

ADDENDUM TO 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~~ 4:30 p.m.
 Regular Session – 6:00 p.m.

Item Time – Approximate

CLOSED SESSION – ~~5:00~~ 4:30 p.m.

- 2. Government Code Section 54958
 Public Employee Appointment/Employment: Add – Interim Superintendent
- 2A. Government Code Section 54956.9(d)(1)
 Conference With Legal Counsel – Existing Litigation
 Case Name Unspecified: Disclosure would jeopardize service of process

OPEN MEETING - 6:00 p.m.

XI. Discussion/Action Items

- 9A. Recommendation of Name for Culinary Arts Institute 5 Minutes
- 9B. Memorandum of Understanding Between Sacramento/Elk Grove Pathways to Success and Elk Grove Unified School District 5 Minutes
- 9C. Allocation request for Student Fees 5 Minutes
- 9D. Interim Superintendent Addendum Agreement 5 Min utes

XIV. Consent Agenda – Action 5 Minutes

- 29A. Approval to Purchase Copier Toner as Required Cooperatively Through National Joint Powers Alliance
- 29B. Approval to Purchase Chromebooks as Required Cooperatively Through National Joint Powers Alliance (NJPA) and to Contract for Chromebook Logistic Services Cooperatively Through California Multiple Award Schedule (CMAS)
- 29C. Award of Request for Proposal (RFP) and Approval of Memorandum of Understanding for After School Providers (RFP #554-14/15)
- 29D. Installation of Wi-Fi for 11 Elementary Schools, Authorization of Two Lease-Leaseback (LLB) Contracts

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: Recommendation of Name for Culinary Arts Institute	Division: Board of Education
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Action Requested:
The Board is requested to consider a request from the community and the Principal of Cosumnes Oaks High School to name the Culinary Arts Institute at Cosumnes Oaks High School.

Discussion:
Elizabeth Pinkerton, the Community Advisor for School Facilities Naming, supports the request made by community members and Cosumnes Oaks High School Principal Patrick McDougall to name the Culinary Arts Institute at Cosumnes Oaks High School the Steven M. Ladd Culinary Arts Institute.


Members of the EGUSD community, including members of the Elk Grove Chamber and Elk Grove Regional Scholarship Foundation, have requested to name the Cosumnes Oaks High School Culinary Arts Institute in honor of Superintendent Steven M. Ladd for his nearly ten years of dedicated service which include his efforts to make Elk Grove Unified the premiere district in California for Career Technical Education. Principal Patrick McDougall received the letter of request to name the facility and has indicated his support of the community's request to name the facility the Steven M. Ladd Culinary Arts Institute.

From the community letter "During his tenure, Superintendent Ladd reinforced the rigor and programmatic offerings of Career Technical Education programs in the district as well as concentrated on reinventing existing academies and establishing new academies to better meet California's changing industry landscape. An example of his work in this area is showcased at Cosumnes Oaks High School (COHS) where he helped ensure that the Broadcast Journalism Pathway had a studio and the equipment needed to learn the video production skills exemplified in Wolfpack TV. The Architectural Design and Engineering Academy at COHS built the Platinum LEED certified rHouse as a training facility for students and a learning destination for elementary students. Superintendent Ladd's vision of the Culinary Arts Academy was the intersection of science, English language arts, business skills and character education with the enticing fields of gastronomy, hospitality, tourism and recreation. He personally sat on the business-based design team of the Culinary Arts Academy for this state-of-the-art facility which is now enjoyed by students, staff, parents and the larger community."

From Principal McDougall letter "Under the leadership of Dr. Ladd, the Elk Grove Unified School District has become a recognized leader in the state of California in the area of Linked Learning, and the experiences our students have combining CTE courses with the core curriculum is both dynamic and life changing. The naming of the Culinary Arts Institute after Dr. Ladd exemplifies his efforts to ensure that the students of Elk Grove Unified have career technical academies throughout the district to engage them in their educational careers."

Financial Summary:
No financial implication.

Community Advisory for School Facilities Naming: Elizabeth Pinkerton

President, Board of Education: Priscilla S. Cox 

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 9B

Board Agenda Item

Supplement No. _____

Meeting Date: September 2, 2014

Subject:

Division: Secondary Education

Memorandum of Understanding between Sacramento/Elk Grove Pathways to Success and Elk Grove Unified School District

Action Requested:

The Board of Education is asked to receive and approve an MOU between Sacramento Pathways to Success and EGUSD.

Discussion:

Previously, we shared with the Board an exciting possibility of implementing a program designed to build a regional post-secondary pathway for EGUSD graduates. As part of the next steps in this process, the Board of Education is asked to receive an MOU between Sacramento Pathways to Success and EGUSD.

Sacramento Pathways to Success is a collaboration among Elk Grove Unified School District, Cosumnes River College and California State University, Sacramento, for the purpose of building a system of academic transitions support for students into regional post-secondary education. Transition supports might include guaranteed college enrollment, summer bridge programs, curriculum and professional development around the Early Assessment Program, strengthening college and career pathways and expanding opportunities for dual articulations and enrollment.

Sacramento Pathways to Success will create a new era of heightened collaboration among all three organizations. The program commits leadership, staff and faculty working in and around the three education systems to inform, guide and assist students and families. Sacramento Pathways to Success is another component of EGUSD's on-going efforts to work with regional partners in support of developing college and career-ready students.

Financial Summary:

N/A

Prepared By: Kathy Hamilton

Division Approval:  Christina Penna

Prepared By: Kathy Hamilton

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



Sacramento Regional Pathways to Success

An Elk Grove Partnership for College to Career

Memorandum of Understanding

September 2, 2014

Whereas: The Sacramento County educational community has an obligation to prepare its young men and women to choose a path that will lead to success in life; and

Whereas: Students need and deserve to be fully prepared with academic, life and social skills to succeed in society and the workforce; and

Whereas: Employability is now linked, more than ever, to a postsecondary degree or certificate; and

Whereas: Elk Grove Unified School District, Cosumnes River College, and California State University, Sacramento, concur, as public educational institutions, that they can and must do more to retain and prepare students for college readiness and persistence toward a college degree, thereby better serving every child living in the region; and

Whereas: Each institution will engage students, families, Elk Grove and Sacramento business and civic leaders, community organizations leaders and education leaders in supporting these efforts; and

Whereas: Each institution commits to providing a rigorous education that prepares each child for college or job and career training; and

Whereas: Each institution commits to providing students and families a clear and understandable roadmap to college and career success; and

Whereas: Each institution commits to a partnership with students, parents, and community stakeholders to provide opportunities in career and technical education, or to help students more easily transition to, and succeed, in college.

Be it resolved: "Sacramento Pathways to Success: An Elk Grove Partnership for College to Career" creates a new era of heightened collaboration among all three organizations and commits leadership, staff and faculty working in and around the three education systems to collectively provide the opportunity to inform, guide and assist families, children and other young people as they navigate an increasingly clear pathway that helps them persist from kindergarten to a college education or career, and enjoy the quality of life afforded by that effort.

Steven Ladd, *Superintendent*
Elk Grove Unified School District

Deborah Travis, *President*
Cosumnes River College

Alexander Gonzalez, *President*
California State University, Sacramento



Board Agenda Item

Subject: Allocation Request for Student Fees **Division:** Secondary Education

Action Requested:
The Board is asked to discuss a request to allocate for the 2014-2015 year funding for middle, high and alternative education schools to purchase necessary supplies, materials, and equipment in key curricular and extra-curricular areas in accordance with California's free school guarantee.

Discussion:
The free school guarantee under the California constitution "prohibits charging students any fee, charge or deposit for curricular, extra-curricular, credit or non-credit educational activities that are part of the district's or school sites' educational program." Assembly Bill 1575 further requires that all supplies, materials, and equipment needed to participate in educational activities shall be provided to students free of charge.

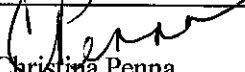
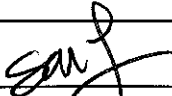
Although the law does not preclude schools from asking for voluntary parent donations for materials and supplies, these donations fall far short of actual need.

For the 2013-2014 school year, the Board approved \$300,000 to be distributed among secondary schools to provide necessary materials, supplies, and equipment in key areas. These areas included, among others, the visual and performing arts, science, and industrial technology. Moneys were also used to provide students unable to pay with access to educational field trips.

Staff is requesting that the Board discuss a proposal to approve for the 2014-2015 year funding for required materials, supplies and equipment for secondary schools pursuant to AB 1575.

Financial Summary:

\$300,000 General Fund

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

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 29A

Board Agenda Item

Supplement No. _____

Meeting Date: September 2, 2014

Subject:

Department: Finance & School Support

APPROVAL OF THE DISTRICT PURCHASING DEPARTMENT TO PURCHASE COPIER TONER AS REQUIRED COOPERATIVELY THROUGH NATIONAL JOINT POWERS ALLIANCE.

Action Requested:

The Board of Education is asked to approve a Contract, authorizing Elk Grove Unified School District Purchasing Department to purchase copier toner through National Joint Powers Alliance (NJPA).

Discussion:

Public Code Section 20118 provides a statutory exception to the competitive bidding requirements set forth in the Public Contract code by allowing districts to utilize cooperative bids secured by other districts or public entities for the purchase of materials, supplies or equipment.

It is in the best interest of the Elk Grove Unified School District to utilize the Cooperative Request for Proposal #031210-SCC through National Joint Powers Alliance.

National Joint Powers Alliance RFP Contract #031210-SCC awarded to Staples Advantage. The expiration date is August 1, 2015.

Financial Summary:

Funding source will be budgeted through internal department operational monies.

Prepared By: Ruth Dew Division Approval: Rich Fagan *on for R Fagan*
Prepared By: Ruth Dew Superintendent Approval: Steven M. Ladd, Ed.D. *SML*

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 29B

Board Agenda Item

Supplement No. _____

Meeting Date: September 2, 2014

Subject:

Department: Finance & School Support

APPROVAL OF THE PURCHASING DEPARTMENT TO PURCHASE CHROMEBOOKS AS REQUIRED COOPERATIVELY THROUGH NATIONAL JOINT POWERS ALLIANCE (NJPA).

ALSO TECHNOLOGY SERVICE DEPARTMENT TO CONTRACT FOR CHROMEBOOK LOGISTIC SERVICES COOPERATIVELY THROUGH CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)

Action Requested:

The Board of Education is asked to authorize Elk Grove Unified School District Purchasing Department to purchase Chromebooks cooperatively through National Joint Powers Alliance (NJPA) RFP #1113009.

Also, Technology Service Department to contract for Chromebook Logistic Services through California Multiple Award Schedule (CMAS) Contract #3-10-70-0612AD.

Discussion:

Public Code Section 20118 provides a statutory exception to the competitive bidding requirements set forth in the Public Contract code by allowing districts to utilize cooperative bids by other districts or public entities.

It is in the best interest of the Elk Grove Unified School District to utilize the National Joint Powers Alliance (NJPA) Contract # 111309 issued to CDW Government Inc #111309-CDW-G. Contract term December 15, 2009 through December 15, 2014.

CMAS agreement # 3-10-79-0612AD for Chromebook Logistic Services with NWN Solutions. Contract term January 31, 2013 through January 31, 2018.

Equipment and licensing purchased will be used to support the Common Core Implementation and State Mandated Testing requirements.

Financial Summary:

Funding source will be budgeted through the State Common Core Funds spending plan, which was approved by the Board of Education, November 19, 2013.

Chromebooks - \$5,960 = \$1,851,533.60 (includes management licenses, device setup and recycle fee)

Carts - 234 x \$1,420.16 each (including tax) = \$332,316.69 Total Purchase: \$2,183,850.29

Chromebook Logistic Services - \$147,080.00

Prepared By: Ruth Dew

Division Approval: Rich Fagan

Prepared By: Ruth Dew

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

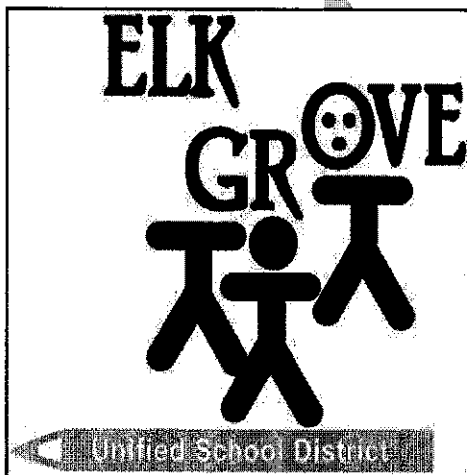
NWN

Helping Customers Solve Business Problems through Technology

Chromebook Professional Services Proposal and Statement of Work (SOW)

Prepared for:

Elk Grove Unified School District



- ▶ Thursday, August 21, 2014
- ▶ **Authored By: Michael Hooper**
- ▶ Solutions Architect
- ▶ NWN West Region
- ▶ **Presented By: Stacy Goodman**
- ▶ Account Executive- Education
- ▶ **Presented To: Todd Barber**

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Statement of Confidentiality

The contents of this document have been developed by NWN Corporation (NWN). NWN considers the contents of this document to be proprietary and business confidential information. This information is to be used only in the performance of its intended use. This document may not be released to another vendor, business partner or contractor without prior written consent from NWN. Additionally, no portion of this document may be communicated, reproduced, copied or distributed without the prior consent of both the Customer and NWN.

Proposal Summary

Project overview:

- ▶ Assist the Elk Grove Unified School District (EGUSD) with deployment and logistics services for the assembly of (234) carts, the loading of the carts with a total of (5960) Acer Chromebooks, and delivery of the loaded carts to a total of (63) separate locations throughout the EGUSD.

Solution Technologies:

- ▶ Deployment and logistics support
 - ▶ Loaded Chromebook cart delivery

Investment:

- ▶ Professional Deployment & Logistics Services = \$147,080.00

Statement of Work (SOW)

Scope Summary

The Elk Grove Unified School District (EGUSD) wishes to retain the services of NWN Corporation (NWN) for the purposes of supporting the Department's objective of delivering ACER Chromebooks for student use to schools through the EGUSD. The key activities in meeting EGUSD's strategic objectives will encompass the following:

- Assisting EGUSD IT staff with the following services for:
 - (234) new recharging station carts for ACER Chromebooks:
 - Receive factory-packaged carts from the manufacturer
 - Un-boxing and assembly (as needed) of the carts
 - Label carts per EGUSD standard
 - Installing supplied Chromebook power supplies into each cart
 - Load carts with pre-assigned Chromebooks
 - Deliver the carts to the (13) locations
 - (5960) ACER Chromebooks:
 - Receive configured Chromebooks from CDW
 - Separate the Chromebooks into the pre-assigned school groupings
 - Un-box and insert Chromebooks into the recharging carts
 - Label Chromebooks per EGUSD standard.

This document outlines the proposal for the planning and delivery of the services listed above. NWN appreciates working with Elk Grove Unified School District and believes that by EGUSD's selection of NWN for this project, together we can help meet the stated business and technical objectives.

Proposed Services

This project is for Deployment and Logistics support. The following tasks are to be supplied to EGUSD by NWN, as known prior to the SOW acceptance, and are subject to modification as agreed to by both NWN and EGUSD in advance of the work being scheduled.

NWN Service Deliverables:

- Receive the (234) charging station units associated with the EGUSD purchase order #XXXXXX at the NWN warehouse facility in Sacramento.
 - Conduct initial inventory at the time of receipt including serial number capture.
 - Unbox and assemble the charging carts.
 - Confirm the carts are in good working order:
 - Any equipment received by NWN as damaged or not in good working order will be reported to EGUSD immediately to escalate an emergency replacement of the damaged/non-working equipment.
 - Label carts per EGUSD standards.
- Receive the (5960) pre-configured Chromebooks from Synnex.
 - Identify each group of approximately (20 - 30) Chromebooks assigned to a specific cart.
 - Remove each Chromebook and its external power supply from the factory packaging.
 - Install the power supplies into the charging carts as required.
 - NWN will barcode scan each Chromebook's serial number and MAC address from the factory packaging into NWN's database.
 - Each charging cart will be assigned a custom detailed Packing List created by NWN that will include the following:
 - Customer P.O. #
 - Delivery date
 - School Site
 - Delivery address
 - Cart Serial Number
 - Cart EGUSD Asset tag
 - Chromebook EGUSD Asset tags (20 – 30 depending on location)
 - Once the serial and MAC address information has been scanned, NWN will dispose of the factory packaging.
 - Label Chromebooks per EGUSD standards.
 - Insert the Chromebooks into the available charging slots of the pre-assigned carts in preparation for delivery.

- Assign Chromebooks to carts in Google domain using EGUSD IT supplied account.
- The charging carts will then be prepared for delivery to the EGUSD school locations.
- Equipment deliveries will occur based on a mutually agreed upon delivery schedule and will require a EGUSD Single Point of Contact (SPOC) at each location.
- All post-delivery reporting will be standardized and any actions determined out of scope will be discussed and negotiated between NWN and EGUSD.
 - EGUSD has requested an asset report from NWN with the Chromebook assignment information.
 - The asset report will be in Microsoft Excel spreadsheet format and include the information listed in the detailed Packing Lists mentioned above.

Deliverables:

- Implementation milestones
 - Receive equipment at NWN's warehouse in Sacramento
 - Assemble carts and load carts with pre-configured Chromebooks
 - Deliver equipment to pre-assigned EGUSD locations
 - Deliver asset report to EGUSD
- Final Review –acceptance by customer

Out of Scope

Any area not specifically presented in the Scope section of this proposal is considered outside the scope of this project. Changes to the scope as detailed in this proposal require an estimate review and must be approved by mutual agreement. Additional (or lower) charges may apply to incorporate the requested changes. Changes will not become effective until agreed upon in writing by both the Customer and NWN.

Customer requirements & assumptions

Technical/Operational Requirements/Assumptions:

General Assumptions:

1. This Proposal is only valid for 30 days. At the end of the 30 period, NWN will need to refresh the pricing in this proposal before the Customer decides to execute this contract. Any changes to the scope of work will require a change order, approved by both the Customer and NWN prior to the work being completed.

