites(s) is governed by and incorporated by reference into the Pearson VUE Authorized Center Agreement ("Agreement") as executed between Company and NCS Pearson, Inc. ("Pearson VUE").

The Company Public or Private PVTC Site(s) or Mobile Site(s) listed below is in addition to any designated on the signature page. Additional Sites or Mobile Sites are owned by Company.

Number of Seats Available at Site	19
Is PVTC a Public Site?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is PVTC a Private (Academic ONLY or Correctional) Site?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Is PVTC a Mobile Site?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Commercial Name Elk Grove Adult and Community Education

Legal Name Elk Grove Unified School District

Address 9510 Elk Grove-Florin Road City Elk Grove State/Prov/Country CA Postal Code 95624

Contact Name Karen Malkiewicz **Email Address** kmalkiew@egusd.net

Telephone (916) 525-4744, x7828 **Fax** (916) 689-7572 **Web Address** (if applicable) egace-egusd-ca.schoolloop.com

On-site Technical/Installation Contact Name Elk Grove Technology Services/Charra Davolt

Phone (916) 686-7797, x2048 **Email Address** CDavolt@egusd.net

PVTC Administrator Contact Name Karen Malkiewicz

Phone (916) 525-4744 **Email Address** kmalkiew@egusd.net

Accounting Contact Name Lovie Leitch

Phone (916) 525-4744, x7824 **Email Address** lleitch@egusd.net

Address 8401 Gerber Road City Sacramento State/Prov/Country CA Postal Code 95828

Company

NCS Pearson, Inc.

 **Signature** _____

Signature _____

Print Name Carrie Hargis

Print Name _____

Title Director, Fiscal Services

Title _____

Date _____

Date _____

Pearson VUE Authorized Center Agreement

Exhibit A - Payment Schedule

Site Name Elk Grove Adult and Community Education

Site ID _____

All other Exhibit As, if there are any, are deleted in their entirety and replaced with this Exhibit A effective as of the date signed by Pearson VUE.

This Exhibit A – Payment Schedule is governed by and incorporated by reference into the Pearson VUE Authorized Center Agreement ("Agreement") as executed between Company and NCS Pearson, Inc. ("Pearson VUE").

1. PAYMENTS

a. Payments

Pearson VUE will pay Company the following Delivery and Registration fees per PVTC in accordance with the table shown below. All currency amounts listed in this Exhibit A are in United States Dollars ("USD") unless otherwise specified.

i. Monthly Volume Fees

Monthly Test Delivery Volume	Delivery Fee Per Test Delivered	Registration Fee Per Test Registered by PVTC
1 through 15 Tests	No fee paid*	No fee paid
16 through 75 Tests	\$ 5.00	\$7.00
76 through 500 Tests	\$ 7.00	\$7.00
501+ Tests	\$13.00	\$7.00

* A fee will be paid for the first 15 Tests in a month if the monthly volume for that month is 16 or more Tests.

For any Candidate who does not take a scheduled Test before the end of the day on which it was scheduled to be taken, Pearson VUE will pay Company 50% of the Delivery and Registration Fees.

Pearson VUE will **NOT** pay Company Registration and Delivery Fees for Monthly Volume Tests: (i) cancelled on or before the day for which the Test was scheduled; (ii) at private and/or mobile as designated in Pearson VUE's sole discretion; **OR** (iii) for any integrity shop or audit of PVTC.

ii. Hourly Test Fees

Notwithstanding anything else herein, for Tests that are designated solely by Pearson VUE as receiving per hour compensation, Pearson VUE shall pay Company \$5.00 per hour for such Hourly Compensation Tests. For any Candidate who does not take a scheduled Test before the end of the day on which it was scheduled to be taken, Pearson VUE will pay Company 50% of the Delivery Fees.

Pearson VUE will **NOT** pay Company Hourly Test Fees for Tests: (i) cancelled on or before the day for which the Test was scheduled; (ii) at private and/or mobile as designated in Pearson VUE's sole discretion; **OR** (iii) for any integrity shop or audit of PVTC.

iii. GED Test Fees

Notwithstanding anything else herein, for Tests that are designated solely by Pearson VUE as delivered on behalf of GED Testing Service LLC ("GED") Company's **ONLY** compensation for GED Test delivery will be \$5.00 per hour for each GED Test delivered. For GED Tests **ONLY** For any Candidate who does not take a scheduled Test before the end of the day on which it was scheduled to be taken, Pearson VUE will pay Company 100% of the Delivery.

Pearson VUE Authorized Center Agreement

Pearson VUE will **NOT** pay Company for GED Test Fees for Tests: (i) cancelled on or before the day for which the Test was scheduled; OR (ii) for any integrity shop or audit of PVTC. Pearson VUE **WILL NOT** pay Company or PVTC for any Monthly Volume Fees for Registration for any GED Test. GED Tests delivered **WILL NOT** count towards Company's delivery of Monthly Volume delineated in the table above.

For clarity, Company's sole fee compensation for Tests delivered shall be one of the following: (i) Monthly Volume in the table above for all Tests; (ii) per hour fee for Hourly Test Fees designated solely by Pearson VUE; OR (iii) GED Test Fees.

b. Payment of Fees by Pearson VUE to Company

Tests will be accounted for based on the number of Candidate records received for scheduled Tests in the Pearson VUE database. Pearson VUE will make commercially reasonable efforts to pay Test delivery and Candidate registration fees to Company in accordance with this Exhibit A within 30 days following the end of the month in which the corresponding Test was administered. Payment is subject to prompt reporting of Candidate records by Company to Pearson VUE in accordance with the Guide. Test registration fees are earned by Company only for a Test that is administered and for which Company initially registers the Candidate on the Pearson VUE registration system running at the PVTC.

c. Payments by Company to Pearson VUE

If Company owes any payment to Pearson VUE in connection with, or pursuant to, this Agreement, Company agrees to pay Pearson VUE, in full, within 30 days of the invoice date ("Invoice Expiration Date"), any amounts invoiced by Pearson VUE. In addition, Company agrees to pay, at its own expense, any banking transaction fees (such as wire transfer fees which Company shall pay in advance, and non-sufficient fund fees), including those fees charged by any intermediate banks or financial institutions involved in the process of Pearson VUE receiving payment. At its sole discretion, Pearson VUE may charge Company the lesser of \$30 USD or the maximum amount allowed by applicable law if any payment by check, draft or other instrument is not honored by the financial institution upon which it is drawn. If Company does not pay the invoiced amount before the Invoice Expiration Date, Pearson VUE will have the right, to the extent permitted by applicable law, to charge an interest fee of 1.5% per month (18% APR), or the highest interest rate permitted by applicable law, calculated as of the Invoice Expiration Date. If Company does not pay the invoiced amount before the Invoice Expiration Date, Pearson VUE may take all steps it deems necessary, subject to applicable law, to collect the outstanding amount without prior notice of default. Company shall be liable to Pearson VUE for all expenses related to collection. Company shall not offset any amount invoiced by Pearson VUE against any amount that is, or may be, payable by Pearson VUE to Company under this Agreement without Pearson VUE's prior written approval. Company understands that failure to make payment within 90 days of Pearson VUE's invoice date shall constitute a breach of this Agreement. In the event that Company fails to pay any amounts owed to Pearson VUE by the due date, Pearson VUE may deduct such amount prior to sending Company payment for Test delivery and Candidate registration fees in Subsection (a) above.

d. Candidate Credit Card Authorization Form

- i. For Candidates using a card, Company will be required to obtain a signed "Candidate Credit Card Authorization Form" provided by Pearson VUE, and attached hereto for reference or provided upon request. Administrator is required to check Candidate's photo identification to confirm Candidate's identity and to check the actual credit card and match the signature on the credit card with the signature on the Candidate Credit Card Authorization Form. If Candidate name does not match the cardholder name on the credit card, Administrator must receive a Candidate Credit Card Authorization Form signed by cardholder while in the test center, confirm cardholder's identity, verify the name on the photo identification matches the name on the credit card, match the signature on the credit card with the signature on the Candidate Credit Card Authorization Form and must telephonically authenticate the authorization with cardholder. Company will securely maintain all Candidate Credit Card Authorization Forms for not less than **one (1) year** and will forward any or all of such forms to Pearson VUE upon request within ten (10) working days.

Pearson VUE Authorized Center Agreement

- ii. Company will be responsible for authentication of all credit cards used at its PVTC and will be financially responsible for charge backs or other loss associated with any and all credit card transactions occurring at Company's PVTC.

2. COMMERCIAL GENERAL LIABILITY INSURANCE LIMIT

The Commercial General Liability Insurance policy shall have a combined limit of at least \$1,000,000 USD per occurrence.

Exhibit A is subject to modification by Pearson VUE from time to time in its sole discretion, but no reduction in fees will be implemented on less than 45 days prior written notice to Company.

Except as explicitly amended by this Exhibit A, all terms and conditions of the Agreement, as amended, remain unchanged and fully enforceable to the extent permitted under applicable laws.

Company

*Ok
Kmet*
Signature _____
Print Name Carrie Hargis
Title Director, Fiscal Services
Date _____
Email address CHargis@egusd.net

NCS Pearson, Inc.

Signature _____
Print Name _____
Title _____
Date _____

Pearson VUE Authorized Center Agreement

PVTC Academic Amendment

Site ID _____

Site Name Elk Grove Adult and Community Education

Company Name Elk Grove Unified School District
Street Address 9510 Elk Grove-Florin Road
City Elk Grove State CA Country USA Postal Code 95624

Amendment to Pearson VUE Authorized Center Agreement ("Agreement") as executed between the parties ("PVTC Academic Amendment"). If there is a conflict between the Agreement and/or the Guides and/or PVTC Academic Amendment, PVTC Academic Amendment will supersede respectively. Company and Pearson VUE agree that the Agreement is amended as follows:

GENERAL TERMS AND CONDITIONS

1. Section 6 entitled "Insurance Coverage" is deleted in its entirety and replaced with the following:

"6. Insurance Coverage

Company is self-insured and Pearson VUE understands that Company participates in a formal self-insurance program to fund the potential legal liability associated with those exposures that may otherwise be covered by Commercial General Liability Insurance."

2. Section 10 entitled "General Provisions", Subsection (b) is deleted in its entirety and replaced with the following:

"(b) This Agreement will be governed by and construed and enforced in accordance with the laws of the state of where PVTC is located in the United States. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the court may modify such provision to make it valid, legal, and enforceable. All remaining provisions of this Agreement shall remain in full force and effect."

3. Section 10 entitled "General Provisions", Subsection (g) the last sentence is deleted in its entirety and shall now read as follows:

"(g) Company warrants that its performance under this Agreement will not compromise any relationships or create a conflict of interest for Company, nor, to the best of Company's knowledge and belief, for Pearson VUE or any other party. Company will notify Pearson VUE of any potential conflicts of interest. Company further warrants that its Services under this Agreement will be performed in accordance with all applicable United States federal, state, and local laws and regulations, and with all applicable laws and regulations in the country where the PVTC is located. These laws include, but are not limited to, laws governing international business, trade embargoes, boycotts, import and export administration, bribery and corruption, housing and health, processing or transmission of personal data, laws guaranteeing nondiscrimination against persons based on sex, race, creed, physical disability or other protected category. In addition, Company warrants that all software used in performing its obligations under this Agreement will have been legally obtained from legitimate sources."

4. Section 10 entitled "General Provisions", Subsection (h) is deleted in its entirety and replaced with the following language:

"(h) This provision shall not be construed to limit Company's rights, claims or defense which arise as a matter of law pursuant to any provisions of this Agreement, including but not limited to any claim or defense to the fullest extent permissible by law, Company will indemnify, defend and hold Pearson VUE harmless against, all claims or demands of any nature brought by others against Pearson VUE, (including, but not limited to, reimbursement of reasonable costs incurred

Pearson VUE Authorized Center Agreement

by Candidates scheduled but unable to take a Test), unless and to the extent the failure to test is due to the fault of Pearson VUE, the Candidate, the Sponsor or Force Majeure, which may arise from alleged or actual acts, representations, or omissions which, if proven, would constitute Company's breach of its duties under this Agreement."

5. Section 10 entitled "General Provisions", Subsection (i) is deleted in its entirety and replaced with the following language:

"(i) This provision shall not be construed to limit Company's rights, claims or defense which arise as a matter of law pursuant to any provisions of this Agreement, including but not limited to any claim or defense to the fullest extent permissible by law, Company will indemnify, defend and hold Pearson VUE harmless against any liability for injury or damage caused by Company to persons or property during the performance of this Agreement and all claims of loss or damage arising from Company's or Candidate's use of the PUTC. Neither the existence of, nor the assent of Pearson VUE to, the types or limits of insurance carried by Company will be considered a waiver or release of Company's liability or responsibility under this Agreement."

6. Section 10 entitled "General Provisions", Subsection (n) is deleted in its entirety.

SOFTWARE LICENSE

1. Section 6 entitled "Termination" is deleted in its entirety and replaced with the following:

"6. TERMINATION

If Company attempts to sell, remove, duplicate without authorization, transfer, encumber, part with possession of, or sublet the Software, or any portion thereof, or any modification or version thereof; or upon discontinuance of the use of the Software by Company, the Software License granted by this Agreement shall terminate automatically and all copies of the Software and documentation (in any medium and including summaries, notes and the like) shall be immediately returned to Pearson VUE at Company's sole cost and expense. Upon termination for any reason by either party, and within ten days of such termination, all copies of the Software and documentation (in any medium and including summaries, notes and the like) shall be returned to Pearson VUE by Company without delay by delivering all such items to Pearson VUE's place of business, complete and in good order and condition. If Company fails to return such materials, Pearson VUE may take such action as may be reasonably necessary to recover such materials and Company shall reimburse Pearson VUE's."

2. Section 7 entitled "Liability" is deleted in its entirety and replaced with the following:

"7. LIABILITY

Company, having possession of and control over the Software, shall be responsible for its use, operation, storage, management and safety. Consequently, except to the extent that damage or injury is caused by Pearson VUE's negligence or the intentional misconduct of Pearson VUE's employees, Company assumes the risk and sole responsibility for damage or injury to equipment, Software, personal property or to third parties caused by Company's use or possession of the Software, and Company shall be obligated to protect itself against any such occurrences, including claims by Company's employees or any other persons or organizations with which Company does business, all at Company's sole cost and expense."

3. Section 8 entitled "Pearson VUE Remedies" is deleted in its entirety and replaced with the following:

"8. PEARSON VUE REMEDIES

It will be a default and breach of the Agreement if Company fails to perform any of its obligations under this Software License, or if Company becomes insolvent or makes any assignment for the benefit of its creditors, or if any proceeding under the bankruptcy laws or comparable statute is commenced by or against Company, or a writ of attachment or execution is levied on any item of the Software and such proceeding is not terminated or such writ is not satisfied or released within 15

Pearson VUE Authorized Center Agreement

days after attachment of levy. On Company's default, Pearson VUE at its sole option may require Company to return any or all copies of the Software and documentation (in any medium and including summaries, notes and the like) or pursue any other remedy at law or in equity. Any taking of possession of the Software shall not release Company from any of its obligations hereunder unless Pearson VUE, or its assignee, notifies Company in writing. If it is necessary for Pearson VUE to enforce this Software License or any of its terms, Company shall pay all costs related to such enforcement."

EXHIBIT A

1. Section entitled "Commercial General Liability Insurance Limit" is deleted in its entirety.

Except as provided in this Amendment, all terms and conditions of the above referenced Agreement and Guides will remain in full force and effect.

Company

NCS Pearson, Inc.

 Signature _____

Signature _____

Name Carrie Hargis

Name _____

Title Director, Fiscal Services

Title _____

Date _____

Date _____

Pearson VUE Authorized Center Agreement

Company Commercial Name Elk Grove Adult and Community Education
Company Legal Name Elk Grove Unified School District
Street Address 9510 Elk Grove-Florin Road
City Elk Grove State/Province CA
Country USA Postal Code 95624
Phone (916) 525-4744, x7828 Fax (916) 689-5752
("Company")

Will there be a PVTC at the above address? Yes ☐ No ☒. If "No" skip to the signature blank information below, and also complete all PVTC information on Exhibit B.

On-site Technical/Installation Contact Name _____
Phone _____ Email Address _____
PVTC Administrator Contact Name _____
Phone _____ Email Address _____
Accounting Contact Name _____
Phone _____ Email Address _____
Address _____
City _____ State/Province _____
Country _____ Postal Code _____
Country _____ Postal Code _____ Web Address _____

NCS Pearson, Inc., with offices located at 5601 Green Valley Drive, Bloomington, MN 55437-1099 ("Pearson VUE"), contracts for and Company agrees to provide the facilities and services of a testing center in accordance with this PVTC Agreement and any attached Exhibits, including but not limited to Exhibit A and Exhibit B, if applicable, which are incorporated in and made a part of this Pearson VUE Authorized Center Agreement ("Agreement").

Company acknowledges it has read,
understands and is bound by this Agreement.

Signature _____
Print Name Carrie Hargis
Title Director, Fiscal Services Date _____
Email Address CHargis@egusd.net

NCS Pearson, Inc.

Signature _____
Print Name _____
Title _____ Date _____

Site ID # _____

(Pearson VUE INTERNAL USE ONLY)

Agenda Item No. _____

Board Agenda Item

Supplement No. _____

Meeting Date November 5, 2013**Subject:**Department: Curriculum/Professional Learning**New High School Course****Action Requested:**

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

Discussion:

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

Franklin High School**ROP Exploring Computer Science.** (Grades 10-12, 10 Credits)

This course focuses on the creative, collaborative, interdisciplinary, and problem-solving nature of computing featuring an inquiry-based approach to learning and teaching. As part of this curriculum, students will develop real-world computing problems that are culturally relevant and address social and ethical issues while delivering foundational computer science knowledge to students. Students will engage in several in-depth projects to demonstrate the real-world application of computing.

Prerequisite: Computer Technology

Textbook: TBD

Financial Summary:

If approved, this course will be offered using existing FTE.

Prepared By: Rebecca DavisDivision Approval: Mark Cerutti

Prepared By: _____

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

Agenda Item No: _____

Board Agenda Item

Supplement No. _____

Meeting Date November 5, 2013**Subject:**

Out-of-State Field trip

Division: Secondary Education**Action Requested:**

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

Discussion:

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

<u>School</u>	<u>Field Trip Destination</u>	<u>Field Trip Purpose</u>	<u>Dates of Trips</u>
Sheldon High School	Ashland, OR	Shakespeare Festival	February 25-28, 2014

Financial Summary:Prepared By: Libby SidhuDivision Approval: Christina C. Penna

Prepared By: _____

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

Agenda Item No: _____

Supplement No. _____

Meeting Date November 5, 2013**Board Agenda Item****Subject:**Division: **Facilities and Planning****2013 Fencing at Elk Grove High School
Award of Contract****Action Requested:**

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

Discussion:

This project installs a combination of ornamental and chain link security fencing that will provide a safe environment for students and staff. This secure perimeter will also reduce vandalism and theft. As with other fencing projects, in order to maintain compliance with ADA requirements some areas of non-compliant asphalt and concrete will also be removed and replaced.

The Administration received and opened five (5) bids for the 2013 Fencing at Elk Grove High School project on October 23, 2013, at 2:00 p.m. See Attachment A for a tabulation of bids. Arrow Fence submitted the lowest base bid.

The Administration recommends the award of contract to Arrow Fence for the base bid of \$217,545.00.

Financial Summary:

The project is funded from Fund 49 not to exceed \$217,545.00.

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

Bid Summary**2013 Fencing @ Elk Grove High School**

Elk Grove Unified School District

October 23, 2013 @ 2pm

Engineer's Estimate: \$200,000



Plan Holder Name	Bid Form, Signed	Addenda #1 Acknow.	Sublist w/ Lic #s	Finger-print, Signed & Notarized	Non-collusion Affidavit, Signed & Notarized	Bid Bond, Signed & Notarized (Surety & Bidder)	Base Bid
Abide Builders							no bid
All Commercial Fence							no bid
Arrow Fence	x	x	x	x	x	x	\$217,545
Crusader Fence Company, Inc.	x	x	x	x	x	x	\$249,474
Fencecorp, Inc.							no bid
Golden Bay Fence	x	x	x	x	x	x	\$219,763
Pisor Fence Division, Inc.	x	x	x	x	x	x	\$310,000
Roebbelen Contracting, Inc.	x	x	x	x	x	x	\$305,082

1

3

2

These bids will receive Board consideration on:

November 5, 2013

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

**Pleasant Grove High School, Greenhouse
Award of Contract**

Action Requested:

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

Discussion:

On January 21, 2010, the Board of Education approved schematic designs for the Pleasant Grove High School Agricultural Facility project which included two (2) classrooms, a barn, a small animal building and a greenhouse.

On September 21, 2010, the Board of Education awarded a contract to Mascon, Inc., for construction of the Agricultural Facility with a deferred approval required for the greenhouse.

On April 2, 2013, the Board of Education approved change order #7 which deleted the greenhouse from the project due to the Contractor's inability to obtain approval from the Division of State Architects (DSA) office.

The greenhouse plans have been redesigned, at no expense to Elk Grove Unified School District, to eliminate the need for a deferred approval. The DSA approved documents include all required labor and materials to provide and install a greenhouse, utility connections and concrete to complete the intent of the original design.

The Administration received and opened eleven (11) bids for the Pleasant Grove High School, Greenhouse project on October 22, 2013, at 2:00 p.m. See Attachment A for a tabulation of bids. Division 5-15, Inc., submitted the lowest base bid.

The Administration recommends the award of contract to Division 5-15, Inc., for the base bid of \$337,250.00.

Financial Summary:

The project is funded with State monies, Developer Fees and/or Measure A monies.

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

Bid Summary**Pleasant Grove High School, Greenhouse**

Elk Grove Unified School District

October 22, 2013 @ 2pm

Engineer's Estimate: \$375,000



Plan Holder Name	Bid Form, Signed	Addenda #1, #2 Acknow.	Sublist w/ Lic #s	Finger-print, Signed & Notarized	Non-collusion Affidavit, Signed & Notarized	Bid Bond, Signed & Notarized (Surety & Bidder)	Base Bid
Abide Builders	X	X	X	X	X	X	\$379,500
Bobo Construction, Inc.	X	X	X	X	X	X	\$374,000
C&C Construction, Inc.							no bid
Diede Construction, Inc.	X	X	X	X	X	X	\$349,644
Division 5-15, Inc.	X	X	X	X	X	X	\$337,250
Golden State Construction	X	X	X	X	X	X	\$363,843
Hometown Construction							no bid
Peterson Developments	X	X	X	X	X	X	\$389,000
PNP Construction, Inc.	X	X	X	X	X	X	\$367,774
Simile Construction Service, Inc.	X	X	X	X	X	X	\$384,000
Star Construction							no bid
SW Allen Construction, Inc.	X	X	X	X	X	X	\$354,409
Treehenge Construction	X	X	X	X	X	X	\$399,399
United Building Contractors	X	X	X	X	X	X	\$366,829

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These bids will receive Board consideration on:

November 5, 2013

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

**2013 Fencing at Valley and Florin High Schools
Acceptance and Notice of Completion**

Action Requested:

The Board of Education is asked to (1) accept the construction of 2013 Fencing at Valley and Florin High Schools, and (2) authorize the filing of the Notice of Completion.

Discussion:

On April 16, 2013, the Board of Education awarded a contract to Golden Bay Fence Plus Iron Works, Inc., for the 2013 Fencing at Valley and Florin High Schools project. The work has been completed and is recommended for acceptance by the Architect.

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

Financial Summary:

Not applicable.

Prepared By: Josef TavoraDivision Approval: Robert PiercePrepared By: Lee LeavelleSuperintendent Approval: Steven M. Ladd, Ed.D.

Board Agenda Item

Supplement No. _____

Meeting Date November 5, 2013**Subject:**Division: Facilities and Planning

**2013 Fencing at John Reith and Union House Elementary Schools
Acceptance and Notice of Completion**

Action Requested:

The Board of Education is asked to (1) accept the construction of 2013 Fencing at John Reith and Union House Elementary Schools, and (2) authorize the filing of the Notice of Completion.

Discussion:

On June 18, 2013, the Board of Education awarded a contract to Pisor Fence Division, Inc., for the 2013 Fencing at John Reith and Union House Elementary Schools project. The work has been completed and is recommended for acceptance by the Architect.

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

Financial Summary:

Not applicable.

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