

AGENDA  
ELK GROVE UNIFIED SCHOOL DISTRICT  
Regular Meeting of the Board of Education  
Board Room, Education Center  
9510 Elk Grove-Florin Road  
Elk Grove, CA 95624  
November 4, 2014  
Closed Session – 4:30 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 Unified District's You Tube channel at <http://www.youtube.com/user/ElkGroveUnified>.

CLOSED SESSION – 5:00 p.m.

1. Government Code Section 54957.6

Conference with Labor Negotiators

Agency designated representatives: Brandon Krueger, Richard Fagan, Mark Cerutti, Karen Rezendes

Employee Organization: All Elk Grove Unified School District Bargaining Units and Unrepresented Employees

2. Government Code Section 54956.8

Conference with Real Property Negotiators

Property: APN 067-0430-027 (Southwest corner of Sophistry and Appolon Drives, Rancho Cordova, California)

District negotiators: Mark Cerutti, Interim Superintendent and Robert Pierce, Associate Superintendent, Facilities and Planning, Elk Grove Unified School District (EGUSD)

Negotiating parties: EGUSD and Lennar Sunridge Investors, LLC, AKT Sunridge Investors, LLC, Angelo K. Tsakopoulos, Eleni Tsakopoulos-Kounalakis and Markos Kounalakis, Tsakopoulos Family Partnership, Mark Enes, and AKT Development.

Under negotiation: Price and terms of payment

3. Government Code Section 54957

Public Employee Appointment/Employment: Director of Communications; Chief of Police and Police Services Consultant

OPEN MEETING – 6:00 p.m.

I. Pledge of Allegiance

5 Minutes

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<u>Item</u>	<u>Time – Approximate</u>
II. Presentations/Recognitions	
4. High School Student representative Reports – Florin, Laguna Creek, and Sheldon	15 Minutes
III. Student Expulsion Recommendations	
5. Requests for Student Expulsions	5 Minutes
IV. LCAP - None	
V. Budget Update - None	
VI. Public Comment	
VII. Bargaining Units	
VIII. Reports - None	
IX. Public Hearing/Action Items	
6. Consideration and Public Notice of AFSCME's Initial Proposal Regarding Collective Bargaining for the 2014-2015 School	5 Minutes
7. Consideration and Public Notice of ATU's Initial Proposal Regarding Collective Bargaining for the 2014-2015 School Year	5 Minutes
8. Consideration and Public Notice of CSEA's Initial Proposal Regarding Collective Bargaining for the 2014-2015 School Year	5 Minutes
9. Public Hearing and Resolution to Convey Land at C.W. Dillard Elementary School to the County of Sacramento for the Wilton Community Center	5 Minutes
X. Discussion Items	
10. 2015-2016 EGUSD Comprehensive High School Course Catalog and College/Career Planning Guide, Middle School Course Catalog, and College/Career Planning Guide	15 Minutes
11. Revisions to Board Policy 6174 – Education for English Language Learners	20 Minutes
XI. Discussion/Action Items	
12. Changes to Inter-District Transfer Process	10 Minutes
13. Resolution Acknowledging that the State Facility Program Bond Authority is Exhausted	5 Minutes
14. Memorandum of Understanding Between EGUSD and Sacramento County Office of Education	

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<u>Item</u>	<u>Time – Approximate</u>
XI. Discussion/Action Items (Continued)	
15. Sacramento City Unified School District (SCUSD) Contract Approval	10 Minutes
16. Sacramento Employment and Training Agency (SETA) Contract Approval	10 Minutes
17. Memorandum of Understanding between EGUSD and the Sacramento Educational Cable Consortium (SECC)	5 Minutes
18. Award of Request for Proposal (RFP) and Approval of Contract for Integrative Technical Solution: CCSS, ELA and ELD Transitional Support (RFP #555-14/15)	5 Minutes
XII. Action Items	
19. Sikh American Appreciation and Awareness Month	5 Minutes
20. Native American Month	5 Minutes
21. School Psychology Awareness Week	5 Minutes
22. Developer Fee Annual Report	5 Minutes
XIII. Board Member and Superintendent Reports	
XIV. Consent Agenda – Action	5 Minutes
23. Approval of Minutes	
24. Personnel Actions	
25. Variable Term Waivers	
26. Certification of Administrator's Competence to Evaluate	
27. Resolution Regarding Board Member Absence	
28. Approval of Purchase Order History	
29. Warrant Register Approval	
30. Disposal of Obsolete/Surplus Property	
31. Acceptance of Gifts	
32. Ratification of Contracts	
33. Ratification of Non Public School/Non Public Agency (NPS/NPA) Contracts	
34. Approval to Enter Into a Purchase Agreement for Five (5) New Blue Bird Wheelchair Buses	
35. Williams Act Quarterly Report Notification	
36. Out-of-State Field Trip Approval	
37. Franklin Elementary School Portables 2014 Relocatable Building Installation, Change Order No. 3	
38. Franklin Elementary School Portables 2014 Relocatable Building Installation, Acceptance and Notice of Completion	

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<u>Item</u>	<u>Time – Approximate</u>
XV. Other Action Items	
39. Discussion and Action on Items Removed From Consent Agenda	5 Minutes
XVI. Information Items	
40. Other Items from the Floor	5 Minutes
41. 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**

Supplement No.: \_\_\_\_\_

Meeting Date: November 4, 2014**Subject:****Department:** Human Resources

Consideration and Public Notice of AFSCME's Initial Proposal to the District regarding Collective Bargaining for the 2014-2015 School Year

**Action Requested:**

The Elk Grove Unified School District Governing Board is asked to review the American Federation of State, County and Municipal Employees Local 258 (AFSCME) initial proposal to Elk Grove Unified School District (EGUSD) 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 union'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 union's initial proposal.

AFSCME's initial proposal is attached.

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

**Financial Summary:**

Prepared By: Evelyn Laluan  Division Approval: \_\_\_\_\_ Brandon Krueger, Ed.D. 

Prepared By: \_\_\_\_\_ Superintendent Approval: \_\_\_\_\_ Mark Cerutti 



## **Local 258**

8788 Elk Grove Boulevard  
Building 3, Suite 10-C  
Elk Grove, California 95624

916.686.6633

916.714.6373

916.714.6464 fax

Website - [www.afscme258.org](http://www.afscme258.org)

Email - [info@afscme258.org](mailto:info@afscme258.org)

2014-2015 INITIAL PROPOSALS  
FROM  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL 258  
TO  
ELK GROVE UNIFIED SCHOOL DISTRICT (District)  
21 OCTOBER 2014

AFSCME agrees to continue to use the Interest Based bargaining model for collective bargaining. AFSCME agrees that both the Local Control Funding Formula (LCFF) and the Local Accountability Plan (LCAP) are significant elements affecting both budgeting and bargaining.

The primary interest of AFSCME is in recouping the losses from the major concessions it agreed to in 2010 in order to advance the District's interest in meeting the statutory requirements of a fiscally solvent multi-year budget. In pursuing this interest, AFSCME understands and expects that a long-range perspective is necessary due to ongoing budgetary constraints. However, staffing, compensation and training have lagged far behind other bargaining units and the District management, causing difficulties not only for AFSCME workers but for the delivery of services to the EGUSD's students, teachers, staff and the community.

With its primary interest in mind, AFSCME offers its response to the District's initial proposals and also has an interest in negotiating improvements in the following topics:

1. **ARTICLE 8 – Compensation.** In addition to the District's proposals, AFSCME proposes to improve the wages paid to AFSCME workers, particularly its lowest paid workers, shift differential pay, longevity pay and provisions, overtime provisions, and the compensation practices surrounding pay while on job injury leave. Further, AFSCME proposes to study the current classification structures and improve the compensation of workers in the Grounds Division of the Department of Maintenance and Operations, and workers in the classifications of Counseling and Guidance Technician and Career Center Technician.
2. **ARTICLE 9 – Benefits.** In addition to the District's proposals, AFSCME proposes increasing the benefits waiver and working toward better strategies for reducing the costs of benefits aside from cutting eligibility and benefits and shifting costs to workers.
3. **ARTICLE 5 – Working Conditions.** In addition to the District's proposals, AFSCME proposes the implementation of various alternate work schedules including 9/8/80 and 4/10/40 schedules.
4. **CONTRACT CLEAN-UP.** AFSCME shares the interest of the District in continuing with a sub-committee to update current contract language beginning with Article 8.

***Representing Classified Employees in the Elk Grove Unified School District***

5. ARTICLE 4 – Grievance Procedure. AFSCME proposes improving the current procedure so that grievants first meet with a supervisor or manager within their chain of command who may actually have authority to adjust or effectively recommend adjustment of the grievance.
6. ARTICLE 6 – Employment Practices. AFSCME proposes that the District come into compliance the provisions of the federal Department Of Transportation programs as they apply to AFSCME drivers of District vehicles and commercial driver license holders including the appropriate list of safety-sensitive classifications, driving logs and reporting requirements, random and post-accident drug testing, and the provision of necessary training so that AFSCME workers and their management are in compliance.
7. ARTICLE 7 – Holidays/Vacations/Leaves – AFSCME proposes updating and improving the provisions of the District's Catastrophic Leave program. AFSCME also proposes adding Native American Day to the list of paid District holidays.

During the course of negotiations, AFSCME may discover additional issues that it has an interest in negotiating. Should this arise, AFSCME will present them for public consideration in accordance with relevant law and regulation.

**Board Agenda Item  
PLACEHOLDER**

Supplement No.: \_\_\_\_\_

Meeting Date: November 4, 2014**Subject:**Department: Human Resources

Consideration and Public Notice of ATU's Initial Proposal to the District regarding Collective Bargaining for the 2014-2015 School Year

**Action Requested:**

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

**Discussion:**


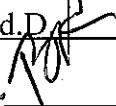

Pursuant to Government Code Section 3547, the following are stipulated for negotiations between a bargaining unit and the District.

1. The union'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 union's initial proposal.

ATU's initial proposal is attached.

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

**Financial Summary:**

Prepared By: Evelyn Laluan  Division Approval: Brandon Krueger, Ed.D.   
Prepared By: \_\_\_\_\_ Superintendent Approval: Mark Cerutti 





**AMALGAMATED TRANSIT UNION**  
**LOCAL NO. 256 • SACRAMENTO, CALIFORNIA**  
2776 21st Street • Sacramento, CA 95818-3145  
Office (916) 739-1627 • Fax (916) 739-1658

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**ATU Proposals To**  
***Elk Grove Unified School District***  
**2014-2015**

1. Total Compensation – Salary and Benefits.
  - A. *Annual step and column raises.*
  - B. *Annual District payments to the independent employee retirement trust. (EGBERT).*
2. *Article 12- Assignment*
3. *Incorporate Appendix C into CBA with ATU proposal changes.*
4. *Article 20.23 Catastrophic Leave*
5. *Article 20.2301*

Ralph T. Niz

  
President Business/Agent  
ATU Local 256

**Board Agenda Item  
PLACEHOLDER**

Supplement No.: \_\_\_\_\_

Meeting Date: November 4, 2014**Subject:****Department:** Human Resources

Consideration and Public Notice of CSEA's Initial Proposal to the District regarding Collective Bargaining for the 2014-2015 School Year

**Action Requested:**

The Elk Grove Unified School District Governing Board is asked to review the California School Employee Association (CSEA) initial proposal to Elk Grove Unified School District (EGUSD) 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 union'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 union's initial proposal.

CSEA's initial proposal is attached.

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

**Financial Summary:**

Prepared By: Evelyn Laluan  Division Approval: Brandon Krueger, Ed.D. 

Prepared By: \_\_\_\_\_ Superintendent Approval: Mark Cerutti 

BRANDON



**California  
School  
Employees  
Association**

8217 Auburn Boulevard  
Citrus Heights, CA 95610

(916) 725-1188  
(800) 582-7314  
FAX: (916) 725-3735

[www.csea.com](http://www.csea.com)

*Member of the AFL-CIO*

*The nation's largest  
independent classified  
employee association*



October 15, 2014



Mark Cerutti, Interim Superintendent  
Elk Grove Unified School District  
9510 Elk Grove-Florin Road  
Elk Grove, CA 95624

**RE: CSEA Public Notice Letter -- Initial Proposal 2014/2015**

Dear Interim Superintendent Cerutti:

Pursuant to Government Code Section 3547, the California School Employees Association, and its Elk Grove Chapter #831 (CSEA) hereby present its successor Initial Proposal for 2014/2015 year as follows:

- Article 3 – Association Rights
- Article 6 – Grievance Procedures
- Article 7 – Definitions
- Article 8 – Duty Hours and Working Conditions
- Article 9 – Transfers
- Article 10 – Personnel Files, Evaluations, and Probationary Period
- Article 13 – Salary
- Article 14 – Health and Welfare Benefits
- Article 16 – Vacation
- Article 17 – Leaves
- Article 18 – Professional Growth
- Article 19 – Safety

In order to comply with public notice requirements, please present CSEA's Initial Proposal at the next scheduled School Board Meeting. After completion of public notice requirements by CSEA and the District, CSEA is prepared to meet and begin negotiations.

If there are any questions regarding this notice, please feel free to contact me at (916) 727-7321.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Nanci Eastman  
Labor Relations Representative

NE/pm

c: Field Director; Area A Director; Regional Representative #72; Chapter President #831; File

Agenda Item No: \_\_\_\_\_

Supplement No. \_\_\_\_\_

Meeting Date November 4, 2014**Board Agenda Item****Subject:**Department: **Facilities and Planning****Public Hearing and Resolution to Convey Land at C.W. Dillard Elementary School to the County of Sacramento for the Wilton Community Center****Action Requested:**

The Board of Education is asked to: (1) Open a public hearing and receive comments on Resolution No. 23 authorizing the superintendent to execute a Conveyance Agreement, Grant Deed, Joint Use Agreement and related documents with the County of Sacramento for the Wilton Community Center; (2) Close the public hearing; and (3) Adopt Resolution No. 23.

**Discussion:**

The Wilton Community has long sought a place to create a community center, and the County of Sacramento also has sought to provide community facilities in the area. The construction of new facilities for C.W. Dillard Elementary School provides an opportunity that will benefit the District, the County and the Wilton Community by using redundant District property to establish the Wilton Community Center.

The C.W. Dillard Elementary School is under construction and will provide all necessary new facilities for the school. Most of the existing facilities, some dating to the 1950's, will be removed. The Board may recall from previous communication, Staff sought a continuing use for the well maintained and functional Multipurpose Building, and through on-going conversations with Supervisor Don Nottoli's Office, County of Sacramento Staff, the Wilton History Group and other members of the community, a plan for the Multipurpose Building to be owned and operated by the County as a Community Center for the Wilton area has emerged. In a win-win solution, the existing Multipurpose Building and the immediately surrounding land, approximately .42 acres, are proposed to be conveyed to the County to be operated and maintained by the County as the Wilton Community Center.

Because the Wilton Community Center will be in close proximity to the new C.W. Dillard, a Joint Use Agreement has been developed by Staff and the County, outlining operational procedures and the parameters of the shared use of District and County facilities.

The Board of Education is empowered by California Education Code 35160 to sell an interest in its real property to the County upon such terms and conditions as the parties may agree, and such sale may be entered into without complying with any other provisions of the Education Code related to the sale of the District's real property, so long as the resolution authorizing such a sale and prescribing its terms has been adopted by unanimous vote of all members of the District's Governing Board.

Upon completion of the new Dillard School, this land, building and related improvements will not be needed by the District and the County will use the property for the purpose of establishing the Wilton Community Center, and it is therefore in the best interest of the District and the community to convey this property to the County.

**Financial Summary:**

There are no financial impacts.

Prepared By: \_\_\_\_\_ Department Approval: Robert Pierce *RP*Prepared By: William Heinicke *WH* Superintendent Approval: Mark Cerutti, Interim *MC*

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

**RESOLUTION NO. 23**

**RESOLUTION APPROVING AND AUTHORIZING SUPERINTENDENT TO EXECUTE  
CONVEYANCE AGREEMENT, GRANT DEED, JOINT USE AGREEMENT AND RELATED  
DOCUMENTS WITH COUNTY OF SACRAMENTO FOR THE COUNTY'S PURCHASE OF  
DISTRICT PROPERTY FOR THE WILTON COMMUNITY CENTER**

**WHEREAS**, the Elk Grove Unified School District ("District") is the owner of certain real property located at 9721 Dillard Road, Wilton, California ("School Site"), site of C.W. Dillard Elementary School; and

**WHEREAS**, the County of Sacramento ("County") has requested that the District sell to the County a certain portion of the School Site, which portion consists of approximately 0.42 (forty two hundredths) acres and upon which stands one building and certain other improvements ("Property"), for the purposes of establishing the Wilton Community Center; and

**WHEREAS**, the District is willing to sell such Property under the terms and conditions of that certain Conveyance Agreement ("Agreement"), a copy of which has been presented to the Board at this meeting and which is on file with the District; and

**WHEREAS**, the Property is not currently needed by the District and the County will use the Property for the purpose of establishing, operating and maintaining the Wilton Community Center, which is a benefit to the public, and it is therefore in the best interest of the District to sell the Property to the County for such purpose; and

**WHEREAS**, The District and County have agreed to enter into a Joint Use Agreement (attached to the Agreement as Exhibit C), relating to the joint use of the Property and portions of the School Site and establishing responsibility for utility services, among other things; and

**WHEREAS**, this Board is empowered by California Education Code section 35160 to sell an interest in its real property to the County upon such terms and conditions as the parties may agree, and such sale may be entered into without complying with any other provisions of the Education Code related to the sale of the District's real property, so long as the resolution authorizing such sale and prescribing its terms has been adopted by unanimous vote of all of the members of the District's Governing Board, and notice of such action has been published in a newspaper of general circulation within the District once a week for three weeks prior to the approval of the transaction by the District; and

**WHEREAS**, the District has published such notice as required by law; and

**WHEREAS**, the District intends to comply with the above-referenced requirements by adoption of this Resolution; and

**WHEREAS**, the disposal of the Property by sale as surplus property is exempt from the California Environmental Quality Act ("CEQA") pursuant to Public Resource Code section 21084 and California Code of Regulations, Title 14, sections 15061(b)(2) and 15312; and

**WHEREAS**, following the sale of the Property to the County, the County will be responsible for compliance with CEQA with regard to County's future use of the Property for the specific use of the County's Wilton Community Center, and related purposes only.

**NOW, THEREFORE**, the Board of Education of the Elk Grove Unified School District finds, declares, and resolves as follows:

1. The foregoing recitals are hereby adopted as true and correct.
2. The Board of Education hereby approves and ratifies that certain Agreement with the County of Sacramento for the sale of approximately 0.42 acres (forty two hundredths of an acre) of land, and the building and related improvements existing thereon. The Agreement and related exhibits, including without limitation the Joint Use Agreement attached to the Agreement as Exhibit "C" and the Grant Deed attached as Exhibit "D" to the Agreement, in substantially the form submitted to this Board and attached to this Resolution as Exhibit "A," are each hereby approved and shall be executed and delivered on behalf of the District by the District's Superintendent, or his designee, subject to such changes or revisions therein as the Superintendent may find necessary or desirable. The Agreement, including all exhibits, contains all of the essential terms and conditions upon which said Property shall be sold and conveyed to, and used by, the County.
3. This Resolution and the proposed sale of the Property is found to be exempt from CEQA pursuant to Public Resource Code section 21084 and California Code of Regulations, Title 14, sections 15061(b)(2) and 15312. A Notice of Exemption regarding the sale of said surplus Property is directed to be filed in accordance with CEQA upon adoption of the Resolution.
3. The District's Superintendent or his designee, is authorized and directed to take such other and further actions as may be necessary or convenient to carry out the purpose and intent of this Resolution.
4. This Resolution shall take effect immediately upon its adoption.

*{Remainder of Page Intentionally Left Blank}*

The foregoing Resolution was adopted by the Board of Education of the Elk Grove Unified School District at a meeting of the Board on \_\_\_\_\_, 20\_\_\_\_, by the following vote:

AYES: \_\_\_\_\_

NOS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
President, Board of Education  
Elk Grove Unified School District

ATTEST:

\_\_\_\_\_  
Clerk, Board of Education  
Elk Grove Unified School District

RED File No: COP \_\_\_\_\_  
OWNER: Elk Grove Unified School District  
APN: 136-0320-006 (Portion)  
Project: Dillard Elementary School Acquisition (PARKS)

## CONVEYANCE AGREEMENT

This Conveyance Agreement, (hereinafter referred to as "**Agreement**"), dated for convenience as of the 1<sup>st</sup> day of July, 2015, (hereinafter referred to as "**Agreement Date**"), is made by and between **ELK GROVE UNIFIED SCHOOL DISTRICT**, Successor to Dillard Elementary School District of Sacramento County, a political subdivision of the State of California, (hereinafter referred to as "**DISTRICT**"), and the **COUNTY OF SACRAMENTO**, a political subdivision of the State of California, (hereinafter referred to as "**COUNTY**"), in consideration of the mutual covenants and agreements herein contained, and is subject to the conditions set forth below, and is made with reference to the following facts:

### RECITALS

- A. DISTRICT is the owner of that certain real property known as C. W. Dillard Elementary School located at 9721 Dillard Road, Wilton, CA 95693 (APN 136-0320-006), consisting of approximately ten (10) total acres, together with all rights, hereditaments, easements, appurtenances thereto belonging or otherwise appertaining, a 0.42-acre portion of which is more particularly described in the attached **Exhibit "A"** and depicted in the attached **Exhibit "B"**, (hereinafter referred to as "**Property**").
- B. DISTRICT and COUNTY have agreed to enter into a Joint Use Agreement, attached hereto as **Exhibit "C"**, relating to the use of the Property and establishing responsibility for utility services.
- C. COUNTY desires to accept from DISTRICT and DISTRICT desires to convey to COUNTY the Property, pursuant to the provisions of this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereto agree as follows:

#### 1. INCORPORATION OF RECITALS.

The foregoing recitals are true and correct and are hereby incorporated by reference.