2. The work effort in this proposal assumes a continuous work effort that is established at the beginning of the project based on a project plan. If delays occur in the installation process due to Customer related issues, then a change order will need to address any additional costs that arise due to this delay.
3. NWN is not responsible for configuration changes on any equipment not specifically stated in the above Statement of Work.
4. All NWN work effort will occur during normal business hours (Monday-Friday). If there is overtime hours of work that needs to occur, then additional charges may apply.
5. Customer must provide access along with safety, security & emergency protocols for NWN staff for all the appropriate areas in the facilities in order to complete the work effort included in this proposal.
6. Customer must provide a receiving area large enough for receipt of all new equipment at each location for this project.
7. Customer must provide a dedicated point of contact for the entirety of this project. This Contact must be available during major steps in the installation process. If the Customer contact is not available during the process and schedules slide due to Customer unavailability, then Customer costs may arise to the delayed schedule.
8. Customer must provide adequate parking for the NWN project team at no additional charge to NWN.
9. Customer is responsible for removal of shipping packaging once all the equipment is received at the Customer site.
10. Customer has provided an accurate end-point count for any licensing requirements in the attached Bill of Materials. If there are additional licenses that are required, then there will be an additional cost to the Customer.
11. Customer will provide all software and licensing for this project whether purchased from NWN or from another party.

Project Services Financials

NWN is pleased to present the following pricing summary for this project.

Deployment & Logistics Professional Services Description	Totals
Chromebook Charging Cart Assembly, loading and delivery	\$147,080.00
Total Services Project Investment	\$147,080.00

Billing Terms

Fixed Price Deployment & Logistics Professional Services Estimated Billing Milestones:

Milestone, Delivery of all carts to (63) EGUSD Locations	\$147,080.00
Total Deployment and Deployment & Logistics Services	\$147,080.00

This Statement of Work ("SOW") is entered into and effective as of the date last executed below (the "SOW Effective Date") and is by and between **NWN Corporation**, a Delaware corporation, having its principal place of business at 9745 Business Park Drive, Suite A, Sacramento, CA 95827 ("NWN") and the **Elk Grove Unified School District** having its principal place of business at **9510 Elk Grove-Florin Road, Elk Grove, CA 95624** ("Customer") and is subject to the terms and conditions of that certain NWN Master Product and Professional Services Agreement dated [insert date] (the "Master Agreement") between the parties. If the parties have not executed a Master Agreement, the terms and conditions attached hereto as Appendix E shall govern and references to the Master Agreement shall be deemed to refer to Appendix E. For purposes of clarification, if the parties have entered into a Master Agreement prior to the SOW Effective Date or thereafter, the terms and conditions of the Master Agreement shall apply in lieu of the terms and conditions set forth in Appendix E. Subject to the terms and conditions contained in the Master Agreement, which are incorporated by reference into this SOW, NWN shall provide the Services set forth herein to Customer for the fees and other payment set forth herein and in the attachments hereto.

Accepted and Agreed by:

[Handwritten Signature]
 Elk Grove Unified School District

Signature

Name

Title

Date

NWN Corporation, Inc.

Signature

Name

Title

Date

Appendix A: Terms and Conditions

1. ORDERS.

a. Generally. Unless otherwise expressly provided with respect to a particular order, NWN and the Customer agree that the terms and conditions set forth in this Agreement will govern all orders submitted by Customer and accepted by NWN for (i) the provision by NWN of those services set forth in SOWs executed by the parties hereunder, hereinafter referred to collectively as "Services." For Services. Subject to this Agreement, Customer may place an order for Services by submitting a purchase order to NWN specifying the type of Services desired at the rates or fees subject to the terms and conditions of this Agreement and any additional terms specified in quotes referencing this Agreement ("Quotes") and/or Statements of Work referencing this Agreement ("SOW") provided by NWN and agreed to by Customer. Each SOW executed by the parties shall be attached hereto. All SOWs executed by the parties are hereby expressly incorporated by reference herein. Upon acceptance of the Customer's purchase order, NWN will (i) invoice Customer as specified in the applicable Quote or SOW, and (ii) commence performance of the Services in accordance with the applicable Quote or SOW. Unless otherwise specified in the applicable Quote or SOW, NWN will invoice Customer upon Customer's approval of the Services as the Services are completed, in accordance with the milestones set forth in the SOW. Approval of Services upon completion of a milestone shall occur on the earlier of (x) written approval (which may be by email) of the Services for the applicable milestone by Customer's project sponsor or (y) 5 business days from the date of NWN's notice (which may be by email) to Customer's project sponsor that the Services for the applicable milestone have been completed and delivered to Customer, unless NWN has received written notice from the Customer's project sponsor that Customer believes in good faith that the Services for the applicable milestone are incomplete. If prior to the commencement or during the performance of the Services, Customer wishes to change the dates or the scope of the Services to be performed, NWN will require Customer to sign a Change Order Form in the form attached to the SOW setting forth the changed Services and the conditions and rates or fees, if any, under which NWN will perform such changed Services. If such Change Order requires additional fees, Customer must submit a purchase order or purchase order change notice indicating Customer's agreement to pay such additional fees for NWN to perform such changed Services. If prior to the commencement or during the performance of the Services purchased, Customer (i) fails to deliver any required material or services and/or, (ii) fails to provide access to computer systems or facilities, as specified in the original Quote or SOW, NWN may require Customer to sign a Change Order Form in the form attached to the SOW setting forth the conditions and rates or fees, if any, under which NWN will continue providing Services. If such Change Order requires additional fees, Customer shall be required to submit a purchase order or purchase order change notice indicating Customer's agreement to pay such additional fees for NWN to continue to perform the Services.

2. PAYMENT TERMS.

a. General. Unless otherwise specified in the applicable Quote or SOW, Customer shall pay NWN within 30 days of receipt of an invoice for Products or Services and within 10 days of receipt of invoices for deposits. NBlock credits may be applied by NWN to Customer invoices as set forth in the NBlock Addendum. Customer shall be required to pay shipping and handling charges and applicable taxes. If a Quote or SOW includes a provision for charging Customer for travel and lodging related expenses incurred by NWN employees in connection with the performance of such Services, NWN will invoice Customer monthly for actual expenses incurred. Customer shall provide written notice to NWN of any disputed invoiced amounts due within thirty (30) days of receipt of NWN's invoice. Failure by Customer to so notify NWN of a dispute within such thirty (30) day period shall constitute a waiver of Customer's right to dispute the invoiced amount and such amounts shall be considered valid and no adjustment will be made. In no event shall Customer's notice of good faith dispute relieve Customer of its obligation to pay, in full, all undisputed amounts due.

b. Taxes. Applicable taxes will be billed by NWN as itemized on a separate line item(s) on NWN's invoice. Customer shall pay sales, use, value added, goods and services, and all other similar taxes imposed by any federal, state, or local governmental entity for Products and/or Services provided under this Agreement, excluding taxes based solely on NWN's income or property. Any taxes paid on behalf of Customer by NWN shall be uniquely identified on the applicable invoice and NWN shall provide Customer with proof of payment if previously paid by NWN.

c. Reasonable Assurances. If NWN at any time has reasonable concern about security or timeliness of payments, NWN may notify Customer and if Customer fails to cure such concern within thirty (30) business days from NWN's written notice, NWN may decline to make any or all shipments to and/or perform services for Customer hereunder until receipt of payment or establishment of a letter of credit or other arrangement securing payment that it deems satisfactory.

3. CANCELLATION. Cancellation by Customer of all or any part of an order for Services two weeks or less prior to the agreed upon commencement date may, in NWN's sole discretion, be subject to a charge to Customer of 10% of the quoted fees and Customer agrees to pay any such charges. Cancellation by Customer of all or any part of an order for Services after commencement of such Services may, in NWN's sole discretion, be subject to a charge to Customer of 10% of the remaining balance of the order and Customer agrees to pay any such charges. Recognizing that NWN's damages resulting from any cancellation would be difficult to determine, Customer agrees that the foregoing charges are reasonable and intended as liquidated damages.

4. LIMITED WARRANTY.

a. Services: NWN warrants that the Services provided hereunder shall be performed in a good and workmanlike manner in accordance with industry standards. If Customer discovers a deficiency in the Services, then Customer shall, within forty-five (45) days after completion of the deficient Services, submit to NWN a written report describing the deficiency in reasonable detail, and NWN shall re-perform the deficient Services. If NWN is unable to re-perform the Services, then, upon Customer's request, NWN shall refund any payments that Customer has made for such Services. Any such Services for which Customer does not submit a deficiency report shall be deemed accepted at the conclusion of such forty-five (45) day period. The foregoing is Customer's sole and exclusive remedy for breach of the foregoing warranty with respect to the Services and NWN's sole liability.

c. DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, NWN MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR COVENANTS WITH RESPECT TO THE PRODUCTS OR SERVICES, ALL OF WHICH ARE PROVIDED "AS IS", AND DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS AND COVENANTS, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE MAXIMUM EXTENT PERMITTED BY LAW.

5. LIMITATION OF LIABILITY.

a. Acknowledgement. Customer acknowledges that an essential purpose of the exclusion of warranties and limitation of liability provided in this Agreement is allocation of risks between Customer and NWN, which allocation of risks is reflected in the applicable fees and other arrangements between Customer and NWN in the Agreement.

b. Direct Damages Limitation. NWN'S LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, DIRECT OR INDIRECT, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY SERVICES PERFORMED OR PRODUCTS PROVIDED HEREUNDER SHALL NOT EXCEED DIRECT DAMAGES IN AN AMOUNT EQUAL TO THE AMOUNT PAID TO NWN BY THE CUSTOMER FOR THE APPLICABLE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE.

c. Consequential Damages Limitation. IN NO EVENT SHALL NWN OR ITS SUPPLIERS OR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, PUNITIVE, RELIANCE, INCIDENTAL, INDIRECT, RELIANCE, CONSEQUENTIAL OR ANALOGOUS DAMAGES, INCLUDING BUT NOT LIMITED TO LOST REVENUES, PROFITS OR GOODWILL, INTERRUPTION OF BUSINESS, COST OF SUBSTITUTE GOODS OR SERVICES, DAMAGES RESULTING FROM LOSS OF USE OR LOSS OF DATA, OR OTHER ANALOGOUS DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF NWN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

d. General. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER NWN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. No limitation as to damages for personal injury is hereby intended. Some states do not allow the exclusion or limitation of incidental or consequential damages under certain circumstances and the above exclusions or limitations may not apply.

e. Limitation on Actions. No action, regardless of form, arising out of this Agreement may be brought by either party more than two (2) years after the cause of action has been or reasonably should have been discovered, or, in the case of an action for nonpayment, more than two (2) years after the date the last payment was due.

6. SECURITY INTEREST. NWN reserves, and by receipt of each Product delivered to Customer, Customer hereby grants to NWN, a purchase money security interest in each of the Products, as security for the due and punctual performance of all of Customer's payment obligations under this Agreement. This interest will be satisfied by payment in full of all undisputed amounts payable to NWN under this Agreement and any SOWs issued hereunder.

Customer agrees to execute such documents to evidence and perfect such security interest as NWN may request from time to time. Customer hereby appoints each of NWN's officers as its duly authorized agent for the purpose of taking any and all such action, including, without limitation, execution of financing statements on Form UCC-1 and other documents, deemed necessary by NWN, in NWN's sole discretion, for the perfection and enforcement of the security interest granted hereby. Failure by Customer to pay any undisputed amount due hereunder when due shall constitute a default if not paid within thirty (30) days of receipt of NWN's notice of nonpayment and, in such event NWN shall, in addition to any other remedies available to it under applicable law, have all rights of a secured party under the Uniform Commercial Code of the state in which the Products are located.

7. NON-WAIVER OF DEFAULT: REMEDIES - In the event of any default by Customer under this Agreement or any other contract between Customer and NWN, NWN may decline to perform services for Customer and, Customer will pay all costs incurred by NWN in connection with enforcement of any of NWN's rights, including, without limitation, reasonable attorney's fees. If NWN elects to continue to make shipments or perform services, NWN's action will not constitute a waiver of any default by Customer or in any way affect NWN's legal rights or remedies for any such default. All of NWN's rights and remedies under this Agreement will be cumulative, non-exclusive and in addition to all other rights and remedies available, at law, in equity, by contract or otherwise, and may be exercised singularly or concurrently.

8. NON-DISCLOSURE; PROPRIETARY RIGHTS. Each party shall hold all information regarding the other party's business operations or business systems (including, without limitation, trade secrets, inventions, designs, software programs or documentation, prices, financial information, sales, marketing and product plans and information or business plans), whether disclosed in writing, orally or visually, in trust and confidence for the other party and not use it or disclose it to others without the other party's prior written permission except as required to perform its obligations under this Agreement and any Quote or SOW issued hereunder. Notwithstanding the foregoing, the above restrictions shall not apply to any information or other material which is (i) already in the receiving party's possession without restriction on use or disclosure, (ii) within the public domain (iii) made available to the receiving party from third parties not under a similar obligation of confidentiality; (iv) disclosed by the disclosing party on an unrestricted basis to third parties; (v) developed by the receiving party independently without breach of this Agreement; or (vi) required by law or court order to be disclosed provided that the receiving party gives the disclosing party notice and assists the disclosing party in obtaining a protective order. All inventions, ideas, drawings, designs, techniques, software and improvements (whether patentable or unpatent-able) made or conceived by NWN or its agents or employees in the course of providing Services under this Agreement excluding Customer's own proprietary information (collectively "NWN Inventions"), shall be NWN'S property, and Subject to payment of all applicable fees hereunder, Customer shall have the right to use such NWN Inventions; provided, however, that (i) Customer shall use such NWN Inventions only for its own internal business purposes and (ii) Customer shall not disclose to, or use for the benefit of any other person any such NWN Inventions without NWN'S prior written consent.

9. RECRUITMENT OF PERSONNEL. During the period which Services are being provided to Customer by NWN, and for a period of one year thereafter, in the event that Customer desires to hire any employee of NWN they shall give NWN not less than 30 days written notice before such employee's start date and shall pay NWN a one-time fee equal to 25% of such employee's then current annual salary with NWN on or prior to the employees' start date with Customer.

10. TERM. This Agreement shall remain in effect until terminated by either party upon written notice to the other party. Customer's obligations to pay accrued charges and fees shall survive termination of this Agreement and Sections 4, 6(c), 7, 8, 10, 11, 12 and 13 shall survive the termination of this Agreement. Upon any termination of this Agreement each party shall return the confidential information of the other party in its possession, including all extracts and copies thereof, to the other party.

11. GENERAL PROVISIONS. NWN will maintain reasonable and customary general liability and professional liability insurance with respect to the performance of its obligations under this Agreement and the Quotes and SOWs issued hereunder. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to its principles of conflict of laws. The parties agree that any action or proceeding between them relating to this Agreement shall take place (i) in the Federal or state courts located in Boston, Massachusetts, if the claim is initiated by Customer, and (ii) in the Federal or state courts located in the county where the Customer principal business office is located (or, if none exist, in a nearby county within the same state), if the claim is initiated by NWN; the parties hereby expressly submit themselves to the jurisdiction of the named courts for these purposes, and waive any objection to personal jurisdiction or venue in such courts. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. This Agreement will be binding upon, and inure to the benefit of, the parties hereto and their respective legal representatives, successors and permitted assigns. The Agreement is personal to Customer, and Customer may not assign any of its rights or delegate any of its obligations hereunder, in whole or in part, without NWN's prior written consent which shall not be unreasonably withheld. Any attempt by a Customer to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. NWN may assign this Agreement to its affiliates or to their respective successors in a merger, acquisition or other consolidation, including without limitation the sale of all or substantially all of its assets, stock or business to which this Agreement relates. This Agreement is the complete and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, arrangements, and communications with respect to the subject matter hereof. All Quotes and SOWs for the Services shall be issued under and governed by this Agreement and subject to the terms and conditions set forth herein. In the event of any conflict between the provisions in this Agreement and any Quote or Statement of Work, the terms of such Quote or SOW shall prevail if so expressly stated in such Quote or SOW. The terms and conditions of this Agreement shall prevail notwithstanding any other terms and conditions printed on any ordering document submitted by Customer which shall be void and of no effect. This Agreement may be modified only by a written instrument signed by an authorized representative of each party. It is intended that this Agreement shall not violate any applicable law and the unenforceability or invalidity of any provision shall not affect the force and validity of the remaining provisions and such invalid provisions shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. NWN shall not be responsible for delays or failures to perform any of its obligations herein due to any cause beyond its reasonable control, including but not limited to riot, acts of war, unavailability of raw materials, failures of suppliers, telecommunications or power failure, natural disasters or acts of God. Performance times under this Agreement and any Quote or SOW issued hereunder shall be considered extended for a period of time equivalent to the time lost because of any delay which is excusable hereunder. Any required notices shall be given in writing at the address set forth below or such other address either party may provide by written notice. Notice shall be deemed to have been given upon receipt.

Board Agenda Item

Subject: _____ **Division:** Learning Support Services

Award of Request for Proposal (RFP) and Approval of Memorandum of Understanding for After School Providers (RFP #554-14/15)

Action Requested:

Staff is requesting the Board to award RFP #554-14/15 and approve the selection of Target Excellence as the afterschool provider at five of our elementary school sites: James McKee Elementary, Franklin Elementary, Irene B. West Elementary, Mary Tsukamoto Elementary, and Roy Herburger Elementary.

Discussion:

On July 16, 2014, Learning Support Services and Purchasing Department initiated a Request for Proposal (RFP) for 5 elementary sites for the After School Education and Safety (ASES) grant (services were formerly provided by Think Together). RFP's were sent to 9 providers. On Monday, August 11, 2014, RFP's were opened. Five providers responded. The RFP's were scored on a rubric, references were contacted, phone inquiries were made by the Director of Learning Support Services, principals gave input and the provider was selected. The administration recommends the award of RFP #554-14/15 for one year, with the possibility of an additional two year extension.

The Elk Grove Unified School District wishes to enter into a one year contract with Target Excellence to provide after school services that will be paid for through the After School Education and Safety (ASES) grant. We are requesting that the Board of Education award RFP #554-14/15 and approve this MOU between Elk Grove Unified School District and Target Excellence for an amount not to exceed **\$480,983.25** for the time period of September 15, 2014 through June 26, 2015 and authorize designated personnel to execute required Memorandum of Understanding per Board Policy 3312-Contracts.

School	Funding	Total
Franklin Elementary	ASES	\$96,102.75
Roy Herburger	ASES	\$96,102.75
James McKee Elementary	ASES	\$96,102.75
Mary Tsukamoto Elementary	ASES	\$96,487.50
Irene B. West Elementary	ASES	\$96,187.50
TOTAL		\$480,983.25

Financial Summary:

\$480,983.25 to be paid out of the ASES grant.

Prepared By: Sonjhia Lowery *sl* Division Approval: Mark Cerutti *MC*

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

MEMORANDUM OF UNDERSTANDING/ SCOPE OF SERVICES CONTRACT

RE: After School Education and Safety Program (ASES) Grant

Between

The Target Excellence Program

AND

**Elk Grove Unified School District
Learning Support Services Office**

This memorandum of understanding (MOU) along with the attached Agreement for the Transfer of Risk Financing is between the Elk Grove Unified School District (Hereinafter referred to as the District) and The Target Excellence Program. (Hereinafter referred to as TE). It is expressly understood and agreed to by all parties as follows:

I. Purpose: This MOU establishes an interagency collaboration consisting of the above-mentioned parties whose purpose is to develop, maintain and sustain programs that offer support services at Franklin Elementary, Roy Herburger Elementary, James Mckee Elementary, Mary Tsukamoto Elementary, and Irene B. West Elementary during the critical after school hours to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students.

II. Description of Collaborative Services: The District and TE will work collaboratively to develop, support, coordinate, and provide academic, enrichment programs and recreational activities at Franklin Elementary, Roy Herburger Elementary, James Mckee Elementary, Mary Tsukamoto Elementary, and Irene B. West Elementary. This partnership is designed to provide students avenues to expanded learning opportunities and promote academic achievements of children; assist children and adults from low-income families to achieve challenging State content standards; provide opportunities for parents to actively participate in their child's education, and provide safe, supervised and quality after school care for families and deter, tobacco, alcohol and other drug use. TE is and shall at all times be deemed to be an independent contractor, and shall be responsible for determining the sequence, method, details, and manner in which it performs those services required under the terms of this agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between the District and TE or any of TE's agents or employees. TE assures exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. TE, its agents and employees, shall not be entitled to any rights and/or privileges of the districts employees and shall not be considered in any manner to be the district's employees.

III. Terms

The terms of this MOU shall commence September 15, 2014, and then extend through June 26, 2015. Terms will be reviewed and modified annually, unless either party gives written notice of termination.

IV. Termination Clause:

Either party may terminate this MOU in thirty (30) days upon written notice of intention to terminate the agreement with or without cause.

V. Roles and Responsibilities:

District:

1. Provide a consistent contact person regarding this project/partnership.
2. Provide grant wide coordination including but not limited to project oversight, management of collaborative partners and processes, budget and grant compliance.
3. Provide space and assist with supervision of students for various projects.
4. Provide for evaluation and/or survey of projects as required.
5. Provide funding for the program pursuant to California *Education Code* 8482 and administrative regulations for the After School Education and Safety Program (ASES) and 21st Century Community learning centers.
6. Provide compensation in an amount not to exceed \$460,746.00 annually based on actual student attendance at eighty five percent (85%) of the total grant earnings prorated based on days of service.
7. Disburse fifty percent (50%) percent of the funds upon conclusion of the MOU and/or District contracting process.
8. Disburse the remainder of the funds over three additional payments throughout the school year.
9. Agrees to provide healthy snacks daily for each student.
10. Provide TE with access to and use of the ostricts facilities as necessary to meet the terms of this agreement
11. Additionally, District agrees to provide the required daily snack as required under the ASES grant. District facilities and supplied snacks shall be considered part of the meeting he ASES required support costs.

TE:

1. Provide a comprehensive after school enrichment/recreation program to include up to one hour of homework and tutoring assistance daily from school closure until 6:00 PM. Enrichment program proposals will be presented to school/district 30 days prior to program start for approval. Estimated program times include:
2:20 p.m. to 6:00 p.m. on regular school days
12:20 p.m. to 6:00 p.m. during minimum days
2. Program elements shall also include other educational and enrichment/recreational and safety prevention activities.
3. Will work closely with SCHOOL SITE and DISTRICT to keep student enrollment and daily attendance as close to 86 (or 68 for year round schedule) students per day. Student days of attendance will be monitored and adjustments made to ensure that the program maximizes all funding reimbursements yet not exceed available funding.
4. Maintain and provide to the district timely attendance and program activities records.
5. Participate in advisory boards, staff meetings and other planning meetings to assist in monitoring the implementation of the project and facilitate collaboration.
6. Communicate progress of project/partnership development on a timely and consistent manner to both the District and Franklin Elementary, Roy Herburger Elementary, James Mckee Elementary, Mary Tsukamoto Elementary, and Irene B. West Elementary.
7. Share new partnership opportunities with the District.
8. Advertise, when possible, project/partnership in newspaper, events, press releases, etc.
9. Provide a site coordinator and sufficient staffing to meet the minimum requirement of the grant to maintain a 20:1 adult/student ratio.
10. Assure that all staff members who directly supervise students shall meet at minimum the qualifications for an para-educator in the school district.
11. Invoice the district for reimbursement of costs. Initial invoice shall be for 50 percent of anticipated earnings. Subsequent invoices shall be made at minimum quarterly based on actual attendance.
12. Program Manager will be a credentialed teacher.
13. TE agrees to supply the district with any and all reporting information explicitly required vi written notification to the district by the CDE or U.S. Department of Education in a timely manner and in advance of any deadlines.
14. Provide monthly attendance and snack reports to the district by the 20th of the month for the previous month of the program.
15. Provide a mid-year and end of year report.

The School site shall:

1. Designate a school staff person to work directly with the site coordinator for program planning, staff hiring assistance and to address any implementation issues.
2. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
3. Help recruit students into the Program and provide the Program access to participant parents.
4. Help with school site program evaluation information.
5. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements needed to be added/modified.
6. Provide space for the program to operate, including office space for the site coordinator, classroom space for classes and activities, and storage space for program supplies/materials.
7. Help coordinate custodial and storage needs of the Program.
8. The District agrees to submit all reports required by the CDE or U.S. Department of Education in a timely manner and in advance of deadlines.
9. Provide TE with complete copies of all attendance, expenditure, and evaluation reports and pertinent grant related communication within five working days of submission to CDE.

VI. Indemnification

See Attached Agreement for the Transfer of Risk Financing

VII. Amendments

Amendments to the MOU may be consummated only with a mutual written agreement from both parties.

Keith Herron

Date

Director
The Target Excellence Program

Mark Cerutti
Associate Superintendent
Education Services
Elk Grove Unified School District

Date

Carrie Hargus
Director of Fiscal Services
Elk Grove Unified School District

Date

After School Education and Safety Program (ASES) BUDGET 2014 - 2015

Agency: The Target Excellence Program

Total program budget (Traditional Schedule): Sierra Enterprise \$93,700.00

	Total ASES (Trad)	Total ASES (Year Rnd)	In Kind Support
I. Personnel (Include FTE)			
Program Manager	\$ 27,572.00	\$ 30,707.00	\$ 1,000.00
Program Assistants	\$ 42,801.00	\$ 32,300.00	\$ 6,000.00
TE Administration	\$ 4,662.00	\$ 4,702.00	\$ 19,000.00
SUBTOTAL - PERSONNEL	\$ 75,035.00	\$ 67,709.00	
II. Operating Expenses			
A. Postage			\$ 100.00
B. Copying			\$ 200.00
C. Food for After School (snacks) - \$80/day			\$ 14,400.00
D. Program Overhead	\$ 13,320.00	\$ 12,892.00	
E. Program Supplies	\$ 2,345.00	\$ 2,345.00	
Classroom Materials			
Copy Paper 2 Cartons			\$ 70.00
CD - RW 50 Pack (3)			\$ 135.00
E. Enrichment Activities (3 days/week)	\$ 3,000.00	\$ 3,000.00	
SUBTOTAL OPERATING - EXPENSES	\$18,665.00	\$18,237.00	
III. Total Program Costs			
	\$93,700.00	\$85,946.00	

Assumptions:

Traditional school schedule (175 days or 38 weeks -includes 11 minimum days)

Year Round Schedule (223 days)

Program to run between 09/15/2014 and 06/26/2015 (175 days total)

86 students per day (63 students for the year round sechedule) with a potential to grow to a maximum of 86 students per day

Target Excellence Program will begin at 2:20 p.m. and end at 6:00 p.m.

Program Manager will begin at 11:30 p.m. and end at 6:00 p.m.

Program Manager will attend weekly staff meetings for 2 hours

Program Assistants will begin at 2:00 p.m. and end at 6:00 p.m.

All staff will attend 4 quarterly trainings at 4 hours = 16 hours

District will provide the items identified as In Kind Support

Snacks will be provided by Elk Grove School District

Additional Hours

Professional development hours (quarterly)		16	29
Minimum days (11)		0	27.5
Total Additional Hours		16	56.5
Payroll Taxes		\$ 6.07	\$ 122.45
Total Net Pay		\$ 400.00	\$ 1,392.00
Times 4 Assistants		n/a	\$ 7,572.25

Total Additional Cost		\$ 406.07	\$ 7,694.70
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Additional Notes:

1. Payroll Tax breakdown is determined based on the following criteria: The state of California's 2011 tax year, weekly pay frequency, single Federal Filing status, 0 allowances, no additional State withholdings and CA SDI

Payroll Tax Breakdown:	Lead	Assistant
Federal Withholding	0.125%	0.095%
Social Security	0.042%	0.042%
Medicare	0.015%	0.015%
California State Tax	0.024%	0.010%

Board Agenda Item

Subject: _____ **Department:** Technology Services

**Installation of Wi-Fi for 11 elementary schools.
Authorization of two Lease-Leaseback (LLB) contracts**

Action Requested:

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

Discussion:

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

Prior to the adoption of the Common Core Standards, eleven elementary sites had already installed wireless access points in selected locations across their campuses using Title I funds or site funds. This project will complete the installation of Wi-Fi in every classroom at each of these school sites.

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

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

Quest Media	Decotech Systems
<ul style="list-style-type: none"> • Charles Mack Elementary • Barbara Comstock Morse Elementary • Prairie Elementary • John Reith Elementary • Union House Elementary 	<ul style="list-style-type: none"> • Florin Elementary • Isabelle Jackson Elementary • Samuel Kennedy Elementary • Anna Kirchgater Elementary • David Reese Elementary • Sierra Enterprise Elementary

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

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

Financial Summary:

The Administration has negotiated a Guaranteed Maximum Price (GMP) of \$181,613.00 with the vendors to perform the work at the 11 sites and will use the board approved Common Core State funds.

Decotech Systems - \$122,614.76
Quest Media and Supplies - \$58,998.24

Prepared By: Steve Mate *Steve Mate* Division Approval: _____

Prepared By: _____ Superintendent Approval: *[Signature]*

Revised

September 2, 2014
Board Meeting

Agenda Item
8

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 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.

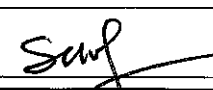
1. The District's initial proposal is officially presented at a public meeting of the Governing board for public notice; and
2. A public hearing is conducted to receive public input regarding the District's initial proposal.

EGUSD's initial proposal is attached.

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. 

2014-2015 INITIAL PROPOSALS
FROM
ELK GROVE UNIFIED SCHOOL DISTRICT
TO
PSYCHOLOGISTS AND SOCIAL WORKERS ASSOCIATION

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

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. Hours and Work Year (Article 6)

3. Working Conditions (Article 7)

4. Evaluation (Article 10)

Revised

September 2, 2014
Board Meeting

Agenda Item
20

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

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
20.	Deborah Sykes Hicks, LCSW (independent contractor agreement)	Mental health consultant services for the Elementary School Counseling Grant	8/12/14-6/30/15	Student Support & Health Services	Elementary Counseling Grant	\$4,320

*Memorandum of Understanding

(continued Page 2 of 2)