

AGENDA
ELK GROVE UNIFIED SCHOOL DISTRICT
Regular Meeting of the Board of Education
Board Room, Education Center
9510 Elk Grove-Florin Road
Elk Grove, CA 95624
September 2, 2014
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 on video and audio. Videos are available on the Elk Grove District's You Tube channel at <http://www.youtube.com/user/Elk Grove Unified>.

CLOSED SESSION – 5:00 p.m.

1. Government Code Section 54957.6
Conference with Labor Negotiators
Agency designated representatives: Brandon Krueger, Richard Fagan, Steven M. Ladd, Karen Rezendes
Employee Organization: All Elk Grove Unified School District Bargaining Units and Unrepresented Employees
2. Government Code Section 54958
Public Employee Appointment/Employment: Elementary School Vice Principal, Consultant for Police Services, Superintendent

OPEN MEETING - 6:00 p.m.

- | | |
|--|------------|
| I. Pledge of Allegiance | 5 Minutes |
| II. Presentations/Recognitions | |
| 3. High School Student Representative Reports – Cosumnes Oaks and Pleasant Grove | 10 Minutes |
| 4. 2014 Sacramento County Fair and California State Fair Winners | 10 Minutes |
| III. Student Expulsion Recommendations - None | |
| IV. LCAP | |
| V. Budget Update | |
| VI. Public Comment | |

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<u>Item</u>	<u>Time – Approximate</u>
VII. Bargaining Units	
VIII. Reports	
5. The Community of Elk Grove’s Designation as a Ford Next Generation Learning Affiliate-Track Community	15 Minutes
IX. Public Hearing/Action Items	
6. Education Code Section 17556, et seq.: Consideration of Resolution to Convey Various Easements to Tokay Park Water Company	5 Minutes
7. Consideration and Public Notice of Elk Grove Unified School District’s (EGUSD) Initial Proposal to ATU Regarding Collective Bargaining for the 2014-2015 School Year	5 Minutes
8. Consideration and Public Notice of Elk Grove Unified School District’s (EGUSD) Initial Proposal to PSWA Regarding Collective Bargaining for the 2014-2015 School Year	5 Minutes
X. Discussion Items	
XI. Discussion/Action Items	
9. Board Bylaw 9270, Conflict of Interest Including Review of Conflict of Interest Code and List of Designated Positions	5 Minutes
XII. Action Items	
10. The Sacramento Municipal Utility District (SMUD) Proposition 39 Support Services Memorandum of Understanding (MOU)	5 Minutes
11. Pupil Textbooks and Instructional Materials	5 Minutes
12. Elk Grove Unified School District’s Annual Service Plan for Special Education	5 Minutes
13. Constitution Day Resolution	5 Minutes
14. Hispanic Heritage Month Resolution	5 Minutes
XIII. Board Member and Superintendent Reports	
XIV. Consent Agenda – Action	
15. Approval of Minutes	
16. Personnel Actions	
17. Variable Term Waiver	
18. Approval of Purchase Order History	

AGENDA
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Item Time – Approximate

XIV. Consent Agenda – Action (Continued)

- 19. Investment Report – 2014 Second Quarter
- 20. Ratification of Contracts
- 21. Ratification of Non Public School/Non Public Agency (NPS/NPA) Contracts
- 22. Acceptance of Gifts
- 23. Disposal of Obsolete/Surplus Property
- 24. Agricultural Career Technical Education Incentive Grant Funding Application for Program Year 2014-2015
- 25. Out-of-State Field Trip Approval
- 26. Classroom Modification at Sierra Enterprise Elementary School, Amendment #1 to Lease-Leaseback (LLB) Contract with Bobo Construction, Inc.
- 27. Classroom Modifications at Sierra Enterprise Elementary School, Acceptance and Notice of Completion
- 28. Franklin Elementary School Portables 2014 Relocatable Building Installation, Change Order No. 1
- 29. New Dillard Elementary School, Increments 2A and 2B

XV. Other Action Items

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

XVI. Information Items

- 31. Other Items from the Floor 5 Minutes
- 32. 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.

Board Agenda Item

Subject:

Division: Secondary Education

2014 Sacramento County Fair and California State Fair Winners

Action Requested:

The Board of Education is asked to recognize the Elk Grove Unified School District Agricultural students who received awards in their respective categories at the 2014 Sacramento County and California State Fair.

Discussion:

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

Financial Summary:

N/A

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

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

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 5

Board Agenda Item

Supplement No. _____

Meeting Date: September 2, 2014

Subject:

Division: Secondary Education

The community of Elk Grove's designation as a Ford Next Generation Learning Affiliate-Track Community

Action Requested:

The Board of Education is asked receive information regarding the community of Elk Grove's designation as a Ford Next Generation Learning Affiliate-Track Community

Discussion:

The Ford Motor Company Fund has named the community of Elk Grove as a Ford Next Generation Learning (Ford NGL) Affiliate-Track Community, the first step in recognizing the efforts of the Elk Grove Unified School District and the broader community to redesign high school learning.

Ford NGL works with numerous communities and school districts around the country on the transformation of high school learning. Recognition by Ford NGL aligns with EGUSD's status as one of 20 public educational agencies designated by California as a Linked Learning Pilot Project and one of 39 recipients of the California Career Pathway Trust (CCPT) grant. Ford NGL, Linked Learning and the CCPT all promote efforts to prepare all students for college and career success using career academy and pathway programs as a key strategy.

EGUSD Superintendent Steven Ladd introduced Ford NGL to the district in 2007. EGUSD was named as the Northern California hub for Ford NGL-related professional development in 2008 and has provided training for several hundred teachers in curriculum and strategies for project-based learning and design thinking. Dr. Ladd is a member of the Ford NGL National Council and is the chair of Ford NGL's new Superintendent's Council.

EGUSD will be designated as a Ford Next Generation Learning Community upon the completion and implementation of a community master plan to transform high school learning. EGUSD initiated the master planning process in January 2014 and plans to submit the final plan to Ford NGL in December followed by a designation ceremony in January 2015.

A key to this designation by Ford NGL is Elk Grove's commitment to align community resources to support the growth and sustaining of career pathways, including academies, with the vision that every interested high school student will have access to participation. Ford NGL is nationally recognized for its unique approach to meaningfully engaging key community stakeholders representing K-12, employers, post-secondary, and community-based organizations in the development of a long-term plan to transform high school education. At its core is a framework that provides successful practices for a community to use as it develops and implements the plan in order to ensure that career pathways and academies are prioritized to support workforce and economic development needs for the community.

Financial Summary:

While there are no direct financial implications to the designation as a Ford NGL Learning Community, EGUSD has used some of the \$80,000 Linked Learning grant it received from CDE to support the master planning process.

Prepared By: Kathy Hamilton

Division Approval: Christina Penna

Prepared By: _____

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



Elk Grove: A Ford Next Generation Learning Community

Kathy Hamilton
Director, College and Career Options
September 2, 2014

Ford Next Generation Learning (NGL)

Resources, strategies and tools for:

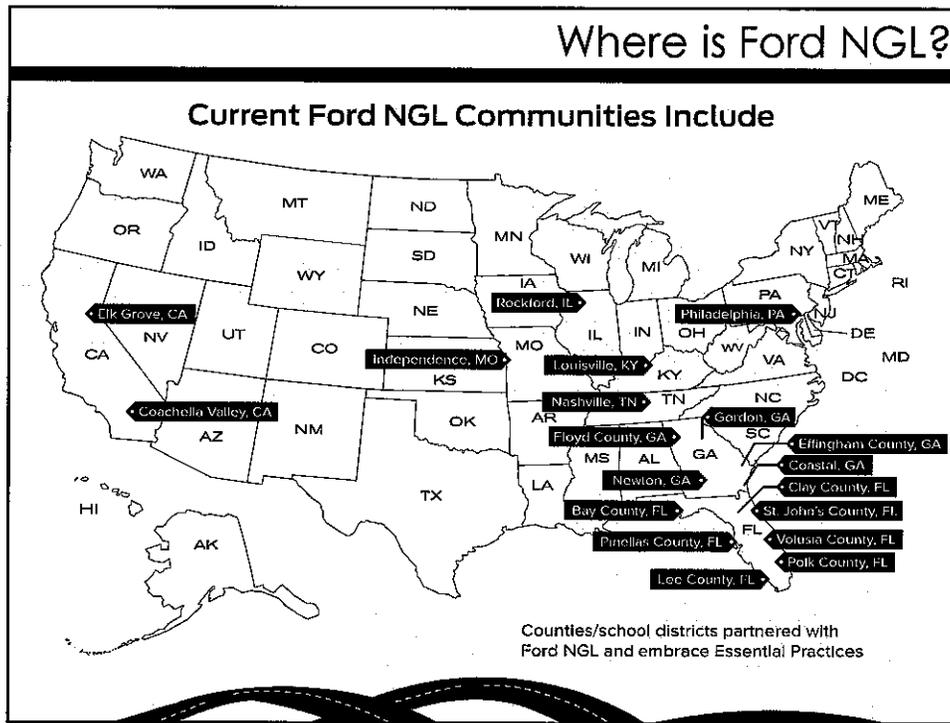
- Addressing the challenges of preparing young people for college and career success.
- Promoting community transformation and economic growth through relevant education that is aligned with regional workforce needs
- Involving teachers, students, parents and the community in this transformational work

Ford NGL Goals

- Improve students' academic performance, mastery of 21st-century skills, motivation to succeed, and commitment to lifelong learning
 - Increase students' understanding of postsecondary and career opportunities
 - Develop educators' capacity to use real-world curricula and teaching strategies, integrate academic and career technical education (CTE), collaborate with colleagues, and engage business and community partners
- 

Ford NGL and Elk Grove Unified School District

- Elk Grove: Affiliated Ford Next Generation Learning Community
 - Recognizing the efforts of EGUSD and the broader community to redesign high school learning.
 - One of 19 Ford NGL communities in the nation...
 - One of 20 California Linked Learning projects and 39 California Career Pathway Trust (CCPT) awardees
 - 6 years of collaboration between EGUSD and Ford NGL
 - NorCal hub for Ford NGL professional development
- 



Ford NGL and Linked Learning

CCPT and Ford NGL recognize Linked Learning as a research-proven approach to college- and career-readiness

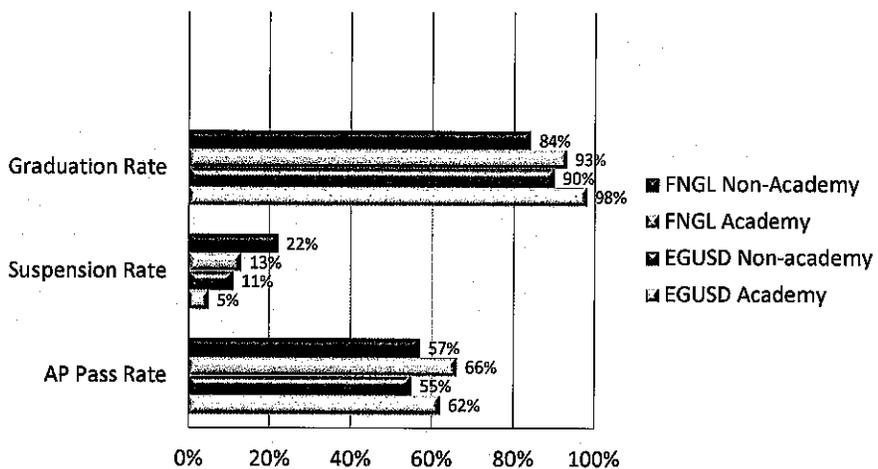
The diagram is a circular graphic with the title "Quality Components of Linked Learning" at the top. It features two overlapping circles in the center. The left circle is labeled "Programs of Study" and the right circle is labeled "Student Support". The text "Leadership and 21st Century Skills" is positioned between the two circles. The outer ring of the diagram contains the words "Programs of Study" on the right and "Leadership and 21st Century Skills" on the left.

Transformation of the U.S. Workforce

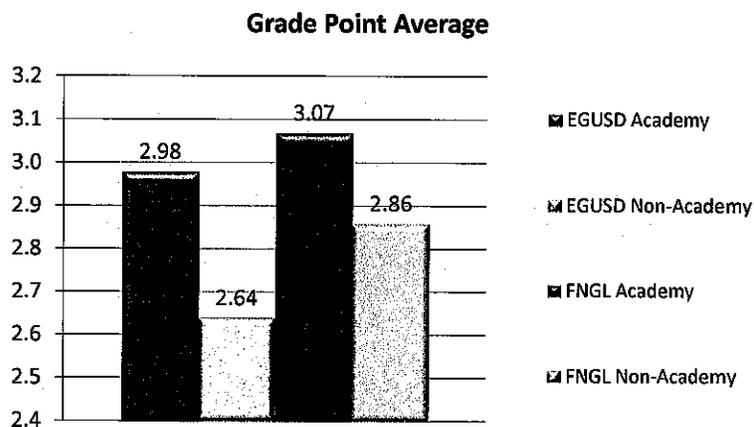
- U.S lags in educational attainment:
 - 10th in postsecondary degree obtainment of 31 nations
 - 13th in high school graduation of 35 nations
 - Only 40% of adults have an AA or better
- Personal economic prosperity linked to level of postsecondary education
- Economy needs workers with various levels of postsecondary education...not just BA+
- Rising demand for Employability and STEM skills
- Baby boomer retirements loom on the horizon

Linked Learning and Student Outcomes

EGUSD (12-13) and Selected Ford NGL Districts (10-11)



Linked Learning and Student Outcomes



NGL Community Master Plan

Dovetails with EGUSD's on-going Linked Learning work:

- Guided by ConnectEd Linked Learning Framework and Ford NGL community engagement model
- Over 100 community stakeholders are participating in the writing and implementation of:
 - Graduate Profile...the vision
 - Needs and Capacity Assessment
 - Identification of Desired Outcomes
 - Development of Tactical Plans

Implementation of Community Master Plan

Desired outcomes include:

- Development of Graduate Profile
- K-12 career exploration program
- Increased enrollment in career pathway programs
- Equitable access for all students to a pathway program of their choice
- Increased opportunities for students to earn college credits
- Professional development about real-world, problem-based learning
- Strong relationships with post-secondary and business partners

Next Steps



FORD
NEXT GENERATION
LEARNING 
Elk Grove, California

- Community Stakeholder review of Master Plan: September 2014
- Presentation of Graduate Profile to Board: November 2014
- Presentation of Master Plan to Board: December 2014
- Presentation of Master Plan to Ford NGL: December 2014
- Designation as an affiliated Ford Next Generation Learning Community: February 2015
- Continued Implementation of Plan
- Annual Community Stakeholder retreats to review progress and adjust tactics

Board Agenda Item

Subject: _____ **Division:** Facilities and Planning
Education Code section 17556, et seq.: Consideration of Resolution to Convey Various Easements to the Tokay Park Water Company.

Action Requested:
The Board of Education is asked to (1) Open a public hearing and receive comments on the conveying of easements; (2) Close the public hearing; and if no comments are received, (3) adopt Resolution # 9, 2014-15 Conveying Various Easements to the Tokay Park Water Company.

Discussion:
The Tokay Park Water Company has requested that the District convey a Well and Pipeline Easement, a Fifty-foot Radius Control Zone Easement, and a Temporary Construction Easement at Samuel Kennedy Elementary School, as described in the Agreement for Acquisition of Easement with Exhibits (Attached).
These easements will allow the installation of a new potable water production well which will serve the community. Tokay Water Company will pay the District \$4,700.00, based on a mutually agreed upon appraisal, and reimburse up to \$5,000.00 of District's legal expenses related to the easements.
As prescribed by law this resolution has been published and posted. The Resolution Conveying Permanent Easements must be adopted by a 2/3 vote by the Board.

Financial Summary:
Not applicable.

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

File: _____

serve the neighboring community; and

WHEREAS, District and the Company have mutually agreed on an appraised value of \$4,700.00 (four thousand, seven hundred dollars) for the easements and Company will pay that amount to the District; and

WHEREAS, the Company will reimburse the District up to \$5,000.00 (five thousand dollars) for District's legal expenses related to the easements; and

WHEREAS, the Board of Education adopted a Resolution of Intention to Convey such permanent easements as Resolution No. _____ on August 19, 2014; and

WHEREAS, notice was duly posted and published for a public hearing at the Board meeting on September 2, 2014 at the hour of 6:00 p.m., or as soon thereafter as the matter may be heard, and

WHEREAS, a public hearing was held on September 2, 2014, at which time no comments were heard, nor has a petition been submitted protesting the proposed easements signed by at least ten percent (10%) of the qualified electors of the District.

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

* * Balance of this page left blank intentionally * *

PASSED AND ADOPTED by the Elk Grove Unified School District Board of
Education on this 2nd day of September, 2014, by the following two-thirds vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTEST:

Clerk
Board of Education
Elk Grove Unified School District

Attachment
Agreement for Acquisition of Easements

Project: Tokay Park Water Company - New Potable Water Production Well
Parcel No.: 043-0011-001
Escrow #: _____
Title Company: _____
Date of Preliminary Title Report: _____

Grantor: Elk Grove Unified School District

Grantee: Tokay Park Water Company, a Non-Profit Mutual Water Company

AGREEMENT FOR ACQUISITION OF EASEMENTS

WHEREAS, the above-named Grantor (hereafter referred to as the "District") owns the real property designated as APN 043-0011-001, in the City of Sacramento, Sacramento County, California, upon which Samuel Kennedy Elementary School is located (hereafter referred to as the "Property") and described in the easement deeds relating to the Property attached hereto as Exhibits "A", "B", and "C" (each, an "Easement Deed" and collectively, the "Easement Deeds"); and

WHEREAS, District desires to convey and the Tokay Park Water Company (hereafter referred to as the "Company") desires to acquire easements in the Property (hereafter referred to as the "Easements") as described in the Easement Deeds, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the rights and obligations set forth below, District and Company mutually agree as follows:

1. Execution and Delivery of Agreement and Easement Deeds. Company shall open an escrow with the title company identified above (hereafter referred to as the "Escrow Holder"). As a condition precedent to this Agreement, Company shall provide to District any required permits from the State Water Resources Control Board with respect to its appropriation of water under the Easements, or warrant that no such permits are required. Upon execution of this Agreement by both parties, District shall execute and deliver the Easement Deeds to the Escrow Holder.

2. Compensation. District is conveying the Easements to Company for value as follows:

(a) Market value of the portion of the District property to be acquired in a permanent well and pipeline easement, a permanent 50-foot radius control zone easement, and a temporary construction easement, of \$4,700.00 (four thousand, seven hundred dollars), as established by a mutually agreed upon property appraisal; and

(b) Up to \$5,000.00 (five thousand dollars) for District's legal costs.

3. Escrow. Unless extended by the mutual agreement of both parties, the escrow shall close thirty (30) days after execution of this Agreement by both parties. The close of escrow is further conditioned on the Easements being conveyed to Company free and clear of all rights, restrictions, easements, impediments, encumbrances, liens, assessments or other security interests of any kind, except: (a) covenants, conditions, restrictions and reservations of record specifically identified on Exhibit "D" attached hereto, if any; and (b) easements or rights-of-way for public roads or public utilities, if any.

Upon the close of escrow, the Escrow Holder shall record the Easement Deeds in the Recorder's Office for Sacramento County. Title to the Easements shall pass to Company immediately upon close of escrow, as described above.

This Agreement may serve in whole or in part as escrow instructions. The issuance of any further escrow instructions shall be the sole responsibility of the Company. District agrees to execute such additional documents as may be reasonably necessary to consummate the conveyance herein contemplated.

4. Title Insurance. Company may obtain a CLTA extended coverage owner's policy of title insurance insuring that clear title to the Easements is vested in Company upon recording of the Easement Deeds.

5. Fees. The Company shall pay all escrow, recording and title insurance fees incurred in this transaction.

6. Possession and Use of the Easements; Improvements; Utilities; Access.

(a) Company shall have the right, at its sole cost and expense, to construct and install Company's water well improvements ("Improvements") on the easement areas shown in the Easement Deeds ("Easement Area") as are necessary to operate the water well. Company shall have the right to alter, replace, expand, enhance and upgrade Company's improvements during the term of the Easements, provided, however, that no expansion of the Easement Area is contemplated under this Section 6(a) without the prior written consent of District. All of Company's construction and installation work shall be performed in a good and workmanlike manner. Company shall cause all construction and installation work to occur lien-free and in compliance with all applicable laws and ordinances, and shall promptly discharge or bond any mechanic's lien or stop notice filed or recorded against the Property, including, but not limited to, the Easement Area. Company agrees that its construction and installation activities shall not unreasonably interfere with District's programs or activities on the Property or jeopardize the safety or health of students, employees, agents, invitees or licensees of District. Furthermore, the location, color, design, materials and height of any buildings, facilities or structures which Company wishes to construct or install or modify on the Easement Area shall first be subject to District's reasonable approval.

(b) Subject to District's approval of the location, color, design, materials and height, which will not be unreasonably withheld, Company, at its sole cost

and expense, shall construct a fence or other appropriate means of restricting access to Company's Improvements, provided, however, that District shall be provided with an access key to Company's Improvements for use in the case of emergencies or as necessary to protect the Property.

(c) Company shall, at Company's sole cost and expense, keep and maintain Company's Improvements now or hereafter located on or about the Easement Area in good order and repair throughout the term of this Easements and shall police and secure the Easement Area and Improvements on a regular basis. In addition, Company shall provide a lockable lid covering the water well opening(s), which Company shall keep secured at all times.

(d) Company shall ensure that all of Company's construction and installation activities and any of the Improvements and equipment which are now or hereafter located on or about the Easement Area shall not emit noise in excess of fifty (50) decibels (dB), measured from the nearest District building or facility located on the Property to the Easement Area, unless such construction activities occur when school is not in session. [Notwithstanding the foregoing, the Company has commenced construction of certain facilities pursuant to the Temporary Construction Easement, for 204 days after the date of this Agreement, and the Company may complete those construction activities necessary to put the water well in service without regard to this noise limitation, provided that such construction activities occur in accordance with all other laws, ordinances, permits, or mitigation measures regarding construction-related noise.]

(e) Company acknowledges and agrees that any pumps used in conjunction with the water well shall only be operated using electric motors. Company further acknowledges and agrees that Company is prohibited from using any pumps or electric generators that operate with or use diesel or other petroleum fuels.

(f) District has no obligation to furnish any public utilities or other services to the Easement Area. Company shall have the right to install necessary public utilities, at Company's sole cost and expense. District agrees to use reasonable efforts in assisting Company to acquire necessary public utility service. If Company elects to install such public utilities, Company at its sole cost shall install separate meters for utilities used on the Easement Area by Company. District shall not be held liable for any variation, interruption or failure of such utilities.

(g) Company shall bear sole responsibility and assume the entire costs for the maintenance, repair or replacement of any trees, shrubbery, or other plantings, fences, walls, roads, utilities, buildings, facilities, irrigation or drainage systems or other underground pipes or related appurtenances thereto, or structures located anywhere on the Property that are injured, damaged, displaced or destroyed at any time by the Company's use of the Easement Area and/or the construction and/or installation of the Improvements thereon. Company shall promptly perform such maintenance, repair and replacement to the reasonable satisfaction of District, or, if required by District, Company shall pay District an amount, as reasonably determined by District, sufficient

to compensate for the loss sustained by District as a result of such injury, damage, displacement or destruction.

(h) Except as specifically set forth herein, the Company shall have 24-hours-a-day, 7-days-a-week access to the Easement Area by way of the access road described in the Easement Deeds ("Access Road"). Company hereby acknowledges and agrees that the Access Road shall be the sole means of the Company's ingress and egress access to the Easement Area and, except for such alternative access that is currently being used pursuant to the Temporary Construction Easement, which such access shall terminate upon completion of current construction activities under the Temporary Construction Easement. Subsequent to the completion of current construction activities under the Temporary Construction Easement, the Company shall not access the Easement Area by entering onto or passing over any other portion of the Property without the prior written consent of District. The Company's use of the Access Road shall be non-exclusive except to the extent that no conflicting utilities may be placed within the Easement Area. Any other parties' use of such Access Road for ingress and egress or non-conflicting utility purposes shall not be deemed a violation or infringement of Company's rights hereunder.

(i) Company shall provide a proposed work schedule for District's approval for any construction or installation work during the term of the Easements that requires the use of heavy equipment. Company shall use reasonable efforts to notify District when any of the Company's employees or contractors will be entering the Easement Area or Property to construct or install the Improvements. Notwithstanding the foregoing, in the event of an emergency, the Company shall have access to the Easement Area twenty-four (24) hours a day, seven (7) days a week, without District's prior notice, however, Company shall notify District as soon as reasonably possible. All such Access shall be conducted so as not to cause any unreasonable disruption on the Property.

(j) Company shall, at Company's sole cost and expense, comply with all applicable state, local and federal safety laws, rules, regulations, and orders in the operation, construction and/or installation of the Improvements. If any license, permit, or other governmental authorization is required for the operation, construction and/or installation of the Improvements, Company shall procure and maintain at its sole cost and expense any such license, permit or other governmental authorization prior to the commencement of any construction or installation activities in the Easement Area.

7. Eminent Domain. It is mutually understood that the acquisition of the Easements by Company is for a public purpose, and therefore, the Easements are otherwise subject to taking by the power of eminent domain.

8. Amendment. This agreement may be modified, changed, or rescinded only by an instrument in writing executed by the parties hereto.

9. No Leases. District warrants that there are no leases, except as disclosed on Exhibit "E" attached hereto, on all or any portion of the Property, and the District further agrees to hold the Company harmless and reimburse the Company for any of its losses and

expenses occasioned by reason of any lease of all or any portion of the Property, other than as disclosed on Exhibit "E."

10. District's Representations. District makes the following representations:

- A. District owns full legal title to the Property, and has full power and authority to convey all property rights described herein to Company.
- B. To the best of District's current knowledge, without any duty to investigate, there is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Property, or any portion thereof, or pending or threatened against District which could (1) affect District's title to the Property, or any portion thereof, or (2) subject an owner of the Easements, or any portion thereof, to liability.
- C. To the best of District's current knowledge, without any duty to investigate, there are no uncured notices which have been served upon District from any governmental agency notifying District of any violations of law, ordinance, rule or regulation which would affect the Easements or any portion thereof.
- D. District has no current knowledge, without any duty to investigate, of the production, storage, disposal, presence, observance or release of any substance, material, waste or other pollutant or contaminant that is or becomes designated, classified and/or regulated as hazardous or toxic under any federal, state or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted (hereafter referred to as "Hazardous Substances") in, upon, about or below the Property.
- E. To the best of District's current knowledge, without any duty to investigate, there are no notices or other information giving District reason to believe that any conditions existing on the Property or in the vicinity thereof subject or could subject an owner of the Easements to potential liabilities under any federal, state or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement that pertains to the regulation of Hazardous Substances and/or the protection of public health and safety or the environment, including, but not limited to, the ambient air, soil, soil vapor, groundwater, surface water or land use (hereafter referred to as "Environmental Laws").
- F. District has no current knowledge, without any duty to investigate, of any violation of any Environmental Laws arising out of District's ownership or use of the Property, nor of any legal, administrative or other action or proceeding, pending or threatened, affecting the Property and relating to environmental compliance.
- G. To the best of District's current knowledge, without any duty to investigate, there is no license, permit, option, right of first refusal or other agreement, written or oral, which affects the Easements or any portion thereof.

- H. To the best of District's current knowledge, without any duty to investigate, conveyance of the property rights described herein will not constitute a breach or default under any agreement to which District is bound and/or to which the Property is subject.

Each of the above representations is material and is relied upon by Company. Each of the above representations shall be deemed to have been made as of the date that the Easement Deeds are recorded, and shall survive the recording of the Easement Deeds by a period of one year following the date that the Easement Deeds are recorded. If, before the recording of the Easement Deeds, District discovers any information or facts that would materially change any of these representations, District shall immediately give notice to Company of such facts and information. If any of the foregoing representations cease to be true before the recording of the Easement Deeds, District shall be obligated to disclose the problem before the recording of the Easement Deeds.

11. Mutual Indemnification. District shall indemnify and hold harmless Company from and against all actions or claims against Company, its officers, agents, employees or volunteers, for any and all loss or expense, including reasonable attorneys' fees, sustained by Company by virtue of any injuries or damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this Agreement, except to the extent such actions or claims are the result of negligence or willful misconduct by the Company, its officers, agents or employees and except for actions or claims alleging a dangerous condition of Company property which arise out of the acts, negligence, or failure to act by the Company, its officers, agents or employees which are not created by a District employee or District invitee.

Company shall indemnify and hold harmless District from and against all actions or claims against District, its officers, agents, employees or volunteers for any and all loss or expense, including reasonable attorneys' fees, sustained by District by virtue of any injuries or damages to any person(s), firm or corporation or to any property arising out of the performance of this Agreement, except to the extent such actions or claims are the result of negligence or willful misconduct by the District, its officers, agents or employees and except for actions or claims alleging a dangerous condition of District property which arise out of the acts, negligence, or failure to act by the District, its officers, agents or employees which are not created by a Company employee or Company invitee.

The indemnification provisions contained in this Agreement include but are not limited to any violation of applicable law, ordinance, regulation or rule, including claims, losses, damages, charges or expenses caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.

Each party shall establish procedures to notify the other party, where appropriate, of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification section. The parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this Agreement. Nothing set forth

in this Agreement shall establish a standard of care for or create any legal rights for any person not a party to this Agreement.

The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement and the recording of the Easement Deed attached hereto.

12. Notices. Any notice that either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by regular U.S. Mail, to the following address:

To Company

Curtis Kirby, Operator/Manager
Tokay Park Water Company
PO Box 292146
Sacramento CA 95829-2146

To District

Robert Pierce, Associate Superintendent
Elk Grove Unified School District
9510 Elk Grove-Florin Road
Elk Grove CA 95624

13. Recording. Either party may record this Agreement in the Recorder's Office for Sacramento County.

14. Binding on Successors. This Agreement shall be binding on and shall inure to the benefit of the Company and District, and their respective successors, assigns, and their past, present and future officers, employees and agents; provided that this Agreement may only be assigned with the written consent of both parties, and any attempt to assign this Agreement without such consent shall be void.

15. Entire Agreement. The parties have herein set forth the whole of their Agreement. All prior oral discussions, representations, and/or agreements, if any, are specifically superseded by this Agreement, which is intended by the parties to contain all of the terms and conditions agreed to by them with regard to acquisition of the Easements by Company.

16. Authority. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity shall thereby be obligated to perform the terms of this Agreement. Each party shall provide evidence of such authorization if requested to do so by the other party.

17. Fingerprinting Requirements. Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the

Department of Justice (DOJ) before entering to determine that they have not been convicted of a serious or violent felony. If the District determines that more than limited contact with students will occur during the performance of any services by a Company contractor, the contractor will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to District.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

Elk Grove Unified School District,
a political subdivision of the State of California

By: _____

Print name: _____

Title: _____

Dated: _____

TOKAY PARK WATER COMPANY, a municipal corporation

By: _____

Print name: _____

Title: _____

Dated: _____

Exhibit "A"
Easement For 20-Foot Well And Pipeline

Following 4 pages

WHEN RECORDED RETURN TO:

**REAL ESTATE DIVISION
COUNTY OF SACRAMENTO
3711 Branch Center Road
Sacramento, CA 95827
Mail Code 63-002**

**No Fee Document - Per Government Code 27383
No Document Transfer Tax - Per R & T Code 11922**

Okay to Accept by

Signature & Date: _____

Print Name & Dept: _____

APN: _____

Project Name & Dept: _____

THIS SPACE FOR RECORDER'S USE ONLY

EASEMENT FOR 20-FOOT WELL AND PIPELINE

Elk Grove Unified School District

under terms of the Agreement For Acquisition of Easements, attached hereto as Exhibit "C", does hereby grant to the Tokay Park Water Company, a Non-Profit Mutual Water Company, (hereinafter referred to as "Company"), for the purpose of installation, construction, reconstruction, maintenance, repair, and operation of a potable water production well, and related appurtenances and work auxiliary thereto, a 20-Foot Well and Pipeline easement over that certain real property in the County of Sacramento, State of California, bounded and described as follows, to-wit:

SEE EXHIBITS "A" and "B" attached hereto and made a part hereof;

together with the perpetual right and privilege of flowing water in, through, and along said pipeline in such amounts and at such times as Company shall deem necessary, and the perpetual right of ingress to and egress from said property, for the purpose of exercising and performing all of the rights and privileges herein granted.

Warrant of Signature Authority. The Grantor warrants the signature appearing on this instrument of real property (i.e. Easement Deed, Grant Deed, Quit Claim Deed) has the legal and requisite signatory authority for the conveyance of Grantor's real property interest. Further, the Parties acknowledge and agree that this Grantee, which is a public entity, is relying on said Warrant of Signature Authority when accepting this real property instrument for recordation.

Dated this _____ day of _____, 20____

Elk Grove Unified School District

By: _____

**Robert Pierce
Associate Superintendent of Facilities & Planning**

RED File No. _____

LOG No. _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____) COUNTY OF _____) On _____ before me, _____, notary public, <small style="margin-left: 20px;">date</small> <small style="margin-left: 150px;">name of notary officer</small> personally appeared _____, <small style="margin-left: 150px;">name(s) of signer(s)</small> _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. _____ Signature of Notary	<p style="text-align: center;">-----OPTIONAL SECTION-----</p> <p>CAPACITY CLAIMED BY SIGNER</p> <p>Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.</p> <p><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER(S)</p> <hr/> <p style="text-align: center;">Title(s)</p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER: _____</p> <hr/> <hr/> <p>SIGNER IS REPRESENTING: Name of Person(s) or entity(ies)</p> <p>_____</p> <p>_____</p>
---	---

OPTIONAL SECTION:

TITLE OR TYPE OF DOCUMENT: _____

DATA REQUESTED HERE IS NOT REQUIRED BY LAW. NUMBER OF PAGES _____ DATE _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed, the provisions of which are incorporated by this reference as though fully set forth in this Certification, to the Tokay Park Water Company, a Non-Profit Mutual Water Company, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. _____ of the Board of Directors of said Company adopted on _____, 2014, and the Grantee consents to recordation thereof by its duly authorized officer.

 Director of Tokay Park Water Company

 Date

LOG No. _____

**Exhibit A
Legal Description
For 20 Foot Well and Pipeline Easement**

The Property described herein is located in Section 34, Township 8 North, Range 5 East, M.D.M. County of Sacramento, State of California, and is a portion of Samuel Kennedy Elementary School, Assessor Parcel Number 043-0011-002.

Said easement being described as follows:

Beginning at a Point on the Easterly line of aforesaid Parcel of Land said Point being the Southwest corner of that certain Parcel of Land Owned by Southgate Recreation District Park Assessor Parcel Number 043-0240-089; And being common to the Northwest corner of that certain Parcel of Land Recorded in Book 20130903 of Deeds at Page 0493 on file in the Office of the Recorder, County of California, State of California.

Thence from the Point of Beginning the following four (4) courses:

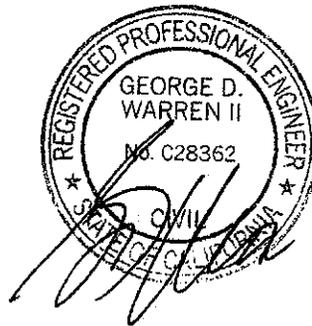
1. North 76°18'58" West 65.69 feet;
2. North 13°41'02" East 20.00 feet;
3. South 76°18'58" East 60.62 feet to the Easterly line of aforesaid Samuel Kennedy Elementary School;
4. Along said Easterly line South 00°31'40" East 20.00 feet to the Point of Beginning.

Containing: 120.00 square feet or 0.03 acres

End of Description

The basis of bearing for this description is identical to that certain Plat of Florin Glen filed in Book 115 of Maps at Page 8, on file in the Office of the Recorder, County of California, State of California.

Prepared by: Warren Land Surveying, Inc.
1117 Windfield Way, Ste. 110
El Dorado Hills, CA 95762



JOB NO.
14-068
DATE
5-29-14

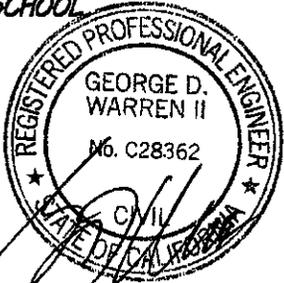
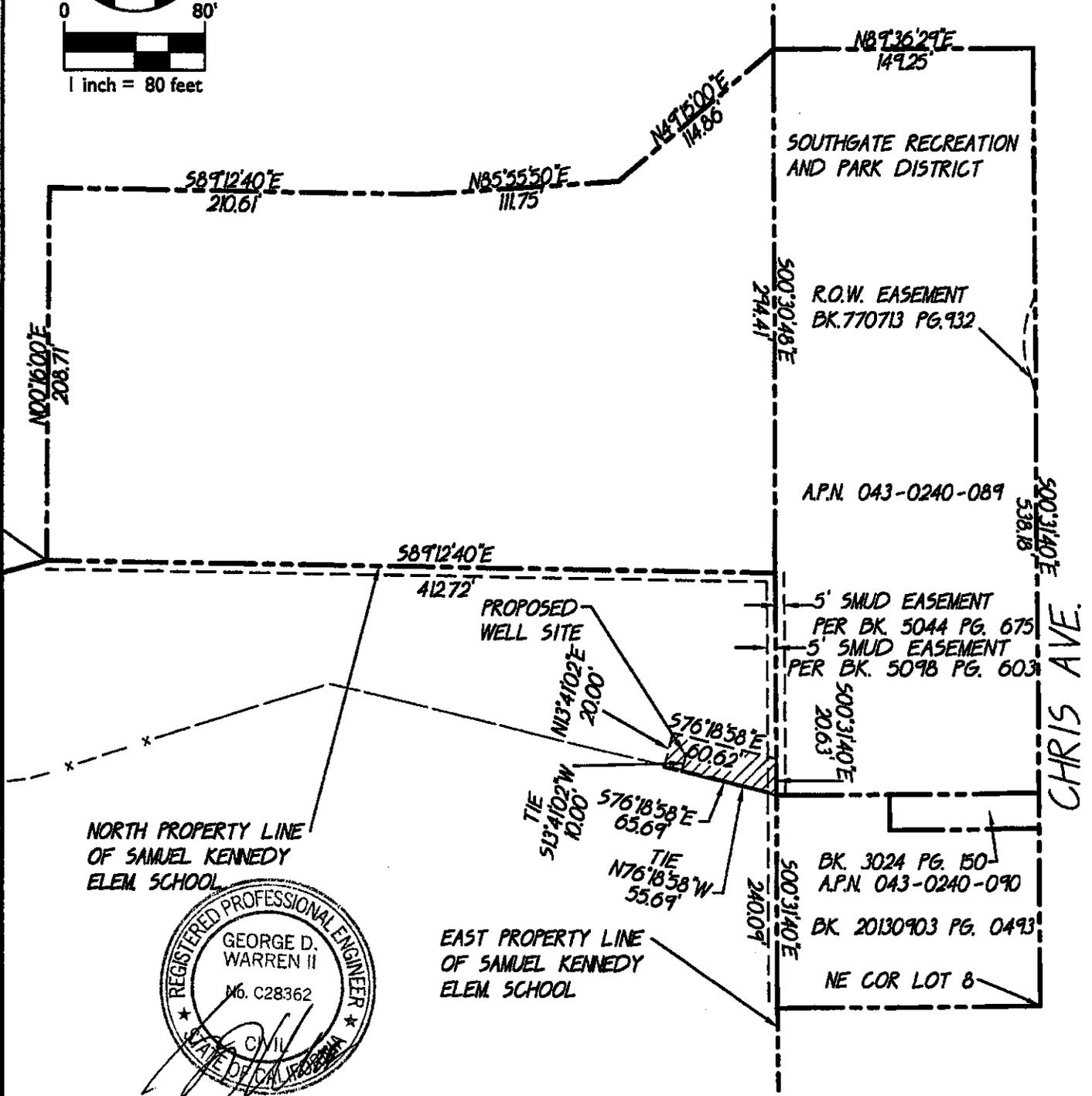
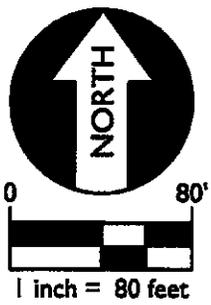


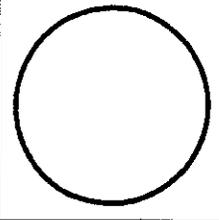
EXHIBIT "B"



WARREN LAND SURVEYING, INC.

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

20' WELL AND PIPELINE
EASEMENT AT
SAMUEL KENNEDY
ELEMENTARY SCHOOL



SCALE
AS NOTED

SACRAMENTO COUNTY

CALIFORNIA

Exhibit "B"
Easement For 50-Foot Radius Control Zone

Following 4 pages

WHEN RECORDED RETURN TO:

**REAL ESTATE DIVISION
COUNTY OF SACRAMENTO
3711 Branch Center Road
Sacramento, CA 95827
Mail Code 63-002**

**No Fee Document - Per Government Code 27383
No Document Transfer Tax - Per R & T Code 11922**

Okay to Accept by

Signature & Date:

Print Name & Dept:

APN:

Project Name & Dept:

THIS SPACE FOR RECORDER'S USE ONLY

EASEMENT FOR 50-FOOT RADIUS CONTROL ZONE

Elk Grove Unified School District

under terms of the Agreement For Acquisition of Easements, attached hereto as Exhibit "C", does hereby grant to the Tokay Park Water Company, a Non-Profit Mutual Water Company, (hereinafter referred to as "Company"), for the purpose of installation, construction, reconstruction, maintenance, repair, and operation of a potable water production well, and related appurtenances and work auxiliary thereto, a 50-Foot Radius Control Zone easement over that certain real property in the County of Sacramento, State of California, bounded and described as follows, to-wit:

SEE EXHIBITS "A" and "B" attached hereto and made a part hereof;

thus establishing protection from sources of contamination, specifically and as a minimum, prohibiting the following to exist within the well site control zone so established: animal enclosures such as for dogs, chickens, or grazing animals; application of pesticides without prior written approval of the Sacramento County Department of Health; dumping, spilling or disposing of petroleum products; and conveyance of waste or storm water, including ditches within the control zone.

Warrant of Signature Authority. The Grantor warrants the signature appearing on this instrument of real property (i.e. Easement Deed, Grant Deed, Quit Claim Deed) has the legal and requisite signatory authority for the conveyance of Grantor's real property interest. Further, the Parties acknowledge and agree that this Grantee, which is a public entity, is relying on said Warrant of Signature Authority when accepting this real property instrument for recordation.

Dated this ____ day of _____, 20 ____

Elk Grove Unified School District

**By: _____
Robert Pierce
Associate Superintendent of Facilities & Planning**

RED File No. _____

LOG No. _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____) COUNTY OF _____) On _____ before me, _____, notary public, <small style="margin-left: 20px;">date</small> <small style="margin-left: 200px;">name of notary officer</small> personally appeared _____, <small style="margin-left: 150px;">name(s) of signer(s)</small> _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. _____ Signature of Notary	<p style="text-align: center;">-----OPTIONAL SECTION-----</p> <p>CAPACITY CLAIMED BY SIGNER</p> <p>Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.</p> <p><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER(S)</p> <hr/> <p style="text-align: center;">Title(s)</p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER: _____</p> <hr/> <hr/> <p>SIGNER IS REPRESENTING: Name of Person(s) or entity(ies)</p> <p>_____ _____</p>
--	---

OPTIONAL SECTION:	TITLE OR TYPE OF DOCUMENT: _____
DATA REQUESTED HERE IS NOT REQUIRED BY LAW.	NUMBER OF PAGES _____ DATE _____
	SIGNER(S) OTHER THAN NAMED ABOVE _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed, the provisions of which are incorporated by this reference as though fully set forth in this Certification, to the Tokay Park Water Company, a Non-Profit Mutual Water Company, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. _____ of the Board of Directors of said Company adopted on _____, 2014, and the Grantee consents to recordation thereof by its duly authorized officer.

 Director of Tokay Park Water Company Date

**Exhibit A
Legal Description
50 foot Radius Control Zone Easement**

The Property described herein is located in Section 34, Township 8 North, Range 5 East, M.D.M. County of Sacramento, State of California, and is a portion of Samuel Kennedy Elementary School, Assessor Parcel Number 043-0011-002.

Said easement being described as follows:

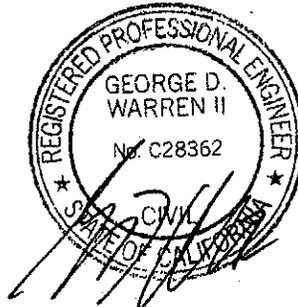
The radius point of said 50 foot radius bears the following 2 courses from a Point on the Easterly line of aforesaid parcel of land said point being the Southwest corner of that certain Parcel of Land Owned by Southgate Recreation District Park Recorded on Assessor Parcel Number 043-0240-089, said corner being common to the Northwest corner of that certain Parcel of Land Recorded in Book Book 20130903 of Deeds at Page 0493 on file in the Office of the Recorder, County of California, State of California.

1. From said common corner North 76°18'58" West 55.69 feet;
2. North 13°41'02" East 10.00 feet to the aforesaid radius point.

End of Description

The basis of bearing for this description is identical to that certain Plat of Florin Glen filed in Book 115 of Maps at Page 8, on file in the Office of the Recorder, County of California, State of California.

Prepared by: **Warren Land Surveying, Inc.**
1117 Windfield Way, Ste. 110
El Dorado Hills, CA 95762



JOB NO.
14-068
DATE
5-29-14

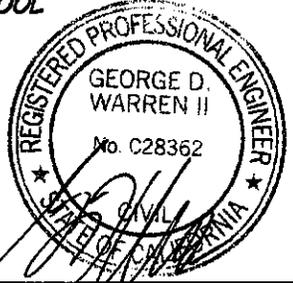
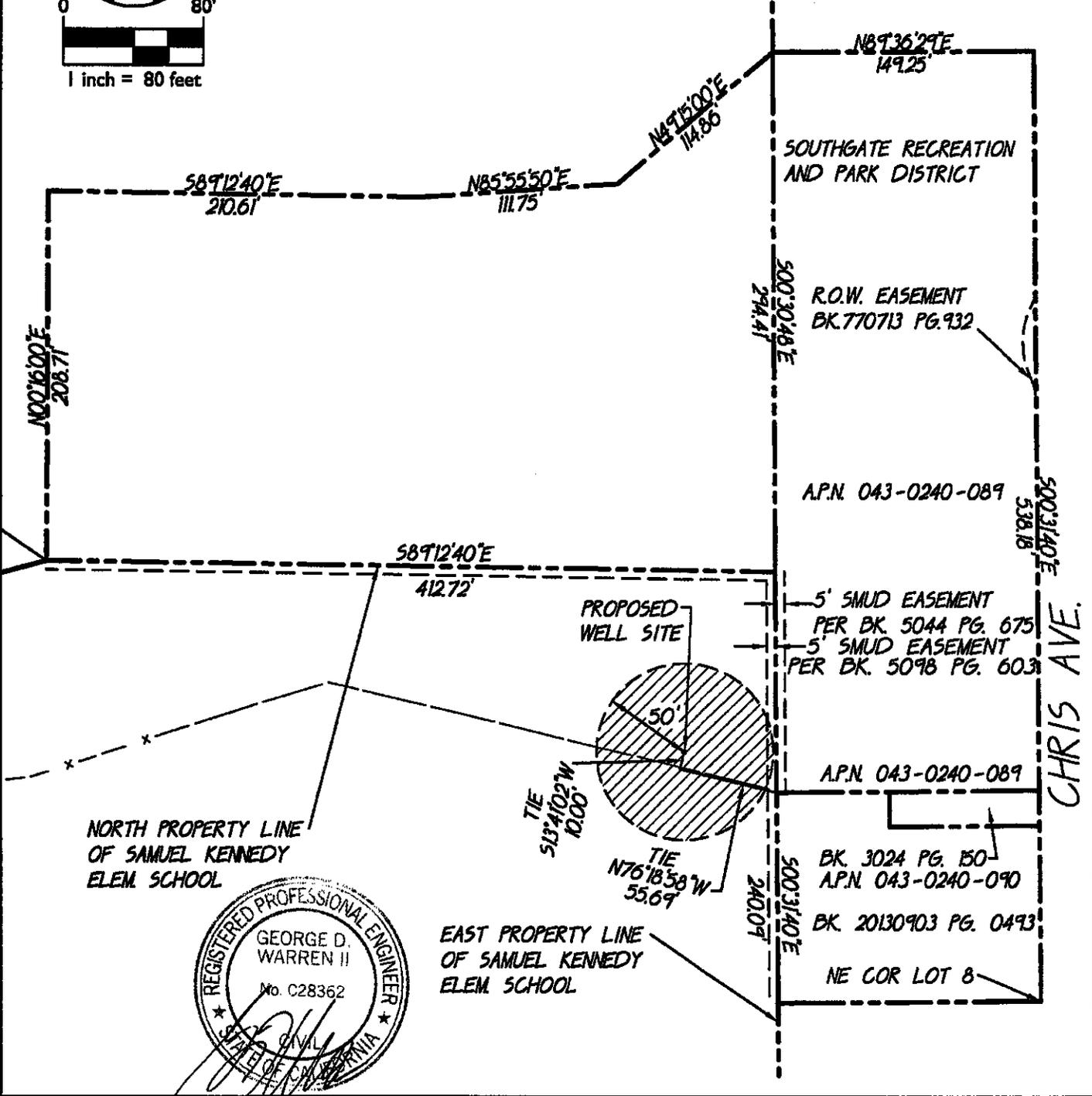
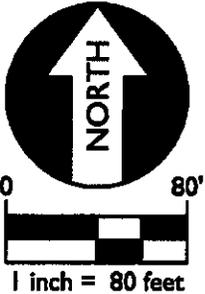
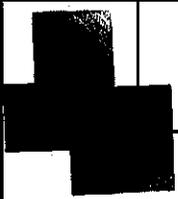


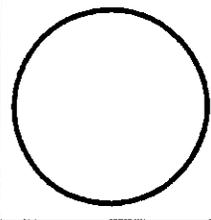
EXHIBIT "B"



WARREN LAND SURVEYING, INC.

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

50' RADIUS CONTROL
ZONE EASEMENT AT
SAMUEL KENNEDY
ELEMENTARY SCHOOL



SCALE
AS NOTED

SACRAMENTO COUNTY

CALIFORNIA

Exhibit "C"
Temporary Construction Easement

Following 4 pages

WHEN RECORDED RETURN TO:

**REAL ESTATE DIVISION
COUNTY OF SACRAMENTO
3711 Branch Center Road
Sacramento, CA 95827
Mail Code 63-002**

**No Fee Document - Per Government Code 27383
No Document Transfer Tax - Per R & T Code 11922**

Okay to Accept by

Signature & Date:

Print Name & Dept:

APN:

Project Name & Dept:

THIS SPACE FOR RECORDER'S USE ONLY

TEMPORARY CONSTRUCTION EASEMENT

Elk Grove Unified School District

under terms of the Agreement For Acquisition of Easements, attached hereto as Exhibit "C", does hereby grant to the Tokay Park Water Company, a Non-Profit Mutual Water Company, (hereinafter referred to as "Company"), for the purpose of installation, construction, reconstruction, maintenance, repair, and operation of a potable water production well, and related appurtenances and work auxiliary thereto, a Temporary Construction Easement over that certain real property in the County of Sacramento, State of California, bounded and described as follows, to-wit:

SEE EXHIBITS "A" and "B" attached hereto and made a part hereof;

granted for Company's exclusive use for construction only and shall have a duration only as necessary for the completion of all construction activities referenced herein. The Temporary Construction Easement shall expire no later than six (6) months after commencement of construction activities, which shall commence no later than October 1, 2014, not including periods of delay caused by strikes, labor disputes, acts of God, or other causes affecting construction at subject real property beyond the reasonable control of Company. Upon termination of the easement, the easement shall be deemed vacated and shall be extinguished. The real property shall no longer be burdened with the construction easement described herein..

Warrant of Signature Authority. The Grantor warrants the signature appearing on this instrument of real property (i.e. Easement Deed, Grant Deed, Quit Claim Deed) has the legal and requisite signatory authority for the conveyance of Grantor's real property interest. Further, the Parties acknowledge and agree that this Grantee, which is a public entity, is relying on said Warrant of Signature Authority when accepting this real property instrument for recordation.

Dated this ____ day of _____, 20__

Elk Grove Unified School District

By: _____

**Robert Pierce
Associate Superintendent of Facilities & Planning**

RED File No. _____

LOG No. _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____) COUNTY OF _____) On _____ before me, _____, notary public, <small style="margin-left: 20px;">date</small> <small style="margin-left: 150px;">name of notary officer</small> personally appeared _____, <small style="margin-left: 100px;">name(s) of signer(s)</small> _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. _____ Signature of Notary	<p style="text-align: center;">OPTIONAL SECTION</p> <p>CAPACITY CLAIMED BY SIGNER</p> <p>Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.</p> <p><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER(S)</p> <hr/> <p style="text-align: center;">Title(s)</p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER: _____</p> <hr/> <p>SIGNER IS REPRESENTING: Name of Person(s) or entity(ies)</p> <p>_____</p> <p>_____</p>
<p>OPTIONAL SECTION:</p> <p>TITLE OR TYPE OF DOCUMENT: _____</p> <p>DATA REQUESTED HERE IS NOT REQUIRED BY LAW. NUMBER OF PAGES _____ DATE _____</p> <p>SIGNER(S) OTHER THAN NAMED ABOVE _____</p>	

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed, the provisions of which are incorporated by this reference as though fully set forth in this Certification, to the Tokay Park Water Company, a Non-Profit Mutual Water Company, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. _____ of the Board of Directors of said Company adopted on _____, 2014, and the Grantee consents to recordation thereof by its duly authorized officer.

 Director of Tokay Park Water Company

 Date

LOG No. _____

**Exhibit A
Legal Description
Temporary Construction Easement**

The Property described herein is located in Section 34, Township 8 North, Range 5 East, M.D.M. County of Sacramento, State of California, and is a portion of Samuel Kennedy Elementary School, Assessor Parcel Number 043-0011-002.

Said easement being described as follows:

Beginning at a point of the Easterly line of aforesaid Parcel of Land said point being the Southwest corner of that certain Parcel of Land Owned by Southgate Recreation District Park Assessors Parcel Number 043-0240-089, said corner being common to the Northwest corner of that certain Parcel of Land Recorded in Book 20130903 of Deeds at Page 0493 on file in the Office of the Recorder, County of California, State of California.

Thence from the Point of Beginning the following four (4) courses:

1. South 89°29'34" West 150.00 feet;
2. North 00°31'40" West 120.00 feet;
3. North 89°29'34" East 150.00 feet to the Easterly line of aforesaid Samuel Kennedy Elementary School;
4. Along said Easterly line South 00°31'40" East 120.00 feet to the Point of Beginning.

Containing: 18,000.00 square feet or 0.41 acres

End of Description

The basis of bearing for this description is identical to that certain Plat of Florin Glen filed in Book 115 of Maps at Page 8, on file in the Office of the Recorder, County of California, State of California.

Prepared by: Warren Land Surveying, Inc.
1117 Windfield Way, Ste. 110
El Dorado Hills, CA 95762



Exhibit "D"
Preliminary Title Report

Following 15 pages

stewart title

of sacramento
1425 River Park Drive, Suite 110
Sacramento, CA 95815
Phone # 916-441-4950
Fax # 916-564-5840

Preliminary Report

Issued For The Sole Use Of:

➤ Elk Grove Unified School District

➤

➤

Escrow Officer: Sharon Wichmann
Our Order No.: 15-014625 SW

Reference:

Property Address:

In response to the above referenced application for a policy of title insurance, **Stewart Title Guaranty Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown referred to as an Exception in Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in the attached list. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit "B" of this report carefully, CLTA/ALTA Homeowners applies only if each Insured to be named in Schedule A is a natural person (as natural person is defined in said policy). If an Insured to be named in Schedule A is not such a natural person, a CLTA Coverage Owners Policy will be issued. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this Preliminary Report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a Policy of Title Insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a Policy of Title Insurance, a Binder or Commitment should be requested.

Dated as of July 8, 2014 at 7:30 a.m.


Title Officer
Don Wilkerson lp

Order Number: 15-014625

Schedule A

The form of policy of title insurance contemplated by this report is:

CLTA STANDARD

The estate or interest in the land hereinafter described or referred to covered by this Report is: A FEE

Title to said estate or interest at the date hereof is vested in:

Elk Grove Unified School District, a political subdivision

The land referred to in this Report is situated in the State of California, County of Sacramento, and is described as follows:

See Exhibit "A" Attached Hereto And Made A Part Hereof

Exhibit "A"

All that portion of the South one-half of Section 34, Township 8 North, Range 5 East, M.D.B.&M., described as follows:

Beginning at a point in the south one-half of said Section 34 from which the southeast corner of Lot 409, as said lot is shown on the official plat of Lindale Unit No. 4, recorded in the office of the Recorder of Sacramento County, in Book 63 of Maps, Map No. 29, bears the following three (3) courses and distances: (1) South 68° 29' 40" West 349.32 feet, (2) South 48° 42' 50" West 41.83 feet and (3) West 31.83 feet; thence from said point of beginning North 68° 29' 40" East 93.02 feet; thence North 74° 33' 45" East 341.32 feet to the southwest corner of that certain 1.000 acre parcel of land described in deed executed by Starr S. Harris and Annie L. Harris, his wife, to Starr S. Harris and Annie L. Harris, his wife as joint tenants, recorded in the office of the Recorder of Sacramento County in Book 3926 of Official Records, Page 136; thence along the sough boundary of said 1.000 acre parcel of land and the easterly extension thereof South 89° 12' 40" East 412.73 feet; thence South 00° 31' 40" East 240.09 feet to the northwest corner of Tokay Park No. 2, the official plat of which is recorded in the office of said Recorder in Book 33 of Maps, Map No. 3; thence along the west boundary of said Tokay Park Unit NO. 2, South 00° 41' 17" East 440.91 feet; thence North 68° 16' 41" West 90.00 feet; thence South 80° 31' 00" West 187.25 feet; thence South 43° 17' 40" West 50.00 feet; thence South 01° 42' 20" East 18.38 feet; thence South 43° 17' 40" West 87.71 feet; thence South 74° 15' 13" West 34.99 feet; thence North 46° 42' 20" West 225.01 feet; thence curving to the right on an arc of 519.10 feet radius, said arc being subtended by a chord bearing North 35° 00' 20" West 210.53 feet; thence North 23° 18' 20" West 392.62 feet to the point of beginning;

Excepting therefrom the following 2 parcels:

Parcel No. 1:

Beginning at the most easterly corner of that certain 11.179 acre tract of land described in the deed executed by Retirement Activities Group, a corporation, to Elk Grove Unified School District, a political subdivision, recorded April 25, 1962 in the office of the Recorder of Sacramento County in Book 4432 of Official Records, at Page 629; thence from said point of beginning along the boundary of said 11.179 acre tract of land North 68° 16' 41" West 90.00 feet; thence North 89° 18' 40" East 84.53 feet to appoint on the east line of said 11.179 acre tract of land; thence along said east line South 00° 41' 17" East 34.11 feet to the point of beginning;

Parcel No. 2:

Beginning at a point on the south boundary of that certain 11.179 acre tract of land described in the deed executed by Retirement Activities Group, a corporation, to Elk Grove Unified School District, a political subdivision, recorded in the office of said Recorder in Book 4432 of Official Records, at Page 629, from which point of beginning the most easterly corner of said 11.179 acre tract of land bears South 68° 16' 41" East 90.00 feet; thence from said point of beginning along the south boundary of said 11.179 acre tract of land South 80° 31' 00" West 144.60 feet; thence North 43° 17' 40" East 30.72 feet; thence North 89° 18' 40" East 121.56 feet to the point of beginning;

APN: 043-0011-002

Schedule B

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in the policy form designated on the face page of this report would be as follows:

- A. Taxes for the Fiscal Year 2014-2015, a lien not yet due or payable.
- B. The herein described land lies within the boundaries of the Sacramento Area Flood Control Agency and is subject to an assessment being collected with the County Taxes.

The amount included in the taxes is \$26.62, for the Sacramento City 1915 Act Bond – Safca Consolidated Capital Assessment.

For further information, please contact the Sacramento Area Flood Control Agency at (916) 874-7606.

- C. The Lien of Special Assessments, assessed pursuant to the procedures of the Mello-Roos Community Facilities Act of 1982 and/or the Landscaping & Lighting Act of 1972, amounts are included and collected with the Taxes herein.
- D. The Lien of Supplemental Taxes, if any, assessed pursuant to the provisions of Chapter 3.5, Revenue and Taxation Code, Section 75 et seq.
- E. Any possible outstanding charges for utility services. Amounts may be obtained by contacting the City and/or County of Sacramento's Utility Services and Billing Department.
- 1. An easement over said land for a public highway or road and all necessary utilities and incidental purposes as Granted to the County of Sacramento, in Deed recorded June 4, 1962 in Book 4455, Page 844, Official Records.

Affects: that portion of said land lying within Briggs Drive, as more particularly described in said Easement.

- 2. An easement over said land for water transmission line and incidental purposes as Granted to Parkway Water Company, in Deed recorded March 29, 1963 in Book 4640, Page 207, Official Records.

Affects: A strip of land 10 feet in width across a portion of said land as more particularly described in said Easement.

- 3. An easement over said land for transmission and distribution of electric energy and incidental purposes as Granted to Sacramento Municipal Utility District, in Deed recorded October 29, 1964 in Book 5098, Page 603, Official Records.

Affects: Strips of land 5 feet in width along the Northerly, Easterly, Southerly and Southeasterly boundary lines, all as more particularly described in said Easement.

TAX NOTE FOR PRORATION PURPOSES ONLY:

General and Special Taxes for the Fiscal Year 2013-2014, and any assessments and charges collected therewith,

1st Installment \$14.59 Paid

2nd Installment \$14.59 Paid

Parcel No. 043-0011-002 Assf. No. 13223805 Code Area 51-036
Land \$ 0

Included in the above Taxes in the amount of \$2.56, for the County Service Area 1 Lighting.

NOTE: If this property lies within the city limits of Sacramento, it is subject upon sale to a tax of .00275 of the value of consideration. The failure to pay will result in the tax being added to the future property tax bills.

Chain Of Title....

According to those public records under the recording laws impart constructive notice to the title to the land described herein, the following matters constitute the chain of title for the thirty-six month period preceding the date hereof: NONE

Buyer's Note:

If an ALTA Residential Owner's Policy is requested and if the property described herein is determined to be eligible for this Policy, the following exceptions from coverage will appear in the Policy:

1. Taxes or assessments which are not shown as liens by the public records or by the records of any taxing authority.
2. (a) Water rights, claims or title to water; (b) reservation or exceptions in patents or in Acts authorizing the issuance thereof; (c) unpatented mining claims; whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
3. Any rights, interest or claims of parties in possession of the land which are not shown by the public records.
4. Any easements or liens not shown by the public records. This exception does not limit the lien coverage in Item 8 of the Covered Title Risks.
5. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This exception does not limit the forced removal coverage in Item 12 of the Covered Title Risks.

Lender's Note:

If a 1970 ALTA Lender's Policy form has been requested, the policy, when and if approved for issuance, will either be endorsed to add the following language or an encumbrance will be added to Schedule B, Part I as follows:

Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

- (a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
- (b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
- (c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

Chain Of Title Continued...

Approval for the issuance of the 1970 ALTA Lender's Policy form must be requested and approved prior to close of escrow. All other forms of policies that are authorized to be issued are the 1992 and 2006 Policies only.

NOTE: California "Good Funds" Law

Effective January 1, 1990, California Insurance Code Section 12413.1 (Chapter 598, Statutes of 1989), prohibits a Title Insurance Company, Controlled Escrow Company or Underwritten Title Company from disbursing funds from an Escrow or Sub-Escrow Account, **(except for funds deposited by wire transfer electronic payment or cash)** until the day these funds are made available to the deposit or pursuant to Part 229 of Title 12 of the Code of Federal Regulations, (Reg. CC). Items such as cashier's, certified or teller's checks may be available for disbursement on the business day following the business day of deposit; however, other forms of deposits may cause extended delays in closing the escrow or sub-escrow.

"STEWART TITLE OF SACRAMENTO WILL NOT BE RESPONSIBLE FOR ACCRUALS OF INTEREST OR OTHER CHARGES RESULTING FROM COMPLIANCE WITH THE DISBURSEMENT RESTRICTIONS IMPOSED BY STATE LAW".

Exhibit "B"

CLTA PRELIMINARY REPORT FORM
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS
(Revised 06/17/06)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors, rights laws.

EXCEPTIONS FROM COVERAGE
SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning: a. building; b. zoning; c. land use; d. improvements on the Land; e. land division; and f. environmental protection This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes, This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks: a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records; b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date; c. that result in no loss to You; or d. that first occur after the Policy Date- this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28,
5. Failure to pay value for Your Title.
6. Lack of a right: a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and b. in streets, alleys, or waterways that touch the Land This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- * For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1 % of Policy Amount or <u>\$2,500.00</u> (whichever is less)	\$ <u>10,000.00</u>
Covered Risk 18:	1% of Policy Amount or <u>\$5,000.00</u> (whichever is less)	\$ <u>25,000.00</u>
Covered Risk 19:	1% of Policy Amount or <u>\$5,000.00</u> (whichever is less)	\$ <u>25,000.00</u>
Covered Risk 21:	1% of Policy Amount or <u>\$2,500.00</u> (whichever is less)	\$ <u>5,000.00</u>

AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - * Land use
 - * Improvements on the land
 - * Land division
 - * Environmental protectionThis exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.
This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records
 - * on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date-- unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date-- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule AOR
 - * in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risk.

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT - FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;

(d) attaching 01 created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law,
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA LOAN POLICY (06/17106) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;

(iii) the subdivision of land; or
(iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations, This Exclusion I (a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion I (b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain, This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8,
3. Defects, liens, encumbrances, adverse claims, or other matters.
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law,
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records, This Exclusion does not modify or limit the coverage provided under Covered Risk 11 (b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10/11/92)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or a fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06/17/06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion I (a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion I (b) does not modify or limit the coverage provided under Covered Risk 6
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters.
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date title Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

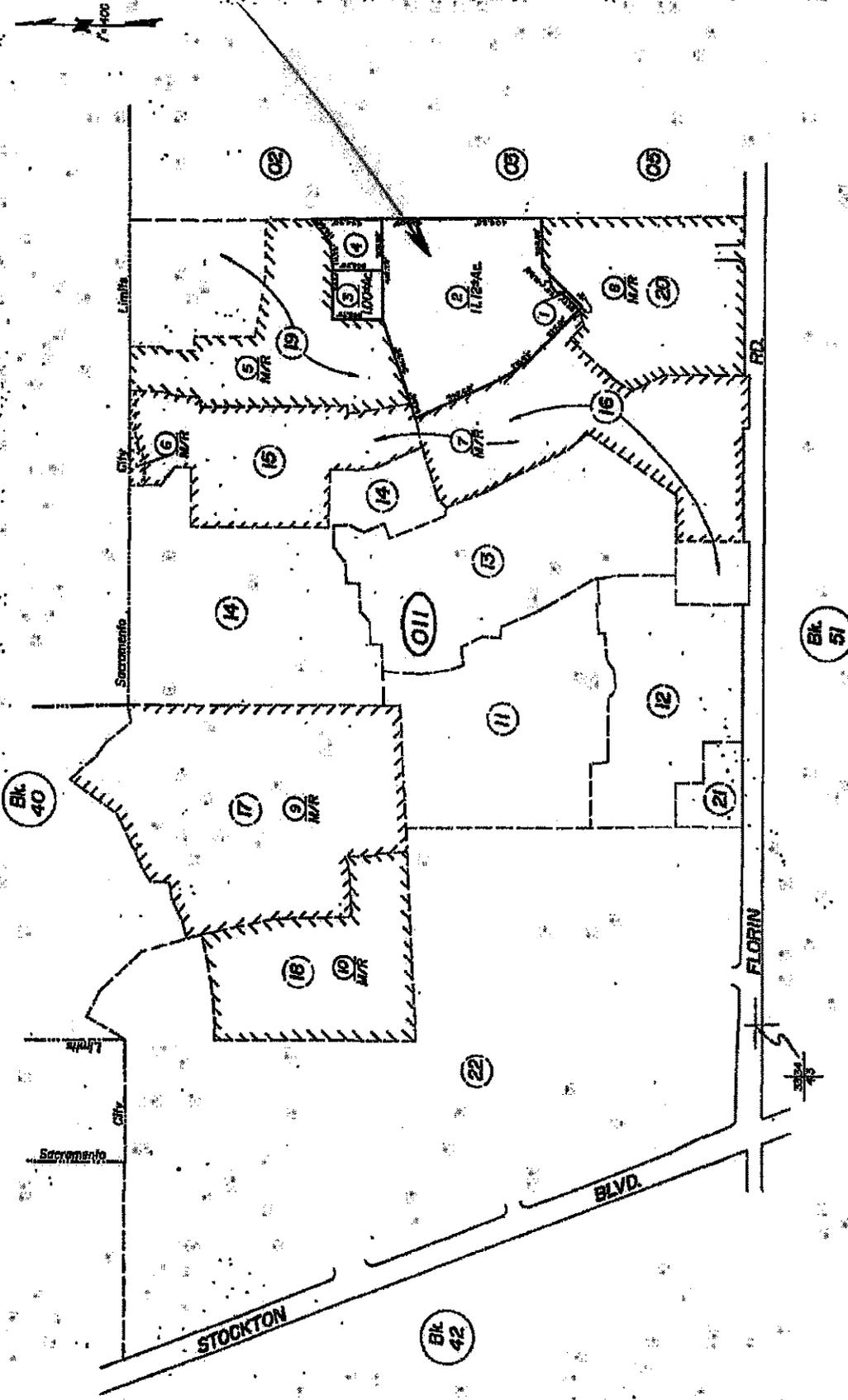
EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

POR. SECS. 33 & 34, T.8N., R.5E., M.D.B. & M.

043-01



Assessor's Map Bk. 043, Pg. 01
County of Sacramento, Calif.

IMPORTANT: This plat is not a survey. It is merely furnished as a convenience to locate the land in relation to adjoining streets and other lands and not to guarantee any dimensions, distances, bearings, or acreage.

Exhibit "E"

[IF THERE ARE LEASES AFFECTING THE PROPERTY, PLEASE DISCLOSE THEM HERE]

No Leases are present.

Agenda Item No: _____

Board Agenda Item

Supplement No. _____

Meeting Date September 2, 2014

Subject:

Department: Human Resources

Consideration and Public Notice of Elk Grove Unified School District's (EGUSD) Initial Proposal to ATU regarding Collective Bargaining for the 2014-2015 School Year

Action Requested:

The Elk Grove Unified School District Governing Board is asked to review the Elk Grove Unified School District (EGUSD) initial proposal to Amalgamated Transit Union (ATU) for 2014-2015 collective bargaining.

Discussion:

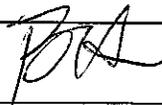
Pursuant to Government Code Section 3547, the following are stipulated for negotiations between a bargaining unit and the District.

1. The District's initial proposal is officially presented at a public meeting of the Governing board for public notice; and
2. A public hearing is conducted to receive public input regarding the District's initial proposal.

EGUSD's initial proposal is attached.

It is recommended that after the closure of the public hearing, the Board take action to approve the District's initial proposal to ATU.

Financial Summary:

Prepared By: _____ Division Approval: Brandon Krueger, Ed.D. 

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

2014-2015 INITIAL PROPOSALS
FROM
ELK GROVE UNIFIED SCHOOL DISTRICT
TO
AMALGAMATED TRANSIT UNION

It is the intention of the District to continue to use the Interest Based Bargaining model for collective bargaining. The Local Control Funding Formula (LCFF) and Local Control Accountability Plan (LCAP) legislation represents a major overhaul to the state funding system for public education in California and the District. This legislation impacts the interests and principles that are addressed in this initial proposal including the District's continued interest in establishing budget priorities that are consistent with the District's LCAP and that are in support of the District mission to ensure student achievement and elimination of the achievement gap.

The District has an interest in meeting the statutory requirements of a fiscally solvent multi-year budget based upon the following assumptions:

- The budget will maintain a positive certification
- The budget will address and reduce the existing deficit
- Negotiated Agreements will address total compensation, including:
 - Annual step and column raises
 - Annual District payments to the independent employee retirement trust (EGBERT)
 - Annual Employer cost of 80% to 85% of medical premium costs and Dental, Vision, and Life Insurance premiums
- The budget will fund the rising cost of operations (fuel, utilities, textbooks, supplies and materials, instructional and business operations, technology.)
- Compliance with LCAP

The District has an interest in negotiating the following topics:

1. Total Compensation - Salary and Benefits

The District wishes to maintain a total compensation package that is commensurate to that of comparable local districts while maintaining the fiscal stability of the District and compliance with its LCAP. The District recognizes the cost of health and welfare benefits as an integral part of the total compensation package to be considered in conjunction with salary.

2. Article 12 – Assignment

3. Incorporate Appendix C into CBA

4. Article 20 – Leaves

5. Article 23 – Travel

6. Continue contract clean-up committee

Agenda Item No: 8

**Board Agenda Item
PLACEHOLDER**

Supplement No. _____

Meeting Date September 2, 2014

Subject: **Department:** Human Resources
Consideration and Public Notice of Elk Grove Unified School District's (EGUSD) Initial Proposal to PSWA regarding Collective Bargaining for the 2014-2015 School Year

Action Requested:
The Elk Grove Unified School District Governing Board is asked to review the Elk Grove Unified School District (EGUSD) initial proposal to Psychologists and Social Workers Association (PSWA) for 2014-2015 collective bargaining.

Discussion:
Pursuant to Government Code Section 3547, the following are stipulated for negotiations between a bargaining unit and the District.

1. The District's initial proposal is officially presented at a public meeting of the Governing board for public notice; and
2. A public hearing is conducted to receive public input regarding the District's initial proposal.

EGUSD's initial proposal is attached. **TO FOLLOW**

It is recommended that after the closure of the public hearing, the Board take action to approve the District's initial proposal to PSWA.

Financial Summary:

Prepared By: Liz Deissroth Division Approval: Brandon Krueger, Ed.D. 
Prepared By: _____ Superintendent Approval: Steven M. Ladd, Ed.D. 

ELK GROVE UNIFIED SCHOOL DISTRICT

9

Agenda Item No: _____

Board Agenda Item

Supplement No. _____

Meeting Date 9-2-14

Subject: Board Bylaw 9270, Conflict of Interest Including Review of Conflict of Interest Code and List of Designated Positions	Department: <u>Board of Education</u>
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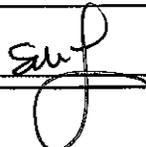
Action Requested: The Board is requested to review its Board Bylaw 9270, Conflict of Interest which includes the review of the Conflict of Interest Code and the list of designated positions and to take action indicating that no amendment to the Conflict of Interest Code is required and that the list of Designated Employees has been updated.

Discussion:

The Political Reform Act requires every local government agency to review its conflict of interest code biennially. No later than October 1, 2012, each agency must submit to the County Board of Supervisors a notice indicating whether or not an amendment is necessary. Staff has reviewed the Bylaw and determined that no amendment is necessary. One designated employee revision is indicated on the attached document.

Financial Summary:

Prepared By: Arlene Hein Department Approval: _____

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

CONFLICT OF INTEREST

Incompatible Activities

Governing Board members shall not engage in any employment or activity which is inconsistent with, incompatible with, in conflict with or inimical to the Board member's duties as an officer of the district. (Government Code Section 1126)

Conflict of Interest Code

Board members and designated employees shall adhere to the district's conflict of interest code adopted pursuant to the provisions of Government Code Section 87300.

Conflict of Interest Code for the Elk Grove Unified School District

The terms of 2 Cal. Code of Regulations Section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission along with the attached appendices in which officials and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the conflict of interest code for the Elk Grove Unified School District.

Persons holding designated positions shall file statements of economic interest by filing with the Secretary of the Elk Grove Unified School District. Upon receipt of statements of economic interests of Members of the Board of Education and the Superintendent, the Secretary shall cause a copy to be made and retained and shall forward the originals to the County Clerk, which shall be the filing officer with respect to these statements. Statements of economic interest of all other persons holding designated positions shall be retained by the Secretary of the Elk Grove Unified School District, who is the filing officer with respect to these statements.

Board members and designated employees shall submit statements of economic interests to the district in accordance with requirements of the conflict of interest code. These statements shall be available for public inspection and reproduction. (Government Code Section 81008)

Upon receiving the statements of Board members and the Superintendent, the district shall make and retain copies and shall forward the originals to the code reviewing body. Statements for all other designated employees shall be retained by the district.

CONFLICT OF INTEREST (Continued)

When reviewing and preparing conflict of interest codes, the district shall provide officers, employees, consultants and members of the community adequate notice and a fair opportunity to present their views. (Government Code Section 87311)

The Board shall review the district's conflict of interest code in even-numbered years and send the code reviewing body either an amended code or, by October 1 of that year, a statement to the effect that no change is necessary. (Government Code Section 87306.5)

Financial Interest

Board members and employees shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as Board members or employees. (Government Code Section 1090)

A Board member shall not be considered to be financially interested in a contract if any of the exceptions set forth in Government Code Section 1091.5 apply.

A Board member shall not be deemed to be financially interested in a contract if he/she has only a remote interest in the contract and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. Remote interests are specified in Government Code Section 1091(b); they include, among other things, the interest of a parent in the earnings of his/her minor child. (Government Code Section 1091)

If a Board member determines that he/she has a financial interest in a decision, this determination shall be disclosed and made part of the Board's official minutes. Both the board member and all employees shall be disqualified from voting, making the decision, participating in the decision, or attempting to use his/her official position to influence the decision in any way.

A Board member shall abstain from voting on personnel matters that uniquely affect a relative of the Board member. A Board member may vote, however, on collective bargaining agreements and personnel matters that affect a class of employees to which the relative belongs. (Education Code Section 35107 et seq.)

Gifts/Honoraria

Except as reimbursement for actual travel expenses and reasonable related subsistence, Board members shall not accept from any single source in any calendar year any gifts in excess of the prevailing gift limitation specified in the Political Reform Act and related regulations.

(Government Code Section 89503)

CONFLICT OF INTEREST (Continued)

The above limitations on gifts do not apply to any gift from an individual's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle or first cousin or the spouse of any such person unless the donor is acting as an agent or intermediary for a person not herein identified. (Code of Regulations, Title 2, Section 18932.4)

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering. This prohibition does not apply to earned income for personal services customarily provided in connection with a bona fide business, trade or profession unless the sole or predominant activity of the business, trade or profession is making speeches. (Government Code Sections 89501, 89502)

Legal Reference:

EDUCATION CODE

- 1006 Qualifications for holding office
- 35107 School district employees
- 35230-35240 Corrupt practices
- 35233 Prohibitions applicable to members of governing boards

GOVERNMENT CODE

- 1090-1098 Prohibitions applicable to specified officers
- 1125-1129 Incompatible activities
- 81000-91015 Political Reform Act of 1974, especially:
 - 82011 Code reviewing body
 - 82019 Definition of "Designated Employee"
 - 82028 Definition of "Gifts"
 - 82030 Definition of "Income"
 - 82033 Definition of "Interest in real property"
 - 82034 Definition of "Investment"
- 87100-87103.6 General prohibitions
- 87200-87210 Disclosure
- 87300-87313 Conflict of interest code
- 87500 Statements of economic interests
- 89501-89503 Honoraria and gifts
- 89506 Travel payments, advances and reimbursements
- 91000-91015 Enforcement

CONFLICT OF INTEREST

ATTACHMENT

Designated Positions and Disclosure Requirements

1. Persons occupying the following positions are designated employees in **Category 1**:

Members of the Board of Education
Superintendent
Associate Superintendent, Education Services
Associate Superintendent, Facilities and Planning
Associate Superintendent, Finance and School Support
Associate Superintendent, Human Resources
Associate Superintendent, PreK-6 Education
Associate Superintendent, Secondary Education

Designated persons in this category must report:

- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries or of any land owned or used by the district. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property.
- b. Investments or business positions in or income from sources which:
 - (1) Are engaged in the acquisition or disposal of real property within the district,
 - (2) Are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or
 - (3) Manufacture or sell supplies, books, machinery or equipment of the type used by the district.

2. Persons occupying the following positions are designated employees in **Category 2**:

Chief of Police and School Security
~~Director, Adult and Community Education~~
Director, CTE, ~~College and Career Readiness, Charter, and Adult Education~~
Director, Certificated Personnel
Director, Classified Personnel
Director, Communications
Director, Curriculum and Professional Learning

CONFLICT OF INTEREST (cont'd)

Director, Fiscal Services
Director, Food Services and Nutrition Services
Director, Instructional Support
Director, Learning Support Services
Director, Maintenance and Operations
Director, Planning
Director, PreK-6 Education
Director, Purchasing/Warehousing
Director, Research and Evaluation
Director, Secondary Education
Director, Special Education
Director, Student Support and Health Services
Director, Technology Services
Director, Transportation
School Principals
Purchasing Supervisor
Buyer
Risk Manager
Consultants *

Designated persons in this category must report investments or business positions in or income from sources which:

- a. Are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs, or
- b. Manufacture or sell supplies, books, machinery or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

3. Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes any of several specified governmental decisions or serves in a staff capacity with the district, performing the same or substantially the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. Consultants are individuals who decide whether to: (Code of Regulations, Title 2, Section 18700)

CONFLICT OF INTEREST (cont'd)

- a. Approve a rate, rule or regulation;
- b. Adopt or enforce a law;
- c. Issue, deny, suspend or revoke a permit, license, application, certificate, approval, order or similar authorization or entitlement;
- d. Authorize the district to enter into, modify or renew a contract that requires district approval;
- e. Grant district approval to a contract or contract specifications which require district approval and in which the district is a party;
- f. Grant district approval to a plan, design, report, study or similar item; or
- g. Adopt or grant district approval of district policies, standards or guidelines.

Exhibit
approved: June 20, 1988
Revised: June 19, 1995
September 21, 2010
September 18, 2012

ELK GROVE UNIFIED SCHOOL DISTRICT
Elk Grove, California

Board Agenda Item

Subject: _____ Division: Facilities and Planning
The Sacramento Municipal Utility District (SMUD) Proposition 39 Support Services Memorandum of Understanding (MOU)

Action Requested:
The Board of Education is asked to (1) ratify the MOU between SMUD and the Elk Grove Unified School District; and (2) authorize Robert Pierce, Associate Superintendent, Facilities and Planning to finalize and execute the MOU on behalf of the District.

Discussion:
The SMUD has become a valuable partner for the District with regard to energy conservation efforts, reduced utility expenditures and various incentive programs and educational opportunities. This partnership has once again created another beneficial opportunity for the District by way of a new proposed MOU between the two parties. The essential intent of the MOU is for SMUD to provide the District a significant amount of funding for planning activities as required to receive funding for energy efficiency projects under Proposition 39. Administration is very pleased to inform the Board that under this MOU the District stands to receive approximately \$650,000 over the course of the District's Proposition 39 program as well as various other SMUD provided services on behalf of the District as required by the California Energy Commission.
The Board may recall that during the selection and hiring process for the Districtwide Facilities Master Plan Update that Staff is combining the Facilities Condition Assessment (FCA) efforts to include the required energy assessments under Proposition 39. Combining these efforts not only affords the District efficiencies and economies of scale, but allows this MOU to cover the Proposition 39 planning portion of the FCA. This unique opportunity will dramatically reduce the amount of funding otherwise required by the District for the FCA and Proposition 39 assessments and perhaps more importantly allow a large portion of the planning money provided through Proposition 39 to be spent towards actual energy efficiency projects in lieu of planning activities.

Financial Summary:
Incentives/revenue provided to the District not to exceed \$650,000

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

Memorandum of Understanding Concerning
Proposition 39
Support Services Provided by
Sacramento Municipal Utility District

This Memorandum of Understanding ("MOU") is entered into this ____ day of August, 2014 (the "Effective Date"), by and between the Sacramento Municipal Utility District ("SMUD") and the Elk Grove Unified School District ("School District") (hereinafter the signing entities are referred to individually as "Party" or collectively as "Parties").

RECITALS

This MOU is entered into with reference to the following facts:

- A. WHEREAS, the California Clean Energy Jobs Act (an initiative approved by the voters as "Proposition 39" at the November 6, 2012, statewide general election) made changes to corporate income taxes and provides for the transfer of monies annually from the General Fund to the Clean Energy Job Fund, or the Job Creation Fund, for five (5) fiscal years beginning with the 2013-14 fiscal year.
- B. WHEREAS, as provided in Senate Bill No. 73 (Proposition 39 Implementation), moneys in the Job Creation Fund are available, upon appropriation by the Legislature, for purposes of funding eligible projects that create jobs in California improving energy efficiency and expanding clean energy generation.
- C. WHEREAS, California public school districts (K-12), county offices of education, public charter schools, state special schools, and community college districts (local education agencies or LEAs) are eligible for grants for energy efficiency projects.
- D. WHEREAS, School District received a Proposition 39 grant; and will use some of said funds to engage a consultant to perform a facilities conditions assessment (FCA) and other activities.
- E. WHEREAS, SMUD is a community-owned electric utility engaged in the business of generation, transmission and distribution of electric power to customer-owners principally in the greater Sacramento area; and promotes energy efficiency projects through incentive programs.
- F. WHEREAS, School District desires to have SMUD provide incentives for their Proposition 39 activities, and SMUD desires to provide said

incentives for the installation of energy efficiency projects, under the terms and conditions contained in this MOU.

NOW, THEREFORE, in consideration of the above-mentioned recitals, the covenants herein, the Parties mutually agree as follows:

AGREEMENT

I. PURPOSE

The purpose of this MOU and the intent of the Parties is to provide School District with incentives to aid in the planning stages and processes associated with developing expenditure plans to qualify for energy efficiency project funding under voter approved Proposition 39,

II. RESPONSIBILITIES

A. School District Responsibilities. School District shall provide the following:

- i. One (1) designated contact person; and
- ii. Fax or mail copies of request for incentives under this MOU to: Fax to (916) 732-5229, Attn: Proposition 39 Group or mail to Sacramento Municipal Utility District, MS A102, Attn: Proposition 39 Group, P.O. Box 15830, Sacramento, CA 95852-1830. Requests for Incentives must include a copy of applicable invoices, receipts or work orders indicating the quantity, model number and cost of installed materials or equipment.

B. SMUD Responsibilities.

- i. One (1) designated contact person; and
- ii. Review of request(s) for incentives.

III. INCENTIVES

A. Not to Exceed.

Under no circumstances will the annual incentive under this MOU provided by SMUD to School District exceed the lesser of:

1. \$0.10/kWh saved as calculated in the expenditure plan, or
2. \$130,000 per year assuming the total cost of the energy auditing services for the five year duration of Proposition 39 is \$866,000.

Incentives will be paid once per year, upon confirmation that your expenditure plan and funding has been approved by the California Energy Commission.

School District understands that SMUD's incentives are disbursed on a first-come, first-served basis among all participating LEAs, and once SMUD has committed all budget funds no further incentives will be made to any LEA including School District. SMUD shall not be responsible for any costs incurred by the School District related to any project.

B. Incentive Eligibility.

- Only "permanent" energy efficiency measures installed in SMUD territory, replacing existing equipment, or adding new equipment, are eligible under this MOU.
- Hazardous waste associated with these energy efficiency projects must be handled and disposed of in strict compliance with all applicable Federal, State and local laws, ordinances and regulations.
- All installed products/equipment must be new and meet SMUD's minimum technical and performance specifications.
- All energy efficiency equipment and systems associated with incentive must be installed and operational.
- SMUD may inspect the installation upon project completion.
- School district will provide SMUD with a copy of the Energy Efficiency plan within one week of its submittal to California Energy Commission.

C. Tax.

SMUD may be required to file (A) form 1099-MISC with the Internal Revenue Services and/or (B) an informal return with the Franchise Tax Board, on incentive amounts of \$600.00 or greater per calendar year. Neither the 1099-MISC nor an informal return is required to be filed when the recipient of the incentive is a corporation or public agency. Internal Revenue, California Revenue and Taxation Codes are subject to change.

IV. GENERAL

A. Auditing and Consulting Services.

To the extent that the verification of any measure installed pursuant to this MOU results in SMUD, its employees or agents (including subcontractors) coming into contact with School District's students, SMUD shall first provide evidence that such employees or agents have been fingerprinted and background checked in keeping with the requirements of the Education Code.

B. Disclaimer of Warranties.

SMUD makes no representations, expressed or implied, regarding the design, sizing, installation, construction, reliability, efficiency, performance, operation, maintenance, or use of any energy efficiency equipment or systems analyzed, discussed, selected, rejected, installed or otherwise considered by School District. Any decisions regarding the selection, design, installation, use and operation of any energy efficiency equipment or systems shall be made at the sole discretion and are the sole responsibility of the School District.

C. Indemnity.

- D. School District shall indemnify, defend and hold harmless SMUD, its directors, officers, employees, and agents against all claims, loss, damage, expense, and liability asserted or otherwise incurred by other parties, including, but not limited to SMUD's employees and School District's employees, arising out of or in any way related to the performance of this MOU and caused by the acts, omissions, intent or negligence, whether active or passive of School District, its agents, employees, suppliers, and excepting only such loss, damage or liability as may be caused by the intentional acts or the sole negligence of SMUD.

E. Notices.

Any notice or communication subject to the terms of the MOU shall be in writing and either personally delivered or sent via e-mail, facsimile or certified mail, postage prepaid and return receipt requested at the address specified below or such other address designated in writing.

If to SMUD: Sacramento Municipal Utility District
Attention: Kelvin Marshall
PO Box 15830, MS A-102
Sacramento CA 95852-1830
Tele: (916) 732-6752
Email: kelvin.marshall@smud.org

If to School District:

Mr. Robert Pierce
Elk Grove Unified School District
9510 Elk Grove-Florin Road
Elk Grove, CA 95624
(916) 686-7711
e-mail: rdpierce@egusd.net

F. Termination.

Provided there are no outstanding contributions for energy efficiency support services, this MOU may be terminated by either Party with thirty (30) days prior written notice.

G. Definitions.

Terms which are defined in any part of this MOU shall have the defined meaning whenever used with initial capital letters throughout this MOU.

H. Construction.

In the event of a dispute between the Parties as to the language of this MOU or the construction or meaning of any term hereof, this MOU shall be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any Party to this MOU.

I. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. No assignment or delegation of the obligation to make any payment or reimbursement hereunder will release the assigning Party without the prior consent of the other Party.

J. No Business Relationship.

Nothing contained in this MOU shall be construed to constitute the Parties as partners, joint venturers, co-owners, agents or otherwise as participants in a joint or common undertaking.

K. Severability.

If any provision of this MOU is deemed invalid or unenforceable, the balance of this MOU shall remain in full force and effect.

L. Integration.

This MOU constitutes the entire understanding among the Parties pertaining to the subject matter hereof and supersedes all prior understandings and representations of the Parties with respect to the subject matter hereof. Any representation, promise, or condition not incorporated into this MOU shall not be binding on any Party.

M. Headings.

The subject headings of the sections of this MOU are included for the purposes of convenience, and shall not affect the construction and interpretation of any of its provisions.

N. Warranty of Authority.

Each person signing this MOU represents and warrants that he or she has been duly authorized to enter into this MOU by the entity on whose behalf it is indicated the person is signing.

O. Amendment.

This MOU may not be modified, amended or supplemented, or otherwise changed except by the written agreement of each of the Parties.

P. Execution and Counterparts.

This MOU may be executed and delivered in facsimile counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same MOU. Any Party executing and delivering this MOU by facsimile shall deliver an original signature page to the other Party hereto as soon as practicable. However, the failure by such Party to deliver such original signature shall have no effect on the validity, binding effect or enforceability of this MOU as to such Party.

IN WITNESS WHEREOF, the Parties hereto enter into this MOU as of the Effective Date.

SACRAMENTO MUNICIPAL UTILITY DISTRICT

By _____ Date _____
Arlen Orchard, General Manager and CEO
Sacramento Municipal Utility District - SMUD

ELK GROVE UNIFIED SCHOOL DISTRICT

By _____ Date _____
Steven Ladd, Ed.D, Superintendent
Elk Grove Unified School District

EXHIBIT A EE PROJECTS

Additional Support Services Offered by SMUD, in lieu of incentives:

Energy Services

- Provision of energy usage data to CEC (Step 1¹)
- Provide 12 months historical hourly electricity usage data to CEC in correct format
- Provide post-installation electricity usage data
- Provide site level energy savings report (Step 8, difference between pre- and post-installation site energy use)
- Assistance with estimating energy savings and demand reduction, energy usage intensity (EUI).
- Assistance in ranking schools for project identification.
- Assistance in requesting free CCC audits for facilities that qualify
- Guidance in performing Energy Surveys and assistance in use of CEC calculators
- Packaging projects (Steps 6 and 7)
- Coordinate with PG&E to include estimate of gas incentives (comes out of costs for calculating SIR).
- Assistance in preparing Energy Expenditure Plans
- Review Energy Expenditure Plans for quality and completeness prior to submitting to CEC
- Assistance responding to CEC inadequacy judgment of Energy Expenditure Plan
- Tracking and reporting (Step 8)

Administrative Support Services

- Advocating for LEA needs with the CEC
- Assistance in understanding program guidelines and requirements, process structure and timeline (e.g. workshops, fact sheets, templates, guides, web site, access to Prop 39 experts for assistance).
- Assistance with forms and reporting requirements
- Coordinate with PG&E to combine gas and electric data in benchmarking tools, provide common format for project reporting, and align support services for schools that are offered by each utility.

¹ The "steps" refers to the eight step process outlined by the CEC in Proposition 39: California Clean Energy Jobs Act – 2013 Program Implementation Guidelines (November 2013).

Workforce Development and Energy Literacy Services

- High school auditor training program
- Student learning opportunities at retrofitted schools
- Host training (e.g. facility manager training)

Agenda Item No: _____

Supplement No. _____

Meeting Date September 2, 2014

Board Agenda Item

Subject:

Department: Curriculum/Professional Learning

Pupil Textbook and Instructional Materials

Action Requested:

The Board of Education is requested to approve Resolution No. 10 certifying that K-12 State Instructional Materials Fund monies are expended in compliance with the Pupil Textbook and Instructional Materials Incentive Program Act, ensuring that each pupil will have sufficient instructional materials.

Discussion:

Education Code Section 60119 specifies that the Board of Education shall hold a public hearing and shall determine through a resolution that each pupil in each school in the district has sufficient textbooks or instructional materials or both, in each subject (English/language arts, mathematics, history/social science, and science), that are consistent with the content and cycles of the curriculum framework adopted by the California State Board of Education. The Board of Education did hold such public hearing during its August 19, 2014, Board meeting.

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

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

Financial Summary:

Prepared By: Jerrilyn M. Ewing *JME*

Budget Approval: Rich Fagan

Prepared By: _____

Department Approval: Mark Cerutti *M.C.*

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

ELK GROVE UNIFIED SCHOOL DISTRICT

Elk Grove, California

RESOLUTION NO. 10, 2014-2015

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

WHEREAS, the governing board of the Elk Grove Unified School District, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on **August 19, 2014**, at 6:00 p.m., which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that for the **2014-2015** school year, the Elk Grove Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

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

Date: _____

Textbooks for four core content areas per pupil:

Elementary School

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

Textbooks for four core content areas per pupil:

Middle School

Discipline	Title	GL	©	ISBN	Publisher
Language Arts	Literature & Language Arts: Student Ed.	7	2003	0-03-056492-1	Holt, Rinehart, Winston
	Literature & Language Arts: Student Ed.	8	2003	0-03-056493-X	Holt, Rinehart, Winston
Language Arts	Language! 3rd Ed: Student Book A	7-8	2005	1-59318-262-7	Sopris West
(Intervention)	Language! 3rd Ed: Student Book B	7-8	2005	1-59318-320-8	Sopris West
	Language! 3rd Ed: Student Book C	7-8	2005	1-59318-321-6	Sopris West
	Language! 3 rd Ed: Student Book D	7-8	2005	1-59318-371-2	Sopris West
Language Arts	Inside: Fundamentals 2, Student Edition	7-8	2014	978-12854-39440	National Geographic
(ELD)	Inside: Reading & Language A , Student Edition	7-8	2014	978-12854-37095	National Geographic
	Inside: Writing A, Student Edition	7-8	2014	978-12854-37149	National Geographic
	Inside: Reading & Language B , Student Edition	7-8	2014	978-12854-37101	National Geographic
	Inside: Writing B, Student Edition	7-8	2014	978-12854-37156	National Geographic
	Inside: Reading & Language C , Student Edition	7-8	2014	978-12854-37125	National Geographic
	Inside: Writing C, Student Edition	7-8	2014	978-12854-37163	National Geographic
Math	Go Math 7: Student Edition	7	2015	978-054-4202610	Houghton Mifflin Harcourt
	Go Math 7 Accelerated: Student Edition	7	2015	978-054-4247963	Houghton Mifflin Harcourt
	Go Math 8: Student Edition	8	2015	978-054-4206984	Houghton Mifflin Harcourt
	Algebra 1: Student Edition	7-8	2001	0-13-044263-1	Prentice Hall
	Geometry: Student Edition	8	2001	0-395-93777-9	McDougal Littell
Science	Life Science: Student Edition	7	2007	0-03-046523-0	Holt, Rinehart, Winston
	Physical Science: Student Edition	8	2007	0-03-046528-1	Holt, Rinehart, Winston
	Earth Science: (Honors) Student Edition	8	2006	0-13-166755-6	Pearson/Prentice-Hall
Social Science	World History: Student Edition	7	2006	0-03-073399-5	Holt, Rinehart, Winston
	U.S. History: Student Edition	8	2006	0-03-041228-5	Holt, Rinehart, Winston

Textbooks for four core content areas per pupil:

High School

Discipline	Title	GL	©	ISBN	Publisher
Language Arts	Literature & Language Arts: Student Ed.	9	2003	0-03-056494-8	Holt, Rinehart, Winston
	Literature & Language Arts: Student Ed.	10	2003	0-03-056496-4	Holt, Rinehart, Winston
	Literature & Language Arts: Student Ed.	11	2003	0-03-056497-2	Holt, Rinehart, Winston
	Literature & Language Arts: Student Ed.	12	2003	0-03-056498-0	Holt, Rinehart, Winston
	The Language of Composition: Student Ed.	AP 11	2008	0-312-45094-X	Bedford/St. Martins
	Bedford Intro. to Literature: Student Ed.	AP 12	2008	0-312-47200-5	V.H.P.S.
Language Arts	Language! 3rd Ed: Student Book A	9-12	2005	1-59318-262-7	Sopris West
(Intervention)	Language! 3rd Ed: Student Book B	9-12	2005	1-59318-320-8	Sopris West
	Language! 3rd Ed: Student Book C	9-12	2005	1-59318-321-6	Sopris West
	Language! 3rd Ed: Student Book D	9-12	2005	1-59318-371-2	Sopris West
	Language! 3rd Ed: Student Book E	9-12	2005	1-59318-375-5	Sopris West
Language Arts	Edge: Fundamentals, Student Ed.	9-12	2014	978-12854-39600	National Geographic
(ELD)	Edge: Level A, Student Ed.	9-12	2014	978-12854-39488	National Geographic
	Edge: Level B, Student Ed.	9-12	2014	978-12854-39587	National Geographic
	Edge: Level C, Student Ed.	9-12	2014	978-12854-39594	National Geographic
Math	Algebra I: CA Student Edition	9-12	2001	0-13-044263-1	Pearson/Prentice-Hall
	Geometry-Concepts & Skills: Student Edition	9-12	2001	0-618-08758-3	McDougal Littell
	Geometry: Student Edition	9-12	2001	0-395-93777-9	McDougal Littell
	Algebra 2: Student Edition	9-12	2001	0-395-93778-7	McDougal Littell
	Trigonometry: Student Edition	9-12	2007	0-618-64333-8	McDougal Littell
	Precalculus w/Limits, A Graphing Approach: Student Edition	9-12	2005	0-618-49899-0	McDougal Littell
	Elementary Statistics, a Step by Step Approach: Student Edition	11-12	2006	0-07-327160-8	Glencoe/McGraw-Hill
	The Practice of Statistics, T183/89 Graphing: Student Edition	AP	2003	0-7167-4773-1	VHPS
	Calculus: Student Edition	AP	2006	0-618-50300-5	McDougal Littell
Science	Earth Science: Student Ed.	9-12	2006	0-13-166755-6	Pearson/Prentice-Hall
	Biology Dynamics of Life: Student Ed.	9-12	2000	0-02-828242-6	Glencoe/McGraw-Hill
	Modern Biology: (Honors) Student Ed.	9-12	2006	0-03-065178-6	Holt, Rinehart, Winston
	Astronomy Today: Student Ed.	9-12	2002	0-13-094334-7	Prentice-Hall
	Biochemistry: Student Ed.	9-12	2000	0-07-228331-9	McGraw-Hill
	Modern Chemistry: Student Ed.	9-12	1999	0-03-051122-4	Holt, Rinehart, Winston
	Environmental Science: Student Ed.	9-12	2005	0-07-293074-8	McGraw-Hill
	Essentials in Geology: Student Ed.	9-12	2000	0-13-028287-1	Prentice-Hall
	Foundations in Microbiology: Student Ed.	9-12	2005	0-07-255298-0	McGraw-Hill
	Recombinant DNA & Biotechnology: Student Ed.	9-12	1996	1-55581-110-8	American Society
	Physics: Principles & Problems, Student Ed.	9-12	1999	0-02-825473-2	Glencoe/McGraw-Hill
	Conceptual Physics: Student Ed.	9-12	1998	0-321-00971-1	Addison Wesley
	Fundamentals of Anatomy & Physiology: Student Ed.	10-12	2006	0-13-195644-2	Prentice-Hall
	Chemistry in the Community: Student Ed	11-12	2006	0-7167-8919-1	VHPS
	Criminalistics: Student Ed.	11-12	2004	0-13-113706-9	Prentice-Hall
	Biology by Campbell: Student Ed.	AP	2011	013-137504-0	Pearson

Textbooks for four core content areas per pupil:

High School

Discipline	Title	GL	©	ISBN	Publisher
Science	Chemistry- A Molecular Approach 3 rd Ed.: Student Ed.	AP	2014	978-013-310192-8	Pearson
	College Physics: Student Ed.	AP	2012	978-084-0068750	Cengage
	Environmental Science, Earth as a Living Planet: Student Ed.	AP	2003	0-471-38914-5	Wiley & Sons
Science (EL)	Earth Science: Student Edition	9-12	2003	0-13-023815-5	Pearson/AGS Globe
Social Science	World Geography & Cultures: Student Ed.	9	2008	0-07-874529-2	Glencoe/McGraw-Hill
	Modern World History: Student Ed.	10	2006	0-618-55715-6	McDougal Littell
	American Anthem: Student Ed.	11	2007	0-03-043299-5	Holt, Rinehart, Winston
	Magruder's American Gov't: Student Ed	12	2006	0-13-133579-0	Pearson/Prentice-Hall
	Economics-Principles in Action: Student Ed.	12	2007	0-13-133487-5	Pearson/Prentice-Hall
	Understanding Psychology: Student Ed.	9-12	2008	0-07-874517-9	Glencoe/McGraw-Hill
	The Earth & Its Peoples: Student Ed.	AP	2008	0-618-77148-6	McDougal Littell
	The American Pageant: Student Ed.	AP	2006	0-618-47940-6	McDougal Littell
	Government in America-People, Politics & Policy: Student Ed.	AP	2008	0-13-134760-1	Pearson/Prentice-Hall
	Comparative Politics: Student Ed.	AP	2006	0-495-09162-6	Thompson/Wadsworth
	Economics: AP Student Ed.	AP	2008	0-07-329392-9	McGraw-Hill
	Psychology: Student Ed.	AP	2007	0-13-196070-9	Pearson/Allyn & Bacon
Social Science (EL)	Pacemaker World Geography: St. Ed.	9-12	2002	0-13-023674-8	AGS Globe Fearon
	Pacemaker World History: St. Ed.	9-12	2008	0-7854-6391-7	AGS Globe Fearon
	Pacemaker US History, St: Ed.	9-12	2004	0-13-024410-4	AGS Globe Fearon
	Pacemaker American Gov't, St: Ed.	9-12	2001	0-7854-3871-8	AGS Globe Fearon
	Pacemaker Economics: St. Ed.	9-12	2001	0-13-023613-6	AGS Globe Fearon

Textbooks for four core content areas per pupil:

High School

Textbooks for World Languages and Health per pupil:

Discipline	Title	GL	©	ISBN	Publisher	
World Languages	Realidades: Level 1 (Spanish)	9-12	2014	978-013-3199659	Pearson	
	Realidades: Level 2 (Spanish)	9-12	2014	978-013-3199666	Pearson	
	Realidades: Level 3 (Spanish)	9-12	2014	978-013-3199673	Pearson	
	Realidades: Level 4 (Spanish)	9-12	2014	978-013-3199680	Pearson	
	Abriendo puertas: Antología de literature en espanol Tomo Level 1 (Spanish V Honors)	9-12	2003	0-618-22206-5	McDougal Littell	
	Abriendo puertas: Antología de literature en espanol Tomo Level 2 (Spanish V Honors)	9-12	2003	0-618-22207-3	McDougal Littell	
	Temas (AP Spanish)	AP	2014	978-161-8572226	Vista Higher Learning	
	TuMundo: (Spanish for Native Speakers)	9-12	1997	0-669-43334-9	Heath	
	Nuestra Nundo: (Spanish for Native Speakers)	9-12	1997	0-669-43336-5	Heath	
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	Bien dit!: Level 1 (French)	9-12	2013	978-054-7871790	Houghton Mifflin Harcourt	
	Bien dit!: Level 2 (French)	9-12	2013	978-054-7871677	Houghton Mifflin Harcourt	
	Bien dit!: Level 3 (French)	9-12	2013	978-054-7871691	Houghton Mifflin Harcourt	
	Intrigue 3e: Level 4 (French)	9-12	2011	978-020-5741328	Pearson	
	Intrigue 3e (AP French)	AP	2011	978-020-5741328	Pearson	
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	Deutsch Aktuell: Level 1 (German)	9-12	2010	0-8219-1449-9	EMC Paradigm	
	Deutsch Aktuell: Level 2 (German)	9-12	2010	0-8219-1488-X	EMC Paradigm	
	Deutsch Aktuell: Level 3 (German)	9-12	2010	0-8219-1701-3	EMC Paradigm	
	Kaleidoskop (AP German)	AP	2007	0-618-66882-9	Houghton Mifflin	
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Haruichiban: Level 1 (Japanese)	9-12	2014	978-096-7860664	Kisetsu		
Ginga: Level 2 (Japanese)	9-12	2014	978-096-7860664	Kisetsu		
Adventures in Japanese: Level 3 (Japanese)	9-12	2004	0-88727-399-8	JP Trading Inc.		
Yookoso! Continuing with Contemporary Japanese (AP Japanese)	AP	2004	0-07-297496-6	McGraw-Hill		
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Discipline	Title	GL	©	ISBN	Publisher	
Health	Glencoe Health: Student Edition	9-12	2004	0-07-826326-3	Glencoe/McGraw-Hill	

Instructional Support Materials in the four core content areas:

Elementary School

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

Instructional Support Materials in the four core content areas:

Middle School

Discipline	Title	GL	©	ISBN	Publisher
Core Novels	<i>A Day No Pigs Would Die</i>	7	1972	0-69433	Perma-Bound
	<i>Catherine, Called Birdy</i>	7	1994	0-47510	Perma-Bound
	<i>Dragonwings</i>	7	1975	0-81921	Perma-Bound
	<i>The Giver</i>	7	1997	1-17894	Perma-Bound
	<i>Lupita Manana</i>	7	1992	1-84701	Perma-Bound
	<i>Midsummer Night's Dream</i>	7	1997	1-96701	Perma-Bound
	<i>The Miracle Worker</i>	7	1956	1-97901	Perma-Bound
	<i>Walk Two Moons</i>	7	1994	3-18346	Perma-Bound
	<i>Adventures of Tom Sawyer</i>	8	1988	0-3004X	Perma-Bound
	<i>Dance Hall of the Dead</i>	8	1973	0-67275	Perma-Bound
	<i>Diary of Anne Frank</i>	8	1952	0-15601	Perma-Bound
	<i>The Hobbit</i>	8	1966	1-38401	Perma-Bound
	<i>House on Mango Street</i>	8	1989	1-41340	Perma-Bound
	<i>Light in the Forest</i>	8	1953	1-77201	Perma-Bound
	<i>The Outsiders</i>	8	1967	2-27501	Perma-Bound
	<i>Pigman</i>	8	1968	2-35001	Perma-Bound
<i>Roll of Thunder, Hear My Cry</i>	8	1997	2-56701	Perma-Bound	
Language Arts	Language! 3 rd Ed: Interactive Reader Book A	7-8	2005	1-59318-264-3	Sopris West
(Intervention)	Language! 3 rd Ed: Content Mastery Book A	7-8	2005	1-59318-294-5	Sopris West
	Language! 3 rd Ed: Summative Test Book A	7-8	2005	1-57035-540-1	Sopris West
	Language! 3 rd Ed: Interactive Reader Book B	7-8	2005	1-59318-322-4	Sopris West
	Language! 3 rd Ed: Content Mastery Book B	7-8	2005	1-59318-295-3	Sopris West
	Language! 3 rd Ed: Summative Test Book B	7-8	2005	1-59035-541-X	Sopris West
	Language! 3 rd Ed: Interactive Reader Book C	7-8	2005	1-59318-323-2	Sopris West
	Language! 3 rd Ed: Content Mastery Book C	7-8	2005	1-59318-296-1	Sopris West
	Language! 3 rd Ed: Summative Test Book C	7-8	2005	1-57035-542-8	Sopris West
	Language! 3 rd Ed: Interactive Reader Book D	7-8	2005	1-59318-372-0	Sopris West
	Language! 3 rd Ed: Content Mastery Book D	7-8	2005	1-59318-297-X	Sopris West
	Language! 3 rd Ed: Summative Test Book D	7-8	2005	1-59318-381-X	Sopris West
Language Arts	Inside: Fundamentals 2, Practice Book	7-8	2014	978-12857-34682	National Geographic
(ELD)	Inside: Level A, Practice Book	7-8	2014	978-12854-38948	National Geographic
	Inside: Level A, Writers Workout	7-8	2014	978-12854-39020	National Geographic
	Inside: Level B, Practice Book	7-8	2014	978-12854-38955	National Geographic
	Inside: Level B, Writers Workout	7-8	2014	978-12854-39037	National Geographic
	Inside: Level C, Practice Book	7-8	2014	978-12854-38979	National Geographic
	Inside: Level C, Writers Workout	7-8	2014	978-12854-39044	National Geographic
Reference Materials	Random House Webster's College Dictionary (1 per 3 student ratio in Honors English-Language Arts Classes)	7-8	2001	0-375-42560-8	Random House
	Webster's New World Thesaurus, Roget A-Z (1 per 5 student ratio)	7-8	1999	0-02-863122-6	MacMillan-IDG
Math	Go Math: Workbook	7	2015	978-054-4470804	Houghton Mifflin Harcourt
	Go Math: Accelerated Workbook	7	2015	978-054-4470606	Houghton Mifflin Harcourt
	Go Math: Workbook	8	2015	978-054-4470705	Houghton Mifflin Harcourt

Instructional Support Materials in the four core content areas:

High School

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

Instructional Support Materials in the four core content areas:

High School

Discipline	Title	GL	©	ISBN	Publisher
Language Arts	Edge: Fundamentals, Practice Book	9-12	2014	978-12857-60476	National Geographic
(ELD)	Edge: Level A, Practice Book	9-12	2014	978-12854-40064	National Geographic
	Edge: Level B, Practice Book	9-12	2014	978-12854-43423	National Geographic
	Edge: Level C, Practice Book	9-12	2014	978-12854-43454	National Geographic
Reference Materials	Random House Webster's College Dictionary (provided at 1:3 ratio)	9-12	2001	0-375-42560-8	Random House
	Websters New World Thesaurus, Roget A-Z (provided at 1:5 ratio)	9-12	1999	0-02-863122-6	MacMillan-IDG

Sufficient Laboratory Science Equipment:

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

Board Agenda Item

Subject: _____ **Department:** Student Services

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

Action Requested:

The Board of Education is requested to approve the 2014-2015 Elk Grove Unified School District Annual Service Delivery/Budget Plan for Special Education.

Discussion:

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

A public hearing and discussion regarding this topic was conducted on August 19, 2014. The Board of Education is now requested to approve the 2014-2015 plan as submitted.

Note: The plan was included in the August 19, 2014 agenda

Financial Summary:

Prepared By: Bill Tollestrup *WT* Division Approval: Mark Cerutti *M.C.*

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

Board Agenda Item

Subject: Constitution Day **Division:** Curriculum/Professional Learning

Action Requested:
The Board of Education is requested to adopt a resolution that designates September 17, 2014, as Constitution Day.

Discussion:
September 17, 2014, will be the 227th anniversary of the writing of the Constitution of the United States of America. The finalizing of the Constitution had taken place after months of deliberation and discussion. It would be many more months before the Constitution was ratified by the states. In March 1789, the Constitution was declared to be in effect by the First U.S. Congress.

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

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

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

Financial Summary:
No financial impact is anticipated.

Prepared By: Anna Trunnell *AT* Division Approval: Mark Cerutti *M.C.*
Prepared By: _____ Superintendent Approval: Steven. M. Ladd, Ed.D. *SML*

ELK GROVE UNIFIED SCHOOL DISTRICT
ELK GROVE, CALIFORNIA
RESOLUTION NO. 11, 2014-2015

ESTABLISHMENT OF CONSTITUTION DAY

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

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

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

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

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

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

THEREFORE, BE IT RESOLVED by the Governing Board of Elk Grove Unified School District that September 17, 2014, is designated as Constitution Day; and

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

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

Board Agenda Item

Subject:
Hispanic Heritage Month

Division: Curriculum/Professional Learning

Action Requested:

The Board of Education is requested to adopt a resolution that designates September 15 through October 15, 2014, as Hispanic Heritage Month.

Discussion:

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

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

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

Financial Summary:

No financial impact is anticipated.

Prepared By: Anna Trunnell 

Division Approval: Mark Cerutti 

Prepared By: _____

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

ELK GROVE UNIFIED SCHOOL DISTRICT
ELK GROVE, CALIFORNIA
RESOLUTION NO. 12, 2014-2015

ESTABLISHMENT OF HISPANIC HERITAGE MONTH

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

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

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

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

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

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

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

THEREFORE, BE IT RESOLVED by the Governing Board of Elk Grove Unified School District that September 15 through October 15, 2014, is designated as Hispanic Heritage Month and that all educational sites are encouraged to recognize the contributions of Hispanic Americans through our curriculum and activities at the school; and

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

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

Agenda Item No: _____

Board Agenda Item

Supplement No. _____

Meeting Date 9-2-14

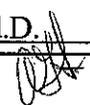
Subject: Approval of Minutes Department: Board of Education

Action Requested: Approve minutes of the regular board meetings held June 3, July 1, and August 19, 2014, and the special board meetings held June 1 and July 10 and 15, and August 12 (2 meetings), 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. New Hire(s) [36]
2. Deceased
3. Leave(s) of Absence
4. Rehire(s)
5. Resignation(s)
6. Retirement(s)

CLASSIFIED:

APPROVE:

1. New Hire(s) [25]
2. Leaves(s) of Absence
3. Promotion(s)
4. Resignation(s)
5. Retirement(s)
6. Returning from Leaves(s) of Absence
7. Returning from Reemployment List(s)
8. Status Change(s)

Financial Summary:

Prepared by: Bindy Grewal, Ed.D.  Departmental Approval:  Brandon Krueger, Ed.D.

Prepared by: Evelyn Laluan  Superintendent Approval: Steven M. Ladd, Ed.D. 

Agenda Item No.: _____

Board Agenda Item

Supplement No.: _____

Meeting Date: September 2, 2014

Subject: **Variable Term Credential Waiver** **Department:** Human Resources

Action Requested:
The Board is asked to approve a Variable Term Waiver for Valerie Napiewocki, a French Teacher for Laguna Creek High School.

Discussion:
Laguna Creek High School is requesting a credential waiver be granted for Valerie Napiewocki for the 2014/2015 school year.
Ms. Napiewocki holds a Bachelor's Degree in French from UC Davis and a Master's Degree in Education from University of Phoenix. She has previously taught French I – IV and AP in a Private School Setting.
The Variable Term Waiver will allow Ms. Napiewocki the time needed to enroll in a credentialing program to pursue a Single Subject French credential.

Financial Summary:
No fiscal impact.

Prepared By: Bindy Grewal, Ed.D. *BG* Division Approval: _____ Brandon Krueger, Ed.D. *BK*
Prepared By: _____ Superintendent Approval: _____ Steven M. Ladd, Ed.D. *SL*

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 18

Board Agenda Item

Supplement No. _____

Meeting Date September 2, 2014

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 July 25, 2014 through August 15, 2014.

Discussion:
 The Purchase Order History and Cost Modifications for the month July 25, 2014 through August 15, 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	388	\$ 1,242,608.14
09 Elk Grove Charter School Fund	3	\$ 2,565.24
11 Adult Education Fund	21	\$ 78,485.15
12 Child Development Fund	39	\$ 38,718.04
13 Food and Nutrition Services Fund	11	\$ 63,121.59
25 Developer Fee Capital Facilities Fund	5	\$ 253,604.00
40 Special Reserve Fund-Capital Outlay	1	\$ 479,849.00
49 Facilities Special Project Fund	1	\$ 239,924.50
67 Self Insurance Fund	3	\$ 760.91
Total Encumbrances		\$ 2,399,636.57

Modifications:

<u>Fund</u>	<u>Purchase Orders Modified</u>	<u>Purchase Order Modification Costs</u>
01 General Fund	66	\$ 2,039,608.53
13 Food Nutrition Services Fund	6	\$ 146,000.00
25 Developer Fee Capital Facilities Fund	1	\$ 7,180.00
35 State School Facilities Construction Fund	1	\$ 70,603.00
49 Facilities Special Project Fund	3	\$ 11,898.68
Total Modifications		\$ 2,275,290.21
Financial Summary Grand Total		\$ 4,674,926.78

Prepared By: *Ruth Dew* Division Approval: Rich Fagan

Prepared By: Ruth Dew Superintendent Approval: Steven M. Ladd Ed.D. *smj*

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 19

Board Agenda Item

Supplement No.

Meeting Date: September 2, 2014

Subject: Investment Policy Department: Fiscal Services

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

Discussion: Under state law, the District's surplus funds are deposited in the County Treasury... As of June 30, 2014, EGUSD has \$112,837,485 from all District Funds...

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

Prepared By: Shelley Clark, Carrie Hargis Division Approval: Rich Fagan, Steven M. Ladd, Ed.D.

ELK GROVE UNIFIED SCHOOL DISTRICT

Fiscal Services Department

August 21, 2014

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

Fund	Fund Name	9/30/2013	12/31/2013	3/31/2014	6/30/2014
01	General Fund	\$ 101,005,855	\$ 70,622,244	\$ 63,688,392	\$ 23,182,334
09	Elk Grove Charter School	\$ 3,003,412	3,185,391	3,146,324	2,883,227
11	Adult Education Fund	\$ 1,561,916	\$ 1,631,298	\$ 1,080,459	\$ 565,012
12	Child Development Fund	\$ (682,290)	\$ (23,218)	\$ (131,116)	\$ 17,326
13	Food & Nutrition Services Fund	\$ 281,479	\$ 509,451	\$ 290,073	\$ 1,432,015
14	Deferred Maintenance Fund	\$ 930,426	\$ 930,426	\$ 917,401	\$ 916,713
17	Special Reserve - Non Capital	\$ -	\$ -	\$ -	\$ -
25	Developer Fees Capital Facilities Fund	\$ 24,533,162	\$ 25,097,569	\$ 26,082,201	\$ 14,716,511
35	State School Construction Fund	\$ 18,827,670	\$ 28,687,629	\$ 25,952,005	\$ 45,401,918
40	Special Reserve Fund	\$ 313,615	\$ 1,172,347	\$ 1,208,152	\$ 1,229,091
47	Mello Roos Bond Sale Proceeds (#6)	\$ (38,380)	\$ 46,302	\$ 43,384	\$ 31,627
49	Special Projects Fund	\$ 18,976,074	\$ 7,130,299	\$ 20,353,095	\$ 10,405,338
52	Debt Service Fund	\$ -	\$ 910,715	\$ 93,715	\$ 93,715
67	Self Insurance Fund	\$ 12,167,234	\$ 10,492,417	\$ 13,853,059	\$ 11,962,657
Total		\$ 180,880,172	\$ 150,392,871	\$ 156,577,143	\$ 112,837,485

Cash with County Treasurer (Mello-Roos Investments)

Series 87	\$ 910,434	\$ -	\$ 506	\$ 1,220,115
Series 91	\$ -	\$ -	\$ -	\$ -
Series 94	\$ -	\$ -	\$ -	\$ -
Series 95	\$ 3,109,383	\$ 8,153	\$ 3,546,757	\$ 3,122,549
Series 98/2012 Refunding	\$ 9,535,300	\$ 7,610,911	\$ 8,974,080	\$ 9,614,471
Series 01	\$ 4	\$ -	\$ -	\$ -
Series 03	\$ 1,391,456	\$ 3,506	\$ 776,346	\$ 1,411,481
Series 05	\$ 2,170,539	\$ 649,429	\$ 1,594,876	\$ 2,177,358
Series 08	\$ 4,730,602	\$ 3,538,341	\$ 4,551,628	\$ 4,526,642
Total	\$ 21,847,719	\$ 11,810,341	\$ 19,444,192	\$ 22,072,616

Total Cash All	\$ 202,727,891	\$ 162,203,211	\$ 176,021,336	\$ 134,910,101
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Total County Pool	\$ 2,001,997,902	\$ 2,629,844,328	\$ 2,398,582,671	\$ 2,482,277,534
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EGUSD % of Total Pool	10.13%	6.17%	7.34%	5.43%
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ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 20
Supplement No. _____
Meeting Date: September 2, 2014

Board Agenda Item

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

ELK GROVE UNIFIED SCHOOL DISTRICT
Fiscal Services

September 2, 2014 Board of Education Meeting
Agenda Item – Ratification of Contracts
Contracts under bid limit authorized through 8/20/14

	Agreement With	Services Provided	Term of Agreement	Department	Funding Source	Amount
1.	Emerson Network Power	Data center UPS battery replacement	8/12/14-6/30/15	Technology Services	General Fund, Unrestricted	\$37,035
2.*	KVIE	Ready to Learn community partner activities	8/10/14-6/30/15	PreK-6 Education	n/a	-
3.*	Black Belt in Fitness	Afterschool fitness classes for Prairie Elementary School	8/12/14-5/28/15	Learning Support Services	Afterschool Program Grant Funds	\$15,000
4.	WHY SAC	Interagency collaboration for Healthy Start Resource centers	8/10/14-8/9/19	Student Support & Health Services	n/a	-
5.	Susan Carlson (independent contractor agreement)	Graphic art design for the EGACE catalogs	8/11/14-6/30/15	Secondary Education	Adult Education, Fee Based Programs	\$5,000
6.	Ted Sneed, DPM, PhD (independent contractor agreement)	Medical evaluations associated with workers compensation matters	8/6/14-6/30/15	Risk Management	Self-Insurance Fund	\$5,000
7.*	Black Belt in Fitness	Afterschool fitness classes for James Rutter Middle School	2014/15 school year	Learning Support Services	ASES Afterschool Grant Funds	\$10,800
8.	Tyler Norman Castelo (independent contractor agreement)	Presentations to students in the area of animation for Sheldon High School	8/15/14-8/22/14	Secondary Education	General Fund, Unrestricted, Site Funds	\$1,000
9.	Real Inspiration, Inc.	Train and facilitate senior program for Sheldon High School	9/5/14	Learning Support Services	General Fund, Unrestricted	\$2,200
10.	Black Belt in Fitness	Afterschool fitness classes for David Reese Elementary School	8/15/14-12/19/14	Learning Support Services	ASES Afterschool Grant Funds	\$9,000
11.	Los Rios Community College District	Facility use for GED test preparation classes (EGACE)	9/16/14-12/18/14	Secondary Education	n/a	-
12.	Emerson Network Power	UPS battery maintenance agreement for five locations	8/1/14-7/31/15	Technology Services	General Fund, Unrestricted	\$11,749
13.*	Studio T Urban Dance	Afterschool fitness classes for James Rutter Middle School	2014/15 school year	Learning Support Services	Afterschool Grant Funds	\$5,800
14.*	Coast 2 Coast Soccer	Afterschool soccer activities for David Reese Elementary School	8/15/14-12/19/14	Learning Support Services	Afterschool Grant Funds	\$4,050
15.	Wells Fargo Insurance Services	Football and soccer insurance for high school athletes	8/15/14-8/14/15	Risk Management	General Fund, Unrestricted	\$5,737

*Memorandum of Understanding

(continued Page 1 of 2)

ELK GROVE UNIFIED SCHOOL DISTRICT
Fiscal Services

September 2, 2014 Board of Education Meeting
Agenda Item – Ratification of Contracts
Contracts under bid limit authorized through 8/20/14

	Agreement With	Services Provided	Term of Agreement	Department	Funding Source	Amount
16.	Improve Your Tomorrow	College prep program specifically designed for minority and low income males (Valley High School)	8/14/14-6/30/15	Learning Support Services	General Fund, Unrestricted	\$10,000
17.	EDJOIN /San Joaquin COE	Online job posting and applicant tracking	2014/15 fiscal year	Human Resources	General Fund, Unrestricted	\$7,356
18.	Deirdre Asay (independent contractor agreement)	EGACE – Always Learning photography instructional services	8/22/14-6/30/15	Secondary Education	Adult Education, Fee Based Programs	\$3,000
19.	AEI-CASC Engineering, Inc.	Storm water management consultant	8/20/14-6/30/15	Risk Management	General Fund, Unrestricted	\$20,000

*Memorandum of Understanding

(continued Page 2 of 2)

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 21

Board Agenda Item

Supplement No. _____

Meeting Date: September 2, 2014

Subject: Department: Finance & School Support
Ratification of Non Public School/Non Public Agency (NPS/NPA) Contracts.

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

Discussion:
On May 6, 2014, the Board of Education approved the 2014-15 Master Contract for Non Public Schools and Non Public Agencies. These contracts are not predetermined, fixed amounts, but rather for hourly or daily rates for services as approved by a students' Individualized Education Plan (IEP). The rates are set by the District. The following agreements were signed by authorized district staff and staff is requesting Board ratification:

Provider Name	PO#	Estimated Amount
B.E.S.T Consulting, Behavior Education Services	#501848	\$ 87,000.00
Access Language Connections	#501847	\$ 728,000.00
Jane Johnson Speech Services	#501852	\$ 82,880.00

Financial Summary:
Costs are funded from Special Education.

Prepared By: _____ Division Approval: Rich Fagan *RF*

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

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 22

Board Agenda Item

Supplement No. _____

Meeting Date: September 2, 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>
Cash Donation	Schools Financial Credit Union	EGUSD Attendance Campaign	\$250.00	8/13/14
Cash Donation	Raley's/Bel Air	Toby Johnson Middle School (Science Department)	\$285.88	8/15/14
Cash Donation	Terra Cycle, Inc.	Toby Johnson Middle School (Electives)	\$53.41	8/15/14
Gift Donation (one family pass)	Fairytale Town	EGUSD Attendance Campaign	\$22.00	8/19/14
Cash Donation	Pacific Excavation, Inc.	EGUSD Attendance Campaign	\$250.00	8/19/14
Gift Donation (one family pass)	California Automobile Museum	EGUSD Attendance Campaign	\$32.00	8/19/14
Cash Donation	Lozano Smith, LLP Attorneys at Law	EGUSD Attendance Campaign	\$1,000.00	8/19/14
Gift Donation (two family passes)	Sacramento Children's Museum	EGUSD Attendance Campaign	\$56.00	8/19/14

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

Board Agenda Item

Subject:
DISPOSAL OF OBSOLETE/SURPLUS PROPERTY. Department: Finance & School Support

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

Discussion:
 Pursuant to Section 39510 of the Education Code, the Board of Education is asked to authorize Ruth Dew, Director of Purchasing & Warehouse to surplus and/or dispose of these items.
 All computers have been deemed uneconomical to repair by the Technology Services Department. Per Technology Services, all sensitive data and/or licenses have been removed from hard drives prior to being picked up from the department/site.
 We have engaged local non-profits in an effort to determine their interest in refurbishing these computers to be redistributed to students of need. To date, we have seen no interest since most usable parts are removed prior to disposal.
 Records of these items are in the Purchasing & Warehouse Department should you need to review them.

Desktop Computers: 893	Office Furniture/Equipment: 52
Laptop Computers: 61	Classroom Furniture/Equipment: 81
Monitors: 77	Audio-Visual: 128
Printers: 41	Food & Nutrition Services: 16
Misc Computer Accessories: 68	Industrial-Technology Equipment: 4
	Maintenance-Transportation: 4

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

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

Board Agenda Item

Subject:

Division: Secondary Education

Agricultural Career Technical Education Incentive Grant funding Application for program year 2014-2015

Action Requested:

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

Discussion:

The Board is asked to approve the Elk Grove Unified School District's annual applications for Agricultural Career Technical Education Incentive Grant Funding for the 2014-2015 school year.

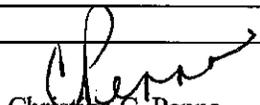
The grant provides Elk Grove, Florin, Pleasant Grove and Sheldon High Schools with funds to improve the quality of their agricultural CTE programs. The goal is to maintain a high-quality, comprehensive agricultural career technical education programs in California's public school system to ensure a constant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

In the 2014-2015 school year, Elk Grove High School will receive \$41,476, Florin High School will receive \$27,436, Pleasant Grove High School will receive \$12,472, and Sheldon High School will receive \$14,252.

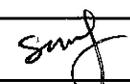
Financial Summary:

Total funding allocation: \$95,636

Prepared By: Kathy Hamilton

Division Approval:  Christina C. Penna

Prepared By: Kathy Hamilton

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

Board Agenda Item

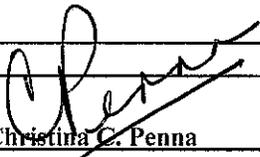
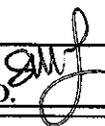
Subject:
 Out-of-State Field trips **Division:** Secondary Education

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

Discussion:
 As part of its consent agenda, the Board is asked to approve the following out-of-state field trips:

School	Field Trip Destination	Field Trip Purpose	Dates of Trips
Florin High School	Louisville, KY	National FFA Convention	October 27 - November 2, 2014
Elk Grove High School	Louisville, KY	National FFA Convention	October 27 - November 2, 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

**Classroom Modifications at Sierra Enterprise Elementary School
Acceptance and Notice of Completion**

Action Requested:

The Board of Education is asked to (1) accept the construction of Classroom Modifications at Sierra Enterprise Elementary School, and (2) authorize the filing of the Notice of Completion.

Discussion:

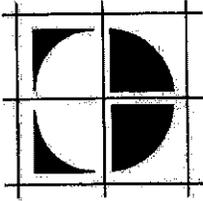
On June 17, 2014, the Board of Education awarded a Lease-Leaseback contract to Bobo Construction, Inc., for the construction of the Classroom Modifications at Sierra Enterprise Elementary School. The work has been completed and is recommended for acceptance by the Architect.

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

Financial Summary:

Not applicable.

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



Kirk S. Brainerd
Architect

August 4, 2014

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

Dear Robert,

The 2014 "Modifications to Classrooms at Sierra Enterprise School" project has been completed per plans and specifications by Bobo Construction, Inc. I recommend that the Elk Grove Unified School District accept this project at the next Board meeting and authorize filing the Notice of Completion.

Sincerely,

Kirk S. Brainerd- Architect

Board Agenda Item

Subject: **Division:** Facilities and Planning
 Classroom Modifications at Sierra Enterprise Elementary School
 Amendment #1 to Lease-Leaseback (LLB) Contract with Bobo Construction, Inc.

Action Requested:
 The Board of Education is asked to (1) approve an amendment to the Lease-Leaseback (LLB) contract with Bobo Construction, Inc., and (2) authorize a district representative to sign the approved amendment.

Discussion:

On June 17, 2014, the Board of Education awarded a LLB Contract to Bobo Construction, Inc. for the construction of the Classroom Modifications at Sierra Enterprise Elementary School Project.

During construction the Facilities and Planning Department learned of technology upgrades that were being planned for the classrooms involved in the project. In order to ensure that the upgrades are provided as required for the 2014/2015 school year, this work is incorporated into the existing LLB Contract for classroom modifications.

Amendment #1 provides for the following:

- The installation of a new data Intermediate Distribution Facilities (IDF), installation of Wireless Access Points to support the Common Core Program, and installation of additional data jacks throughout the classrooms to meet current design standards.

The Administration has negotiated a price of \$11,744.00 for this additional work, bringing the revised Guaranteed Maximum Price to \$155,360.00.

Financial Summary:
 Funded with Capital Facility Funds.

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

**FIRST AMENDMENT TO LEASE-LEASEBACK AGREEMENT
BETWEEN
ELK GROVE UNIFIED SCHOOL DISTRICT
AND BOBO CONSTRUCTION, INC.**

(Classroom Modification at Sierra Enterprise Elementary School)

This **AMENDMENT TO THE LEASE-LEASEBACK AGREEMENT** (“Amendment”) is made by and between the ELK GROVE UNIFIED SCHOOL DISTRICT (“OWNER”) AND BOBO CONSTRUCTION, INC. (“CONTRACTOR”), collectively the “Parties,” with reference to the following facts:

A. OWNER and CONTRACTOR entered into that certain “Lease-Leaseback Agreement” (the “Agreement”) all dated as of July 1, 2014, by which OWNER leased a portion of multiple school campus sites to CONTRACTOR for the construction of a project known as the Classroom Modification at Sierra Enterprise Elementary School (the “Project”) and CONTRACTOR leased said sites back to OWNER in exchange for certain payments thereunder; and

B. Article I and Exhibits “A” and “B” of the Agreement define the scope of work for the Project (“Scope of Work”);

C. On or about August 4, 2014, Change Order 1 (“Change Order”) was submitted by the architect for the Project, Kirk S. Brainerd Architect, which included additions to the Project Scope of Work (“Additional Scope of Work”), such Change Orders being incorporated herein and attached hereto as Attachment 1;

D. The Parties now wish to amend Article I and Exhibit “B” of the Agreement to allow CONTRACTOR to perform this additional work on the Project;

E. Article IV of the Agreement provides that the Guaranteed Maximum Price for the Project is not to exceed **\$143,616.00**, as set forth in Exhibit “C” of the Agreement;

F. The Parties now wish to amend Article IV and Exhibit “C” of the Agreement to establish the Guaranteed Maximum Price for the Project to include additional costs associated with the Additional Scope of Work as described by the Change Orders;

G. Article III of the Agreement provides that time is of the essence in the Agreement, and requires that the Project be completed within 90 days from the date established in the OWNER’S Notice to Proceed; and

H. CONTRACTOR acknowledges and agrees that notwithstanding the Additional Scope of Work, no further time is necessary to complete the Project; and

I. The Parties now wish to amend the Agreement to establish the Additional Scope of Work to be completed by CONTRACTOR and Guaranteed Maximum Price due the CONTRACTOR from OWNER.

NOW, THEREFORE, in consideration of the covenants set forth herein, OWNER and CONTRACTOR hereby agree as follows:

1. The facts shown above are adopted as true and correct and made a part of this Amendment. All initially capitalized terms used but not otherwise defined in this Amendment have the meanings assigned to them in the Agreement.

2. Article I of the Agreement is amended to read:

ARTICLE I. SCOPE OF WORK. The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for:

**CLASSROOM MODIFICATIONS AT SIERRA ENTERPRISE SCHOOL
SACRAMENTO COUNTY, CALIFORNIA,**

all in strict compliance with the plans, drawings and specifications therefore prepared by:

**KIRK S. BRAINERD ARCHITECT
3510 COON HOLLOW ROAD
PLACERVILLE, CA 95667
PH# (530) 295-9371 FAX# (530) 295-9303**

and other contract documents relating thereto.

In accordance with Section 3300 of the Public Contract Code, Contractor has a Class "B" license that Contractor shall maintain in good standing for the duration of Contractor's work on the Project.

3. Article IV of the Agreement is amended to read:

ARTICLE IV. GUARANTEED MAXIMUM PRICE. Contractor's Guaranteed Maximum Price ("GMP") for performance of all work required by the Contract for the Project shall be

\$155,360.00, based upon the Scope of Work set forth in *Exhibits A* and *B* of this Agreement. Except as otherwise provided in the General Conditions, the Contractor shall assume the risk of all costs in excess of the GMP in the performance of such work and shall not be entitled to additional payments because of such excess costs. Should the Contractor believe that it is entitled to additional compensation, whether money or time, it must request it pursuant to the procedures in the General Conditions for change orders and claims. The GMP is also referred to in the Contract as the "Contract Sum." The Contractor's cost breakdown of the GMP is attached (see *Exhibit C*) as Contractor's schedule of values for the Project, as required by Section 9.2.1.A of the General Conditions.

Contractor shall finance the cost of construction of the Project, which costs shall not exceed the GMP, except as otherwise provided in the Contract. The Owner shall pay Contractor sublease payments pursuant to the terms and conditions of Section 6 of the Sublease (the "Sublease Payments"), which terms and conditions include the 5% retention described in Section 6 of the Sublease (the "retention"). The sum of the Sublease Payments shall not exceed the GMP established pursuant to Article IV hereof. Retention or release of the Sublease Payments shall be in accordance with the General Conditions.

4. Exhibit "B" of the Agreement is hereby amended to incorporate the Additional Scope of Work as described by the Change Orders as set forth in Attachment 1, which such Attachment is hereby incorporated into Exhibit "B" of the Agreement.

5. Exhibit "C" of the Agreement is amended to incorporate the schedule of values for the Additional Scope of Work ("Additional Scope of Work Schedule of Values") attached hereto as Attachment 2 and hereby incorporated into Exhibit "C" of the Agreement.

6. This Amendment shall be deemed to be fully incorporated into the terms of that certain Sublease Agreement between OWNER and CONTRACTOR dated July 1, 2014 ("Sublease Agreement"), and the terms of that certain Site Lease Agreement between OWNER and CONTRACTOR dated July 1, 2014 ("Site Lease Agreement").

7. Except as otherwise provide herein, the terms of the Agreement and any Exhibits thereto, the Sublease Agreement and any Exhibits thereto, and the Site Lease Agreement and any Exhibits thereto, shall remain unchanged and in full force and effect.

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IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed this Amendment effective as of the date approved by OWNER'S Board of Education.

OWNER:
ELK GROVE UNIFIED
SCHOOL DISTRICT

CONTRACTOR:
BOBO CONSTRUCTION INC.

By: _____
Associate Superintendent

By: _____
Its: President

By: _____
Its: Corporate Secretary

Approved by OWNER'S Board of Education at its meeting of _____, 2014.

ATTACHMENT 1

Change Order

Board Agenda Item

Subject: Franklin Elementary School, Portables 2014 Relocatable Building Installation
Change Order No. 1

Division: Facilities and Planning

Action Requested:

The Board of Education is asked to (1) approve Change Order No. 1 with Lamson Construction and (2) authorize a district representative to sign the approved change order.

Discussion:

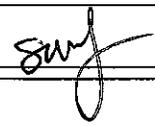
On June 17, 2014, the Board of Education awarded a contract to Lamson Construction for the Relocatable Building Installation at Franklin Elementary School. Change Order No. 1 consists of five (5) items. The complete change order, with backup, is on file in the Facilities and Planning office for review.

Item #1 Provide additional water line and fire department connection in order to meet minimum fire flow requirements of local fire marshal. DSA Requirement. Requested by: EGUSD	ADD \$24,851.00
Item #2 Provide accessible restroom signage at existing restrooms; provide "Minimum Fine \$250" at existing parking spaces to meet current accessibility requirements. Requested by: EGUSD	ADD \$ 1,717.00
Item #3 Provide interior paint for two classrooms in order to meet District's Program needs. Requested by: EGUSD	ADD \$ 4,725.00
Item #4 Delete drinking fountain from scope of project; replacement of existing drinking fountain is not required by DSA. Requested by: EGUSD	DEDUCT -(\$4,513.00)
Item #5 Delete 90 linear feet of sewer line not required due to as-built conditions. Requested by: EGUSD	DEDUCT -(\$2,099.00)

Attachment A provides detailed information on distribution of change order requests between Architect and District. Change Order No. 1 changes the contract amount of \$257,777.00 by \$24,681.00 to \$282,458.00.

Financial Summary:
This project is funded from Fund 25, Developer Fees.

Prepared By: Josef Tavara  Division Approval: Robert Pierce 

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

CONSTRUCTION COST SUMMARY
CHANGE ORDER NO. 1

PROJECT: Franklin Elementary School, Installation of Three (3) Relocatable Buildings
ARCHITECT: Hibser Yamauchi Architects, Inc.
CONTRACTOR: Lamon Construction Co., Inc.
CONTRACT AMOUNT: \$257,777.00

	ARCHITECT INITIATED OR REQUESTED						EXISTING CONDITIONS	DISTRICT REQUESTED	
	Architectural	Electrical	Mechanical	Structural	Civil	Code		Additions	Credits
BUILDING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,725.00	0.00
SITE	0.00	0.00	0.00	0.00	0.00	0.00	19,956.00		
SITE AND BUILDING	0.00	0.00	0.00	0.00	0.00	0.00	19,956.00	4,725.00	0.00
TOTALS			\$0.00				\$19,956.00	\$4,725.00	

SUMMARY:		Contract completion date:
Original Contract Amount:	\$257,777.00	September 21, 2014
Net Change Orders Architect Requested	0.00	
Net Change Orders Existing Conditions	19,956.00	
Net Change Orders District Requested	4,725.00	
Total Change Order 1	24,681.00	Time extension: 0 days
Total Current Contract Amount	<u>\$282,458.00</u>	September 21, 2014

Board Agenda Item

Subject: _____ **Division:** Facilities and Planning
New Dillard Elementary School – Increment 2A and 2B
Change Order No. 1

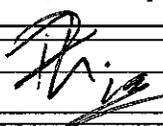
Action Requested:
The Board of Education is asked to (1) approve Change Order No. 1 with Broward Builders, Inc., and (2) authorize a district representative to sign the approved change order.

Discussion:
On April 22, 2014, the Board of Education awarded a contract to Broward Builders, Inc., for the New Dillard Elementary School – Increment 2A & 2B project. Change Order No. 1 consists of two (2) items. The complete change order, with backup, is on file in the Facilities and Planning office for review.

Item #1	Provide and install conductors in conduit, that was provided in Increment 1. Requested by: Architect	ADD	\$28,611.00
Item #2	Furnish an additional steel guide rail for the Elevators. Requested by: Architect	ADD	\$ 6,115.00

Attachment A provides detailed information on distribution of change order requests between Architect and District. Change Order Number 1 changes the contract amount of **\$24,546,000.00** by **\$34,726.00** to **\$24,580,726.00**.

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

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

CONSTRUCTION COST SUMMARY
CHANGE ORDER NO. 1

PROJECT: New Dillard Elementary School, Increment 2A and 2B
ARCHITECT: Rainforth Grau Architects
CONTRACTOR: Broward Builders, Inc.
CONTRACT AMOUNT: \$24,546,000.00

	ARCHITECT INITIATED OR REQUESTED						EXISTING CONDITIONS	DISTRICT REQUESTED	
	Architectural	Electrical	Mechanical	Structural	Civil	Code		Additions	Credits
BUILDING	6,115.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SITE	0.00	0.00	0.00	0.00	0.00	0.00	28,611.00	0.00	0.00
SITE AND BUILDING	6,115.00	0.00	0.00	0.00	0.00	0.00	28,611.00	0.00	0.00
TOTALS			\$6,115.00				\$28,611.00	\$0.00	

SUMMARY:		Contract completion date:
Original Contract Amount:	\$24,546,000.00	September 30, 2015
Net Change Orders Architect Requested	6,115.00	addition to the contract amount
Net Change Orders Existing Conditions	28,611.00	addition to the contract amount
Net Change Orders District Requested	0.00	addition to the contract amount
Total Change Order 1	34,726.00	addition to the contract amount
Total Current Contract Amount	<u>\$24,580,726.00</u>	September 30, 2015
		Time extension: 0 days