#### 2. CONVEYANCE.



DISTRICT hereby agrees to convey and COUNTY hereby agrees to accept, upon the terms and conditions herein stated, the Property described above.

**2. CONSIDERATION.**

The consideration for the Property shall be public benefit purposes. DISTRICT and COUNTY agree that they will mutually benefit from the conveyance and joint use of the Property. Therefore, there shall be no monetary consideration for transfer of title to the Property.

**3. GRANT DEED.**

DISTRICT shall execute a Grant Deed, in the form set forth in **Exhibit "D"**, attached hereto and incorporated herein by reference, conveying title to the Property to the COUNTY. DISTRICT shall return the executed Grant Deed to the County of Sacramento Real Estate Division, at the address given in Paragraph 8: Notice, for recordation. Prior to recordation, the COUNTY shall attach an executed Certificate of Acceptance.

**4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF DISTRICT.**

- a. DISTRICT warrants that it is the owner in fee simple of the Property and that it has the exclusive right to sign this Agreement and convey the Property.
- b. To the best of DISTRICT's knowledge and belief, DISTRICT represents, warrants and covenants to COUNTY that the following are true as of the Agreement Date and shall continue to be true as of the date of Grant Deed recordation:
  1. DISTRICT has not received notice of any material violation of any federal, state, county or other governmental or quasi-governmental statute, ordinance, regulation or administrative or judicial order with respect to the Property.
  2. There is no action, suit or proceeding, which is pending or threatened against the Property or any portion thereof relating to or arising out of the ownership or use of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency or other governmental instrumentality.
  3. Except for such matters of record as may be disclosed in the Preliminary Title Report dated September 10, 2013, or any amendment thereto issued prior to recordation, (i) there are no leases, licenses, prescriptive easements or other third party rights to use or occupy any portion of the Property; and (ii) there are no adverse parties in possession of any portion of the Property; or (iii) there are no rights to purchase the Property or any portion thereof prior to those set forth herein which are held or claimed by any third party; or if there are any of the aforementioned interests, rights or claims, DISTRICT has disclosed any and all matters known by the DISTRICT, and shall provide to COUNTY copies of any written agreements and other documents evidencing such matters.

4. As of the Agreement Date, there shall be no unpaid bills or claims by DISTRICT in connection with any work on the Property.
5. During the period of DISTRICT's ownership of the Property, there has been no litigation or governmental administrative action or proceeding maintained or threatened against DISTRICT, nor any settlements reached by DISTRICT with any party or parties, alleging the presence, disposal, release or threatened release of any hazardous waste or hazardous substance on, from or under the Property. The Property is not subject to any "Superfund" or similar lien, or any claim by any government regulatory agency or third party related to the release or threatened release of any toxic or hazardous substance, material or waste.
6. Notwithstanding anything in the Agreement to the contrary, in the event either party becomes aware, between the Agreement Date and the date of Grant Deed recordation, of any substantive matter which would make any of DISTRICT's representations or warranties untrue, the parties shall have the right, within fifteen (15) days following their discovery of such matter or their receipt of notice of such matter, as appropriate, (i) to proceed to close this transaction with a mutually-acceptable indemnity from DISTRICT or COUNTY, as applicable, as to any liability arising out of the matter discovered, or (ii) to treat such matter as a failure of a condition and terminate this Agreement.
7. There are no leases affecting the Property requiring termination prior to the satisfaction of any condition to this Agreement.

## **5. RISK OF LOSS.**

In the event that any loss or damage to the Property, which materially and adversely affects the COUNTY's intended use of the Property, occurs prior to Grant Deed recordation, COUNTY may, without liability hereunder, terminate this Agreement or it alternatively may elect to accept the conveyance of title to such Property, or in its discretion, a portion thereof.

## **6. PRESERVATION OF PROPERTY.**

DISTRICT agrees that the Property herein described shall remain materially as it now is until Grant Deed recordation, and that DISTRICT will prevent and refrain from any use of the Property for any purpose or in any manner which would adversely affect the Property. Except as otherwise provided in Paragraph 4.b., above, DISTRICT shall not transfer, lease or encumber any interest in the Property prior to the date of Grant Deed recordation. In the event of any of the foregoing actions, COUNTY may, without liability, refuse to accept the conveyance of title, or alternatively may elect to accept conveyance of title to the Property or, in its discretion, a portion thereof.

## **7. POSSESSION.**

DISTRICT will deliver possession of the Property to COUNTY upon recordation of the Grant Deed.

## 8. NOTICE.

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by electronic facsimile and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if mailed, on the date of posting by the United States Post Office, or (iii) if given by electronic facsimile, when received by the other party.

TO DISTRICT: Elk Grove Unified School District  
9510 Elk Grove-Florin Road  
Elk Grove, CA 95624  
Attn: William Heinicke  
Telephone: (916) 686-7711

TO COUNTY: County of Sacramento  
Department of Regional Parks  
4040 Bradshaw Road  
Sacramento, CA 95827  
Attn: Director's Office  
Telephone: (916) 875-6132  
Fax: (916) 875-6632

With a copy to:  
County of Sacramento  
Real Estate Division  
Asset Management Section  
3711 Branch Center Road  
Sacramento, CA 95827  
Telephone: (916) 876-6200

Notice of change of address shall be given by written notice in the manner described in this Paragraph.

## 9. MISCELLANEOUS.

- a. **Partial Invalidity.** If any term of provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, or is found to be prohibited by law, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable or prohibited, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- b. **Waivers.** No waiver of any breach of any covenant or provision hereof shall be deemed a waiver of any preceding or succeeding breach hereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act except those of

the waiving party, which shall be extended by a period of time equal to the period of delay.

- c. **Entire Agreement.** This Agreement (including all exhibits attached hereto) is the final expression of, and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understanding with respect thereto. This Agreement may not be modified, changed, supplemented, superseded, canceled or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto and lawful assignees.
- d. **Authority of Signators.** Each party to this Agreement warrants to the other that it is duly organized and existing and each signatory hereto represents to the other party that it has full right and authority to enter into and consummate this Agreement and all related documents.
- e. **Attorney Fees.** Either party may bring a suit or proceeding to enforce or require performance of the terms of this Agreement, and each party in that suit or proceeding shall be responsible for its own attorney's fees and costs.
- f. **Survival of Representations.** Notwithstanding any provisions of this Agreement, the covenants, representations, warranties, hold harmless and indemnification obligations made by each party herein shall survive (1) the recordation of the Grant Deed and shall not merge with title, and (2) the termination and/or cancellation of this Agreement.
- g. **Additional Documents.** DISTRICT agrees to execute such other documents and instruments as may be reasonably requested by COUNTY.
- h. **Commission.** There is no real estate, finders or other commission due or payable by reason of this transaction. Each party shall indemnify the other for any actions which may cause the other party to be liable for a real estate brokerage or sales commission arising here from.
- i. **Governing Law.** This Agreement shall be governed by the laws of the State of California.
- j. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto.
- k. **Time of Essence.** DISTRICT and COUNTY hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by either party shall constitute a material breach of and a non-curable (but waivable) default under this Agreement by the party so failing to perform.
- l. **Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed by the parties to create the relationship of principal and agent, a partnership, joint venture or any other association between DISTRICT and COUNTY.

- m. **Construction of Agreement.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. It is agreed and acknowledged by the parties hereto that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.
- n. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, by all of which, together, shall constitute one and the same instrument.

*{Remainder of Page Intentionally Left Blank}*

This Agreement shall bind the respective heirs, personal representatives, successors, and assigns of the parties hereto.

**IN WITNESS WHEREOF, the parties have executed the Agreement the day and year first above written as follows:**

**COUNTY:**

County of Sacramento, a political  
subdivision of the State of California

**DISTRICT:**

Elk Grove Unified School District,  
Successor to Dillard Elementary  
School District of Sacramento  
County, a political subdivision of the  
State of California

By: \_\_\_\_\_  
MICHAEL M. MORSE, Director  
Department of General Services

Under delegated authority by  
SCC 2.61.020

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO TERMS**

\_\_\_\_\_  
Jeffrey R. Leatherman, Director  
Department of Regional Parks

**REVIEWED AND APPROVED BY  
COUNTY COUNSEL**

\_\_\_\_\_  
Stephanie G. Percival  
Deputy County Counsel

**Exhibit "A" To Agreement**  
**Legal Description**  
**Page 1 of 2**

**EXHIBIT A**  
**Legal Description**  
**Wilton Community Center**

Being located in Section 6, Township 6 North Range 7 East M.D.M. and being a portion of Lot 11 as shown on that certain Record of Survey on file in the Official Records, in Book 83 of Surveys at Page 25, County of Sacramento, State of California.

Being described as follows:

Beginning at a point on the Northeasterly Right of Way of Colony Road; said point bears North 54°42'11" West 207.55 feet from the intersection of the Northeasterly Right of Way of Colony Road and the Southeasterly property line of Lot 11 as shown on that certain Record of Survey on file in the Official Records, in Book 83 of Surveys at Page 25, County of Sacramento, State of California.

Thence from said Point of Beginning the following sixteen (16) courses:

- 1) Along the Northeasterly Right of Way of Colony Road North 54°42'11" West 79.47 feet;
- 2) Leaving said Right of Way North 21°27'00" East 86.66 feet;
- 3) South 68°33'00" East 7.50 feet;
- 4) North 21°27'00" East 6.00 feet;
- 5) North 68°33'00" West 7.50 feet;
- 6) North 21°27'00" East 11.53 feet;
- 7) South 69°01'22" West 9.99 feet;
- 8) North 19°07'12" East 13.64 feet;
- 9) East 109.19 feet;
- 10) South 124.44 feet;
- 11) West 51.67 feet to a curve to the left;
- 12) Along a curve to the left with a radius of 60.69 feet having a central angle of 21°34'49" with an arc length of 22.86 feet subtended by a chord of South 78°45'23" West 22.72 feet;
- 13) South 00°48'28" East 1.92 feet;
- 14) South 89°25'43" West 12.33 feet;
- 15) South 07°17'59" West 8.42 feet;
- 16) South 34°29'55" West 15.71 feet to the Point of Beginning;

Containing: 18,291 square feet +/-

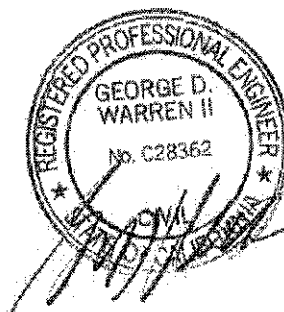
0.42 Acres +/-

**Exhibit "A" To Agreement**  
**Legal Description**  
**Page 2 of 2**

Basis of bearing for this description is identical to aforesaid Record of Survey on file in the Official Records, in Book 83 of Surveys at Page 25, County of Sacramento, State of California.

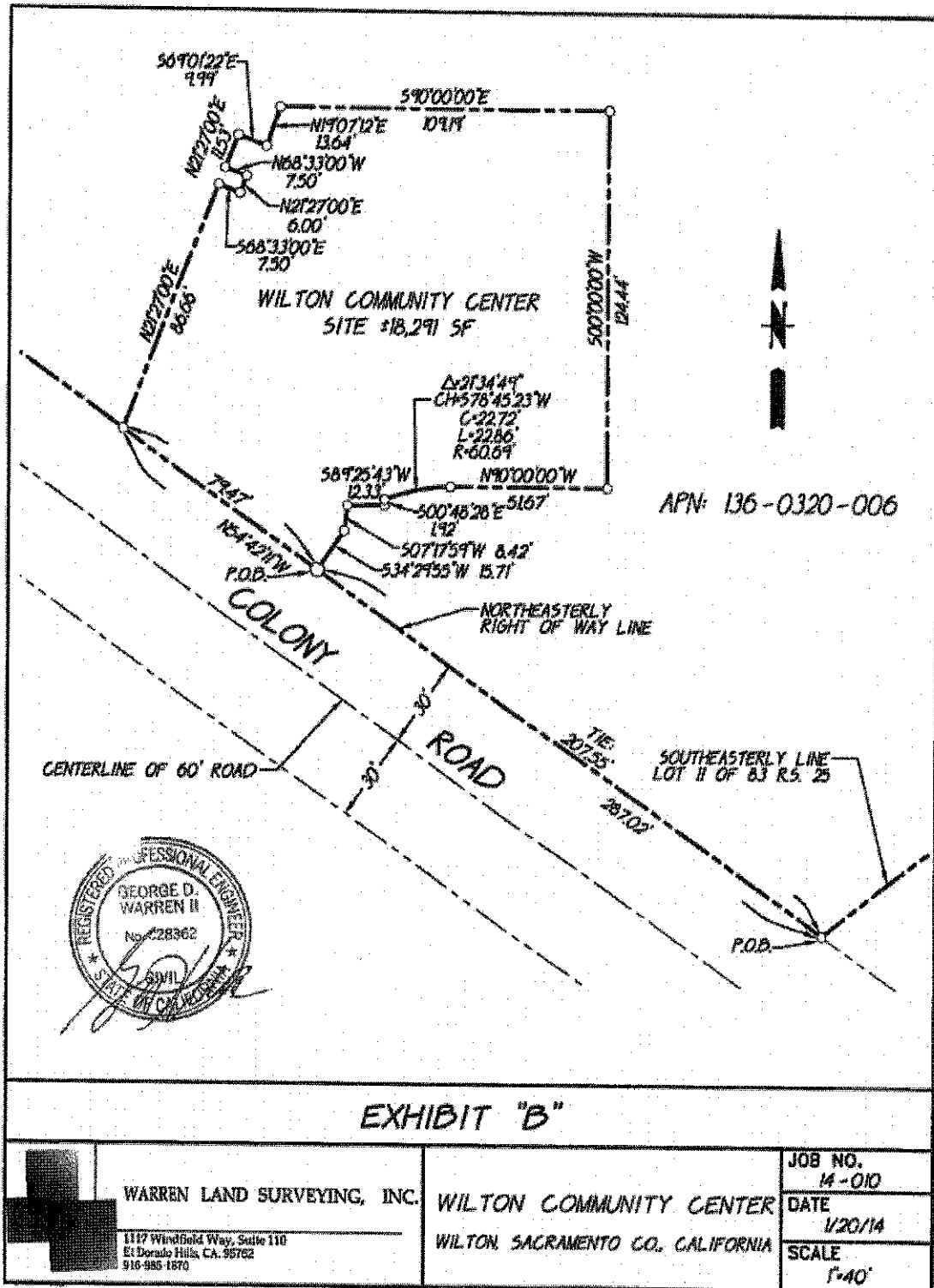
End of Description

Prepared By: Warren Land Surveying, Inc.  
1117 Windfield Way, Ste. 110  
El Dorado Hills, CA 95762  
January 15, 2014





# Exhibit "B" To Agreement Plat Map



**EXHIBIT "C" to Agreement**  
**Joint Use Agreement**

**Joint Use Agreement attached as a separate document.**

## EXHIBIT C

### JOINT USE AGREEMENT BETWEEN ELK GROVE UNIFIED SCHOOL DISTRICT AND THE COUNTY OF SACRAMENTO REGARDING USE OF FACILITIES AT C. W. DILLARD ELEMENTARY SCHOOL

This Joint Use Agreement ("Agreement") is executed and entered into as of July 1, 2015, between the Elk Grove Unified School District, a political subdivision of the State of California (hereinafter "District"), and the County of Sacramento, a political subdivision of the State of California (hereinafter "County").

#### BACKGROUND

1. District has separately agreed under the terms of an Agreement for Acquisition of Fee Interest in Real Property to convey to County, and County has separately agreed to accept, a portion of Assessor's Parcel Number 136-0320-006, consisting of approximately 0.42 acres, on Colony and Dillard Road in Wilton, California, and the existing multipurpose building and related improvements upon it (hereinafter "County Property"). The parties hereto intend this Agreement to be subject to County's processing of a lot split of APN 136-0320-006, which will result in a new legal parcel consisting of the County Property and a new legal parcel consisting of the remainder of the District Property.
2. County intends to use the multipurpose building situated upon and part of the County Property as a community center (hereinafter "Center") for residents of the Wilton area. The County Property is adjacent to the C. W. Dillard Elementary School (hereinafter "School") owned by District (hereinafter "District Property"). The County Property and the District Property are shown on the final site plan attached hereto as Exhibit "A."
3. California Education Code Sections 10900, *et seq.*, empower District and County to cooperate with each other and enter into agreements for the purposes of organizing, promoting, and conducting programs for community recreation; establishing a system of playgrounds and recreation; and acquiring, constructing, improving, maintaining, and operating recreational centers.
4. District and County desire to enter into this Agreement to set forth the terms and conditions of joint public use of (i) the Center and (ii) the parking lot, restrooms, outdoor playfield areas and playground portions of the District Property (collectively, the "School Facilities").

ACCORDINGLY, District and County agree as follows:

#### 1. USE OF CENTER AND SCHOOL FACILITIES; UTILITIES FOR CENTER

- 1.1. Joint Use of Facilities. During the term of this Agreement, District shall have the right to use the Center as set forth herein and County shall have the right to use the School Facilities as set forth herein. Title to the Center shall at all times remain vested in

## EXHIBIT C

County and title to the School Facilities shall at all times remain vested in District. Consistent with the Civic Center Act, District may make the School Facilities available to other community groups and will inform County of such events. Scheduling between County and District shall be as provided in Section 2.2.

- 1.2. Electric Utilities and Communication Services. County shall pay all charges associated with the installation of its own metered electric service, telephone, data, and other electronic signal services with respect to the Center and County shall pay all usage charges associated therewith. District shall have no liability or responsibility for provision of such services.
- 1.3. Propane Equipment and Supply. County has possession of the existing propane gas tank (and its contents) situated on the County Property under terms of the acquisition agreement and County shall provide all future propane for the Center. District shall have no liability to County or financial responsibility for repair or maintenance of the propane gas tank and lines, or for injuries arising from the use or operation of said tank and lines.
- 1.4. Water, Storm Drain and Septic Services. District will provide potable water, storm drain and septic/sewer services to the Center via existing pipes and other related infrastructure but District shall have no further liability or responsibility for provision of such services, except as expressly provided herein.
  - 1.4.1. District and County will meet annually each April to review the physical condition of the water, storm drain and septic/sewer systems serving the Center and to establish if repairs or servicing are needed or can be anticipated. Any and all such repair or servicing costs, whether anticipated or not, are to be shared equally between County and District, or equitably apportioned between the parties by mutual agreement, and the assigned proportional share paid by each party.
  - 1.4.2. District shall have access to the County Property for the purposes of maintenance of and repairs to the water, storm drain and septic/sewer systems. County hereby grants District, its employees, officers and authorized agents a license to access County Property at all reasonable times for such maintenance and repair purposes and shall indemnify and hold harmless District for any claims, demands, actions, losses, liabilities, damages, expenses or costs incidental to such access. District shall coordinate such maintenance and repairs with County. In the event of an emergency District shall notify County as to the condition and operation of the potable water, storm drain and/or septic sewer system servicing the Center.
  - 1.4.3. County will operate, maintain and repair its own landscape and irrigation system at its own cost, with respect to the County Property and keep such County Property in a safe and clean condition, and District shall have no liability or responsibility for the provision of such services.
  - 1.4.4. In the event public water and public sewer lines are connected directly to the Center, County shall be solely responsible for payment of the Center's connection fees, County will thereafter be responsible for payment of the monthly water and sewer service costs for the Center and District shall have no liability or responsibility for payment of such costs.
  - 1.4.5. District and County agree that while every effort has been made to identify and isolate existing pipes, wiring, and other infrastructure within the County Property such that, except as noted above, each property is served and operates separately, unforeseen pipes, wiring or other infrastructure may be identified in the future.

## EXHIBIT C

District and County agree to inform each other if unforeseen pipes, wiring or other infrastructure are discovered and to assess and coordinate any work required as a result under the terms of Section 1.4.1 and 1.4.2.

### 2. SCHOOL CALENDAR AND HOURS

- 2.1. School Calendar. District will inform County by May 31, of each year of the anticipated calendar for the School for the following school year, including days of operation, holidays and breaks. The calendar for the School for the current year is attached hereto as Exhibit "B."
- 2.2. Primary Contacts; Scheduling. From time to time, District and County will each establish a primary administrative contact for the School and the Center to communicate schedules, events, parking, and coordination of all other aspects of this agreement. The initial primary contact for the School shall be the School's Principal, currently Sandra Wiest, and the initial primary administrative contact for the Center shall be the Director of Regional Parks, currently Jeff Leatherman. The primary administrative contacts for School and Center will inform each other of scheduled events as they occur, and coordinate events to avoid scheduling conflicts and to provide availability of shared facilities.
- 2.3. Third Party Use of School Facilities. District and County agree to require any community group proposed to use the School Facilities to execute and deliver to the District or County primary administrative contact a written statement of information as required by Education Code Section 38136, certifying to the effect that the School Facilities will not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the government of the United States by force, violence or other unlawful means.
- 2.4. Hours of Operation. With the exception of the use of the School parking lot, the parties hereto agree that at no time will County schedule events at the Center or on County Property which will involve the shared use of any portion of the School site or School Facilities identified under this Agreement (Overflow Parking, School bathrooms, playgrounds, etc.), at any time during School Hours or during which District events are taking place on the School site. The parties hereto further mutually agree to undertake all reasonable efforts to ensure that County Invitees and members of the general public shall not be allowed to come on to or into contact with students on the School site (with the sole exception of the School parking lot) during the School Hours. Anticipated hours of operation of the School for the typical school day are Monday through Friday, from 7:00 a.m. to 4:00 p.m. ("School Hours"). District will inform County of significant changes to these times.
- 2.5. Coordination with County Events Outside School Hours. In addition to the times set forth on the School calendar, County will provide for an additional one half (1/2) hour for arrival and departure activities before and after regularly or specialty scheduled School events when scheduling Center events and/or use of the County Property for purposes of this Agreement. County shall give District five (5) days' notice of any events that are proposed to occur proximate to (within a half hour of) the School's start and/or end times in order to allow County and the School to coordinate events, avoid parking congestion, and coordinate use of any School Facilities.

## EXHIBIT C

### 3. PARKING

- 3.1. Provision of District Parking Spaces to County. District shall provide parking for the Center in the School's parking lot. All vehicles of County's employees, Invitees and members of the general public must be parked in striped, developed parking spaces. Parking spaces will not be assigned to County except by mutual agreement of District and County. District and County's primary administrative contacts will keep record of any such particular parking space assignments. Neither the school bus lane nor the drop-off/pick-up lane shall be available for the County, its employees, Invitees or members of the general public, at any time. With the exception of the School parking lot, at no time shall County employees, Invitees and/or members of the general public be allowed access to the Center or County Property through the School site during School Hours and/or during any District events.
- 3.2. Capacity. The School parking lot will have a capacity of approximately one hundred sixty (160) spaces. Up to fifty (50) of these spaces will be made available for County's use on a daily basis, during School Hours, but which shall be subject to School use during School Hours and District events.
- 3.3. Priority Use. District, its staff, students, and parents/guardians of students will have priority use of all parking spaces in the School parking lot during School Hours and during regularly or specially scheduled District events. District events include, without limitation, sporting events, practices, and special weekend and evening events.
- 3.4. Overflow Parking. The hardcourt play area portion of the School Facilities shall be made available for "overflow" parking, upon advance request by County and arrangement with the District's primary administrative contact, as may be needed for large events held by County, subject to scheduling requirements of Sections 2.1 through 2.5, and Section 3.3.

### 4. ACCESS TO SCHOOL FACILITIES BY COUNTY; ACCESS TO CENTER BY DISTRICT

- 4.1. Use of School Facilities. District agrees that County may use the School Facilities outside of School Hours, as defined in Section 2.4, at no cost, but subject to the parking restrictions contained in Section 3. District shall have first priority for scheduling use of School Facilities. County shall have first priority for scheduling use of School Facilities at times other than School Hours and/or District events, provided that such use shall not interfere with District operations.
- 4.2. County Use of School Facilities Restrooms. County shall have access to and use of School Facilities restroom facilities during County-scheduled activities. Under no circumstances shall the School Facilities Restrooms (or any restrooms on the District Property) be used by the County, its employees, Invitees and/or members of the general public during School Hours and/or during District Events.
- 4.3. Fees Charged for Direct Costs. The District's adopted Facility Use Fee consistent with the Civic Center Act (Ed. Code, §§ 38130 *et seq.* and associated regulations) will apply to any use by County of the School Facilities, other than parking and overflow parking uses. Such fees shall be paid by County to offset District direct costs. District shall charge such fees in accordance with the fee schedule posted on the District's website, as modified from time to time: [http://www.egusd.net/community/facilities\\_use.cfm](http://www.egusd.net/community/facilities_use.cfm).

## EXHIBIT C

4.4. Use of School. County's use of the School Facilities shall not interfere with the operation of the School during School Hours, District events, and/or the use of District Property by other community groups.

4.5. Use of Center. County agrees that District may use the Center during school hours upon request of and coordination with the County primary administrative contact, as set forth in the scheduling provisions of Section 2.2. The County shall have first priority for scheduling use of the Center for community events and activities. After school hours use of the Center shall be in accordance with County adopted fee schedule posted on the Department of Regional Parks web page.

### 5. ALCOHOL AND TOBACCO

5.1. Serving of alcoholic beverages at the Center and/or County Property is prohibited during School Hours and/or during any District events taking place on the District Property.

5.2. The use and/or possession of tobacco, alcohol, and/or controlled substances are prohibited on District Property at all times.

5.3. Smoking is prohibited on County Property during School Hours and shall only be permitted on County Property consistent with County policy during non-School Hours.

### 6. DAMAGE TO PROPERTY

6.1. County Liable for Costs. County shall be responsible for the cost of repair and/or replacement of any School property, School Facilities and/or District Property which is lost, damaged, or stolen during and/or as the result of County's use of the School site, School Facilities and/or District Property, normal wear and tear excepted. County shall promptly notify District upon County's actual knowledge of any loss or damage to the School site, School Facilities and/or District Property of which the County becomes aware during and/or in conjunction with County's use of same.

6.2. District Liable for Costs. District shall be responsible for the cost of repair or replacement of any County Property which shall be lost, damaged, or stolen during and/or as the result of District's use of the Center and/or County Property, normal wear and tear excepted. District shall promptly notify County upon District's actual knowledge of any loss or damage to the County Property of which the District becomes aware during and/or in conjunction with District's use of same.

### 7. INDEMNITY

To the fullest extent permitted by law, County shall indemnify, defend and hold harmless District and each of District's officers, directors, officials, employees, and authorized volunteers and agents from and against any and all Claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (Collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, sustained by any person or to any person or to any property in, on, or about the District Property or County Property resulting in injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property, including but not limited to the District Property or County Property, arising out of, pertaining to, or resulting from the acts or omissions of County, its officers, directors, officials, employees, authorized volunteers and agents, contractors, invitees, or guests.

## EXHIBIT C

To the fullest extent permitted by law, District shall indemnify, defend and hold harmless County and each of County's officers, directors, officials, employees, and authorized volunteers and agents from and against any and all Claims, including cost of defense, settlement, arbitration, and reasonable attorneys' fees, sustained by any person or to any person or to any property in, on, or about the District Property or County Property resulting in injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property, including but not limited to the District Property or County Property, arising out of, pertaining to, or resulting from the acts or omissions of District, its officers, directors, officials, employees, authorized volunteers and agents, contractors, invitees, or guests.

It is the intention of the Parties that the provisions of this Indemnity be interpreted to impose on each Party responsibility to the other for the acts and omissions of their officers, directors, officials, employees, authorized volunteers and agents, contractors, invitees or guests. It is also the intention of the Parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any Claims attributable to the fault of that party, its officers, directors, officials, employees, authorized volunteers and agents, contractors, invitees, or guests.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Parties.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

### 8. INSURANCE OR SELF-INSURANCE

Each party, at its sole cost and expense, shall carry commercial policies of insurance, or self-insure, its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for comprehensive general liability, which will insure District or County, as applicable, against liability for injury or death of persons and damage to County Property or District Property, as applicable. Each policy shall be for not less than \$1,000,000 per occurrence for any one person injured or killed, and not less than \$1,000,000 for property damage, and shall be maintained on an occurrence basis. Each party agrees to provide the other proof of such coverages, naming the other party as "additional insured" where appropriate and shall also provide thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of the Agreement.

### 9. TERM OF AGREEMENT

9.1. Term. This Agreement shall be in effect for a term of ten (10) years from the date of execution ("Initial Term"). The parties may mutually agree to extend this Agreement



## EXHIBIT C

for additional five (5) year terms (each an "Additional Term") by written agreement executed by the parties at any time prior to the end of the Current Term.

- 9.2. Termination. Either party may terminate this Agreement, upon 90 days' written notice to the other party. Within thirty (30) days of such notice, parties will meet to discuss the impacts of such cessation of use on the terms of this Agreement.
- 9.3 Change of Use. The intent of this Agreement, upon sale of the County Property to the County, is the establishment, and ongoing use of the Center for, a community center benefiting the local community. Similarly, the District Property is intended to be used for the continuing operation of a school benefiting the local community. If at any time after execution of this Agreement and during its term, the District or County intend to (i) change the use of the District Property or the County Property, respectively, or (ii) sell the District Property or County Property, respectively, then the parties agree to meet, prior to any such change in use or sale, in order to discuss the impacts and compatibility of the proposed new use. The parties covenant to work in good faith with one another to resolve any issues that may be raised by a party relating to compatibility of the proposed change of use or other potential material impairments of use by virtue of the proposed change of use. The parties agree to mitigate the impacts of any such change in use on the other party to the extent reasonably practicable.

10. NOTICES. All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the address set forth below:

**TO THE COUNTY:**

County of Sacramento  
Department of Regional Parks  
4040 Bradshaw Road  
Sacramento, CA 95827  
Attn: Director

**TO THE DISTRICT:**

Elk Grove Unified School District  
Attn: Associate Superintendent of Facilities & Planning  
9510 Elk Grove-Florin Road  
Elk Grove, CA 95624

11. AMENDMENT. This Agreement may be amended, modified, or supplemented only in writing signed by both Parties.

12. ENTIRE AGREEMENT. This Agreement and its exhibits or other attachments, if any, constitute the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms, or conditions are deemed merged into this Agreement and its attachments.

## EXHIBIT C

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

14. BINDING EFFECT. This Agreement is for the benefit of and shall be binding on all parties and their respective successors, heirs, and assigns.

15. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy of an original, with copies of all signatures appended together, shall be deemed a fully executed original of this Agreement.

16. SEVERABILITY. If any provision of this Agreement is held to be void, voidable, or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

17. INTERPRETATION. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

18. BOARD APPROVAL. The parties recognize that the effectiveness of this Agreement is contingent upon approval by District's Governing Board and County's Governing Board.

19. OTHER DOCUMENTS OR ACTS. The parties agree to work together diligently and to execute related documents and perform related acts necessary for the successful performance of this Agreement.

20. RELATIONSHIP OF PARTIES. The parties hereto agree that each is not an employee, agent or representative of the other party, and that this Agreement does not give rise to any type of partnership or joint venture.

21. COMPLIANCE WITH LAW; LIMITATION UPON USE. Each party agrees to comply with all federal, state and local laws, statutes, codes, ordinances, rules, regulations, policies and requirements (collectively, "Law") regarding their respective use of County Property or District Property under this Agreement. The parties further agree that they shall not cause County Property or District Property to be used, occupied, or improved under this Agreement in any manner or for any purpose that is in any way in violation of any Law. If any license, permit, or other governmental authorization is required for either party's lawful use of County Property or District Property, such affected party shall procure and maintain same to the extent required by Law. Each party shall be solely and completely responsible for the safety of all persons and property associated with their respective use of County Property or District Property, and all materials, equipment, and supplies provided by such party during said use shall fully conform to all applicable Law.

22. FINGERPRINTING. To the extent that District determines it necessary that any employee, officer, agent, or Invitee of County shall be required to submit fingerprints of any applicable

## EXHIBIT C

employees, officers, agents, or Invitee of the Department of Justice in accordance with Education Code Sections 45125.1, County agrees to make said individuals available for fingerprinting and to reasonably cooperate with the DOJ screening process. County further agrees that any persons who are not allowed by law to come into contact with District students as a result of said fingerprinting and screening shall be prohibited from accessing the District Property during School Hours and during District events.

23. ATTORNEY'S FEES AND COSTS. Any party may bring a suit or proceeding to enforce or require performance of the terms of this Permit, and each party in that suit or proceeding shall be responsible for its own attorney's fees and costs.

### **IT IS HEREBY SO AGREED:**

IN WITNESS WHEREOF, the parties have affixed their signatures.

ELK GROVE UNIFIED SCHOOL DISTRICT

COUNTY OF SACRAMENTO

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

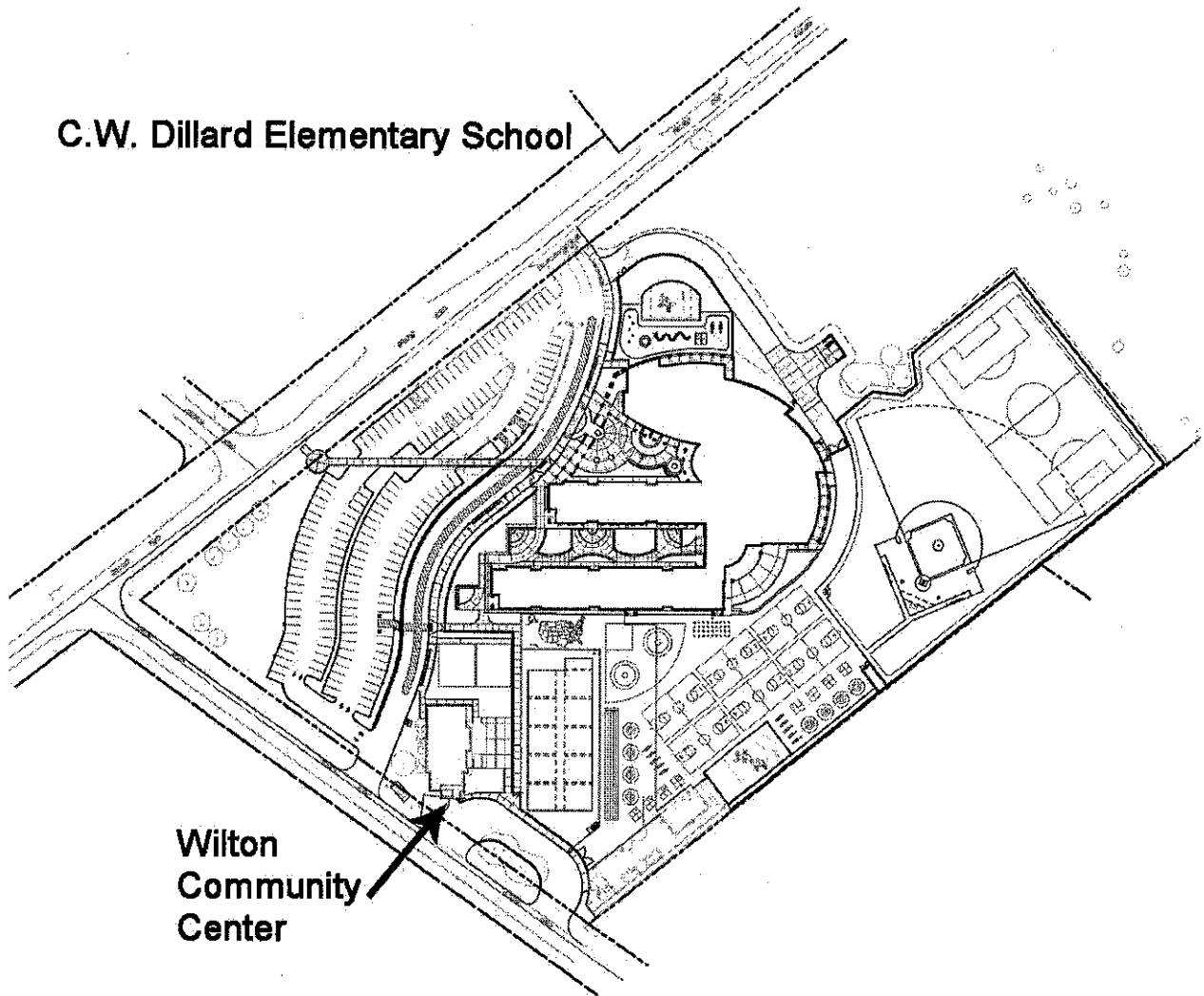
Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT C**

**EXHIBIT A**

**FINAL SITE PLAN**



# EXHIBIT B

## INITIAL SCHOOL SCHEDULE

Elk Grove Unified School District

2015-2016 Traditional Calendar

July 2015						
Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2015						
Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2015						
Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

October 2015						
Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2015						
Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

December 2015						
Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January 2016						
Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 2016						
Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

March 2016						
Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2016						
Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

May 2016						
Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2016						
Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### Traditional Schedule Information

NOTE: Schools on a block schedule may have different days for report cards and minimum days.

Aug. 10-12 Preservice days (no school)  
 Aug. 13 First day of school  
 Oct. 9 End of 1st quarter and report cards (7-12 min. day)  
 Nov. 3 K-6 Report Card Prep Day (minimum day)  
 Nov. 13, 18-20 Elementary parent conferences (minimum day)  
 Nov. 20 Elementary 1st trimester report cards (minimum day)  
 Dec. 18 K-12 min. day

Jan. 4 No school, teacher preservice day  
 Feb. 10 K-6 Report Card Prep Day (minimum day)  
 March 1-4 Elementary parent conferences (minimum day)  
 March 4 Elementary 2nd trimester report cards (minimum day)  
 March 11 End of 3rd quarter and report cards (7-12 min. day)  
 May 17 K-6 Report Card Prep Day (minimum day)  
 May 26 Last day of school (minimum day and report card)

**EXHIBIT "D" to Agreement  
Grant Deed**

**EXHIBIT D**

**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**

**SEND TAX/ASSESSMENT BILLS TO:**  
**County of Sacramento**  
**Department of Regional Parks**  
**4040 Bradshaw Road**  
**Sacramento, CA 95827**

**Okay to Accept**  
**Name/Date:**

**Print Name & Dept:**

**APN:** 136-0320-006, portion

**Project Name & Dept:** Dillard Elementary School  
Acquisition (Regional Parks)

**THIS SPACE FOR RECORDER'S USE ONLY**

**GRANT DEED**

**ELK GROVE UNIFIED SCHOOL DISTRICT**, Successor to Dillard Elementary School District of Sacramento County, a political subdivision of the State of California, does hereby grant to the **COUNTY OF SACRAMENTO**, a political subdivision of the State of California, all that real property in the unincorporated area, County of Sacramento, State of California, bounded and described as follows, to-wit:

**See Exhibits "A" and "B" attached hereto and made part hereof;**

and is subject to the Joint Use Agreement between said parties, attached hereto as **Exhibit "C"**.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**Elk Grove Unified School District**, Successor to Dillard Elementary School District of Sacramento County, a political subdivision of the State of California

**Enter Name, Superintendent**  
**Under delegated authority by**  
**Resolution No.:**  
**Dated:**

**R-DOC LOG NO.** \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

<p>STATE OF _____)</p> <p>COUNTY OF _____)</p> <p>On _____ before me, _____, notary public, <small>date name of notary officer</small></p> <p>personally appeared _____, <small>name(s) of signer(s)</small></p> <p>_____</p> <p>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.</p> <p>I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.</p> <p>WITNESS my hand and official seal.</p> <p>_____ Signature of Notary</p>	<p>-----OPTIONAL SECTION-----</p> <p><b>CAPACITY CLAIMED BY SIGNER</b></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> <p>_____ 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> <p>_____ _____ _____</p> <p><b>SIGNER IS REPRESENTING:</b> Name of Person(s) or entity(ies)</p> <p>_____ _____ _____</p>
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**OPTIONAL SECTION:**

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

- County of Sacramento -

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 County of Sacramento, a political subdivision of the State of California, is hereby accepted by the undersigned officer pursuant to authority conferred by Sacramento County Code 2.61.020 and the Grantee consents to recordation thereof by its duly authorized officer.

_____ Director of General Services	_____ Date
.....	



**EXHIBIT A**  
**Legal Description**  
**Wilton Community Center**

Being located in Section 6, Township 6 North Range 7 East M.D.M. and being a portion of Lot 11 as shown on that certain Record of Survey on file in the Official Records, in Book 83 of Surveys at Page 25, County of Sacramento, State of California.

Being described as follows:

Beginning at a point on the Northeasterly Right of Way of Colony Road; said point bears North 54°42'11" West 207.55 feet from the intersection of the Northeasterly Right of Way of Colony Road and the Southeasterly property line of Lot 11 as shown on that certain Record of Survey on file in the Official Records, in Book 83 of Surveys at Page 25, County of Sacramento, State of California.

Thence from said Point of Beginning the following sixteen (16) courses:

- 1) Along the Northeasterly Right of Way of Colony Road North 54°42'11" West 79.47 feet;
- 2) Leaving said Right of Way North 21°27'00" East 86.66 feet;
- 3) South 68°33'00" East 7.50 feet;
- 4) North 21°27'00" East 6.00 feet;
- 5) North 68°33'00" West 7.50 feet;
- 6) North 21°27'00" East 11.53 feet;
- 7) South 69°01'22" West 9.99 feet;
- 8) North 19°07'12" East 13.64 feet;
- 9) East 109.19 feet;
- 10) South 124.44 feet;
- 11) West 51.67 feet to a curve to the left;
- 12) Along a curve to the left with a radius of 60.69 feet having a central angle of 21°34'49" with an arc length of 22.86 feet subtended by a chord of South 78°45'23" West 22.72 feet;
- 13) South 00°48'28" East 1.92 feet;
- 14) South 89°25'43" West 12.33 feet;
- 15) South 07°17'59" West 8.42 feet;
- 16) South 34°29'55" West 15.71 feet to the Point of Beginning;

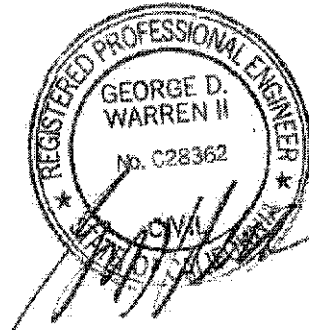
Containing: 18,291 square feet +/-

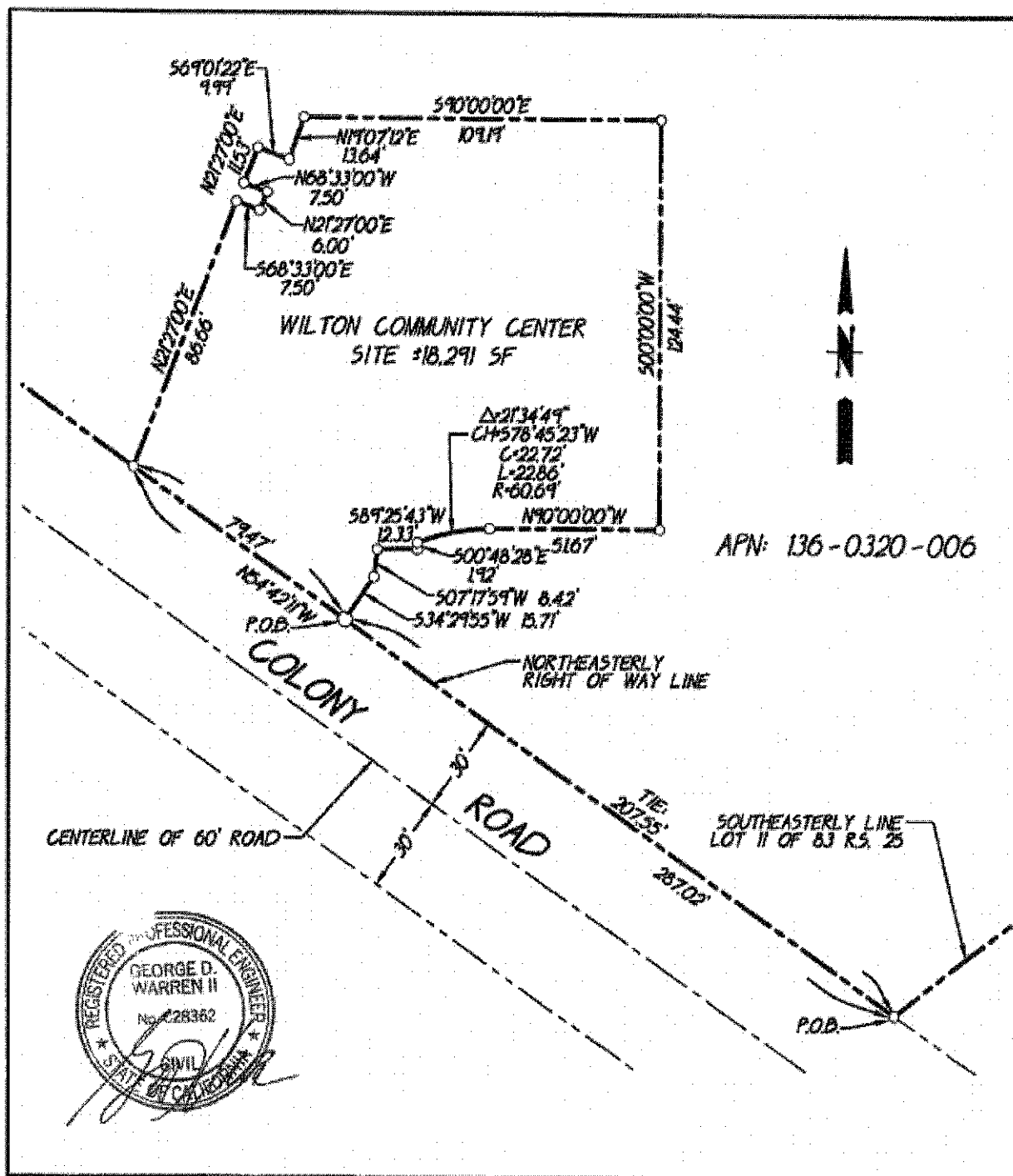
0.42 Acres +/-

Basis of bearing for this description is identical to aforesaid Record of Survey on file in the Official Records, in Book 83 of Surveys at Page 25, County of Sacramento, State of California.

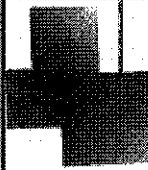
End of Description

Prepared By: Warren Land Surveying, Inc.  
1117 Windfield Way, Ste. 110  
El Dorado Hills, CA 95762  
January 15, 2014





## EXHIBIT "B"

 <p>WARREN LAND SURVEYING, INC.</p> <p>1117 Windfield Way, Suite 110 El Dorado Hills, CA. 95752 916-985-1870</p>	<p>WILTON COMMUNITY CENTER</p> <p>WILTON, SACRAMENTO CO., CALIFORNIA</p>	<p>JOB NO. 14-010</p> <p>DATE 1/20/14</p> <p>SCALE 1"=40'</p>
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**EXHIBIT "C"**  
**Joint Use Agreement**

**Joint Use Agreement attached as a separate document.**

Board Agenda Item
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Supplement No. \_\_\_\_\_

Meeting Date November 4, 2014**Subject:**Department: Curriculum/Professional Learning

**2015-2016 EGUSD Comprehensive High School Course Catalog and College/Career Planning Guide, Middle School Course Catalog, and Alternative Education Course Catalog and College/Career Planning Guide**

**Action Requested:**

The Board of Education is requested to receive and review the 2015-2016 Comprehensive High School Course Catalog and College/Career Planning Guide, Middle School Course Catalog, and the Alternative Education Course Catalog and College/Career Planning Guide.

**Discussion:**

The 2015-2016 Elk Grove Unified School District course catalogs provide information for courses offered in the district in secondary schools. Additional information is provided regarding graduation requirements, career academy programs, and college testing.

The EGUSD Comprehensive High School Course Catalog and College/Career Planning Guide includes all district high school courses, including Career Technical Education (CTE) programs, and the adopted curricula for each course. The catalog is also available in Spanish and Hmong for students and their families requiring a translated version.


The district's Middle School Course Catalog provides parents and students with an overview of core academic courses offered at each middle school. In addition, the catalog lists adopted curriculum materials and outlines general information about elective program options. There is also a section that addresses Frequently Asked Questions to assist parents in understanding the transition between elementary and middle schools. Information on high school graduation requirements, "a-g" requirements, and college is provided for students' pre-planning.

The Alternative Education Course Catalog and College/Career Planning Guide contains information about our district's alternative high schools and independent study program. The catalog also includes details about the district's Linked Learning CTE courses and provides descriptions for these courses.

The 2015-2016 course catalogs will continue to be provided electronically via our district website <http://www.egusd.net/academics/catalogs.cfm> and through each school's website. Students who do not have Internet access will be provided a hard copy of the catalog during the course selection process, which typically begins in December.

**Financial Summary:**

\$12,000 for the printing of the comprehensive high school course catalog  
 \$ 2,000 for the printing of the middle school course catalog  
 \$ 500 for the printing of the alternative high school course catalog  
 \$14,500 Total Cost

Prepared By: Jerrilyn M. Ewing Division Approval: Mark Cerutti Superintendent Approval: Mark Cerutti, Interim

**Board Agenda Item**

Supplement No. \_\_\_\_\_

Meeting Date November 4, 2014**Subject:**Department: Education Services**Revisions to Board Policy 6174 – Education for English Language Learners****Action Requested:**

The Board of Education is requested to receive and provide input to the first reading of the proposed board policy revision to 6174, as aligned with the California School Board Association (CSBA).

**Discussion:**

A review of the existing board policy showed that our current policy needed to be updated. The necessary changes are suggested to the following Board Policy in the 6000 Instruction series:

BP 6174 – Education for English Language Learners

Any new or replacement language aligns with the California School Boards Association (CSBA) model policies.

**Financial Summary:**

No financial impact.

Prepared By: Sue LarsonDepartment Approval: Mark Cerutti *M.C.*

Prepared By: \_\_\_\_\_

Superintendent Approval: Mark Cerutti *M.C.*

**EDUCATION FOR ENGLISH LANGUAGE LEARNERS**

The Governing Board intends to provide students who are English learners with challenging curriculum and instruction that develops proficiency in English as rapidly and effectively as possible in order to assist students in accessing the full educational program and achieving the district's academic standards. English learners shall be provided English language development instruction targeted to their English proficiency level and aligned with state content standards. The district's program shall be based on sound instructional theory and shall be adequately supported so that English learners can achieve results at the same academic level as their English-proficient peers in the regular course of study.

The Board encourages staff to exchange information with staff in other districts and the county office of education about programs, options, and strategies for English learners that succeed under various demographic conditions.

(cf. 4112.22 – Staff Teaching English Learners ~~Students of Limited English Proficiency~~)

The Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

(cf. 4112.22 – Staff Teaching English Language Learners)

The Superintendent or designee shall encourage parent and community involvement in the development, implementation, and evaluation of English language development programs. In addition, to support students' English language development, the Superintendent or designee may provide an adult literacy training program for parents/guardians and community members that leads to English fluency.

(cf. 0420 – School Plans/Site Councils)

(cf. 1220 – Citizen Advisory Committees)

(cf. 6020 – Parent Involvement)

**Identification and Assessment**

The Superintendent or designee shall maintain procedures which provide for the identification, assessment and placement of English language learners and for their reclassification based on criteria adopted by the Board and specified in administrative regulations.

Once identified as an English learner, a student shall be annually assessed for language proficiency until he/she is reclassified based on criteria specified in administrative regulation.

**EDUCATION FOR ENGLISH LANGUAGE LEARNERS****Definitions**

In a "Structured English Immersion" classroom students receive nearly all instruction in English and include the following: a sequential English Language Development (ELD) program including Language Arts and/or sheltered English content with language support as needed.

The District has defined the term "nearly all" as follows: Students will receive all classroom instruction in English. Clarification, explanation, and support will be provided in the student's primary language whenever possible.

**Type of Instruction**

At the elementary level, all English language learners are provided English Language Development instruction on a daily basis, as well as access to core curriculum.

At the secondary level, students who are Level 1 or 2 on the California English Language Development Test (CELDT) or are new to the country and have not yet been tested, shall be educated through a "structured English immersion" program during a temporary transition period not normally to exceed one year. "Nearly all" of the classroom instruction in the district's structured English immersion program shall be in English, but with the curriculum and presentation designed for students who are learning the language. (Education Code 305, 306)

When an English language learner has acquired a reasonable level of English proficiency as measured by any of the state-designated assessments approved by the California Department of Education or any locally developed assessments and using other criteria developed by the district, he/she shall be transferred from a structured English immersion classroom to an English language general education classroom in which the instruction is "overwhelmingly" in English. (Education Code 305; 5 CCR 11301)

An English language learner has acquired "a reasonable level of English proficiency" when he/she has achieved an overall CELDT score of 4 or 5, or an overall score of 3 with no subtest lower than a 3.



**EDUCATION FOR ENGLISH LANGUAGE LEARNERS**

(cf. 6011 – Academic Standards)  
(cf. 6162.5 – Student Assessment)  
(cf. 6171 – Title I Programs)

**Parental Exception Waivers**

At any time during the school year, the parent/guardian of an English language learner may have his/her child moved into an English language mainstream program. (5 CCR 11301)

Parent/guardian requests for waivers from Education Code 305 regarding placement in a structured English immersion program shall be granted in accordance with law and administrative regulation.

When allowed by law, the parent/guardian of an English learner may submit a request that his/her child be exempted from placement in a structured English immersion program and instead be placed in a class where he/she is taught English and other subjects through bilingual education techniques or other generally recognized education methodologies permitted by law. (Education Code 310-311).

Each waiver request shall be considered on its individual merits with deference given to parent preference for student placement.

A waiver request shall be granted in accordance with law unless the principal and educational staff have determined that an alternative program would not be better suited to the student's overall educational development. (5 CCR 11309)

If the Superintendent or designee denies the waiver request, he/she shall provide a written justification to the parent/guardian describing the reasons for the denial. A parent/guardian may appeal the Superintendent's decision in writing to the Board. The Board may consider the matter at its next regular Board meeting. The Board may decide not to hear the appeal, in which case the Superintendent's decision shall be final. If the Board hears the appeal, the Superintendent shall send the Board's decision to the parent/guardian within seven working days.

**Program Evaluation**

To evaluate the effectiveness of the district's educational program for English learners, the Superintendent or designee shall report to the Board, at least annually, regarding the progress of English learners towards proficiency in English, the number and percentage of English learners reclassified as fluent English proficient, the number and percentage of English learners who are or are at risk of being classified as long-term English learners, the achievement of English learners on standards-based tests in core curricular areas, and a comparison of current data with data from at least the previous year.

## EDUCATION FOR ENGLISH LANGUAGE LEARNERS

The Superintendent or designee also shall provide the Board with regular reports from any district or school wide English learner advisory committees.

### Legal Reference:

#### EDUCATION CODE

300-340 English language education for immigrant children  
430-446 English Learner and Immigrant Pupil Federal Conformity Act  
33050 State Board of Education waiver authority  
33308.5 CDE guidelines not binding  
44253.15-44253.110 Qualifications for teaching English learners  
~~Certification for bilingual cross-cultural competence~~  
48985 Notices to parents in language other than English  
51101-51101.1 Rights of parents to information  
51101.1 Rights for parents of English learners  
52130-52135 Impacted Languages Act of 1984  
52160-52178 Bilingual Bicultural Act  
~~52180-52186 Bilingual teacher training assistance program~~  
~~54000-54028 Programs for disadvantaged children~~  
60200.7 Suspension of state instructional materials adoption  
60605.87 Supplemental instructional materials, English language development  
60810-60812 Assessment of Language Development  
62001-62005.5 Continuation of advisory committee after program sunsets  
~~Evaluation and sunseting of programs~~

#### CODE OF REGULATIONS, TITLE 5

~~4320 Determination of funding to support programs to overcome the~~  
~~linguistic difficulties of English learners~~  
11300-11316 English Language Learner Education  
11510-11516 California English Language Development Test

#### UNITED STATES CODE, TITLE 20

1701-1705 Equal Educational Opportunities Act  
6312 Local education agency plans  
6801-6871 Title III, Language instruction for limited English proficient and immigrant students  
7012 Parental notification

#### COURT DECISIONS

Valeria G. v. Wilson, (9<sup>th</sup> Circuit) 2002 U.S. App. Lexis 20956  
California Teachers Association et al. v. State Board of Education et al., (9<sup>th</sup> Circuit, 2001) 271 F.3d 1141  
McLaughlin v. State Board of Education, (1999) 75 Cal.App.4<sup>th</sup> 196

**EDUCATION FOR ENGLISH LANGUAGE LEARNERS**

Teresa P. et al v. Berkeley Unified School District et al, (1989) 724 F.Supp. 698  
Casteneda v. Pickard, (5<sup>th</sup> Cir. 1981) 648 F.2d 989  
ATTORNEY GENERAL OPINIONS  
83 Ops.Cal.Atty.Gen. 40 (2000)

**Management Resources:**

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS  
California English Language Development Test (CELDT): 2012-13 CELDT  
Information Guide, 2012  
English Language Development Standards for California Public Schools:  
Kindergarten through Grade Twelve, 2012  
Matrix of Test Variations, Accommodations, and Modifications for Administration  
of California Statewide Assessments  
U.S. DEPARTMENT OF EDUCATION NONREGULATORY GUIDANCE  
Assessment and Accountability for Recently Arrived and Former Limited English  
Proficient (LEP) Students, May 2007

**Websites:**

California Department of Education: <http://www.cde.ca.gov/sp/el>  
U.S. Department of Education: <http://www.ed.gov>

~~Guidelines for Reclassification of English Learners, September 2002~~  
~~Accommodations for the California English Language Development Test,~~  
~~Revised 8/13/01~~

**Policy**

Adopted: July 5, 1994  
Revised: September 3, 1996  
February 18, 2003  
July 12, 2011

**ELK GROVE UNIFIED SCHOOL DISTRICT**  
**Elk Grove, California**

**Board Agenda Item**

Supplement No. \_\_\_\_\_

Meeting Date November 4, 2014**Subject:** Changes to Interdistrict Transfer Process**Division:** Secondary Education**Action Requested:**

The Board is asked to review revisions made to the Sacramento County Interdistrict Transfer Process form.

**Discussion:**

A committee of representatives from each Sacramento County School District developed an Interdistrict Transfer application in 2011, which was intended to be used by each district in the county.

The committee met again in 2013/2014 to further clarify documents required for approval of the Interdistrict Transfer form to be used by each of the Sacramento County School Districts. A copy of the revised document is included for the Board's review.

The District will begin use of this document/process upon approval by the Board of Education.

**Financial Summary:**

N/A

**Prepared By:** Christina C. Penna**Division Approval:**  Christina C. Penna**Prepared By:** \_\_\_\_\_**Superintendent Approval:**  Mark Cerutti, Interim Superintendent

SCHOOL DISTRICT  
**Application for Interdistrict Transfer Permit (ITP)**  
(Grades TK-12)

☐ New ITP Application   ☐ ITP Renewal   **Must attach current report card/transcript, discipline, & attendance records from last school of attendance.**

(One student per app.)

Student Name \_\_\_\_\_ Current School Year \_\_\_\_\_ ITP Requested School Year(s) \_\_\_\_\_

Date of Birth \_\_\_\_\_ Current Grade \_\_\_\_\_ ITP Requested Grade(s) \_\_\_\_\_

Legal Parent/Guardian \_\_\_\_\_ Email Address \_\_\_\_\_

Cell # \_\_\_\_\_ Home # \_\_\_\_\_ Work # \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Last School Attended \_\_\_\_\_ District \_\_\_\_\_

School of Residence \_\_\_\_\_ District \_\_\_\_\_

Requested School \* \_\_\_\_\_ District \_\_\_\_\_

(\*Enrolling School District Shall Decide School of Enrollment)

**Applicant must attach written documentation to justify each reason(s) for the transfer request. These reasons are further explained on page 2, section 4.**

<input type="checkbox"/> Romero Open Enrollment Request	API of (Romero) School of Residence _____	<input type="checkbox"/> Child Care (TK-8)	(Letter and Proof of Residency from Provider)
<input type="checkbox"/> Parent Employment	(Proof of Employment with Work Address)	<input type="checkbox"/> Academic Program Outside of District	(Acceptance Letter)
<input type="checkbox"/> Health and Safety	(Letter of Explanation and/or Doctor's Note)	<input type="checkbox"/> Sibling on Current Approved ITP	(Proof of Sibling Attendance)
<input type="checkbox"/> Complete Current School Year	<input type="checkbox"/> Complete Final Two Years at Current School	<input type="checkbox"/> SARB/Probation/CPS Ordered Placement	(Court Documents)
<input type="checkbox"/> Planned Relocation to Requested District within 60 Days	(Lease/Loan Docs)	<input type="checkbox"/> Other	(Letter of Explanation)

Is the student currently pending disciplinary action or under an expulsion order? ☐ Yes ☐ No

Is student a foster youth? ☐ Yes ☐ No

**Special Services?** (check all that apply)

☐ GATE (Proof of Enrollment)  
☐ Section 504 Plan (Copy of 504 Plan)  
☐ English Learner (Proof of Enrollment)

**Special Education Services?**

☐ Yes ☐ No  
Currently Receives Services? ☐ Yes ☐ No

Pending Assessment? ☐ Yes ☐ No  
(Must Attach Most Recent IEP)

**PARTICIPATION IN SPORTS** – If the pupil participates in any athletic program governed by the California Interscholastic Foundation (CIF), he/she may not be eligible to participate at the new school. The parent/guardian should check the CIF rules before submitting an application.

BY MY SIGNATURE BELOW, I certify that to the best of my knowledge the information provided in this application is true and correct. I understand that issuance of a permit does not guarantee initial enrollment at the requested school site, and the district of attendance has discretion to determine the appropriate school site. I am agreeing to the Terms of Agreement on Page 2 of this document. I attest that I am the legal parent/guardian with custodial and educational rights.

Legal Parent/Guardian's Signature \_\_\_\_\_ Date \_\_\_\_\_

This application for Interdistrict Transfer and attendance and any approved Interdistrict Transfer Permit (ITP) are governed by the Terms of the Interdistrict Transfer and Attendance Agreement on page 2 of this document.

**INTERDISTRICT ATTENDANCE PERMIT (GRADES TK-12) FOR SCHOOL YEARS 20 \_\_\_\_ - 20 \_\_\_\_ \***

**(\*ITP Term to be completed by enrolling district in consultation with district of residence. ITP Term is not to exceed 5 school years or the date the pupil is expected to transition from one school to another within the enrolling district.)**

RESIDENT SCHOOL DISTRICT: <input type="checkbox"/> GRANTED <input type="checkbox"/> DENIED	
Reason(s) for denial: _____	
Authorized Signature _____	Date _____
<b>Special Education Only:</b>	
Authorized Special Education Signature _____	Date _____

REQUESTED / ENROLLING DISTRICT: <input type="checkbox"/> GRANTED <input type="checkbox"/> DENIED	
Reason(s) for denial: _____	
Authorized Signature _____	Date _____
<b>Special Education Only:</b>	
Authorized Special Education Signature _____	Date _____

**INTERDISTRICT TRANSFER AND ATTENDANCE AGREEMENT (GRADES TK-12)**  
**(ITP AGREEMENT)**

This Agreement is made between the Governing Boards of the resident and requested school district in accordance with the provisions of Education Code sections 35160 and 46600 et seq. The school districts and parent(s)/pupil are referred to in this Agreement individually as a "Party," and collectively as the "Parties." This Agreement applies only to these parties. Enrollment through an interdistrict transfer permit (ITP) is subject to continued enrollment. If the pupil disenrolls after the ITP has been granted or moves out of the district of residence into another district, the parent/pupil must reapply for a new ITP.

**TERMS OF AGREEMENT**

The Parties agree as follows:

1. **Effectiveness of Agreement.** This Agreement shall become effective as soon as the affected school districts' Governing Boards or designees have ratified the Agreement. This Agreement is effective only with regard to students in grades TK-12 who are enrolled in grade levels mutually maintained by the Parties.
  2. **Term of Agreement.** Pursuant to Education Code section 46600, subdivision (a), the term of this Agreement shall be effective for the dates indicated on page 1. The Agreement will govern interdistrict transfers of the Parties' students for the term of the Agreement.
  3. **Reapplication Requirements.** A pupil with an ITP must reapply for a new ITP before being promoted to middle or high school or before transitioning from one school to another in the district. A pupil with an ITP to attend an alternative school in the district must reapply annually. In deciding whether to grant a subsequent ITP, in addition to the factors listed in sections 4 and 5, the district may require the pupil to have met the following standards: 95% attendance rate; 2.0 GPA or satisfactory marks in TK-6; and a satisfactory discipline record (including no discipline issues for which the ITP could be revoked under paragraph 10).
  4. **Terms and Conditions for Permitting a Transfer.** The Governing Board or designee may approve an ITP for a student under this Agreement based upon any of the following reasons:
    - ☐ Student is enrolled or accepted in a program not available in the district of residence;
    - ☐ To meet the student's special mental, physical, educational, health, or safety needs as certified by a physician, school psychologist or other appropriate school, medical, or law enforcement personnel;
    - ☐ As set forth in Education Code section 46600(b), when school personnel have determined that pupil has been the victim of bullying;
    - ☐ When recommended by the School Attendance Review Board, county child welfare, probation or a social service agency in documented cases of serious home or community issues that make it inadvisable for the student to attend in the district of residence;
    - ☐ When a student has siblings concurrently attending the same requested school;
    - ☐ When parent(s)/guardian(s) provide sufficient written evidence, as required by the district that the family will be moving to a new district within 60 days and would like the student to start the year in the new district;
    - ☐ To allow a student to remain in their current school within two years of graduation or promotion from that school;
    - ☐ The pupil's desire to remain in his/her school of current attendance for the balance of the semester or school year despite his/her parent's or guardian's change of address;
    - ☐ To address the childcare needs of the student in grades TK-8;
    - ☐ Parent/guardian's employment is inside the requested district. (Ed. Code, § 48204.) (This is a residency determination and may not be appealed);
    - ☐ To meet the conditions of the Open Enrollment Act. (Ed. Code, § 48350 et seq.)
- When there are special circumstances for compelling educational or personal reasons beyond those stated above, the request will be referred to the Governing Board or Designee for a final decision;
5. **Terms or Conditions for Denying a Transfer.** The Governing Board or designee of the school district may deny an ITP for a student under this Agreement based upon any of the following reasons:
    - ☐ If school facilities are overcrowded at the relevant grade level;
    - ☐ If district resources are limited;
    - ☐ If district determines that pupil grades, attendance, or behavior are unsatisfactory for district program; or
    - ☐ Any other consideration so long as it is not arbitrary.
  6. **Notice of Denial of Transfer.** Written notice of the denial of an ITP shall be provided by the district denying the request. Written notice of the denial of an ITP shall, in all instances, advise the parent/guardian of the student whose ITP has been denied of all information required by Education Code section 46601.
  7. **District Appeal Process.** A parent/pupil must exhaust all appeals within the district before he/she may appeal the denial of an interdistrict transfer to the County Board of Education. (Ed. Code, § 46601.)
  8. **Transportation.** Unless otherwise agreed to or provided for by law, a student attending a school other than his/her district of residence under this Agreement is not entitled to and shall not receive home to school transportation from either his/her district of residence or district of attendance.
  9. **Costs of Transfer Students.** Unless otherwise specifically provided for by law, the costs associated with the education provided to and services rendered for transfer students under this Agreement shall not be the responsibility of the district of residence.
  10. **Terms for Revocation of an ITP.** Except as otherwise limited herein, the Parties agree that an ITP may be revoked before the conclusion of the school year based upon the grounds listed below. Revocation of an ITP may not be appealed to the County Board.
    - a. If a student does not maintain a 95% attendance rate and/or a SART or SARB has been held;
    - b. If a student does not maintain a 2.0 GPA in grades 7-10 or satisfactory marks in TK-6;
    - c. If a student has any suspendable offenses and/or the pupil has a behavior support plan;
    - d. If a student is recommended for expulsion; or
    - e. If determined that information provided to support an ITP application is inaccurate, invalid, falsified, or no longer applies.

However, once an ITP has been approved, the enrolling district may not revoke a student's existing ITP because of overcrowded facilities.

Agenda Item No: \_\_\_\_\_

Supplement No. \_\_\_\_\_

Meeting Date November 4, 2014**Board Agenda Item****Subject:**Department: Facilities and Planning

Resolution Acknowledging that the State Facility Program Bond Authority is Exhausted

**Action Requested:**

The Board of Education is asked to consider and approve Resolution No. 24 acknowledging that the State School Facility Program Bond Authority is exhausted.

**Discussion:**

The Governing Board is asked to consider the "Resolution of the Board of Education of the Elk Grove Unified School District Acknowledging that the State Facility Program Bond Authority is Exhausted." As a result of the State School Facility Bond Authority being exhausted, the Office of Public School Construction (OPSC) and the State Allocation Board (SAB) is requiring adoption of this resolution before they will accept funding applications. Although OPSC is still accepting applications they have instituted this new policy for the first time in the history of the School Facility Program requiring Districts to acknowledge that funding is not and may not be available for projects in the future.

The language in the resolution is required verbatim by the State's School Facility Program Regulations. This new requirement was derived out of the SAB's concern with the potential perception that Districts and the public might feel that by accepting applications the State would be obligated to fund projects without current funding availability. The resolution is designed to recognize that no funding is guaranteed for future project applications.

District Staff believes strongly that the State has a constitutional obligation to provide for the education of California's school age children and that adequate facilities are an integral part of this obligation. The District also believes that it has a responsibility to continue to apply for State funding under rules and procedures of the existing School Facility Program.

The last statewide school facilities bond was passed in 2008, and as the Board may be aware the Governor recently denied bipartisan legislation, which unanimously swept through both houses of the Legislature, that would have placed a Statewide facilities bond measure on the November 2014 ballot. Staff has been invited and is taking a very active role in working with the Legislative Analyst's Office, Department of Finance, OPSC and various other State offices as well as school district coalitions to advocate and to help shape and determine the future of State school facilities funding for public education.

Staff recommends adoption of this resolution as a mechanism to allow applications to continue to be submitted, thus preserving their place in line if/when the funding program is restored.

**Financial Summary:**

Acknowledges impacts of a current lack of state funding for school facilities on projects.

Prepared By: \_\_\_\_\_ Department Approval: Robert Pierce Prepared By: William Heinicke  Superintendent Approval: Mark Cerutti, Interim 

**RESOLUTION OF THE BOARD OF EDUCATION OF THE  
ELK GROVE UNIFIED SCHOOL DISTRICT ACKNOWLEDGING THAT  
THE STATE FACILITY PROGRAM BOND AUTHORITY IS  
EXHAUSTED**

WHEREAS, the Elk Grove Unified School District (District) intends to continue to file eligibility and funding applications under the School Facility Program (commencing with section 17070.10 et. Seq., of the education code); and

WHEREAS, at this time, all new construction and modernization bond authority has been exhausted; and

WHEREAS, pursuant to School Facility Program (SFP) regulations, the District can continue to submit applications for new construction and modernization eligibility and funding; and

WHEREAS, the Governing Board acknowledges that the State will continue to accept applications but they will not be processed for final grant determination or approved for funding;

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE ELK GROVE UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

The School Board accepts and acknowledges the following language applies to funding application submitted for the School Facility Program.

- (1) The school board acknowledges that the remaining School Facility Program bond authority is currently exhausted for the funds being requested on this application.
- (2) The school board acknowledges that the State of California is not expected nor obligated to provide funding for the project and the acceptance of the application does not provide a guarantee of future State funding.
- (3) The school board acknowledges that any potential future State bond measures for the School Facility Program may not provide funds for the application being submitted.
- (4) The school board acknowledges that criteria (including, but not limited to, funding, qualifications, and eligibility) under a future State school facilities program may be substantially different than the current School Facility Program. The district's Approved Application may be returned.
- (5) The school board acknowledges that they are electing to commence any pre-construction or construction activities at the district's discretion and that the State is not responsible for any pre-construction or construction activities.

AND BE IT FURTHER RESOLVED, the School Board accepts and acknowledges the above language applies to funding applications submitted under the School Facility Program for the following new school and or modernization projects:

Laguna Ridge North Elementary School  
C.W. Dillard Elementary School

Anatolia II Elementary School



AND BE IT FURTHER RESOLVED, in addition to the projects above, the School Board accepts and acknowledges the above language applies to funding applications submitted under the School Facility Program for any other projects as necessary in the District.

The foregoing Resolution was adopted by the Board of Education of the Elk Grove Unified School District at a meeting of the Board on \_\_\_\_\_, 20\_\_\_\_, by the following vote:

AYES: \_\_\_\_\_

NOS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
President, Board of Education  
Elk Grove Unified School District

ATTEST:

\_\_\_\_\_  
Clerk, Board of Education  
Elk Grove Unified School District

**Board Agenda Item****Subject:**Division: Curriculum/Professional Learning**Memorandum of Understanding between EGUSD and Sacramento County Office of Education****Action Requested:**

The Board of Education is requested to approve the Memorandum of Understanding (MOU) with the Sacramento County Office of Education for services to deliver instructional support to staff.

**Discussion:**

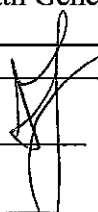
The Elk Grove Unified School District wishes to enter into a contract with the Sacramento County Office of Education to deliver instructional support services to staff in the amount of \$75,000.00 as detailed below:

1. Provide 100 days of site-based implementation of Common Core State Standards for Mathematics associated with K-8 Math Generation training. Dates and locations are to be determined through June 30, 2015.
2. Facilitate three two-hour sessions of Instructional Rounds to the teachers and administrators.
3. Provide an evaluation service.

If you have any questions, please contact Anna Trunnell in Curriculum/Professional Learning at 686-7757.

**Financial Summary:**

\$75,000.00 out of the Math Generation Grant funds.

Prepared By: Anna Trunnell Division Approval: Mark Cerutti 

Prepared By: \_\_\_\_\_

Superintendent Approval: Mark Cerutti, Interim 

## **MEMORANDUM OF UNDERSTANDING**

Agreement EMS # 0749

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

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

### **SCOE agrees to:**

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

MOU Contact:  
Dave Chun  
(916) 228-2244  
[dchun@scoe.net](mailto:dchun@scoe.net)

Services provided by:  
Fran Gibson  
(916) 228-2312  
[fgibson@scoe.net](mailto:fgibson@scoe.net)

2. Provide one hundred days of site-based implementation of Common Core State Standards for Mathematics training and support for the district staff. Dates and locations are to be determined July 1, 2014 through June 30, 2015. Support includes:

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

3. Facilitate three 2-hour sessions of Instructional Rounds to the teachers and administrator.
4. Provide an evaluation of service.
5. Invoice **District** upon completion of services to:

Elk Grove Unified School District  
9510 Elk Grove Florin Road  
Elk Grove, CA 95824

### **School agrees to:**

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

Mark Cerutti, Superintendent  
(916) 986-7700  
[mcerutti@equsd.net](mailto:mcerutti@equsd.net)

**MEMORANDUM OF UNDERSTANDING, Agreement EMS # 0749**

2. Ensure the site principal/district representative is present during services.
3. Participate in an evaluation of service.
4. Provide facility, insurance, and indemnification.
5. Remit payment to SCOE within 60 days of invoicing.

**Total Fee:**

- a. The fee is \$750/per day
- b. Total of \$75,000.

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

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

SCOE and School shall monitor this agreement to oversee implementation of service.

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

**Elk Grove Unified School District**  
Mark Cerutti, Superintendent

\_\_\_\_\_  
Signature and Date

9/25/14

\_\_\_\_\_  
Signature and Date

# ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 15

## Board Agenda Item

Supplement No. \_\_\_\_\_

Meeting Date: November 4, 2014

### **Subject:**

Sacramento City Unified School District (SCUSD) Contract Approval

**Division:** Secondary Education

### **Action Requested:**

**The Board of Education is asked to review and approve the contract for services between the Sacramento City Unified School District (SCUSD) and the Elk Grove Unified School District (EGUSD)**

### **Discussion:**

As part of its implementation of its \$6 million California Career Pathway Trust (CCPT) grant, EGUSD will contract with SCUSD to form a regional consortium to:

- Build a regional infrastructure to support high-demand career pathway programs that meets Sacramento's economic needs and fully prepares young adults for postsecondary education and work.
- Increase employer engagement and strengthen the existing system for work-based learning.
- Increase alignment with higher education partners in order to facilitate student transitions from high school to post-secondary study.
- Provide career academy and pathway teachers and counselors with comprehensive professional development in strategies that support integrated, cross-curricular and work-based learning.

The over-arching purpose of the four-year CCPT project is to strengthen a regional system of support for college and career readiness. It will provide services for students enrolled in career academies and pathways in both school districts from 2014-15 through 2017-18.

#### EGUSD will:

- Serve as the Fiscal Agent for the CCPT.
- Employ
  - A Program Specialist to manage and coordinate Capital Academies and Pathways, the consortium formed by EGUSD and SCUSD.
  - 5.5 FTE Sector Coaches to serve academy and pathway teams in the following sectors: Advanced Manufacturing and Engineering, Agriculture and Food Production, Energy and Infrastructure, Health Science and Medical Technology and Information and Communication Technology/Digital Media. The coaches will mentor academy and pathway teams in both districts.
  - A Research Analyst to implement the data collection for the project.

#### SCUSD will:

- Employ a Work-based Learning Coordinator to serve academy and pathway teams and certificated staffing to support post-secondary transitions in both districts.

#### Both districts will:

- Provide stipends for teachers in up to 35 career pathways for professional development activities.
- Provide release days/substitute teachers for professional development for teachers in up to 35 career pathways.

As stipulated within EGUSD's CCPT application, EGUSD will allocate \$772,316 in the following annual amounts to SCUSD to provide the services described above:

School Year	Dollar Amount
2014/2015	\$150,524.00
2015/2016	\$236,540.00
2016/2017	\$191,665.00
2017/2018	\$193,587.00

**Financial Summary:**

EGUSD will allocate \$772,316 of CCPT funding to SCUSD from 2014-15 through 2017-18.

**Prepared By:** Kathy Hamilton

**Division Approval:**  Christina Penna

**Prepared By:** \_\_\_\_\_

**Superintendent Approval:** Mark Cerutti, Interim Superintendent 

**COPY**

## **AGREEMENT FOR SERVICES**

THIS AGREEMENT FOR SERVICES ("**Agreement**") is made and entered into effective upon the date signed by both parties ("**Effective Date**"), by and between the ELK GROVE UNIFIED SCHOOL DISTRICT ("**EGUSD**") and the SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ("**SCUSD**").

### **RECITALS**

WHEREAS, EGUSD was awarded a four-year California Career Pathway Trust (CCPT) grant by the California Department of Education; and

WHEREAS, SCUSD is a partner to EGUSD's CCPT project; and

WHEREAS, through the CCPT, EGUSD and SCUSD have formed the consortium, Capital Academies and Pathways (CAP); and

WHEREAS, the objectives the EGUSD's CCPT project are to:

- Build a regional infrastructure to support high-demand career pathway programs that meets Sacramento's economic needs and fully prepares young adults for postsecondary education and work;
- Increase employer engagement and strengthen the existing system for work-based learning;
- Increase alignment with higher education partners in order to facilitate student transitions from high school to post-secondary study
- Provide career academy and pathway teachers and counselors with comprehensive professional development in strategies that support integrated, cross-curricular and work-based learning

WHEREAS, CAP intends to employ staff and collaborate with the following regional partners to implement its CCPT project: Sacramento Employment and Training Agency, Los Rios Community College, NextEd, College and Career Academy Support Network, ConnectEd, Foundation for California Community Colleges, California State University at Sacramento, University of California at Davis, and Ford Next Generation Learning; and

WHEREAS, the services identified in the CCPT proposal serve students enrolled in academies and pathways in both the EGUSD and SCUSD; and

WHEREAS, EGUSD and SCUSD believe that a pathway-based approach is a best-practice to prepare youth for college and career success; and

WHEREAS, the governing board of EGUSD desires that the EGUSD contract with SCUSD to provide services stipulated in the CCPT proposal and the SCUSD governing board desires to contract with EGUSD to provide services stipulated in the CCPT proposal pursuant to the terms of this Agreement.

## **OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the above recitals and of the covenants and agreements contained herein, the parties hereto agree as follows:

1. **Term**. The term of this Agreement ("**Term**") shall commence on the Effective Date, and terminate on June 30, 2018, unless earlier terminated pursuant to **Section 13** hereof.
2. **Services**.

2.1. As defined within the CCPT, EGUSD shall provide certain services including, without implied limitation, the following:

2.1.1. Serve as the Fiscal Agent for the CCPT.

2.1.2. Employ a Program Specialist to manage and coordinate CAP.

2.1.3. Employ 5.5 FTE qualified Sector Coaches to serve academy and pathway teams in the following sectors: Advanced Manufacturing and Engineering, Agriculture and Food Production, Energy and Infrastructure, Health Science and Medical Technology and Information and Communication Technology/Digital Media. The coaches will mentor academy and pathway teams in both EGUSD and SCUSD.

2.1.4. Employ a Research Analyst to implement the data collection for the project.

2.1.5. Allocate funds to SCUSD to provide the services defined in Section 2.2, below.

2.1.6. Schedule and facilitate at least one (1) meeting per month of all CAP team members.

2.1.7. Provide workspace for the Program Specialist, Sector Coaches and Research Analyst and meeting space for the entire CAP team.

2.2. As defined within the CCPT, SCUSD shall provide certain services including, without implied limitation, the following:

2.2.1. Employ a qualified Work-based Learning Coordinator to serve academy and pathway teams in both EGUSD and SCUSD.

2.2.2. Employ qualified certificated staffing to support post-secondary transitions.

2.2.3. Provide stipends for teachers in up to 14 career pathways for professional development activities.

2.2.4. Provide release days/substitute teachers for professional development for teachers in up to 14 career pathways.

2.2.5. Pay mileage for the Work-based Learning Coordinator.



2.2.6. Employ research and evaluation staff to provide data to support project evaluation.

2.2.6.1. Release student performance data as needed to meet CCPT data reporting requirements.

2.2.7. Provide the Sector Coaches with access to SCUSD school sites, teachers and students as required to perform duties associated with the CCPT.

2.2.8. Provide work space for the Work-based Learning Coordinator and post-secondary transition staff and meeting space as needed for the entire CAP team

2.3. In connection with the CCPT services, EGUSD and SCUSD shall comply with their policies respecting confidentiality of student information and the provisions of the Family Educational Rights and Privacy Act ("FERPA") and FERPA implementing regulations at 34 C.F.R. Part 99.

3. Allocation of CCPT Funds. See 2.1.5 above.

3.1. EGUSD will authorize payment of 50% of its annual allocation to SCUSD at the beginning of each school year upon receipt from SCUSD of:

3.1.1. A proposed budget for the coming school year; and

3.1.2. After Project Year 1, an end-of-year report describing CDE-defined a) student momentum points, b) program outcomes measures and c) program deliverables.

3.1.3. After Project Year 1, a budget narrative of expenditures between July 1 and June 30.

3.2. EGUSD will authorize payment of 35% of its annual allocation to SCUSD by January 31 of each year upon receipt of a completed mid-term report that includes:

3.2.1. A summary of progress achieved toward meeting the CCPT deliverables identified in Section 3.1.2; and

3.2.2. A budget narrative of expenditures between July 1 and December 31.

3.3. EGUSD will authorize payment of the remaining 15% of its annual allocation to SCUSD by March 31 of each year upon receipt of:

3.3.1. A summary of progress achieved toward meeting the CCPT deliverables identified in Section 3.1.2; and

3.3.2. A budget narrative of expenditures between July 1 and February 28.

### 3.4. Projected Allocations:

School Year	Dollar Amount
2014/2015	\$150,524.00
2015/2016	\$236,540.00
2016/2017	\$191,665.00
2017/2018	\$193,587.00

### 4. Subcontracting, Assignment and Transfer; Competence.

- 4.1. SCUSD shall at all times remain solely responsible for providing the services to be provided pursuant to this Agreement. SCUSD shall not subcontract, assign or otherwise transfer any portion of the services of this Agreement or any interest therein to a non-SCUSD employee, without the prior written approval of EGUSD's Designee in the EGUSD Designee's sole, absolute and subjective discretion. EGUSD shall be responsible to seek approval from the California Department of Education for any subcontracting, assignment or transfer of any portion of services. Any such attempt to subcontract, assign or otherwise transfer any portion of the services of this Agreement without the EGUSD Designee's prior written approval shall be void and without effect, and shall permit EGUSD to terminate immediately this Agreement. In the event that EGUSD's Designee delivers to SCUSD prior written approval of the use of subcontractors, assignees, or transferees (collectively, "**Subcontractors**"), SCUSD acknowledges that all Subcontractors shall comply with **Section 5** of this Agreement. Any failure of SCUSD's Subcontractors to comply with the terms of **Section 5** of this Agreement shall subject SCUSD to liability under this Agreement pursuant to **Section 9** of this Agreement.
- 4.2. Any Subcontractor(s) shall be at no additional expense to EGUSD, and shall be paid from SCUSD's own resources and billings. SCUSD shall pay all wages, salaries, benefits and other amounts due SCUSD's Subcontractors, and shall be responsible for all reports and obligations respecting SCUSD's Subcontractors.
- 4.3. SCUSD shall perform the services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. SCUSD represents and maintains that SCUSD is skilled in the professional calling necessary to perform the services. SCUSD represents that all employees and Subcontractors shall have sufficient skill and experience to perform the services assigned to them. SCUSD represents that SCUSD, SCUSD's employees and Subcontractors, if approved pursuant to **Section 4.1** of this Agreement, have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. SCUSD shall perform, at its own cost and expense and without reimbursement from EGUSD, any services necessary to correct errors or omissions that are caused by SCUSD's failure to comply with the standard of care provided for herein.

## 5. Criminal Background Check.

- 5.1. SCUSD and all of SCUSD's employees, and Subcontractors, if approved pursuant to **Section 4.1** of this Agreement, shall comply with all requirements related to fingerprinting set forth in Education Code Section 45125.1, and all EGUSD Administrative Regulations related to Fingerprint Background Checks prior to any substantial contact with any students in connection with this Agreement, including, without implied limitation, prior to coming onto EGUSD's school grounds or having any contact with EGUSD's students in locations other than EGUSD school grounds.
- 5.2. EGUSD and all of EGUSD's employees, and Subcontractors, if approved by written consent by CDE, shall comply with all requirements related to fingerprinting set forth in Education Code Section 45125.1, and all SCUSD Administrative Regulations related to Fingerprint Background Checks prior to any substantial contact with any students in connection with this Agreement, including, without implied limitation, prior to coming onto SCUSD's school grounds or having any contact with SCUSD's students in locations other than SCUSD school grounds.
- 5.3. In accordance with Education Code Section 45125.1, SCUSD shall conduct a criminal background check of its employees and Subcontractors, and upon receipt of those criminal background checks, certify in writing ("**Background Certification**") to EGUSD the following: "Neither the SCUSD nor any of its employees and/or Subcontractors providing Services under the Program who are required by Section 45125.1 of the Education Code to submit or have their fingerprints submitted to the Department of Justice and who may come in contact with EGUSD's students have been convicted of a felony as defined in Section 45122.1 of the Education Code."
- 5.4. In accordance with Education Code Section 45125.1, EGUSD shall conduct a criminal background check of its employees and Subcontractors, and upon receipt of those criminal background checks, certify in writing ("**Background Certification**") to SCUSD the following: "Neither the EGUSD nor any of its employees and/or Subcontractors providing Services under the Program who are required by Section 45125.1 of the Education Code to submit or have their fingerprints submitted to the Department of Justice and who may come in contact with SCUSD's students have been convicted of a felony as defined in Section 45122.1 of the Education Code."
- 5.5. Prior to the commencement of services, SCUSD shall register with the California Department of Justice for subsequent offender notification of its employees and Subcontractors who provide services to EGUSD's students. It is SCUSD's responsibility prior to commencing services and on an ongoing basis through the term of this Agreement, to provide EGUSD with updated information and changes in status on SCUSD's employees and Subcontractors in full and complete compliance with Education Code Section 45125.1.
- 5.6. Prior to the commencement of services, EGUSD shall register with the California Department of Justice for subsequent offender notification of its employees and Subcontractors who provide services to SCUSD's students. It is EGUSD's responsibility prior to commencing services and on an ongoing basis through the term of this Agreement, to provide SCUSD with updated information and changes in status

on EGUSD's employees and Subcontractors in full and complete compliance with Education Code Section 45125.1.

6. Ownership of Materials.

- 6.1. SCUSD shall not use EGUSD's name or insignia, photographs of the services, or any publicity pertaining to the services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of EGUSD.

7. Insurance.

- 7.1. SCUSD shall, at SCUSD's expense, procure and maintain for the duration of this Agreement general liability, professional liability, workers' compensation, if required by applicable law, automobile liability, sexual abuse and molestation liability, and other insurance to protect against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services or this Agreement by SCUSD and SCUSD's Subcontractors, officers, employees, agents, or representatives.

- 7.2. SCUSD's general liability and umbrella insurance policies shall have a combined per-occurrence limit of not less than Two Million Dollars (\$2,000,000). The professional liability insurance shall have a per-occurrence limit of not less than One Million Dollars (\$1,000,000). All such insurance will be equivalent to coverage offered by a commercial general liability form, including, without implied limitation, personal injury and contractual liability coverage for the performance by SCUSD of the indemnity provisions set forth in this Agreement. SCUSD, at its sole option, may satisfy all or any portion of the general liability insurance requirement through a program of self-insurance, commercial insurance, or any combination thereof.

- 7.3. The workers' compensation insurance, if required by applicable law, shall insure SCUSD's obligations and liabilities under the workers' compensation laws of California, including, without implied limitation, employers' liability insurance in the limits required by the laws of California.

- 7.4. The automobile liability shall have an each occurrence limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage. The automobile insurance shall be at least as broad as the latest version of the Insurance Office Business Auto Coverage form number CA 001, code 1 (any auto). The automobile liability policy shall be endorsed to state that: (A) the EGUSD, its board members, superintendent, officers, employees, volunteers, agents and representatives shall be covered as additional insured's with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired, or borrowed by SCUSD or for which SCUSD is responsible; and (B) the insurance coverage shall be primary insurance for claims arising out of the provision of the Services as respects the EGUSD, its Board members, superintendent, officers, employees, volunteers, agents, and representatives, or if excess, shall stand in an unbroken chain of coverage excess of the SCUSD's scheduled underlying coverage. Any insurance or self-insurance maintained by EGUSD, its Board members, superintendent, officers,

employees, agents and volunteers shall be excess of SCUSD's insurance and shall not be called upon to contribute with it for claims arising out of the provision of the Services.

7.5. SCUSD shall procure and maintain, for the duration of this Agreement, sexual abuse and molestation liability insurance providing for limits of not less than One Million Dollars (\$1,000,000) per occurrence.

7.6. All commercial general liability, automobile, or comparable policies maintained by SCUSD will name EGUSD and such other persons or firms as EGUSD specifies from time to time as additional insured, entitling them to recover under such policies for any loss sustained by them, their agents, and employees as a result of the negligent acts or omissions of SCUSD. All such policies maintained by SCUSD shall provide that they may not be terminated nor may coverage be reduced except after 30 days' prior written notice to EGUSD. All commercial policies maintained by SCUSD will be written as primary policies, not contributing with and not supplemental to the coverage that EGUSD may carry. Certificates of insurance, together with originals of the endorsements that name EGUSD as an additional insured, will be delivered to EGUSD prior to SCUSD's commencement of the Services and from time to time at least 30 days prior to the expiration of the term of each such policy. To the extent SCUSD is self-insured, SCUSD shall provide EGUSD a letter or certificate of self-insurance as evidence of self-insurance. SCUSD shall not commence providing the Services under this Agreement until it has provided evidence satisfactory to EGUSD that SCUSD has secured all insurance required under this section. SCUSD shall not allow any Subcontractor to commence work on any subcontract or perform any Services until the Subcontractor has provided evidence satisfactory to EGUSD that the Subcontractor has secured all insurance required under this section.

## 8. Indemnity.

8.1. SCUSD indemnifies and shall defend and hold free and harmless EGUSD, its elected and appointed Board members, superintendent, employees, volunteers, attorneys and agents from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligence acts, omissions or willful misconduct of SCUSD, SCUSD's Subcontractors, officers, employees, agents and representatives arising out of or in connection with the performance of the Services or this Agreement, including, without implied limitation, the payment of all consequential damages and attorneys' fees and other related costs and expenses. SCUSD shall defend, at SCUSD's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against EGUSD, its elected and appointed Board members, superintendent, employees, volunteers, attorneys and agents. SCUSD shall pay and satisfy any judgment, award or decree that may be rendered against EGUSD or its elected and appointed Board members, superintendent, employees, volunteers, attorneys and agents, in any such suit, action or other legal proceeding. SCUSD shall reimburse EGUSD and its elected and appointed Board members, superintendent, employees, volunteers, attorneys and agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity

herein; provided that, SCUSD shall not be responsible for reimbursing expenses for defense costs voluntarily assumed by EGUSD and its elected and appointed Board members, superintendent, employees, volunteers, attorneys and agents, which is in lieu of or in excess of defense provided or offered by SCUSD. SCUSD's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by EGUSD, its elected and appointed Board members, superintendent, employees, volunteers, attorneys and agents.

8.2. EGUSD indemnifies and shall defend and hold free and harmless SCUSD, its governing board members, employees, attorneys and agents from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligence, acts, omissions or willful misconduct of EGUSD, EGUSD's officers, employees, agents and representatives arising out of or in connection with the performance of this Agreement, including, without implied limitation, the payment of all consequential damages and attorneys' fees and other related costs and expenses. EGUSD shall defend at EGUSD's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against SCUSD, its governing board members, employees, attorneys and agents. EGUSD shall pay and satisfy any judgment, award or decree that may be rendered against SCUSD or its governing board members, employees, attorneys and agents, in any such suit, action or other legal proceeding. EGUSD shall reimburse SCUSD and its governing board members, employees, attorneys and agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided; provided that, EGUSD shall not be responsible for reimbursing expenses for defense costs voluntarily assumed by SCUSD and its governing board members, employees, attorneys and agents, which is in lieu of or in excess of defense provided or offered by EGUSD. EGUSD's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by SCUSD, its governing board members, employees, attorneys and agents.

9. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**SCUSD:**

Sacramento City Unified School District  
Attn: Chief Financial Officer  
5735 47<sup>th</sup> Street  
Sacramento, CA 95824

**EGUSD:**

Elk Grove Unified School District  
Attn: Director of Fiscal Services  
9510 Elk Grove-Florin Road  
Elk Grove, CA 95624

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

10. EGUSD's Right to Employ Other Providers. EGUSD reserves the right to employ other service providers in connection with the services.

11. Solicitation. SCUSD maintains and warrants that SCUSD has not employed or retained any company or person, other than a bona fide employee working solely for SCUSD, to solicit or secure this Agreement. Further, SCUSD warrants that SCUSD has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for SCUSD, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, EGUSD shall have the right to rescind this Agreement without liability.
12. Conflicts of Interest. SCUSD shall not engage in any activity that conflicts with, or has the appearance of conflicting with, the EGUSD. Notwithstanding any other provision contained herein, EGUSD shall have the right to immediately terminate this Agreement in the event it is determined by EGUSD's Designee or the Superintendent of EGUSD that a real or apparent conflict of interest exists that cannot be resolved. SCUSD agrees to furnish to EGUSD, upon request, a valid copy of the most recently adopted partnership agreement or bylaws of the corporation and also a complete and accurate list of the members of SCUSD's governing board of directors, or Trustees, or Partners, as applicable, and to timely update said information as changes in such governance occur. SCUSD shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, employment with EGUSD.
13. Termination. Except as provided in this Agreement, this Agreement may be terminated by either party, for any reason, during the Term of this Agreement by giving thirty (30) days' written notice to the other party.
14. Non-Discrimination. SCUSD represents and warrants that SCUSD and SCUSD's Subcontractors, officers, employees, agents and representatives shall comply with the following:
  - (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in any program or activity receiving Federal financial assistance;
  - (ii) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in any education program or activity receiving Federal financial assistance;
  - (iii) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in any program or activity receiving Federal financial funding;
  - (iv) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance; and
  - (v) All regulations, guidelines, and standards lawfully adopted under the above statutes by the United States Department of Education.
15. Compliance with Laws. SCUSD shall keep fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of the Services, including all Cal/OSHA requirements, and shall give all notices required by law.

SCUSD shall be liable for all violations of such laws and regulations in connection with providing the Services. If SCUSD performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to EGUSD, SCUSD shall be solely responsible for all costs arising there from. SCUSD shall defend, indemnify and hold EGUSD, its board members, superintendent, employees, volunteers, attorneys and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

16. Licensing. SCUSD shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that is legally required to provide the Services.
17. Governing Law; Venue. This Agreement shall be governed by the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California.
18. Integration. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. Neither of the parties has relied upon any oral or written representation or oral or written information given to the party by any representative of the other party.
19. Severability. If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.
20. Modification. No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both parties.
21. Construction of Agreement. This Agreement will be liberally construed to effectuate the intention of the parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the parties have participated equally or have had equal opportunity to participate in the drafting hereof.
22. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
23. Headings. The headings of sections of this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.



24. Further Assurances. Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto.
25. Assignment. Neither party shall assign this Agreement or any interests therein without the prior written approval of the other party. Any such attempt by one party to assign or sublet this Agreement without the other party's approval shall be invalid.
26. Authority. Each party hereto has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the persons who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective party.
27. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
28. Education Code Section 17604. In accordance with Education Code Section 17604, this Agreement is not valid or an enforceable obligation against the EGUSD until approved or ratified by motion of the Governing Board of the EGUSD duly passed and adopted.
29. APPROVED SIGNATURE. THIS AGREEMENT IS NOT VALID OR AN ENFORCEABLE OBLIGATION AGAINST THE EGUSD UNTIL SIGNED BY THE SUPERINTENDENT OR THE SUPERINTENDENT'S APPROVED DESIGNEE.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Sacramento City Unified School District

Elk Grove Unified School District

By: \_\_\_\_\_  
Gerardo Castillo,  
Interim Chief Financial Officer

By: \_\_\_\_\_  
Carrie Hargis,  
Director of Financial Services

Approved/ratified by EGUSD Governing Board on \_\_\_\_\_.

# ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 16

## Board Agenda Item

Supplement No. \_\_\_\_\_

Meeting Date: November 4, 2014

### Subject:

Sacramento Employment and Training Agency (SETA) Contract Approval

Division: Secondary Education

### Action Requested:

**The Board of Education is asked to review and approve the contract for services between the Sacramento Employment and Training Agency (SETA) and the Elk Grove Unified School District (EGUSD)**

### Discussion:

As part of its implementation of the California Career Pathway Trust (CCPT), EGUSD will contract with SETA to employ five Career Specialists to serve academy and pathway teams in both EGUSD and the Sacramento City Unified School District (SCUSD). The Career Specialists will be assigned by industry sector to provide workshops and other informational activities for academy and pathway students.

Each Career Specialist will be part of a team of professionals, including pathway/academy teachers and school site counselors and career center technicians, who provide wrap-around, coordinated support to students enrolled in specific pathways. The primary responsibility of the Career Specialist will be to provide expertise about employer engagement and career readiness to all pathway/academy students and teachers within identified sector in order to assist each pathway/academy team develop its own sustainable practices for work-based learning. Each Career Specialist also will:

- Provide workshops or presentations for students on career awareness, job preparation and employability skills
- Assist sector team members in assessing students' career interests and aptitudes and developing college and career plans
- Collaborate with CCPT partners to engage employers for work-based learning opportunities for students

The over-arching purpose of the four-year CCPT project is to strengthen a regional system of support for college and career readiness.

SETA, a long-time partner of EGUSD, has administered a variety of federally-funded human services programs throughout Sacramento County, including workforce development and job training since 1978. SETA serves as the Sacramento County local workforce investment board.

As stipulated within EGUSD's CCPT application, EGUSD will allocate \$901,107 in the following annual amounts to SETA to employ three of the Career Specialists:

School Year	Dollar Amount
2014/2015	\$214,500.00
2015/2016	\$220,935.00
2016/2017	\$227,565.00
2017/2018	\$238,107.00

SETA will employ the remaining two Career Specialists with its federal funding.

### Financial Summary:

\$901,107 allocated to SETA from EGUSD's \$6 million CCPT grant over the next four school years

Prepared By: Kathy Hamilton

Division Approval: Christina Penna

Prepared By: \_\_\_\_\_

Superintendent Approval: Mark Cerutti, Interim Superintendent

## AGREEMENT FOR SERVICES

**COPY**

THIS AGREEMENT FOR SERVICES ("**Agreement**") is made and entered into effective upon the date signed by both parties ("**Effective Date**"), by and between the ELK GROVE UNIFIED SCHOOL DISTRICT ("**EGUSD**") and the SACRAMENTO EMPLOYMENT TRAINING AGENCY ("**SETA**").

### RECITALS

WHEREAS, EGUSD was awarded a four-year California Career Pathway Trust (CCPT) grant by the California Department of Education; and

WHEREAS, SETA is a partner to EGUSD's CCPT project; and

WHEREAS, the objectives the EGUSD's CCPT project are to:

- Build a regional infrastructure to support high-demand career pathway programs that meets Sacramento's economic needs and fully prepares young adults for postsecondary education and work;
- Increase employer engagement and strengthen the existing system for work-based learning;
- Increase alignment with higher education partners in order to facilitate student transitions from high school to post-secondary study
- Provide career academy and pathway teachers and counselors with comprehensive professional development in strategies that support integrated, cross-curricular and work-based learning

WHEREAS, EGUSD intends to collaborate with the following regional partners to implement its CCPT project: Sacramento City Unified School District, SETA, Los Rios Community College, NextEd, College and Career Academy Support Network, ConnectEd, Foundation for California Community Colleges, California State University at Sacramento, University of California at Davis and Ford Next Generation Learning; and

WHEREAS, the services identified in the CCPT proposal are to be provided in part by employees of SETA and to serve students enrolled in academies and pathways in EGUSD and SCUSD; and

WHEREAS, EGUSD, SCUSD and SETA believe that a pathway-based approach is a best-practice to prepare youth, including those qualified to receive the Workforce Investment Act-funded services provided by SETA, for college and career success; and

WHEREAS, the governing board of EGUSD desires that the EGUSD contract with SETA to provide services stipulated in the CCPT proposal pursuant to the terms of this Agreement:

### OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the above recitals and of the covenants and agreements contained herein, the parties hereto agree as follows:

1. Term. The term of this Agreement ("**Term**") shall commence on the Effective Date, and terminate on June 30, 2018, unless earlier terminated pursuant to **Section 13** hereof.

2. Services.

2.1. As defined within the CCPT, EGUSD shall provide certain services including, without implied limitation, the following:

2.1.1. Serve as the Fiscal Agent for the CCPT.

2.1.2. Employ a Program Specialist to manage and coordinate the project's implementation.

2.1.5. Allocate funds to SETA to provide the services defined in Section 2.2, below.

2.1.6. Schedule and facilitate at least one (1) meeting per month of all CAP team members.

2.1.7. Provide workspace for the Program Specialist, Sector Coaches, Research Analyst and Career Specialists and meeting space for the entire CAP team.

2.1.7.1 EGUSD and SCUSD will provide workspace, including access to telephone lines and data ports, for the Career Specialists employed by SETA. (See 2.2.1 below.)

2.2. As defined within the CCPT, SETA shall provide certain services including, without implied limitation, the following:

2.2.1. Employ a minimum of five (5) Career Specialists to serve academy and pathway teams in both EGUSD and SCUSD.

2.2.1.1. Each Career Specialist will be assigned to support one of the sectors identified in 2.1.3.

2.2.1.2. Each Career Specialist will be housed at one (1) or two (2) locations within EGUSD and SCUSD, but also will travel to other SCUSD and EGUSD campuses to provide workshops and other informational activities.

2.2.1.3. Each Career Specialist will be part of a team of professionals, including pathway/academy teachers and school site counselors and career center technicians, who provide wrap-around, coordinated support to students enrolled in specific pathways.

2.2.1.4. The primary responsibility of the Career Specialist will be to provide expertise about employer engagement and career readiness to all pathway/academy students and teachers within identified sector in order to assist each pathway/academy team develop its own sustainable practices for work-based learning. Each Career Specialist also will:

- 2.2.1.4.1 Provide workshops or presentations for students on career awareness, job preparation and employability skills
- 2.2.1.4.2 Assist sector team members in assessing students' career interests and aptitudes and developing college and career plans
- 2.2.1.4.3 Collaborate with the Work-Based Learning Coordinator and other CCPT partners (i.e., NextEd Industry Roundtable members, LaunchPath staff) to engage employers for work-based learning opportunities for students

2.2.1.5. The secondary responsibility of the Career Specialist will be to provide services to qualified EGUSD and SCUSD students. Each Career Specialist will recruit qualified students for services within his/her identified sector.

2.2.2 Provide office furnishings and computer equipment if needed for Career Specialists.

2.2.3. Pay mileage for the Career Specialists to travel between school sites.

2.2.4. Release student outcome data to meet CCPT data reporting requirements.

**2.3. Site Supervision:** All SETA employees who are co-located at District Office or school sites shall remain under the supervision of their employer of record for purposes of compensation, benefits, collective bargaining, performance evaluation, and other matters concerning civil service rights and responsibilities. Day-to-day functional supervision and guidance will be provided by the CAP Program Specialist and the Work-based Learning Coordinator. If work-related issues arise the functional supervisor shall refer such issues to the employee's SETA supervisor and manager:

- Supervisor: Becky Hansen (916) 263-3859
- Manager: Terri Carpenter (916) 263-7891

2.4. In connection with the CCPT services, EGUSD and SETA shall comply with their policies respecting confidentiality of student and client information and the provisions of the Family Educational Rights and Privacy Act ("FERPA") and FERPA implementing regulations at 34 C.F.R. Part 99.

### 3. Allocation of CCPT Funds.

3.1. EGUSD will authorize payment of 50% of its annual allocation to SETA at the beginning of each school year upon receipt from SETA of:

3.1.1. A proposed budget for the coming school year; and

3.1.2. After Project Year 1, an end-of-year report describing CDE-defined a) student momentum points, b) program outcomes measures and c) program deliverables.

- 3.1.3. After Project Year 1, a budget narrative of expenditures between July 1 and June 30.
- 3.2. EGUSD will authorize payment of 35% of its annual allocation to SETA by January 31 of each year upon receipt of a completed mid-term report that includes:
  - 3.2.1. A summary of progress achieved toward meeting the CCPT deliverables identified in Section 3.1.2; and
  - 3.2.2. A budget narrative of expenditures between July 1 and December 31.
- 3.3. EGUSD will authorize payment of the remaining 15% of its annual allocation to SETA by March 31 of each year upon receipt of:
  - 3.3.1. A summary of progress achieved toward meeting the CCPT deliverables identified in Section 3.1.2; and
  - 3.3.2. A budget narrative of expenditures between July 1 and February 28.

3.4. Projected Allocations:

School Year	Dollar Amount
2014/2015	\$214,500.00
2015/2016	\$220,935.00
2016/2017	\$227,565.00
2017/2018	\$238,107.00

4. Subcontracting, Assignment and Transfer; Competence.

- 4.1. SETA shall at all times remain solely responsible for providing the services to be provided pursuant to this Agreement. SETA shall not subcontract, assign or otherwise transfer any portion of the services of this Agreement or any interest therein to a non-SETA employee, without the prior written approval of EGUSD's Designee in the EGUSD Designee's sole, absolute and subjective discretion. EGUSD shall be responsible to seek approval from the California Department of Education for any subcontracting, assignment or transfer of any portion of services. Any such attempt to subcontract, assign or otherwise transfer any portion of the services or this Agreement without the EGUSD Designee's prior written approval shall be void and without effect, and shall permit EGUSD to terminate immediately this Agreement. In the event that EGUSD's Designee delivers to SETA prior written approval of the use of subcontractors, assignees, or transferees (collectively, "**Subcontractors**"), SETA acknowledges that all Subcontractors shall comply with **Section 5** of this Agreement. Any failure of SETA's Subcontractors to comply with the terms of **Section 5** of this Agreement shall subject SETA to liability under this Agreement pursuant to **Section 9** of this Agreement.
- 4.2. Any Subcontractor(s) shall be at no additional expense to EGUSD, and shall be paid from SETA's own resources and billings. SETA shall pay all wages, salaries, benefits

and other amounts due SETA's Subcontractors, and shall be responsible for all reports and obligations respecting SETA's Subcontractors.

- 4.3. SETA shall perform the services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. SETA represents and maintains that SETA is skilled in the professional calling necessary to perform the services. SETA represents that all employees and Subcontractors shall have sufficient skill and experience to perform the services assigned to them. SETA represents that SETA, SETA's employees and Subcontractors, if approved pursuant to **Section 4.1** of this Agreement, have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. SETA shall perform, at its own cost and expense and without reimbursement from EGUSD, any services necessary to correct errors or omissions that are caused by SETA's failure to comply with the standard of care provided for herein.

## 5. Criminal Background Check.

- 5.1. SETA and all of SETA's employees, and Subcontractors, if approved pursuant to **Section 4.1** of this Agreement, shall comply with all requirements related to fingerprinting set forth in Education Code Section 45125.1, and all EGUSD and SCUSD Administrative Regulations related to Fingerprint Background Checks prior to any substantial contact with any students in connection with this Agreement, including, without implied limitation, prior to coming onto EGUSD's and SCUSD's school grounds or having any contact with EGUSD's and SCUSD's students in locations other than EGUSD and SCUSD school grounds.
- 5.2. In accordance with Education Code Section 45125.1, SETA shall conduct a criminal background check of its employees and Subcontractors, and upon receipt of those criminal background checks, certify in writing ("**Background Certification**") to EGUSD the following: "Neither the SETA nor any of its employees and/or Subcontractors providing Services under the Program who are required by Section 45125.1 of the Education Code to submit or have their fingerprints submitted to the Department of Justice and who may come in contact with EGUSD's and SCUSD's students have been convicted of a felony as defined in Section 45122.1 of the Education Code."
- 5.3. Prior to the commencement of services, SETA shall register with the California Department of Justice for subsequent offender notification of its employees and Subcontractors who provide services to EGUSD's and SCUSD's students. It is SETA's responsibility prior to commencing services and on an ongoing basis through the term of this Agreement, to provide EGUSD and SCUSD with updated information and changes in status on SETA's employees and Subcontractors in full and complete compliance with Education Code Section 45125.1.

## 6. Ownership of Materials

- 6.1. SETA shall not use EGUSD's name or insignia, photographs of the services, or any publicity pertaining to the services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of EGUSD.

7. Insurance.

- 7.1. SETA shall, at SETA's expense, procure and maintain for the duration of this Agreement general liability, professional liability, workers' compensation, if required by applicable law, automobile liability, sexual abuse and molestation liability, and other insurance to protect against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services or this Agreement by SETA and SETA's Subcontractors, officers, employees, agents, or representatives.
- 7.2. SETA's general liability and umbrella insurance policies shall have a combined per-occurrence limit of not less than Two Million Dollars (\$2,000,000). The professional liability insurance shall have a per-occurrence limit of not less than One Million Dollars (\$1,000,000). All such insurance will be equivalent to coverage offered by a commercial general liability form, including, without implied limitation, personal injury and contractual liability coverage for the performance by SETA of the indemnity provisions set forth in this Agreement. SETA, at its sole option, may satisfy all or any portion of the general liability insurance requirement through a program of self-insurance, commercial insurance, or any combination thereof.
- 7.3. The workers' compensation insurance, if required by applicable law, shall insure SETA's obligations and liabilities under the workers' compensation laws of California, including, without implied limitation, employers' liability insurance in the limits required by the laws of California.
- 7.4. The automobile liability shall have an each occurrence limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage. The automobile insurance shall be at least as broad as the latest version of the Insurance Office Business Auto Coverage form number CA 001, code 1 (any auto). The automobile liability policy shall be endorsed to state that: (A) the EGUSD, its board members, superintendent, officers, employees, volunteers, agents and representatives shall be covered as additional insured's with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired, or borrowed by SETA or for which SETA is responsible; and (B) the insurance coverage shall be primary insurance for claims arising out of the provision of the Services as respects the EGUSD, its Board members, superintendent, officers, employees, volunteers, agents, and representatives, or if excess, shall stand in an unbroken chain of coverage excess of the SETA's scheduled underlying coverage. Any insurance or self-insurance maintained by EGUSD, its Board members, superintendent, officers, employees, agents and volunteers shall be excess of SETA's insurance and shall not be called upon to contribute with it for claims arising out of the provision of the Services.



- 7.5. SETA shall procure and maintain, for the duration of this Agreement, sexual abuse and molestation liability insurance providing for limits of not less than One Million Dollars (\$1,000,000) per occurrence.
- 7.6. All commercial general liability, automobile, or comparable policies maintained by SETA will name EGUSD and such other persons or firms as EGUSD specifies from time to time as additional insured, entitling them to recover under such policies for any loss sustained by them, their agents, and employees as a result of the negligent acts or omissions of SETA. All such policies maintained by SETA shall provide that they may not be terminated nor may coverage be reduced except after 30 days' prior written notice to EGUSD. All commercial policies maintained by SETA will be written as primary policies, not contributing with and not supplemental to the coverage that EGUSD may carry. Certificates of insurance, together with originals of the endorsements that name EGUSD as an additional insured, will be delivered to EGUSD prior to SETA's commencement of the Services and from time to time at least 30 days prior to the expiration of the term of each such policy. To the extent SETA is self-insured, SETA shall provide EGUSD a letter or certificate of self-insurance as evidence of self-insurance. SETA shall not commence providing the Services under this Agreement until it has provided evidence satisfactory to EGUSD that SETA has secured all insurance required under this section. SETA shall not allow any Subcontractor to commence work on any subcontract or perform any Services until the Subcontractor has provided evidence satisfactory to EGUSD that the Subcontractor has secured all insurance required under this section.

#### 8. Indemnity.

- 8.1. SETA indemnifies and shall defend and hold free and harmless EGUSD, its elected and appointed Board members, superintendent, employees, volunteers, attorneys and agents from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligence acts, omissions or willful misconduct of SETA, SETA's Subcontractors, officers, employees, agents and representatives arising out of or in connection with the performance of the Services or this Agreement, including, without implied limitation, the payment of all consequential damages and attorneys' fees and other related costs and expenses. SETA shall defend, at SETA's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against EGUSD, its elected and appointed Board members, superintendent, employees, volunteers, attorneys and agents. SETA shall pay and satisfy any judgment, award or decree that may be rendered against EGUSD or its elected and appointed Board members, superintendent, employees, volunteers, attorneys and agents, in any such suit, action or other legal proceeding. SETA shall reimburse EGUSD and its elected and appointed Board members, superintendent, employees, volunteers, attorneys and agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein; provided that, SETA shall not be responsible for reimbursing expenses for defense costs voluntarily assumed by EGUSD and its elected and appointed Board members, superintendent, employees, volunteers, attorneys and agents, which is in lieu of or in excess of defense provided or offered by SETA. SETA's obligation to

indemnify shall not be restricted to insurance proceeds, if any, received by EGUSD, its elected and appointed Board members, superintendent, employees, volunteers, attorneys and agents.

8.2. EGUSD indemnifies and shall defend and hold free and harmless SETA, its governing board members, employees, attorneys and agents from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligence acts, omissions or willful misconduct of EGUSD, EGUSD's officers, employees, agents and representatives arising out of or in connection with the performance of this Agreement, including, without implied limitation, the payment of all consequential damages and attorneys' fees and other related costs and expenses. EGUSD shall defend at EGUSD's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against SETA, its governing board members, employees, attorneys and agents. EGUSD shall pay and satisfy any judgment, award or decree that may be rendered against SETA or its governing board members, employees, attorneys and agents, in any such suit, action or other legal proceeding. EGUSD shall reimburse SETA and its governing board members, employees, attorneys and agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided; provided that, EGUSD shall not be responsible for reimbursing expenses for defense costs voluntarily assumed by SETA and its governing board members, employees, attorneys and agents, which is in lieu of or in excess of defense provided or offered by EGUSD. EGUSD's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by SETA, its governing board members, employees, attorneys and agents.

9. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

SETA:

Sacramento Employment Training Agency  
Attn: Kathy Kossick  
925 Del Paso Blvd.  
Sacramento, CA 95815

EGUSD:

Elk Grove Unified School District  
Attn: Director of Fiscal Services  
9510 Elk Grove-Florin Road  
Elk Grove, CA 95624

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

10. EGUSD's Right to Employ Other Providers. EGUSD reserves the right to employ other service providers in connection with the services.
11. Solicitation. SETA maintains and warrants that SETA has not employed or retained any company or person, other than a bona fide employee working solely for SETA, to solicit or secure this Agreement. Further, SETA warrants that SETA has not paid nor has it agreed to pay any

company or person, other than a bona fide employee working solely for SETA, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, EGUSD shall have the right to rescind this Agreement without liability.

12. Conflicts of Interest. SETA shall not engage in any activity that conflicts with, or has the appearance of conflicting with, the EGUSD. Notwithstanding any other provision contained herein, EGUSD shall have the right to immediately terminate this Agreement in the event it is determined by EGUSD's Designee or the Superintendent of EGUSD that a real or apparent conflict of interest exists that cannot be resolved. SETA agrees to furnish to EGUSD, upon request, a valid copy of the most recently adopted partnership agreement or bylaws of the corporation and also a complete and accurate list of the members of SETA's governing board of directors, or Trustees, or Partners, as applicable, and to timely update said information as changes in such governance occur. SETA shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, employment with EGUSD.
13. Termination. Except as provided in this Agreement, this Agreement may be terminated by either party, for any reason, during the Term of this Agreement by giving thirty (30) days' written notice to the other party.
14. Non-Discrimination. SETA represents and warrants that SETA and SETA's Subcontractors, officers, employees, agents and representatives shall comply with the following:
  - (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in any program or activity receiving Federal financial assistance;
  - (ii) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in any education program or activity receiving Federal financial assistance;
  - (iii) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in any program or activity receiving Federal financial funding;
  - (iv) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance; and
  - (v) All regulations, guidelines, and standards lawfully adopted under the above statutes by the United States Department of Education.
15. Compliance with Laws. SETA shall keep fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. SETA shall be liable for all violations of such laws and regulations in connection with providing the Services. If SETA performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to EGUSD, SETA shall be solely responsible

for all costs arising there from. SETA shall defend, indemnify and hold EGUSD, its board members, superintendent, employees, volunteers, attorneys and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

16. Licensing. SETA shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that is legally required to provide the Services.
17. Governing Law; Venue. This Agreement shall be governed by the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California.
18. Integration. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. Neither of the parties has relied upon any oral or written representation or oral or written information given to the party by any representative of the other party.
19. Severability. If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.
20. Modification. No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both parties.
21. Construction of Agreement. This Agreement will be liberally construed to effectuate the intention of the parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the parties have participated equally or have had equal opportunity to participate in the drafting hereof.
22. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
23. Headings. The headings of sections of this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.
24. Further Assurances. Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably

necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto.

25. Assignment. Neither party shall assign this Agreement or any interests therein without the prior written approval of the other party. Any such attempt by one party to assign or sublet this Agreement without the other party's approval shall be invalid.
26. Authority. Each party hereto has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the persons who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective party.
27. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
28. Education Code Section 17604. In accordance with Education Code Section 17604, this Agreement is not valid or an enforceable obligation against the EGUSD until approved or ratified by motion of the Governing Board of the EGUSD duly passed and adopted.
29. APPROVED SIGNATURE. THIS AGREEMENT IS NOT VALID OR AN ENFORCEABLE OBLIGATION AGAINST THE EGUSD UNTIL SIGNED BY THE SUPERINTENDENT OR THE SUPERINTENDENT'S APPROVED DESIGNEE.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Sacramento Employment Training Agency

Elk Grove Unified School District

\_\_\_\_\_  
Kathy Kossick,  
Executive Director

\_\_\_\_\_  
Carrie Hargis,  
Director of Financial Services

Approved/ratified by EGUSD Governing Board on \_\_\_\_\_.

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 17

Board Agenda Item

Supplement No. \_\_\_\_\_

Meeting Date November 4, 2014

Subject:

Division: Curriculum/Professional Learning

**Memorandum of Understanding between EGUSD and the Sacramento Educational Cable Consortium (SECC)**

Action Requested:

The Board of Education is requested to approve the Memorandum of Understanding (MOU) with the Sacramento Educational Cable Consortium (SECC) for videotaping services.

Discussion:

The Elk Grove Unified School District wishes to enter into a contract with the Sacramento Educational Cable Consortium (SECC) to provide videotaping services for the Math Generation Grant. Capturing the Math Generation training events, classroom best practices, and PLC examples to use for site training and the video archives for sharing the work regionally and/or statewide will be a benefit for the entire Sacramento educational community.

If you have any questions, please contact Anna Trunnell in Curriculum/Professional Learning at 686-7757.

Financial Summary:

\$59,925.00 out of the Math Generation Grant funds.

Prepared By: Anna Trunnell 

Division Approval: Mark Cerutti

Prepared By: \_\_\_\_\_

Superintendent Approval: Mark Cerutti, Interim 

15  
16

September 1, 2014

Carrie Hargis  
Fiscal Services  
Elk Grove Unified School District  
9510 Elk Grove – Florin Road  
Elk Grove, CA 95624

Dear Carrie,

This letter of agreement establishes the understanding between SECC and Elk Grove Unified School District (EGUSD) regarding the Math Generation Training Series Project for the 2014-15 school year. Cara Kopecky, Math Generation Project Manager and Geri Keskeys, Math Generation PLC Coordinator of the Elk Grove Unified School District will act as Producers. Capturing the Math Generation training events, classroom best practices and PLC examples to use for site training and the video archives for sharing the work regionally and/or statewide will be a benefit for the entire Sacramento educational community.

Since this video request is beyond the normal scope of SECC member provided services due to the number of training events, SECC is requesting a 50% cost recovery from EGUSD. SECC will contribute 50% of the cost as in-kind support to the project. The following training events budget represents a multi-camera live to tape recording process that is edited live. Limited post-production is included to add graphics, assemble core elements of an event, perform an audio mix, transfer and encode for distribution.

Math Generation Training Events	Qty.	Unit Cost	Total	SECC In-Kind	EGUSD
Half Day Event	10	3,850.00	\$38,500.00	\$19,250.00	\$19,250.00
Full Day Event	7	7,050.00	\$49,350.00	\$24,675.00	\$24,675.00
<b>Math Generation Training Events</b>			<b>\$87,850.00</b>	<b>\$43,925.00</b>	<b><u>\$43,925.00</u></b>

To accommodate shorter format classroom based content acquisition, SECC is proposing 128 hours of small crew production services. The inclusive fee proposed is \$125 per hour (after SECC 50% in-kind) for production and postproduction. There will be no charge for reasonable production planning, local travel/mileage and production coordination.

Production: SECC will provide all-inclusive video field equipment for up to a 2 camera shoot including two experienced crew members. Production schedules and calendars will be mutually agreed upon with producers. Production days may be broken down in 4 hour increments contingent on need. (Specific two camera field production package details are available upon request.)

Post-Production: Post-production and editing services will be scheduled during the preproduction process and billed at a rate of \$125/hr (after SECC 50% in-kind). Specific editing facilities/equipment package details are available upon request. Encoding delivery is included in this package.

Math Generation Short Format	Total	SECC In-Kind	EGUSD
Small Crew Production Services – 128 hours	\$32,000.00	\$16,000.00	\$16,000.00
<b>Math Generation Short Format</b>	<b>\$32,000.00</b>	<b>\$16,000.00</b>	<b><u>\$16,000.00</u></b>

**SACRAMENTO EDUCATIONAL CABLE CONSORTIUM**  
3780 Rosin Court – Suite 150 Sacramento, CA 95834  
(916) 920-1006 - [www.seccvtv.org](http://www.seccvtv.org) - [www.bestnetsacramento.org](http://www.bestnetsacramento.org)

Producer will provide access to talent, locations, signed releases, a script and graphic components to complete the project on the approved schedule. Producer will be provided timecoded digital versions (delivered online) of the training events within one week after the shoot date. Producer will provide completed edit decision logs of the core elements of the event to SECC with timecode reference within two weeks after the shoot date (one week turn). SECC will complete the required edits and provide a final output to EGUSD via SECC's Youtube Channel within four weeks after the shoot date.

SECC reserves the right to cancel taping of programs due to schedule conflicts. SECC shall share the copyright of all programs and materials produced with funds, equipment or staff provided by SECC to the project. All programs produced under these conditions shall be distributed on the educational channels of the Comcast cable television system and Surewest cable television system in Sacramento County. Programs will also be distributed on the SECC website through the SECC Youtube Channel. Use of the completed programs by Producer must be mutually agreed upon by SECC and Producer. Programs cannot be sold and must be used for non-commercial purposes. SECC and the Sacramento Metropolitan Cable Commission contract supersedes all agreements. SECC will hold source files for six months.

Producer shall arrange for all permits, releases, licenses, national clearances for the use of copyrighted material, third party contracts and similar matters necessary to the production of the program. Copies of these must be submitted to SECC and remain on file before the program is distributed. Producer shall not include any material or sources in the program that might in any way interfere with distribution or infringe on any standard copyrights.

Elk Grove Unified School District (EGUSD) agrees to defend and indemnify SECC (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of EGUSD, its director, agents, officers, or employees arising from EGUSD's obligations described in this agreement or imposed by law. SECC agrees to defend and indemnify EGUSD (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of SECC, its director, agents, officers, or employees arising from SECC's obligations described in this agreement or imposed by law.

Producer shall receive prominent credit as "Producer" on the completed program. Producer and SECC will agree on additional credits to be included in the completed project. The total time devoted to the credits on the completed project will not exceed 30 seconds.

This letter contains the complete agreement of SECC and EGUSD with respect to the subject matter thereof and may not be modified except by an agreement in writing signed by the party to be charged. Any changes or modifications to the agreement and scope of the project must be mutually accepted and agreed upon in writing.



Math Generation 2014-15 School Year	Total	SECC In-Kind	EGUSD Final
Math Generation Training Events	\$87,850.00	\$43,925.00	\$43,925.00
Small Crew Production Services – 128 hours	\$32,000.00	\$16,000.00	\$16,000.00
<b>Math Generation 2014-15 School Year</b>	<b>\$117,850.00</b>	<b>\$59,925.00</b>	<b><u>\$59,925.00</u></b>

Please indicate acceptance of this agreement by signing a copy of this letter and returning it to the above address. Thank you for your cooperation. We look forward to a mutually beneficial relationship.

Agreed to the above on \_\_\_\_\_, 2014.

\_\_\_\_\_  
 Cara Kopecky  
 Math Generation Project Manager – Elk Grove Unified School District

\_\_\_\_\_  
 Geri Keskeys  
 Math Generation PLC Coordinator – Elk Grove Unified School District

 \_\_\_\_\_  
 Carrie Hargis  
 Fiscal Services – Elk Grove Unified School District

  
 Elizabeth Rhodes  
 SECC, Executive Director

cc: Steve Mate, Elk Grove SECC Board Member

**Board Agenda Item****Subject:**Department: Curriculum/Professional Learning

**Award of Request for Proposal (RFP) and Approval of the Contract for Integrative Technical Solution: CCSS, ELA and ELD Transitional Support. (RFP #555-14/15)**

**Action Requested:**

The Board of Education is requested to award RFP #555-14/15 and approve the contract and purchase of Synced Solution from Action Learning Systems. Synced Solution is a computerized system to support K-6 teachers with implementing the English/Language Arts (ELA) Common Core State Standards (CCSS) and the California English Language Development (ELD) standards.

**Discussion:**

On September 24, 2014, EGUSD Curriculum/Professional Learning and Purchasing Departments initiated a Request for Proposal (RFP) for Integrative Technical Solution for CCSS, ELA and ELD Transitional Support. RFP's were sent to three vendors. On Wednesday October 15, 2014, RFP's were opened. Four vendors responded. The RFP expires November 5, 2016. EGUSD staff in the Curriculum/Professional Learning Department reviewed each vendor's proposal using the Quality Points Matrix Scoring Instrument. The material was reviewed for quality and adequacy of response; technical approach; demonstrated expertise in this particular field; ability to meet deadlines and complete the project in a timely manner; and past record of professional accomplishments. After thorough review, Synced Solution from Action Learning Systems was the only product of the four vendors that met all criteria in supporting our needs.

In order to ensure that all EGUSD students in grades K-6 are receiving the highest quality instruction of CCSS-aligned English/Language Arts education and English Language Development in the absence of an ELA curriculum adoption, the Board of Education is respectfully requested to take action on approving the purchase of Synced Solution. Synced Solution is an online curricular scope and sequence system for teachers that includes correlated CCSS-aligned assessments for students, in addition to other teacher resources. The product provides the following:

- A research-based scope and sequence of CCSS ELA standards with identified learning objectives;
- ELD-aligned standards that correspond to the ELA standards in the scope and sequence;
- Unit assessments aligned to CCSS that require students to continue to build transferable literacy skills to new reading/writing tasks (this practice also supports our students' preparation for SBAC/CAASPP testing in Spring, 2015);
- A repository for district-vetted, high-quality resources for supporting teachers with teaching CCSS;
- Instructional support for teaching writing; and
- A system for repurposing our existing curriculum (e.g., *Open Court*, social studies text, and science text) to align to the CCSS.

In order to prepare K-6 teachers to use the system, teachers would receive on-going training in the coming months and during the 2015-16 professional learning preservice days and as needed throughout the 2015-16 school year. Professional development will be provided by both Synced Solution and EGUSD Curriculum/Professional Learning staff.

**Financial Summary:**

Total cost for the system is \$336,000 over two fiscal years. In 2014-15 cost would be \$180,000 (\$4,000 per elementary school plus additional start-up technology fees). In 2015-16 cost would be \$156,000 (\$4,000 per elementary school). Funds would come from the Instructional Materials budget.

Prepared By: Jerrilyn M. Ewing *JME* Division Approval: Mark Cerutti *M.C.*  
Prepared By: Ruth Dew *Rid* Superintendent Approval: Mark Cerutti

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 19

**Board Agenda Item**

Supplement No. \_\_\_\_\_

Meeting Date November 4, 2014

**Subject:**

**Division:** Curriculum/Professional Learning

Sikh American Awareness and Appreciation Month

**Action Requested:**

The Board of Education is requested to adopt a resolution that designates November 2014 as Sikh American Awareness and Appreciation Month.

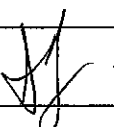
**Discussion:**

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

The California Department of Education has designated the month of November 2014 as California Sikh American Awareness and Appreciation Month. In doing so, they note that this observance permits the society at large, and the schools in particular, to celebrate the achievements of Sikh Americans and also to re-examine society's role in preserving the Civil Rights of all of its citizens.

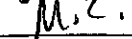
**Financial Summary:**

No financial impact is anticipated.

Prepared By: Anna Trunnell 

Division Approval: Mark Cerutti 

Prepared By: \_\_\_\_\_

Superintendent Approval: Mark Cerutti 

ELK GROVE UNIFIED SCHOOL DISTRICT  
ELK GROVE, CALIFORNIA  
RESOLUTION NO. 25, 2014-2015

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

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

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

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

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Board of the Elk Grove Unified School District that November 2014 is designated as Sikh American Awareness and Appreciation Month; and

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

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

---

Mark Cerutti  
Secretary to the Board of Education

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 20

**Board Agenda Item**

Supplement No. \_\_\_\_\_

Meeting Date November 4, 2014

**Subject:**

Native American Month

**Division:** Curriculum/Professional Learning

**Action Requested:**

The Board of Education is requested to adopt a resolution that designates November 2014 as Native American Month.

**Discussion:**

Throughout the year, the contributions of Native Americans 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: Mark Cerutti 

ELK GROVE UNIFIED SCHOOL DISTRICT  
ELK GROVE, CALIFORNIA  
RESOLUTION NO. 26, 2014-2015

**ESTABLISHMENT OF NATIVE AMERICAN MONTH**

**WHEREAS**, People of Native American heritage have played a central role in the history of the United States; and

**WHEREAS**, The United States has paused to recognize the contributions of these citizens throughout the course of our history; and

**WHEREAS**, President George W. Bush, in 2002, proclaimed November to be National American Indian Heritage Month; and

**WHEREAS**, We acknowledge these Americans for their contributions to government, industry, commerce, agriculture, science, literature, and the arts; and

**WHEREAS**, *The History-Social Science Framework for California Public Schools, Kindergarten Through Grade Twelve* states that the study of community, state, region, nation, and world must reflect the experiences of men and women of different racial, religious, and ethnic groups throughout the curriculum at every level,

**THEREFORE, BE IT RESOLVED** by the Governing Board of the Elk Grove Unified School District that November 2014 is designated as Native American Month and that all educational sites be encouraged to recognize the contributions of Native 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.

---

Mark Cerutti  
Secretary to the Board of Education

**Board Agenda Item**

Supplement No. \_\_\_\_\_

Meeting Date: November 4, 2014**Action Requested:**

The Board of Education is requested to approve and adopt a resolution recognizing November 10-14, 2014, as National School Psychology Awareness Week.

**Discussion:**

The National Association of School Psychologists (NASP) has designated November 10-14, 2014 as National School Psychology Awareness Week. This year's theme, "Strive. Grow. THRIVE!" highlights the continuum of engagement necessary to children's healthy learning and development. Schools around the country will be taking part in events and activities designed to help students and schools thrive.

School psychologists are uniquely qualified members of school teams that support students' ability to learn and teachers' ability to teach. They apply expertise in mental health, learning, and behavior, to help children and youth succeed academically, socially, behaviorally, and emotionally. School psychologists partner with families, teachers, school administrators, and other professionals to create safe, healthy, and supportive learning environments that strengthen connections between home, school, and the community

As with all school-based professionals, school psychologists are most effective through collaboration with other school staff and parents. School Psychology Awareness Week is part of an ongoing effort to improve collaboration and foster the common elements of a thriving school community in the Elk Grove Unified School District to help all children thrive.

In recognition of the important role that our school psychologists play in the success of all students, Elk Grove Unified School District Board of Education is asked to approve a resolution recognizing November 10-14, 2014 as National School Psychology Awareness Week as well as future School Psychology Awareness Weeks as declared by NASP.

**Financial Summary:**

There is no known financial impact of this request.

Prepared By: Carl J. Steinauer  Division Approval: \_\_\_\_\_Superintendent Approval: M.C.



**ELK GROVE UNIFIED SCHOOL DISTRICT**  
**9510 Elk Grove-Florin Road**  
**Elk Grove, California 95624**

**SCHOOL PSYCHOLOGY AWARENESS WEEK**

**RESOLUTION No. 27 DECLARING**

**November 10-14, 2014 as *School Psychology Awareness Week* in the  
ELK GROVE UNIFIED SCHOOL DISTRICT**

- WHEREAS,** *All children and youth learn best when they are healthy, supported, and receive an education that enables them to strive, grow and thrive academically, socially, and emotionally; and*
- WHEREAS,** *Elk Grove Unified School District schools can more effectively ensure that all students are able to learn when they meet the needs of the whole child and provide integrated, multi-tiered supports; and*
- WHEREAS,** *Children's mental health is directly linked to their learning and development, and the learning environment provides an optimal context to promote good mental health; and*
- WHEREAS,** *Sound psychological principles are integral to instruction and learning, social and emotional development, prevention, early intervention and school safety, and supporting culturally diverse student populations; and*
- WHEREAS,** *School psychology has over 60 years of well established, widely recognized and highly effective practice and standards that are clearly articulated in the National Association of School Psychologist's Model for Comprehensive and Integrated School Psychology Services; and*
- WHEREAS,** *School psychologists are specially trained to deliver a continuum of mental health services and academic supports that lower barriers to teaching and learning; and*
- WHEREAS,** *School psychologists help children to thrive by nurturing their individual strengths across both personal and academic endeavors; and*
- WHEREAS,** *School psychologists are trained to assess student and school-based barriers to learning as well as individual strengths, utilize data-based decision-making, implement research-driven prevention and intervention strategies, and evaluate outcomes and improve accountability; and*
- WHEREAS,** *It is appropriate to recognize the vital role that school psychologists play in the personal and academic development of Elk Grove Unified School District's students,*

- **THEREFORE, BE IT RESOLVED** *that the Elk Grove Unified School Board encourages all district students and staff to join in the observance of School Psychology Awareness Week, November 10-14, 2014, and observance of future School Psychology Awareness Weeks as declared by the National Association of School Psychologists.*

\_\_\_\_\_  
Priscilla Cox, President, Board of Education

Date: \_\_\_\_\_

\_\_\_\_\_  
Steve Ly, Clerk, Board of Education

Date: \_\_\_\_\_

**Board Agenda Item**Agenda Item No: 22

Supplement No. \_\_\_\_\_

Meeting Date: November 4, 2014**Subject:**

Developer Fee Annual Report

**Department:**

Fiscal Services

**Action Requested:**

The Board is asked to approve the attached Annual Report of 2013-14 Developer Fee expenditures, which was presented for 1<sup>st</sup> review on October 7, 2014.

**Discussion:**

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

Beginning Fund Balance July 1, 2013	\$	22,942,789.00
Income/Incoming Transfers		9,380,874.00
Interest		20,373.00
Expenditures/Outgoing Transfers		(17,695,038.00)
Ending Fund Balance June 30, 2014	\$	14,648,998.00

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

During 2013-14 the District charged the following developer fees:

	7/01/13 - 6/03/14	6/04/14 - 6/30/14
Level I (per sq. ft.)	\$3.20	\$3.36
Level II (per sq. ft.)	\$1.47	\$1.51
<b>Total Residential</b>	<b>\$4.67</b>	<b>\$4.87</b>
	7/1/2013 - 6/30/14	
Commercial/Senior (per sq. ft.)	\$0.51	

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

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

Prepared By: Eric Walle

Division Approval:

Rich FaganPrepared By: Carrie HargisInterim Superintendent  
Approval:Mark Cerutti

# ELK GROVE UNIFIED SCHOOL DISTRICT

## Fiscal Services Department

### 2013-14 Developer Fee Report by Project and Fees

Project	Level I (per sq. ft.)	Level II (per sq. ft.)	Commercial/Sr. (per sq. ft.)	Total	Percent of Total 13/14 Developer Expenditures *	Percent of Total Project Funded by Developer Fees to Date**	Projected Start Date (for projects not started)	Projected or Actual Open Date (M/Y) ***
Interest	20,373			20,373				
Fees	5,869,522	2,695,872	148,207	8,713,601				
Other Local Income				0				
Transfers	667,273			667,273				
Total 13-14 Income	6,557,168	2,695,872	148,207	9,401,247				
Beginning Balance	13,048,922	8,687,230	1,206,637	22,942,789				
Total Income	19,606,090	11,383,102	1,354,844	32,344,036				
Developer Fee Admin Costs	123,145			123,145	2.05%			
School Facilities Needs Assessment	5,950			5,950	0.03%			
Enrollment Growth	92,032	135,995		228,027	1.30%			
Charter Schools	50,916			50,916	0.29%			
Anatolia 2 Elementary	1,075,000		1,062,000	2,137,000	12.16%	98.62%	05/15	08/16
New Dillard Elementary	7,100,000	8,000,000		15,100,000	85.93%	67.80%		08/15
Florin Vineyard GAP Quad 1 Elem.			50,000	50,000	0.28%	100.00%	under review	
Total Expenditures	8,447,043	8,135,995	1,112,000	17,695,038	100.00%			
Ending Balance	11,159,047	3,247,107	242,844	14,648,998				

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

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

\*\*\*Subject To State Funding Availability.

ELK GROVE UNIFIED SCHOOL DISTRICT  
Fiscal Services Department

Total Project Expenditures and Percentage Funding Resources

Site	Budgeted/Actual Amount Per Funding Source			Interest & Misc.	Total	Percent Dev Fees to Date	Projected Completion Date (fiscal year)
	Dev. Fees	State Funds	Mello-Roos				
Anatolia 2 Elementary	2,563,500	0	0	35,829	2,599,329	98.62%	16/17
New Dillard Elementary	21,357,777	0	9,951,682	190,534	31,499,993	67.80%	15/16
Florin Vineyard GAP Quad 1 Elem.	50,000	0	0	0	50,000	100.00%	under review
Total	23,971,277	0	9,951,682	226,363	34,149,322	70.20%	

34,149,322

**ELK GROVE UNIFIED SCHOOL DISTRICT**  
**Fiscal Services Department**

**Budget for Carry Over Balances for 2013-14**

Project	Type of Developer Fee			Total
	Level I	Level II	Commercial	
Anatolia 2 Elementary	4,500,000			4,500,000
Vineyard Pointe Elementary	2,300,000			2,300,000
Contingency	4,359,046	3,247,106	242,845	7,848,997

7848,997

**Total**                      **11,159,046**      **3,247,106**      **242,845**      **14,648,997**

*Ending balances from Summary Report*                      *11,159,046*      *3,247,106*      *242,845*      *14,648,997*

**ELK GROVE UNIFIED SCHOOL DISTRICT**  
**Fiscal Services Department**

**Five-Year Report for 2014-15**

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

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 23

**Board Agenda Item**

Supplement No. \_\_\_\_\_

Meeting Date 11-4-14

Subject: Approval of Minutes

Department: Board of Education

Action Requested: Approve minutes of the regular board meetings held September 2 and October 7, 2014, and the special board meetings held July 10 and 15, and August 12 (2 meetings), 2014.

Discussion:

Financial Summary:

Prepared By: Arlene Hein Department Approval: \_\_\_\_\_

Prepared By: \_\_\_\_\_ Superintendent Approval: Mark Cerutti



**Board Agenda Item**

Supplement No. \_\_\_\_\_

Meeting Date November 4, 2014**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) [11]
2. Deceased
3. Leave(s) of Absence
4. Rehire(s)
5. Resignation(s)
6. Retirement(s)
7. Returning from Leave(s) of Absence

**CLASSIFIED:**

## APPROVE:

1. New Hire(s) [19]
2. Leaves(s) of Absence
3. Promotion(s)
4. Rescission(s) of Retirement
5. Resignation(s)
6. Retirement(s)
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: Mark Cerutti, Interim 

**Board Agenda Item**

Supplement No.: \_\_\_\_\_

Meeting Date: November 4, 2014**Subject:**Department: Human Resources

Variable Term Credential Waiver

**Action Requested:**

The Board is asked to approve a Variable Term Waiver for John Pellman, an Art Teacher for Pleasant Grove High School.

**Discussion:**

Pleasant Grove High School is requesting a credential waiver be granted for John Pellman for the 2014/2015 school year.

Mr. Pellman has been a teacher with EGUSD since 2008. He holds a Special Education credential as well as a Career Technical Education credential in Arts, Media, and Entertainment and is currently completing coursework for the Single Subject Art credential. He also holds a Master of Fine Arts Degree from UC Davis.

The Variable Term Waiver will allow Mr. Pellman the time needed to finish the final steps to gain his Single Subject credential in Art through Teachers College of San Joaquin.

**Financial Summary:**

No fiscal impact.

Prepared By: Bindy Grewal, Ed.D. BG Division Approval: \_\_\_\_\_ Brandon Krueger, Ed.D. BKPrepared By: \_\_\_\_\_ Superintendent Approval: \_\_\_\_\_ Mark Cerutti MC

Agenda Item No.: \_\_\_\_\_

Supplement No.: \_\_\_\_\_

Meeting Date: November 4, 2014**Board Agenda Item****Subject:**

Variable Term Credential Waiver

Department: Human Resources**Action Requested:**

The Board is asked to approve a Variable Term Waiver for Benny Rich as an ROP Instructor (Legal) at Florin High School.

**Discussion:**

Florin High School is requesting that a CLAD waiver be granted for Benny Rich for the 2014/2015 school year.

Mr. Rich currently holds a Designated Subjects Vocational Education Credential in Police Science. He is currently in the process of starting coursework that will allow him to receive a SDAIE certification.

The variable term waiver will allow Mr. Rich the time needed to begin a SDAIE program and complete the necessary requirements by June 2015.

**Financial Summary:**

No fiscal impact.

Prepared By: Bindy Grewal, