

AGENDA
ELK GROVE UNIFIED SCHOOL DISTRICT
Regular Meeting of the Board of Education
Board Room, Education Center
9510 Elk Grove-Florin Road
Elk Grove, CA 95624
July 1, 2014
Special Meeting – 4:00 p.m.
Closed Session – 5:00 p.m.
Regular Session – 6:00 p.m.

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.

SPECIAL MEETING – 4:00 p.m.

1. Superintendent Search

CLOSED SESSION – 5:00 p.m.

2. Evaluation of Superintendent
3. Public Employee Appointment/Employment: Elementary and High School Principals; Middle and High School Vice Principals; Director of Secondary Education
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 and Classified Unrepresented Employees

OPEN MEETING - 6:00 p.m.

- | | | |
|------|---|------------|
| I. | Pledge of Allegiance | 5 Minutes |
| II. | Presentations/Recognitions | |
| | 5. 2013-2014 California-Japan Scholars Exchange Program Recognition | 10 Minutes |
| III. | Student Expulsion Recommendations | |
| | 6. Requests for Student Expulsions | 5 Minutes |

AGENDA
 ELK GROVE UNIFIED SCHOOL DISTRICT
 Regular Meeting of the Board of Education
 July 1, 2014

<u>Item</u>	<u>Time – Approximate</u>
IV. LCAP (See Action Items)	
V. Budget Update (See Action Items)	
VI. Public Comment	
VII. Bargaining Units	
VIII. Reports	
IX. Public Hearing/Action Items	
X. Discussion Items	
XI. Discussion/Action Items	
XII. Action Items	
7. Adoption of the Elk Grove Unified School District's Local Control Accountability Plan (LCAP)	5 Minutes
8. 2014-15 Adopted Budget	5 Minutes
9. Mello Roos Tax Foreclosure Resolution	5 Minutes
XIII. Board Member and Superintendent Reports	
XIV. Consent Agenda – Action	5 Minutes
10. Approval of Minutes	
11. Personnel Actions	
12. Certification of Administrator's Competence to Evaluate	
13. Renewal of Student Teaching Agreement Between Elk Grove Unified School District and San Francisco State University	
14. Approval of Purchase Order History	
15. Ratification of Contracts	
16. Acceptance of Gifts	
17. Memorandum of Understanding Between Bartholomew & Elk Grove Unified School District	
18. 2014-15 Child Care and Development Agreements	
19. 2014-2015 State Preschool Contract and Resolution	
20. Out-of-State Field Trip	
21. Facilities Condition Assessment for Facilities Master Plan and Proposition 39 Energy Assessments and Planning	5 Minutes
22. Rancho Murieta Community Church License Agreement for Entry and Access	5 Minutes

AGENDA
ELK GROVE UNIFIED SCHOOL DISTRICT
Regular Meeting of the Board of Education
July 1, 2014

<u>Item</u>	<u>Time – Approximate</u>
XIV. Consent Agenda – Action (Continued)	
23. Pleasant Grove High School Greenhouse, Acceptance and Notice of Completion	
24. 2014 Fencing at Laguna Creek High School, Award of Contract	
25. Installation of Wi-Fi for Five Comprehensive High School and Four Alternative High Schools – Authorization of two Lease-Leaseback (LLB) Contracts	
XV. Other Action Items	
26. Discussion and Action on Items Removed From Consent Agenda	5 Minutes
XVI. Information Items	
27. Other Items from the Floor	5 Minutes
28. Items for Future Agendas	5 Minutes
XVII. Adjournment	

AMERICAN WITH DISABILITIES COMPLIANCE NOTICE

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

DOCUMENT AVAILABILITY

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

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 5

Board Agenda Item

Supplement No. _____

Meeting Date July 1, 2014

Subject: 2013-2014 California-Japan Scholars Exchange Program Recognitions **Division:** Learning Support Services

Action Requested:
The Board of Education is asked to recognize all participants who actively contributed to the success of the 2013-2014 California-Japan Scholars Exchange Program.

Discussion:
The Elk Grove Unified School District recently completed its sixteenth year of participation in the California-Japan Scholars Exchange Program. This program was established in 1997 following a Senate delegation visit to Japan. The purpose of this program is to promote cultural understanding and international relations.
On June 4, 2014, a delegation of twenty-two students and two teachers from Elk Grove Unified School District departed from San Francisco for Osaka, Japan to participate in the 2013-2014 California-Japan Scholars Exchange Program. Seher Keval, Program Consultant from the California Senate Office of International Relations, accompanied the group. The program was funded by a grant from the California International Relations Foundation and by families of the participating students. The group returned to Elk Grove on June 19, 2014.
The Board of Education is asked to recognize the following students and chaperones for their participation as Elk Grove Unified School District's representatives in this year's program, and to receive a report on their trip.

Prepared By: Sonjhia Lowery Division Approval: Mark Cerutti *M.C.*
Prepared By: _____ Superintendent Approval: Steven M. Ladd, Ed.D. *SML*

Board Agenda Item

Subject:

Department: Learning Support Services

Adoption of the Elk Grove Unified School District's Local Control Accountability Plan (LCAP)

Action Requested:

The Board of Education is requested to adopt the Elk Grove Unified School District's Local Control Accountability Plan.

Discussion:

The Board of Education is requested to adopt the Elk Grove Unified School District's Local Control Accountability Plan. The LCAP is being adopted after the public hearing held pursuant to *Ed Code Section 52062(b)2* and during the same meeting that the Board adopts the budget pursuant to *Ed Code Section 42127*.

Financial Summary: A listing and description of expenditures for fiscal year 2014-2017 are included in the LCAP.

Prepared By: Sonjhia Lowery

Division Approval: Mark Cerutti *M.C.*

Prepared By: *[Signature]*

Superintendent Approval: Steven M. Ladd, Ed.D. *[Signature]*

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 8

Board Agenda Item

Supplement No. _____

Meeting Date: July 1, 2014

Subject: 2014-15 ADOPTED BUDGET	Department: Budget
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Action Requested:
The Board is asked to approve the 2014-15 Adopted Budget.

Discussion:

The Education Code requires that each school district submit a Board approved Adopted Budget to their respective county office of education by July 1st of each year.

The 2014-15 Budget for all funds is consistent with the June 17, 2014 public hearing.

Staff is continuing to monitor actions at the state level, evaluate new information as it is known and will provide reports recommending adjustments to the budget accordingly.

Financial Summary:

Prepared By: <u>Shannon Stenroos</u>	Division Approval: <u>Rich Fagan</u>
Prepared By: _____	Superintendent Approval: <u>Steven M. Ladd, Ed.D.</u>

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 9

Board Agenda Item

Supplement No. _____

Meeting Date: July 1, 2014

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

Action Requested:
The Board is asked to approve the attached Resolution # 1, 2014-15, ordering that the delinquent taxes as defined in Exhibit A of the resolution be collected through judicial foreclosure, and that the County Tax Collector be relieved of further duty to collect them. The Board is also asked to authorize Administration to finalize the resolution upon receipt of updated delinquency information as provided by the County Tax Collector's Office through August 2014.

Discussion:
On October 14, 1987, the Board adopted Resolution #18, 1987-88, which specified the guidelines for Foreclosure of Special Tax Liens in Section 7.10. This was modified on October 19, 1998, when the Board adopted Resolution #20, 1998-99, in which the guidelines for Foreclosure of Special Tax Liens became Section 6.10.

The guidelines require a foreclosure (1) on individual property owners whose delinquencies exceed \$25,000.00, and (2) on all property owners if more than 10% of the total taxes are delinquent.

On June 5, 2014, the District received information from the Sacramento County Tax Collector's office regarding delinquent special tax levies for 2013-14 as of May 28, 2014. The delinquency rate calculated from that information is 2.85% of the total taxes.

The County Tax Collector's office has stipulated a deadline of August 8, 2014, for the District to file the *Notice of Intent* to foreclose, provide a copy to their office, and advise the Sacramento County Tax Collector to remove those parcels from the redemption roll. The County reserves "the right not to process the *Notices of Intent* and strip the related special assessments from the redemption system after the deadline."

Pursuant to Resolution #20, 1998-99, and Government Code Section 53311 et seq, the District intends to institute foreclosure proceedings against the owners of delinquent parcels (to be identified and provided at future board meeting) as required by the bond covenants.

Financial Summary:
This action will aid in the collection of up to \$96,650.36 from property owners with taxes due to the District of \$25,000.00 or more. All legal fees and court costs of foreclosure are ordinarily paid by the owners of the delinquent parcels.

Prepared By: Eric Walle Division Approval: Rich Fagan
Prepared By: Carrie Hargis Superintendent Approval: Steven M. Ladd, Ed.D.

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

RESOLUTION NO. 1, 2014-15

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED at the regular meeting of the Board of Education of Elk Grove Unified School District on the 1st day of July 2014, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

PRISCILLA COX
President, Board of Education
Elk Grove Unified School District

(seal)

ATTEST:

Date: _____

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

Board Resolution No. _____
2014-15
Approved July 1, 2014

EXHIBIT A
Notice of Intent to Pursue Accelerated Judicial Foreclosure
FY 2013-14

REPORT NBR RDMR5112
PROGRAM NBR RDMP5112
RUN DATE 05/28/14

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

OWNER'S NAME AND MAILING ADDR	PARCEL NUMBER	YR BILL	D/L NBR	UNPAID D/L AMT
ELK GROVE TOWN CENTER L P C/O HOWARD HUGHES CORP P O BOX 833 COLUMBIA MD 21044	134-010-001-0000	13-539640	0155	\$71,481.60
TOTAL DUE				\$71,481.60
FLORIN VINEYARDS 273 LLC C/O DALE INVESTMENTS P O BOX 272 YUBA CITY CA 95992	064-0072-003-0000 064-0072-024-0000 064-0072-026-0000 064-0072-034-0000	13-308554 13-308562 13-308563 13-308566	0155 0155 0155 0155	\$8,100.00 \$22.92 \$745.84 \$16,300.00
TOTAL DUE				\$25,168.76
GRAND TOTAL				\$96,650.36

EXHIBIT "A"

**County of Sacramento
Department of Finance
Auditor-Controller Division
Direct Levy Amounts Levied on Secured Tax Roll 2013-14**

Note: The attached preliminary list represents delinquent assessments greater than \$25,000 as of May 28, 2014. A final listing will be provided by the County of Sacramento on or about July 14, 2014, detailing unpaid assessments to the District as of June 30, 2014. The final report will be used to identify the delinquent assessments upon which the District may pursue judicial foreclosure.

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 10

Board Agenda Item

Supplement No. _____

Meeting Date 7-1-14

Subject: Approval of Minutes **Department:** Board of Education

Action Requested: Approve minutes of the regular board meetings held May 20 and June 3 and 17, 2014, and the special board meeting held June 10, 2014.

Discussion:

Financial Summary:

Prepared By: Arlene Hein **Department Approval:** _____
Prepared By: _____ **Superintendent Approval:** Steven M. Ladd, Ed.D.



Board Agenda Item

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

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

Discussion:
CERTIFICATED:
APPROVE:
1. Leave(s) of Absence
2. Rehire(s)
3. Resignation(s)
4. Retirement(s)
5. Returning from Leave(s) of Absence

CLASSIFIED:
APPROVE:
1. New Hire(s) [7]
2. Probationary Release(s)
3. Promotion(s)
4. Resignation(s)
5. Retirement(s)

Financial Summary:

Prepared by: Bindy Grewal, Ed.D. *BG* Departmental Approval: Glen De Graw *GD*
Prepared by: Evelyn Laluan *EL* Superintendent Approval: Steven M. Ladd, Ed.D *SML*

Board Agenda Item

Subject: Certification of Administrator's Competence to Evaluate
Department: Curriculum and Professional Learning

Action Requested:
 The Board of Education is requested to grant Certification of Administrator's Competence to Evaluate to the below newly-hired district administrator who has successfully completed the District's training process.

Discussion:

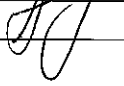
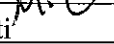
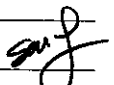
The District provides training to all newly-hired administrators to certify their competence to evaluate employees. Following Education Code 35160.5, Requirement of District Policies for Competency of Personnel Assigned to Evaluate and Board Policy 4115.1, Certification of Administrator's Competence to Evaluate, the District uses the following process to certify each administrator's competence to evaluate:

1. Individual instruction or attendance at a series of workshops on evaluation processes and procedures
2. Demonstration of effective evaluation skills as certified by a trained observer who is a certificated manager

The following administrator has successfully completed the administrative training process and is being recommended to obtain her Certification of Administrator's Competence to Evaluate:

Susan Schultz, Arthur C. Butler Elementary

Financial Summary:
 N/A

Prepared By: Anna Trunnell  Division Approval: Mark Cerutti 
 Prepared By: _____ Superintendent's Approval: Steven M. Ladd, Ed.D. 

Board Agenda Item

Subject: _____ **Department:** Human Resources
Renewal of the Student Teaching Agreement between Elk Grove Unified School District and San Francisco State University

Action Requested:
To approve the renewal of the Student Teaching Agreement between Elk Grove Unified School District and San Francisco State University

Discussion:
The following University has submitted a request to renew the Student Teaching Agreement between Elk Grove Unified School District and:

San Francisco State University:

The length of the contract: _____ July 1, 2014 thru June 30, 2017

Financial Summary:

Prepared By: Bindy Grewal, Ed.D. *BB* Division Approval: _____ Glen De Graw *GD*
Prepared By: _____ Superintendent Approval: _____ Steven M. Ladd, Ed.D. *SL*

**STUDENT TEACHING AGREEMENT
SAN FRANCISCO STATE UNIVERSITY
AND
ELK GROVE SCHOOL DISTRICT**

THIS AGREEMENT is entered into by and between The Trustees of the California State University (the University), which is the State of California acting in a higher education capacity through its duly appointed and acting officer on behalf of San Francisco State University, hereinafter called "the University" and the above named School District, hereinafter called "the District".

WHEREAS, the District is authorized to enter into agreement with a state university, the University of California or any other university or college accredited by the State Board of Education as a teacher education institution, to provide teaching, clinical and administrative experiences through practice teaching or clinical or administrative supervision to students enrolled in teacher and clinical training or administrative internship curricula of such institutions;

NOW THEREFORE, it is mutually agreed between the parties hereto as follows:

GENERAL PROVISIONS

1. The term of this agreement shall be from July 1, 2014 to June 30, 2017
2. The District shall provide teaching or clinical or administrative experience through practice teaching or clinical experience or administrative internship in schools and classes of the District in accordance with California Commission of Teacher Credentialing Standards. Students of the University shall be assigned by the University to practice teaching or clinical or administrative experiences in schools or classes in the District for the term as set forth in special provisions. Such practice teaching or clinical or administrative experiences shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District as the District and the University through which their duly authorized representatives may agree upon. The assignment of a student teacher or clinical or administrative student is the joint responsibility of the District and the University.

The District may, for good cause, refuse to accept for practice teaching or clinical experience any student of the University assigned to practice teaching or perform counseling or clinical duties in schools or classes of the District. The University may, for good cause, terminate the assignment of any student of the State University to practice teaching or to perform counseling or clinical duties in the District.

"Practice Teaching" or "Administrative Internship" as used herein and elsewhere in this agreement means active participation in the duties and functions of the classroom teaching or school site under the direct supervision and instruction of employees of the District holding valid life diplomas or credentials issued by the State Commission on Teacher Credentialing, other than emergency, intern, or provisional credentials, authorizing them to serve as classroom teachers or principals in the schools or classes in which the practice teaching or administrative internship is provided.

"Clinical or counselor Practicum" as used herein and elsewhere in this agreement means active participation in the duties and functions of the counseling or clinical unit under the direct

supervision and instruction of employees of the District or agency holding a valid life diplomas or certification issued by the State Commission on Teacher Credentialing, other than emergency, intern, or provisional credentials or certification, authorizing them to serve as counselors in the schools or classes in which the clinical experience is provided.

3. "Semester unit of practice teaching" as used herein and elsewhere in this agreement for elementary and secondary schools equals approximately twenty (20) minutes of practice teaching daily for five (5) days a week for sixteen (16) weeks. For Junior Colleges and/or Adult Schools, semester unit equals approximately twenty (20) minutes of practice teaching daily three (3) days per week for eighteen (18) weeks during regular session. Other components of the student teaching experience shall include:
 - Students should be given ample time to participate in the school activities from the beginning to the end of the year.
 - Students should be given ample time to participate in multiple placements per elementary, middle and high school settings.
 - Students should have at least 12 to 16 hours for counselors and 20-25 hours per week for elementary, secondary and special education candidates to work in specified site.
 - Students should be allowed to experience two full weeks (all day) of student teaching.
 - Students should be given ample opportunity to work within classrooms and schools that are comprised of English Language Learners and in diverse school settings.
 - Students should be allowed to participate in school settings for a maximum of 16 weeks per semester of clinical or teaching.
4. An assignment of a student of the University to practice teaching or counseling or administration in the District shall be deemed to be effective for the purposes of this agreement as of the date student presents to the proper authorities of the District the assignment card or other document given by the University effecting such assignment, but not earlier than the date of such assignments as shown on such card or other document. Absences of a student from assigned practice teaching or counseling or administrative practicum shall not be counted as absences in computing the semester units of practice teaching or counseling or administrative practicum provided the student by the District.
5. District shall be responsible for damages caused by the negligence of its officers, employees and agents. University shall be responsible for the damages caused by the negligence of its officers, employees and agents. The intent of this paragraph is to impose responsibility on each party for the negligence of its officers, employees and agents.
6. University shall ensure that all students maintain an insurance policy called Student Professional Liability Insurance Program which will be procured by the University prior to the student reporting to District site.
7. District and University each shall maintain in full force Commercial Liability Insurance and Professional Liability Insurance with limits no less than \$1,000,000/\$3,000,000 aggregate. Evidence of such coverage shall be furnished upon request by District and University.
8. It is understood and agreed by the parties that all students shall be considered learners and are not covered by Workers Compensations of either party. They shall not replace District staff except as may be necessary as a part of their educational training.

9. Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause at any time by either party upon ninety (90) days' prior written notice to the other party or upon completion of the students' rotation, whichever is greater. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party.

10. This agreement may be amended or modified at any time by mutual written consent of both parties.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the date and year set forth below.

By _____
 Megan Dobbyn
 Associate Procurement Officer

 (Date)

Ch
 By _____
 Carrie Hargis
 Director, Fiscal Services

 (Date)

TBG
X OD

“University”
 San Francisco State University
 1600 Holloway Avenue, CY140
 San Francisco, CA 94132
 Tel: 415-338-1837
 mdobbyn@sfsu.edu

“District”
 Elk Grove School District
 9510 Elk Grove Florin Rd.
 Elk Grove, CA 95624
 Tel: 916-686-7797 ext. 7658
 chargis@egusd.net

AK

SCHOOL BOARD CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on _____, 2014.

(month/day)

“It was moved, seconded and carried that the attached contract with the Trustees of the California State University for the State University, whereby the University may assign students to the schools in the _____ District for practice teaching be approved.”

School

County

By _____
Clerk, Secretary (circle one)
Of the Board of Trustees

Agenda Item No: _____

Supplement No. _____

Meeting Date July 1, 2014

Board Agenda Item

Subject:
APPROVAL OF PURCHASE ORDER HISTORY. Department: Finance & School Support

Action Requested:
 The Board of Education is asked to approve purchase orders for the weeks of May 24, 2014 through June 09, 2014.

Discussion:
 The Purchase Order History and Cost Modifications for the month May 24, 2014 through June 09, 2014 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	192	\$ 1,863,097.03
09 Elk Grove Charter School Fund	3	\$ 2,632.95
11 Adult Education Fund	2	\$ 7,883.34
12 Child Development Fund	3	\$ 3,211.57
25 Developer Fee Capital Facilities Fund	5	\$ 61,087.68
49 Facilities Special Project Fund	3	\$ 31,019.00
Total Encumbrances		\$ 1,968,931.57

Modifications:

<u>Fund</u>	<u>Purchase Orders Modified</u>	<u>Purchase Order Modification Costs</u>
01 General Fund	29	\$ 168,723.00
13 Food Nutrition Services Fund	8	\$ 285,079.00
49 Facilities Special Project Fund	1	\$ 12,000.00
Total Modifications		\$ 465,802.00
Financial Summary Grand Total		\$ 2,434,733.57

Prepared By: Peggy Beller Division Approval: Rich Fagan
 Prepared By: Peggy Beller Superintendent Approval: Steven M. Ladd Ed.D.

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 15

Board Agenda Item

Supplement No. _____

Meeting Date: July 1, 2014

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 \$84,100 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 *[Signature]*

Prepared By: _____

Superintendent Approval:

Steven M. Ladd, Ed.D. *[Signature]*

ELK GROVE UNIFIED SCHOOL DISTRICT
Fiscal Services

REVISED

July 1, 2014 Board of Education Meeting
Agenda Item – Ratification of Contracts
Contracts under bid limit authorized 5/29/14 - 6/12/14

	Agreement With	Services Provided	Term of Agreement	Department	Funding Source	Amount
1.	DataWORKS	Explicit direct instruction (EDI) for English Learners workshop & Common Core EDI lesson demonstration at Arlene Hein Elementary School	5/30/14 until services completed	Learning Support Services	Title III English Learners grant funds	\$7,000
2.	Sacramento Educational Cable Consortium	Various video production services	8/1/13 – 5/31/14 (revised agreement to reduce services)	Technology Services/ Curriculum & Professional Learning	N/A	\$10,900 reduction
3.	Center for Evaluation and Research, LLC	Oversee the CaMSP's Spring 2014 student assessment required by California Department of Education	5/1/14 – until services complete	Curriculum & Professional Learning	M ³ grant	\$27,313
4.*	My Amazing Community	Provide character and social skills, promote healthy lifestyle practices and community enrichment for students at Charles Mack Elementary School	6/23/14 – 7/17/14	Learning Support Services	Title I grant funds	\$4,000
5.	The Imperial County Office of Education	Reimbursement of costs associated with staff attending the International Society for Technology in Education conference & K-12 High Speed Network	6/28/14 – 7/1/14	Technology Services	N/A – Reimbursement of expenses not to exceed \$1,500	No Cost
6.	Communication Strategies	Provide technology consulting services	5/30/14 – approx. 9/30/14	Technology Services	Unrestricted General Fund	\$24,667.50
7.*	Black Belt in Fitness	Fitness Classes at Samuel Jackman Middle School	6/11/14 - 6/27/14	Secondary Education	Unrestricted General Fund	\$2,400
8.	Apex Learning Digital Curriculum Solutions	Provide curriculum solutions for Secondary Education and related services	7/1/14 – 6/30/15	Curriculum & Professional Learning	Unrestricted General Fund	\$49,800

*Memorandum of Understanding

ELK GROVE UNIFIED SCHOOL DISTRICT

Fiscal Services

REVISED

July 1, 2014 Board of Education Meeting
Agenda Item – Ratification of Contracts
 Contracts under bid limit authorized 5/29/14 - 6/12/14

	Agreement With	Services Provided	Term of Agreement	Department	Funding Source	Amount
9.	Kaiser Permanente	Occupational Health & Safety Services	6/6/14 – 6/6/15	Risk Management	Self Insurance Fund	Approx. \$1,000
10.*	Black Belt in Fitness	Afterschool activities at Herman Leimbach Elementary School	6/23/14 – 7/17/14	Learning Support Services	ASES Afterschool grant funds	\$12,000
11.*	KidzArt	Afterschool activities at Herman Leimbach Elementary School	6/4/14 – 7/17/14	Learning Support Services	ASES Afterschool grant funds	\$14,400
12.*	Early Engineers	Afterschool STEM activities at Herman Leimbach Elementary School	6/4/14 – 7/17/14	Learning Support Services	ASES Afterschool grant funds	\$2,880
13.*	Black Belt in Fitness	Afterschool activities at Union House Elementary School	6/23/14 – 7/17/14	Learning Support Services	ASES Afterschool grant funds	\$1,750
14.*	Coast 2 Coast Soccer	Afterschool co-ed soccer at Union House Elementary School	6/23/14 – 7/17/14	Learning Support Services	ASES Afterschool grant funds	\$1,360
15.	Crocker Art Museum	12 Artist-to-Go programs at Union House Elementary School	6/23/14 – 7/10/14	Learning Support Services	ASES Afterschool grant funds	\$2,100
16.*	C.A.S.E. Programs, Inc.	Art History, Character and Social skills and Community Enrichment programs for students at Charles Mack Elementary School	6/1/14 – 6/30/14	Learning Support Services	Unrestricted General Fund	\$1,080
17.*	Learning Adventures, Inc.	Two school assemblies; Caribbean Sea Expedition & Belize Whale Shark Expedition at John Reith Elementary School	6/4/14 & 6/5/14	PreK-6 Education	Unrestricted General Fund	\$1,900
18.	Project GLAD	Two-day Research & Theory workshop and two sets of four-day demonstration lessons at Union House Elementary School	6/16-6/17/14 12/1-12/4/14 1/20-1/23/14	Learning Support Services	Title I grant funds	\$51,000
19.*	myON	myON Reader and on-site professional development at Union House Elementary	4/30/14-4/30/15	Learning Support Services	Title I grant funds	\$5,475
20.*	Dr. Marcelina Ibanez	Provide services associated with EGACE Medical Assistant, Administrative and Clinical skills program	7/1/14 – 6/30/15	Secondary Education	N/A	No Cost

ELK GROVE UNIFIED SCHOOL DISTRICT

Fiscal Services

REVISED

July 1, 2014 Board of Education Meeting
Agenda Item – Ratification of Contracts
 Contracts under bid limit authorized 5/29/14 - 6/12/14

	Agreement With	Services Provided	Term of Agreement	Department	Funding Source	Amount
21.	Mercy Education – Southpointe Christian School	Third party provider to serve Southpointe Christian School Title I	7/1/13 – 6/30/14 (Revised)	Learning Support Services	Title I – Basic allocation to private schools	Increase of \$560 to total of \$1,877
22.	Mercy Education – St. Charles Borromeo School	Third party provider to serve St. Charles Borromeo School Title I	7/1/13 – 6/30/14 (Revised)	Learning Support Services	Title I – Basic allocation to private schools	Increase of \$5,335 to total of \$11,844
23.	Mercy Education – St. Patrick Academy	Third party provider to serve St. Patrick Academy Title I	7/1/13 – 6/30/14 (Revised)	Learning Support Services	Title I – Basic allocation to private schools	Increase of \$6,136 to total of \$9,797
24.	Elk Grove Food Bank Services	Provide conference space for distance learning class through Elk Grove Adult Community Education	7/1/14 – 6/30/15	Secondary Education	Adult Education Fee Based ESL & GED program	No Cost
25.	Advanced Business Technologies	Annual software maintenance and support for free and reduced forms processing software	7/1/14 – 6/30/15	Food Nutrition Services	Child Nutrition Fund	\$8,220
26.	YMCA of Superior California	EGUSD-Food Nutrition Services to provide summer food service program	6/16/14 – 8/29/14	Food Nutrition Services	District reimbursed for cost	No Cost
27.*	American Medical Response (AMR)	Medical attention & emergency transportation in the event of injury at Elk Grove Unified School District high school football games	8/29/14 – 11/7/14	Finance & School Support	General Fund, Unrestricted	Estimated \$25,000
28.	Bao Vue – Independent Contractor Agreement AMENDMENT (Removed from 6/17/14 agenda, item #23, contract #13)	Document translations	10/25/13 – 6/30/14 (amended 5/8/14)	Learning Support Services	General Fund	\$2,500 increase to \$10,000 total
29.	Timothy Mua – Independent Contractor Agreement AMENDMENT (Removed from 6/17/14 agenda, item #23, contract #14)	Translation services	11/1/13 – 6/30/14 (amended 5/8/14)	Learning Support Services	General Fund	\$1,500 increase to \$10,000 total

*Memorandum of Understanding

(Continued Page 3 of 3)

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 16

Board Agenda Item

Supplement No. _____

Meeting Date: July 1, 2014

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

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

Discussion:

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

Prepared By: Carrie Hargis *Carrie Hargis* Division Approval: Rich Fagan *R*
 Prepared By: _____ Superintendent Approval: Steven M. Ladd, Ed.D. *SL*

ELK GROVE UNIFIED SCHOOL DISTRICT

17

Agenda Item No: _____

Board Agenda Item

Supplement No. _____

Meeting Date: July 1, 2014

Subject:

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

Division: Secondary Education

Action Requested:

The Board of Education is asked to approve the renewal of the agreement between Bartholomew & Associates and EGUSD authorize Elk Grove Adult and Community Education to rent instructional space from July 1, 2014 through June 30, 2015.

Discussion:

Elk Grove Adult and Community Education desires to renew its agreement with Bartholomew & Associates for the purpose of providing a training facility in Elk Grove that can accommodate EGACE's growing Career Technical Education (CTE) program and to better serve the community of Elk Grove by providing training opportunities closer to home.

Financial Summary:

Please refer to:

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

Prepared By: Karen Malkiewicz

Division Approval: Christina Renna

Prepared By: _____

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

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

PURPOSE:

The purpose of the MOU, dated July 1, 2014 is to define the relationship between Elk Grove Shopping Center (EGSC), the "LESSOR", and Elk Grove Adult & Community Education (EGACE), a part of Elk Grove Unified School District (EGUSD), the "LESSEE."

i. Term of Agreement

The agreement shall be effective from July 1, 2014 to June 30, 2015.

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

ii. Rental Agreement

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

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

The custodial services provided by Lessor will be based on mutually agreed services required based cost per hour for services rendered.

iii. Contract extension

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

iv. Conditions

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

LESSEE & LESSEE RESPONSIBILITIES:

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

3. Custodial provided as part of Taxes, Maintenance, and Insurance cost.

LESSOR RESPONSIBILITIES

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

INDEMNIFICATION.

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

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

INSURANCE/COVERAGE

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

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

- I. **Other Insurance/Coverage:** Each Party also represent that for the period of this agreement they will also purchase and maintain (real or personal property insurance

or coverage as well as any) insurance or liability coverage as required by law or regulation, including workers' compensation coverage up to the statutory limits.

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

Agreed to and signed by:



Carrie Hargis
Director, Fiscal Services
Elk Grove Unified School District

_____ Date

_____ Wayne A. Bartholomew
Managing Partner

_____ Date

Bartholomew Associates, dba
Elk Grove Shopping Center (EGSC)



ATTACHMENT NO. 1

BASE RENT WITH INCREMENTAL INCREASE

(Increase will be implemented in equal increments across 4 semesters)

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

Base:	602.98 sq. ft @1.25	Total	\$753.73
Semester 1:	+477.36 sq. ft. = 1080.34 sq. ft. @ 1.25	Total	\$1,350.43
	<ul style="list-style-type: none">• 1 class 20 hours per week		
Semester 2:	+477.36 sq. ft. = 1557.70 sq. ft. @1.25	Total	\$1,947.13
	<ul style="list-style-type: none">• 2 classes 40 hours per week		
Semester 3:	+477.36 sq. ft. = 2,512.42 sq. ft.	Total	\$3,140.53
	<ul style="list-style-type: none">• 4 classes 60 hours per week		

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

ATTACHMENT NO. 2

UTILITY COSTS

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

ATTACHMENT NO. 3

EQUIPMENT PROVIDED BY ELK GROVE SHOPPING CENTER

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

****Comcast hook up provided**

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 18

Board Agenda Item

Supplement No. _____

Meeting Date: July 1, 2014

Subject:

Division: Secondary Education

Child Care and Development Agreements

Action Requested:

The Board of Education is asked to ratify the annual renewal of contracts with three vendors for child care and development services.

Discussion:

EGUSD maintains contractual relationships with three vendors – Continuing Development Inc., KU/Champions LLC and the Young Men’s Christian Association of Superior California – to provide both subsidized and fee-based child care and development services at 29 district elementary schools. Child care services are offered at all 29 sites; fee-based preschool services are offered at four. Five-year contracts were awarded to these agencies starting with the 2012-13 school year as a result of a competitive bidding process.

Through June 30, 2017, EGUSD annually renews memoranda of understanding (MOUs) with the child care providers pending a satisfactory evaluation of each site. The MOUs include an agreement to lease land to the vendors and to abide by EGUSD’s Child Care and Development Standards.

The Board is asked to ratify the annual renewal of these contracts.

Financial Summary:

For each site where they locate a child care and development center, vendors pay EGUSD \$1/year rent to lease the land, \$4,500/year as an administrative fee for child care services and, where applicable, \$500/year as an administrative fee for fee-based preschool services.

Prepared By: Kathy Hamilton

Division Approval:  Christina Penna

Prepared By: _____

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



RESOLUTION 2, 2014-15

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

RESOLUTION

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

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

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

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

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

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

(Clerk's signature)

(Date)



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 14 - 15

DATE: July 01, 2014

CONTRACT NUMBER: CCTR-4188

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 34-6731-00-4

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: ELK GROVE UNIFIED SCHOOL DISTRICT

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

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

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

SERVICE REQUIREMENTS

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

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

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

CONTRACTOR'S NAME: ELK GROVE UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CCTR-4188

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

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

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

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

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

PURPOSE:

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

TERM OF AGREEMENT:

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

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

DEFINITIONS:

- "Child Care and Development" includes both child care services for school-age children and, where applicable, preschool services.

CONDITIONS

EGUSD agrees to:

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

These services may include school-aged child care and, based on interest, state-funded preschool or fee-based preschool at sites where preschool is physically separate – either by space or time – from the school-aged child care services. Fee-based preschool is being offered as an option for vendors who responded to EGUSD's Request for Proposals for Child Care and Development Services, issued in September 2011.

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

- Elliott Ranch, 10000 East Taron Drive, Elk Grove, CA 95757
 - Foulks Ranch, 6211 Laguna Park Drive, Elk Grove, CA 95758
- Distribute marketing materials to all families at the host school as reasonably requested by CDI in order to help ensure maximum enrollment in all Child Care and Development programs offered.

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

CDI agrees to:

- Comply with EGUSD's child care and development expectations as outlined in Board Policy 5148, EGUSD's Child Care and Development Standards, and Title 5 and 22 of the California Code of Regulations.
- Allow EGUSD to conduct an annual evaluation of its Child Care and Development programs and provide requested documentation to support that evaluation.
- Ensure that all of its employees and outside personnel comply with background and fingerprinting requirements of the Titles 5 and 22 of the California Code of Regulations.
- Ensure annually that all Child Care and Development fees are in alignment with the Regional Market Rate most recently published in 2012 by the California Department of Child Development for center-based programs and adjusted for current rates.
- For each fee-based program that it opens, gain licensing approval from the California Community Care Licensing Division of the Department of Social Services.
- Offer a developmentally appropriate preschool academic program that prepares students to enter and succeed in kindergarten.
- Work with EGUSD kindergarten teachers to align instructional preschool program to kindergarten entry expectations.
- Pay EGUSD an annual fee of \$500 (\$41.67/month) per fee-based preschool site for administrative support associated with the operation of preschool, including communication with school site and district office staff, monitoring of program quality and analysis of student performance data.
- **Fingerprinting and background check:** All outside personnel (custodial, maintenance and landscaping) must comply with applicable background and fingerprinting laws. (Complete and return attached **Declaration Regarding Employee Fingerprinting and Criminal Background Check.**)

INDEMNIFICATION:

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

COMPLIANCE DOCUMENTATION:

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

AGREED TO AND SIGNED BY:

KT

 Carrie Hargis
 Director of Fiscal Services
 Elk Grove Unified School District

 Date

 Chief Financial Officer
 Continuing Development Incorporated

 Date



**Memorandum of Understanding (MOU) between
Elk Grove School District (EGUSD) and
KLC Champions (Champions)**

PURPOSE:

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

TERM OF AGREEMENT:

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

This MOU supports a five year contract dated in 2013 between EGUSD and KLC Champions for authorization to use EGUSD land to house child care and development facilities pending satisfactory annual evaluations of Child Care and Development programs.

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

DEFINITIONS:

- "Child Care and Development" includes both child care services for school-age children and, where applicable, preschool services.

CONDITIONS

EGUSD agrees to:

- Host Champions at the following elementary school sites for the purpose of providing child care and development services:
 - Irene B. West, 8625 Serio Way, Elk Grove, CA 95758
 - James McKee, 8701 Halverson Dr. Elk Grove, CA 95624
 - Edna Batey, 9421 Stonebrook Drive, Elk Grove, CA 95624
 - Arlene Hein, 6820 Bellaterra Drive, Elk Grove, CA 95757
 - Roy Herburger, 8670 Maranello Drive, Elk Grove, CA 95624
 - Arnold Adreani, 9927 Wildhawk West Drive, Sacramento, CA 95829
 - Helen Carr Castello, 9850 Fire Poppy Drive, Elk Grove, CA 95757
 - Carroll, 10325 Stathos Drive, Elk Grove, CA 95757
 - Sunrise, 11821 Cobble Brook Drive, Rancho Cordova, CA 95742

These services may include school-aged child care and, based on interest, state-funded preschool or fee-based preschool at sites where preschool is physically separate – either by space or time – from the school-aged child care services. Fee-based preschool is being offered as an option for vendors who responded to EGUSD's Request for Proposals for Child Care and Development Services, issued in September 2011.

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

- Arnold Adreani, 9927 Wildhawk West Drive, Sacramento, CA 95829
- Carroll, 10325 Stathos Drive, Elk Grove, CA 95757
- Sunrise, 11821 Cobble Brook Drive, Rancho Cordova, CA 95742
- Distribute marketing materials to all families at the host school as reasonably requested by Champions in order to help ensure maximum enrollment in all Child Care and Development programs offered.

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

Champions agrees to:

- Comply with EGUSD's child care and development expectations as outlined in Board Policy 5148, EGUSD's Child Care and Development Standards, and Title 5 and 22 of the California Code of Regulations.
- **Fingerprinting and background check:** All outside personnel (custodial, maintenance and landscaping) must comply with applicable background and fingerprinting requirements of the Titles 5 and 22 of the California Code of Regulations. (Complete and return attached **Declaration Regarding Employee Fingerprinting and Criminal Background Check.**)
- Allow EGUSD to conduct an annual evaluation of its Child Care and Development programs and provide requested documentation to support that evaluation.
- Ensure that all of its employees and outside personnel comply with background and fingerprinting requirements of the Titles 5 and 22 of the California Code of Regulations.
- Ensure annually that all Child Care and Development fees are in alignment with the Regional Market Rate most recently published in 2012 by the California Department of Child Development for center-based programs and adjusted for current rates.
- For each fee-based program that it opens, gain licensing approval from the California Community Care Licensing Division of the Department of Social Services.
- Offer a developmentally appropriate preschool academic program that prepares students to enter and succeed in kindergarten.
- Work with EGUSD kindergarten teachers to align instructional preschool program to kindergarten entry expectations.
- Pay EGUSD an annual fee of \$500 (\$41.67/month) per fee-based preschool site for administrative support associated with the operation of preschool, including communication with school site and district office staff, monitoring of program quality and analysis of student performance data.
- **EMERGENCY COMMUNICATION LINK:** Champions agrees to have on-site district standard hand-held radios programmed to both the elementary school and district emergency channels.

INDEMNIFICATION:

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

COMPLIANCE DOCUMENTATION:

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

AGREED TO AND SIGNED BY:

KH

Carrie Hargis
Director of Fiscal Services
Elk Grove Unified School District

Date

Chief Financial Officer
KLC Champions

Date



**Memorandum of Understanding (MOU) between
Elk Grove School District (EGUSD) and
Young Men's Christian Association of Superior California (YMCA)**

PURPOSE:

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

This agreement shall be effective from July 1, 2014 through June 30, 2015, unless either party gives sixty (60) days written notice to terminate this agreement.

This MOU supports a five year contract dated in 2013 between EGUSD and YMCA for authorization to use EGUSD land to house child care and development facilities pending satisfactory annual evaluations of Child Care and Development programs.

TERM OF AGREEMENT:

This agreement shall be effective from July 1, 2014 through June 30, 2015, unless either party gives sixty (60) days written notice to terminate this agreement.

This MOU supports a five year contract dated in 2013 between EGUSD and YMCA for authorization to use EGUSD land to house child care and development facilities pending satisfactory annual evaluations of Child Care and Development programs.

DEFINITIONS:

- "Child Care and Development" includes both child care services for school-age children and, where applicable, preschool services.

CONDITIONS

EGUSD agrees to:

- Host YMCA at the following elementary school site for the purpose of providing child care and development services:
 - Cosumnes River, 13580 Jackson Road, Sloughhouse, CA 95683.

These services may include school-aged child care and, based on interest, state-funded preschool or fee-based preschool at sites where preschool is physically separate – either by space or time – from the school-aged child care services. Fee-based preschool is being offered as an option for vendors who responded to EGUSD's Request for Proposals for Child Care and Development Services, issued in September 2011.

- Distribute marketing materials to all families at the host school as reasonably requested by YMCA in order to help ensure maximum enrollment in all Child Care and Development programs offered.

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

YMCA agrees to:

- Comply with EGUSD's child care and development expectations as outlined in Board Policy 5148, EGUSD's Child Care and Development Standards, and Title 5 and 22 of the California Code of Regulations.
- **Fingerprinting and background check:** All outside personnel (custodial, maintenance and landscaping) must comply with applicable background and fingerprinting requirements of the Titles 5 and 22 of the California Code of Regulations. (Complete and return attached **Declaration Regarding Employee Fingerprinting and Criminal Background Check.**)
- Allow EGUSD to conduct an annual evaluation of its Child Care and Development programs and provide requested documentation to support that evaluation.
- Ensure that all of its employees and outside personnel comply with background and fingerprinting requirements of the Titles 5 and 22 of the California Code of Regulations.
- Ensure annually that all Child Care and Development fees are in alignment with the Regional Market Rate most recently published in 2012 by the California Department of Child Development for center-based programs and adjusted for current rates.
- For each fee-based program that it opens, gain licensing approval from the California Community Care Licensing Division of the Department of Social Services.
- Offer a developmentally appropriate preschool academic program that prepares students to enter and succeed in kindergarten.
- Work with EGUSD kindergarten teachers to align instructional preschool program to kindergarten entry expectations.
- Pay EGUSD an annual fee of \$500 (\$41.67/month) per fee-based preschool site for administrative support associated with the operation of preschool, including communication with school site and district office staff, monitoring of program quality and analysis of student performance data.
- **EMERGENCY COMMUNICATION LINK:** YMCA agrees to have on-site district standard hand-held radios programmed to both the elementary school and district emergency channels.

INDEMNIFICATION:

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

COMPLIANCE DOCUMENTATION:

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

AGREED TO AND SIGNED BY:



KAT

Carrie Hargis
Director of Fiscal Services
Elk Grove Unified School District

Date

Chief Financial Officer
Young Men's Christian Association of Superior California

Date

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 19
Supplement No.
Meeting Date: July 1, 2014

Board Agenda Item

Subject: 2014-2015 State Preschool Contract and Resolution
Department: PreK-6 Education

Action Requested:
The Board of Education is requested to approve the attached 2014-15 California State Preschool Programs (CSPP) and Resolution.

Discussion:

The State preschool contract CSPP-4638, Project Number 34-6731-00-4 and resolution contract will serve 264 students for CSPP preschool classes. This resolution is for the 2014-2015 school year and is necessary to authorize designated district personnel to sign contract documents for Fiscal Year 2014-2015.

The CSPP contract will provide funds to operate preschool classes at the sites listed below.

Each class has 24 students.

- Maeola Beitzel Elementary (24 students)
- Florin Elementary (48 students)
- Herman Leimbach Elementary (48 students)
- Charles Mack Elementary (24 students)
- Prairie Elementary (24 students)
- William Daylor High School (24 students)
- Isabelle Jackson Elementary (24 students)
- Samuel Kennedy Elementary (24 students)
- James McKee Elementary (24 students)

The contract amount is \$963,708.

Financial Summary:
There is no cost to the district.

Prepared By: _____ Division Approval: Donna Cherry *DMC*
Prepared By: _____ Superintendent Approval: Steven M. Ladd, Ed.D. *SL*

RESOLUTION 3, 2014-15

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

RESOLUTION

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

authorizes entering into local agreement number/s CSPP-4368 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Rich Fagan</u>	<u>Associate Superintendent</u>	_____
<u>Carrie Hargis</u>	<u>Director of Fiscal Services</u>	_____
<u>Shannon Stenroos</u>	<u>Director of Fiscal Services</u>	_____

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

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

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

(Clerk's signature)

(Date)



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 14 - 15

DATE: July 01, 2014

CONTRACT NUMBER: CSPP-4368

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 34-6731-00-4

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: ELK GROVE UNIFIED SCHOOL DISTRICT

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

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

The period of performance for this contract is July 01, 2014 through June 30, 2015. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$963,708.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 28,031.0
Minimum Days of Operation (MDO) Requirement 185

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

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Carrie Hargis, Director of Fiscal Svcs	
TITLE Contracts, Purchasing and Conference Services		ADDRESS 9510 Elk Grove Florin Rd, Elk Grove, CA 95624	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 963,708	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached	Department of General Services use only	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 963,708	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

CONTRACTOR'S NAME: ELK GROVE UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CSPP-4368

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 34,912	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-6731	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 34,912	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 16,654	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-6731	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 16,654	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 855,732	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-6731			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 855,732	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 56,410	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-6731			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 56,410	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

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

Board Agenda Item


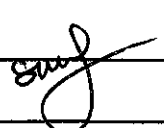
Subject:
 Out-of-State Field trip **Division:** Secondary Education

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

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

School	Field Trip Destination	Field Trip Purpose	Dates of Trips
Cosumnes Oaks High School	Reno, NV	High Sierra Volleyball Tournament	August 29-30, 2014

Financial Summary:

Prepared By: Libby Sidhu Division Approval:  Christina C. Penna
 Prepared By: _____ Superintendent Approval:  Steven M. Ladd, Ed.D.

Board Agenda Item

Subject:

Division: Facilities and Planning

Facilities Condition Assessment for Facilities Master Plan and Prop. 39 Energy Assessments and Planning

Action Requested:

The Board of Education is asked to: (1) ratify a Consultant Services Agreement with Jacobs for the facilities condition assessment of District facilities; and (2) authorize Robert Pierce, Associate Superintendent, Facilities and Planning, to finalize and execute the Consultant Services Agreement on behalf of the District.

Discussion:

A facilities master plan provides a framework and broad-based system for coordination and development of individual facility projects. It anticipates future needs, defines characteristics of facilities which are needed to support the District's educational mission, and identifies the funding and resources needed to implement facility projects. As reported in the Facilities Master Plan Update presented December 10, 2013, an assessment of the physical and operational condition of existing building systems at all school sites is an important and necessary step in long-term planning for modernization, rehabilitation and maintenance programs employed to keep our facilities updated, clean, maintained at a high level, and capable to provide a safe, comfortable and secure learning environment.

Facilities and Planning Staff prepared a request for proposal (RFP) seeking qualified consultant firms or teams to observe, assess and evaluate the physical condition and likely remaining service life of major building systems and elements, as well as the overall condition and educational adequacy its school facilities. The RFP outlined a 3-step selection process. Twenty-two responses were received initially, pared to 7 responses in the second round. Of these, 4 teams were interviewed and 2 finalists submitted a mock-up assessment report. After review and evaluation of all responses, Administration is pleased to recommend Jacobs Project Management Company to be selected to perform the "Facilities Condition Assessment for Facilities Master Plan and Prop. 39 Energy Assessments and Planning".

Staff is very pleased to recommend Jacobs Project Management Company for this very important project which will include an impressive software and database containing not only districtwide detailed facility assessments for the purposes of ongoing maintenance, modernization and facility enhancement needs but for the critical component of the District's updated masterplan as well as our Prop. 39 assessments. Staff is also pleased with our unique ability to leverage funding opportunities for this important endeavor including Prop. 39 planning funds and SMUD incentives as well as various district resources.

As presented for Discussion at the Board's regular meeting June, 17, 2014, it is recommended that the Board ratify the Consultant Services Agreement with Jacobs Project Management Company and authorize Robert Pierce, Associate Superintendent, Facilities and Planning to finalize and execute the Consultant Services Agreement on behalf of the District.

Financial Summary: Developer fees, Mello-Roos (Measure A), Proposition 39 planning funds, and SMUD incentives.

Prepared By: William Heinicke *WH* Division Approval: Robert Pierce *RP*

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

**ELK GROVE UNIFIED SCHOOL DISTRICT
CONSULTANT SERVICES AGREEMENT**

This CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into effective July 2, 2014 (the "Effective Date"), by and between the Elk Grove Unified School District ("District") and Jacobs Project Management Co. ("Jacobs") ("CONSULTANT").

1. **Consultant Services.** Consultant agrees to provide the following services to District (collectively, the "Services"):

- A. Assess, observe, evaluate, and record the physical condition, performance and likely remaining service life of major building systems and elements, including but not limited to:
 - a. Roofing systems
 - b. Exterior finishes
 - c. Interior finishes
 - d. HVAC systems and related EMS
 - e. Site/main electrical service
 - f. Lighting systems
 - g. Other power systems
 - h. Low-voltage systems (e.g. alarms, communication, data)
 - i. Plumbing systems
 - j. Landscaping and irrigation systems
 - k. On-site paving

- B. Collect and record specific information required for Proposition 39 energy audits, surveys, indexes and analysis to support District's pursuit of funding under Proposition 39.

- C. Estimate maintenance and replacement costs over the next 15 years for each building system on a site-by-site basis, on a district-wide basis, and provide a district-wide total for each building system.

- D. Provide an internship program for selected District high school students.

Consultant shall be entitled to reasonably rely on the documentation, data, reports, software functionality and calculations provided by the State of California, the District or other third-parties in connection with rendering such Services. Consultant acknowledges all conditions and requirements described in the Request For Proposal issued February 11, 2014, Round Two Information issued March 21, 2014, Round 2, Information, Part 2 issued March 31, 2014, Round 2 Information, Part 3 issued April 7, 2014, and Consultant's various responses to same, serve as further definition and scope of Services for this Agreement and all of such conditions, requirements and Consultant responses are attached hereto as Exhibit A and incorporated into this Agreement by this reference. Notwithstanding the foregoing, Consultant shall not be responsible for the discovery, removal, or disposal of hazardous materials or toxic substances as part of the scope of Services. Consultant shall take all necessary precautions for the safety

of its employees, subcontractors and agents and shall comply with all applicable laws and regulations pertaining to occupational safety and health while performing the Services.

2. **Consultant Qualifications.** Consultant represents and warrants to District that Consultant and all of Consultant's employees, agents or volunteers (the "Consultant Parties") have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. If any of the Services are performed by any of Consultant's Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Consultant.

3. **Term.** This Agreement shall begin on July 2, 2014, and shall terminate upon completion of the Services, but no later than December 18, 2014 ("Term"), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent from all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Consultant or the Consultant Parties, and upon such written notice, Consultant shall be under no further obligation to District to perform the Services. In the event of early termination, Consultant shall be paid for satisfactory work performed to the date of termination. Upon payment by District, District shall be under no further obligation to Consultant, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either Party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party, however the parties may agree in writing to a shorter time period for the effectiveness of such termination. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving ten (10) days' written notice to Consultant if Consultant materially violates any of the terms of this Agreement, any negligent act or omission by Consultant or the Consultant Parties exposes District to potential liability or may cause an increase in District's insurance premiums, Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency. Such termination shall be effective immediately upon Consultant's receipt of said notice.

5. **Payment.** District agrees to pay Consultant a fee for the Services in an amount not-to-exceed Nine Hundred Fifty-Nine Thousand Six Hundred Ninety-Eight Dollars (\$959,698.00). The rate shall not be increased by Consultant over the course of this Agreement. District agrees to pay Consultant in six (6) equal monthly installments within thirty (30) days of receipt of each monthly, detailed invoice from Consultant, including any additional supporting documentation reasonably requested by District, up to the aggregate not-to-exceed amount stated above. Any work performed by Consultant in excess of said amount shall not be compensated.

6. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Education, members of the Board of Education (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but limited to any attorney fees) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or

resulting from any act, error, omission, negligence, or willful misconduct of Consultant, the Consultant Parties or their respective agents, subcontractors, employees, invitees, or licensees in the performance of or failure to perform Consultant's obligations under this Agreement, including, but not limited to Consultant's or the Consultant Parties' use of the site, Consultant's or the Consultant Parties' performance of the Services, Consultant's or the Consultant Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. Notwithstanding the foregoing, the Contractors aggregate liability hereunder shall be limited to the aggregate contract value.

7. **Equipment and Materials.** Consultant at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Consultant or the Consultant Parties, even if such Equipment is furnished, rented or loaned to Consultant or the Consultant Parties by District. Furthermore, any Equipment or workmanship that does not conform to the regulations of this Agreement may be rejected by District and in such case must be promptly remedied or replaced by Consultant at no additional cost to District and subject to District's reasonable satisfaction.

8. **Insurance.** Without in any way limiting Consultant's liability or indemnification obligations set forth in Paragraph 6 above, Consultant shall secure and maintain throughout the term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000.00 each occurrence and \$2,000,000.00 in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable; and neither Consultant nor any of the Consultant Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If any of the required insurance is not reinstated, District may, at its sole option, terminate this Agreement. All of the policies shall also include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the certificate of insurance shall be attached to this Agreement as proof of insurance (see Exhibit B hereto).

9. **Independent Contractor Status.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that s/he and the Consultant Parties shall not be considered officers, employees, agents, partners, or joint ventures of District, and are not entitled to benefits of any kind or nature normally provided to employees of

District and/or to which District's employees are normally entitled.

10. **Taxes.** All payments made by District to Consultant pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from compensation payable to Consultant, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant and the Consultant Parties and otherwise in connection with this Agreement.

11. **Fingerprinting/Criminal Background Investigation Certification.** Consultant and the Consultant Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Consultant hereby represents and warrants to District the following:

A. Consultant and the Consultant Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B. The following Consultant Parties have **more than limited contact** (as determined by District) with District students during the Term of this Agreement:

_____ . [Attach and sign additional pages, as needed.]

C. (Required only if Box 11.B is checked.) All of the Consultant Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these Consultant Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Consultant further agrees and acknowledges that if at any time during the Term of this Agreement Consultant learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Consultant shall immediately notify District and prohibit any affected personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible.

12. **Assignment/Successors and Assigns.** Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District, which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the

respective parties.

13. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

14. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

16. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Consultant at the address located next to the Party signatures below, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.

27. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Consultant shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406, and others. Consultant agrees that it shall comply with all legal requirements for the performance of duties under this agreement and that failure to do so shall constitute material breach.

18. **Non-Discrimination.** There shall be no discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, sexual orientation or gender presentation of such persons.

19. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect, or incident damages, including but not limited to lost profits in connection with this Agreement.

20. **Time.** Time is of the essence to this Agreement.

21. **Waiver.** No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

22. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous

oral agreement, nor explained or supplemented by evidence of consistent additional terms.

23. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

24. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

25. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

26. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective Parties, and by their signatures to bind the respective Parties to this Agreement.

DISTRICT:

CONSULTANT:

ELK GROVE UNIFIED SCHOOL DISTRICT

JACOBS PROJECT MANAGEMENT CO.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address for District Notices:

Address for Consultant Notices:

9510 Elk Grove-Florin Rd.

Elk Grove, California 95624

Attn: Associate Superintendent

of Facilities

EXHIBIT A

REQUEST FOR PROPOSAL ISSUED FEBRUARY 11, 2014,
ROUND TWO INFORMATION ISSUED MARCH 21, 2014,
ROUND 2, INFORMATION, PART 2 ISSUED MARCH 31, 2014,
ROUND 2 INFORMATION, PART 3 ISSUED APRIL 7, 2014, AND
CONSULTANT'S RESPONSES

[ATTACHED BY REFERREANCE AND AVAILABLE
IN THE FACILITIES AND PLANNING OFFICE]

EXHIBIT B

CERTIFICATE OF INSURANCE

[ATTACHED]

Board Agenda Item

Subject: Rancho Murieta Community Church License Agreement for Entry and Access
Division: Facilities and Planning

Action Requested:
The Board of Education is asked to (1) ratify a License Agreement, in form, with the Rancho Murieta Community Church for entry and access to the property immediately adjacent to Cosumnes River Elementary School under certain conditions; and (2) authorize Robert Pierce, Associate Superintendent, Facilities and Planning to finalize and execute a License Agreement on behalf of the District.

Discussion:
On February 17, 2009, the Governing Board adopted Resolution No. 54, 2008-09 approving the Purchase of Real Property for the New Cosumnes River Elementary School Site. At that time a condition of the Purchase and Sale Agreement (PSA) was for the District to record an Entry and Access Easement for the benefit of the adjacent property to the west. The recorded easement grants access for the purposes of agricultural use, and/or for not more than ten (10) residential parcels, and/or for personal access for members of the William Ledbetter Trust (WLT). At that time it was anticipated that these uses would be appropriate for the purposes of a future sale or development of the parcel.

The WLT has since listed the subject property and the Rancho Murieta Community Church (RMCC) has made an offer which has been accepted by the WLT. One of the matters requiring resolution prior to escrow closing is the matter of access. Clearly entry and access was addressed in the aforementioned PSA however it was not anticipated by the District or the WLT that the adjacent property would be used for anything other than for personal use by the WLT, future residential, or agriculture.

Staff has been working with the school site administration, the WLT, and the RMCC to explore ideas and options. Staff believes that the use of the adjacent property as a church is superior to any of the allowable uses of the property covered under the existing easement and zoning. But as previously explained the existing easement and right of entry and access agreement does not allow for a church. As a result Staff is recommending that the Board grant the RMCC entry and access to the adjacent property if and when it acquires title to the property and including County of Sacramento approval and all applicable permitting for the church project's development as well as actual construction and occupancy of the church amongst various other provisions covered in the attached License Agreement.

- Some of the benefits of granting entry and access to RMCC are as follows:
- The use of the property by the church is more desirable than the many agricultural uses allowed under such zoning.
 - The use of the property by the church is more desirable than ten individual residential lots which will require many points of contact and coordination throughout the school year and the potential for daily challenges.
 - By granting this access the District would play a large part in controlling who the adjacent property owner is and what the land use becomes.
 - This proposed separate agreement would allow the District to benefit from items not covered or called for under the existing entry and access easement, such as shared road maintenance and long term repairs to be shared by the adjacent property owner.
 - The RMCC is a trusted community partner and as such having the RMCC as a neighbor will provide for increased security and community/educational partnership opportunities for Cosumnes River Elementary School and the District.
 - The RMCC has agreed to allow the school to use its parking lot(s) when large school events take place. Even with all of the additional parking provided for the new school, there are times when parents and visitors must park either on or across Jackson Highway along Keifer Boulevard.

Financial Summary: N/A

Prepared By: _____ Division Approval: Robert Pierce *RP*
Prepared By: _____ Superintendent Approval: Steven M. Ladd, Ed.D. *SML*

LICENSE AGREEMENT

This License Agreement (“Agreement”), executed and entered into as of July [redacted], 2014 (the “Effective Date”) is by and between the Elk Grove Unified School District (“District”) and The Rancho Murieta Community Church (“Church”). District and Church are sometimes referred to herein each as a “Party” and collectively as the “Parties.”

Recitals

1. District is a school district serving the K-12 student housing and educational needs within its jurisdiction, including those on its Cosumnes River Elementary School campus, located at 13580 Jackson Rd., Sloughhouse, California (the “Property”); and

2. Church is the owner of an approximately 24-acre parcel of land adjacent to the Property, commonly referred to as APNs 126-0090-044 and 126-0090-035, Sloughhouse, California (the “Adjacent Property”); and

3. Church has requested, and District is interested in granting, a license for Access (defined below) through and use of the Property to provide ingress and egress to the Adjacent Property for Church personnel, Church patrons, and such other persons required to access the Adjacent Property for the development, construction and operation of a church facility, upon the terms and conditions described in this Agreement. The proposed church facility and various related improvements are represented in the site plan attached hereto as Exhibit A.

4. This Agreement will only be valid and in effect when executed by both parties and if and when the Church takes title to the Adjacent Property immediately adjacent to the west of the Property and if and when the Church receives all required permits and approvals by all appropriate agencies and develops and occupies the proposed church. This agreement is only valid with the Church and will be null and void should the Church fail to receive all necessary approvals including the County and/or Cal Trans approval of the access road as primary access for the Church, or should the Church fail to develop the site or if an entity other than the Church should, at any time, take title to the Adjacent Property or occupy the property by way of lease, rent, or other similar means.

ACCORDINGLY, the Parties agree as follows:

Agreement

Section 1. Grant of License; Description of Property Subject to License. District does hereby grant Church during the Initial Term and each Renewal Term, a nonexclusive, limited license (“License”) for access (“Access”) through and use of the Property to provide ingress and egress to the Adjacent Property for Church personnel, Church patrons, and such other persons required to access the Adjacent Property for the operation of a church facility, subject to the limitations on use set forth in Section 4. The

initial portion of the Property subject to the License ("License Area") is the section of the Property designated on and represented by the diagram attached hereto as Exhibit B. District, in District's sole discretion and subject to its potential future construction and schoolsite needs, shall have the right to relocate, upon reasonable notice to Church, the License Area to a suitable location on the Property in lieu of the License Area shown in Exhibit A during the Initial Term or any Renewal Term (each as defined in Section 3) of this Agreement. In such event, Church and District shall negotiate the sharing of costs of such relocation of the License Area pursuant to a separate written agreement.

Section 2. Fee. The Church agrees that in return for Access rights as defined in this Agreement that the Church will pay for its share of required maintenance and repairs of the Access Road (defined in Exhibit B) as needed and defined in Section 7. In addition Church agrees to allow the School utilization of the Church parking lot(s) at various times throughout the school year so long as such use does not conflict with Church programs and as coordinated with/by the School Principal and Church Leadership. Church also agrees to allow the School access to the Adjacent Property for the purposes of river and nature area access for appropriate lessons and class projects. In addition the School will allow the Church utilization of the School parking lot as an overflow option for the Church. This use will be limited to non-school hours and at times that do not conflict with any school activities. Such use will be coordinated with the School Principal.

Section 3. Term; Termination. The initial term of this Agreement ("Initial Term") shall be twenty-five (25) years, commencing and effective upon the Effective Date and ending on the last day of the twenty-five (25) year period thereafter (i.e., ending July [REDACTED], 2039. This Agreement shall automatically renew immediately after the end of the Initial Term for successive ten (10) year periods (each, a "Renewal Term"), unless earlier terminated by the Parties. This Agreement may be terminated, without penalty or cause, mutually by the Parties and at any time during the Initial Term or any Renewal Term, upon thirty (30) days' written notice from each party delivered to the other Party at the address shown in Section 10.

Section 4. Limitations on Use of Property; District Approvals.

(a) During the Initial Term and any Renewal Term, the Access shall be limited solely to Church personnel, Church patrons, and such other persons required to access the Adjacent Property for the operation of a church facility. This Access as well as anticipated volumes and types of service and access are generally defined in Exhibit C. Any exceptions or revisions to the level or types of Access described in Exhibit C will be coordinated and approved by the District.

(b) Church expressly acknowledges that, by reason of the use of the Property as a schoolsite, District has a legitimate interest in overseeing the development and use of the Property and the License Area. Consequently, all matters relating to construction, design, improvement, restoration, repairs, signage, operation, management, maintenance, and use of the Property and the License Area (including any proposed assignment of the limited license granted herein) shall be subject to the discretion of the District.

Section 5. Representations and Warranties of Church. Church hereby represents and warrants to District as follows:

(a) Church is a nonprofit religious corporation duly organized and existing under the laws of the State of California with full right, power and authority to enter into and perform its obligations under this Agreement;

(b) Church is, or shall become within 120 days of the Effective Date, the sole owner in fee title of the Adjacent Property;

(c) Church (i) has obtained, or shall obtain within 365 days of the Effective Date, all required approvals, licenses, permits, and entitlements, and (ii) has fulfilled, or shall fulfill within 730 days of the Effective Date, other requirements to the ownership and operation of church facilities on the Adjacent Property including the start of construction of the church ; and

(d) Church has conducted its own independent investigation with respect to the condition of the Property, and reached its own determination of the feasibility of Church's use of the Property and the suitability of the License Area for such purposes.

Section 6. General Responsibilities and Covenants of Church. Church hereby covenants, for the benefit of District, as follows:

(a) Church shall act in a professional manner and shall not do or permit anything to be done on or about the Property which would obstruct or interfere with the rights of anyone on or about the Property, or which is or may be a nuisance, annoyance, inconvenience, or which may injure anyone on or about the Property or surrounding neighborhoods.

(b) Church shall not use or permit the License Area or any portion thereof to be used in any manner or for any purpose that is in any way in violation of any applicable law, ordinance, policy, or regulation of any federal, state, county, or local government agency, body or entity, including District. This includes, but is not limited to, any smoking or alcohol consumption on or about the License Area. Church shall also not permit anything to be done on or about the License Area which will increase the existing rate of insurance upon the Property, or cause the cancellation of any insurance policy covering the Property, and Church shall be responsible for paying any increase in insurance caused thereby.

(c) Church shall, at Church's own cost and expense, comply with all applicable statutes, ordinances, regulation, and requirements of all governmental entities, including federal, state, county or municipal, and whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. If any license, permit, or other governmental authorization is required for the lawful use of the License Area, Church shall procure and maintain at its sole cost any such license, permit or other governmental authorization prior to the commencement of such use and throughout the term of this Agreement. Upon District's request, Church shall provide District with copies of all licenses which Church may require in order for District to

verify that Church is in compliance with the requirements of this section.

(d) Church shall, ensure that all construction related activities on Adjacent Property including the "tie in" to Access Road be coordinated with the District and that all planning and construction activities affecting District property be properly reviewed with and approved by the District.

(e) Church shall, provide parking for occasional School activities as described in Section 2.

(f) Church shall, provide occasional river and/or nature area access for School activities and lessons as described in Section 2.

(g) Church shall not, operate a Pre K-12 school in any form on Adjacent Property and therefore may not use License Access for such purposes.

(h) Church shall not, use License Area for purposes of construction access or for construction related traffic for the construction of the new church or any future renovations, additions or modifications to the Adjacent Property. A temporary construction access road or alternative access point shall be utilized for any such activities.

Section 7. Repairs and Maintenance.

(a) Church shall be responsible for all costs and shall perform, or cause to be performed, the following improvements and repairs to the Property ("Repairs") as necessary to serve or access the Adjacent Property:

(i) Any required signaling, signage or other improvements required by the County of Sacramento or any other entity required to grant approval or permits for the development of the church. ; and

(ii) any and all required fencing or gate improvements necessary to serve the Adjacent Property; and

(iii) any required permitting or inspections relating to the foregoing Repairs;

(b) During the Initial Term and any Renewal Term, District shall provide for maintenance and repairs to the License Area, including all fencing, road repair, infrastructure and all landscaping for the related Property. Church agrees to share fifty percent (50%) of the reasonable costs of all such maintenance and repairs described in this Section 6(b), which shall be payable within sixty (60) days of presentment of an invoice from District detailing such maintenance and repairs. The maintenance and repairs described in this Section 6(b) are exclusive of the Repairs described in Section 6(a).

Section 8. Indemnification. Church accepts all responsibility for loss or damage to any person or entity, and to defend and hold harmless and release District, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses, including attorneys' fees and costs through trial and on appeal, that may be asserted by any person or entity, arising out of this Agreement and/or in connection with the tortuous acts, errors, or omissions of Church, its officers, agents, employees, participants, volunteers, and invitees, whether or not there is concurrent passive or active negligence on the part of District, but excluding liability due to the sole negligence or willful misconduct of District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Church or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. Church shall also be liable to District for any loss or damage to District's property (including, without limitation, the Property) arising from or in connection with Church's performance and activities under this Agreement. The foregoing indemnification obligations shall survive the expiration or earlier termination of this Agreement. In the event that the School is accessing the Church property for parking or for any events (i.e. river and/or nature access) the District will provide Church with the same indemnification required of the Church for such activities.

In the event of the School accessing the Church property for purposes of parking or for any other events allowed in this Agreement (i.e. river and/or nature access) District accepts all responsibility for loss or damage to any person or entity, and to defend and hold harmless and release Church, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses, including attorneys' fees and costs through trial and on appeal, that may be asserted by any person or entity, arising out of this Agreement and/or in connection with the tortuous acts, errors, or omissions of District, its officers, agents, employees, participants, volunteers, and invitees, whether or not there is concurrent passive or active negligence on the part of Church, but excluding liability due to the sole negligence or willful misconduct of Church. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for District or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. District shall also be liable to Church for any loss or damage to Church's property (including, without limitation, the Property) arising from or in connection with District's performance and activities under this Agreement. The foregoing indemnification obligations shall survive the expiration or earlier termination of this Agreement.

Section 9. Insurance. Church shall provide District with a certificate of insurance designating District as "additional insured" for the Initial Term and each Renewal Term of this Agreement for all incidents occurring on the Property in connection with or relating to Access. The minimum insurance coverage limits shall be as follows: (1) bodily injury, \$1,000,000 per incident; (2) property damage, \$1,000,000 per incident; (3) automobile \$1,000,000 per incident; and (4) general liability aggregate, \$2,000,000. Each insurance carrier must be acceptable to District. In the event that the School is accessing the Church property for parking or for any events (i.e. river and/or nature access) the District will provide the Church with a certificate of insurance at the same levels required of the Church.

Section 10. Notices. All notices given by either Party to the other Party under this Agreement shall be in writing and either delivered in person or by mail to the following respective address:

Address of each Party for purpose of Notice:

Church:

Rancho Murieta Community Church
Attention: Ron Mitchell, Pastor
P. O. Box 552
Rancho Murieta, CA 95683

District:

Elk Grove Unified School District
Attention: Associate Superintendent of
Facilities and Planning
9510 Elk Grove Florin Rd.
Elk Grove, CA 95624

Section 11. Assignment; Delegation. Church shall not assign or transfer any of its rights, burdens, duties or obligations under this Agreement, nor shall Church be permitted to delegate its performance obligations, without the prior written consent of District.

Section 12. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in Superior Court of the State of California for Sacramento County.

Section 13. Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter dealt with in this Agreement and all understandings, oral or written, with respect to the subject matter of this Agreement are hereby superseded.

Section 14. Future Assurances. Each Party shall cooperate and take such actions as may reasonably be required by the other Party in order to carry out the provisions of this Agreement and the transactions contemplated by this Agreement.

Section 15. Waiver. The failure by either Party to enforce any term or provision of this Agreement shall not constitute a waiver of that term or provision, or any other term or provision. No waiver by either Party of any term or provision of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided in writing.

Section 16. Severability. In the event any clause, sentence, term or provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, the remaining portions of this Agreement shall nonetheless remain in full force and effect.

Section 17. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one instrument. Any executed counterpart may be delivered by facsimile transmission with the same effect as if an originally executed counterpart had been delivered.

Section 18. Amendments. This Agreement may be amended only by a writing signed by each of the Parties hereto.

Section 19. Binding Agreement. All terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by, the respective permitted assigns and successors of the Parties.

Section 20. Incorporation of Exhibits. All exhibits attached hereto are incorporated herein by reference.

Section 21. Board Approval. This Agreement confers no legal rights until it is approved by District's Governing Board at a lawfully conducted public meeting.

Section 22. Warranty of Authority. Each person below warrants and guarantees that s/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement effective as of the Effective Date.

ELK GROVE UNIFIED SCHOOL DISTRICT

By: _____
Robert Pierce, Associate Superintendent
of Facilities and Planning

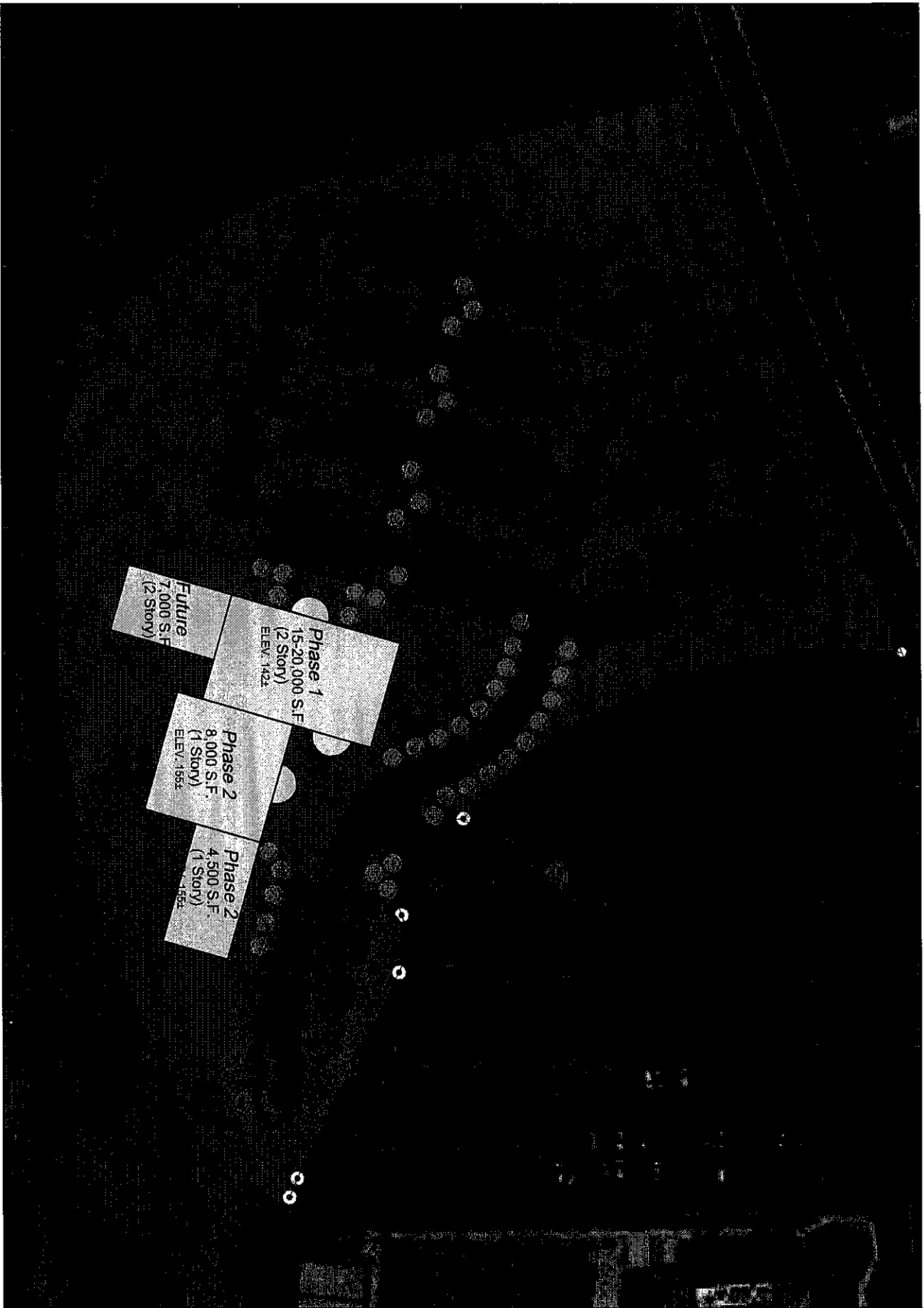
RANCHO MURIETA COMMUNITY CHURCH

By: _____
Its: _____

EXHIBIT A

PROPOSED SITE PLAN OF DEVELOPED LICENSE AREA

ATTACHED



DATE: 03/24/13

Rancho Murieta Community Church
Jackson Highway
Rancho Murieta, CA
(900) 555-9000

PROJECT NO. 13-001

DATE: 03/24/13



RICKY LEE YOUNT
ARCHITECTURE AND PLANNING
8884 MC PINE AVENUE
SAN DIEGO, CA 92128
TELEPHONE 619-598-0432



EXHIBIT B
DIAGRAM OF LICENSE AREA
ATTACHED

JOB NO.
08-016
DATE
2/6/09

SOUTHERLY BOUNDARY
OF STATE HIGHWAY 16
PER D.O.T. DISTRICT 3
R.O.W. MAP DWG. R-35320.18

JACKSON ROAD

HWY 16

POINT OF COMMENCEMENT
(SECTION CORNER)

36/37
1/6

$\Delta 85^{\circ}40'04''$
CHN431955E
C=77.51
L=85.23
R=57.00'

TIE
N74°21'41"E
N74°21'32"E

584.87
584.98 RECORD

$\Delta 35^{\circ}30'44''$
CHN283607W
C=30.50
L=30.99
R=50.00'

POINT PER D.O.T. DISTRICT 3
R.O.W. MAP DWG. R-35320.18
NORTH 302399.131
EAST 2241140.093

N86°09'51"E

104.50
 $\Delta 90^{\circ}46'43''$
CHS452321W
C=35.59
L=39.01
R=25.00'

ROAD ACCESS
EASEMENT
118 ACRES

$\Delta 95^{\circ}18'37''$
CHN371833E
C=98.33
L=10.94
R=66.00'

$\Delta 66^{\circ}22'38''$
CHS224100W
C=131.56
L=141.34
R=122.00'

$\Delta 67^{\circ}36'16''$
CHN305906E
C=55.63
L=59.00
R=50.00'

N57°43'42"E
55.00'

503'48'36"W
7.31'

NEW SCHOOL

APN: 126-0090-033

187'10.58'E
2.50'

$\Delta 134^{\circ}55'20''$
CHN701645W
C=96.98
L=123.63
R=52.50'

APN: 126-0090-033

BASIS OF BEARINGS:
CALIFORNIA COORDINATE SYSTEM
ONE 2 ALL DISTANCES ARE
ROUND DISTANCES. DIVIDE BY
20004 TO OBTAIN GRID DISTANCES.

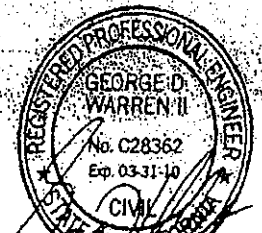
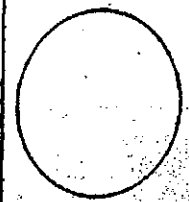


EXHIBIT B ROAD ACCESS

WARREN LAND SURVEYING, INC.

160 Elise Irvine Road, Ste. C
Palmdale, CA 93550
916-985-1870

ELK GROVE UNIFIED SCHOOL DISTRICT. SLOUGHHOUSE SACRAMENTO CO., CALIFORNIA



SCALE
1"=100'

EXHIBIT C

DAILY TRAFFIC PATTERNS AND SERVICES FOR CHURCH FACILITY

ATTACHED

EXHIBIT C

Ordinary and daily traffic patterns for Rancho Murieta Community Church

Monday – Friday: office and pastoral staff (presently 6 total) arrives around 8:00 am.

Monday evenings: host various community groups (i.e. Relay For Life Committee; Bereavement Support Group; etc.) Groups usually meet at 7:00 pm and range in number from 10 to 20.

Tuesday evening: Senior High Student Ministries. Average 25 – 35 students with many of them being dropped off and picked up by parents.

Wednesday Morning: 8:30 am prayer group meets (total varies from 12 to 20).

10:00 am Women's Community Bible Study (45 – 60 attend).

Wednesday Evening: Junior High Student Ministries. Average 30-40.

Thursday Evening: Seasonal Men's Gatherings. 7:00 pm with an average of approximately 15.

Sundays: Worship Services at 8:30 and 10:45 am with an attendance varying between 275 and 325.

Non-recurring events/services: These events/services are intended to be exceptions for events like weddings, Christmas Eve, December Evenings (typically a 3 evening community Christmas celebration), memorial services, etc. These will be coordinated with the School Principal to ensure they will not impact school operations or special events.

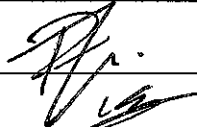

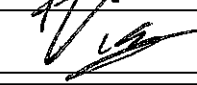
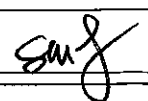
Board Agenda Item

Subject: _____ **Division:** Facilities and Planning
**Pleasant Grove High School, Greenhouse
Acceptance and Notice of Completion**

Action Requested:
The Board of Education is asked to (1) accept the construction of Pleasant Grove High School, Greenhouse, and (2) authorize the filing of the Notice of Completion.

Discussion:
On November 5, 2013, the Board of Education awarded a contract to Division 5-15, Inc., for the Pleasant Grove High School, Greenhouse 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 Tavora  **Division Approval:** Robert Pierce 
Prepared By: Lee Leavelle  **Superintendent Approval:** Steven M. Ladd, Ed.D. 

Board Agenda Item

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

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


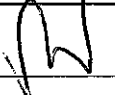

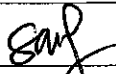
Discussion:
This project includes installation of new decorative metal fencing and gates, painting, and in-fill panels at two (2) locations that will allow safe access for students to building D, while providing a secure perimeter.

The Administration received and opened _____ () bids for the 2014 Fencing at Laguna Creek High School project on June 24, 2014, at 10:00 a.m. See Attachment A for a tabulation of bids. _____ submitted the lowest base bid.

The Administration recommends the award of contract to _____ for the base bid of \$ _____ .00.

Attachment to follow when amount is determined

Financial Summary:
Funded with Capital Facility Funds.

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

Board Agenda Item

Subject:

Department: Technology Services

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

Action Requested:

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

Discussion:

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

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

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

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

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

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

Financial Summary:

The Administration has negotiated a Guaranteed Maximum Price (GMP) of \$330,000.00 with the vendors to perform the work at the 9 sites and will use the board approved Common Core State funds.

Prepared By: Steve Mate Division Approval: _____
 Prepared By: _____ Superintendent Approval: Steven M. Ladd

S.M.L.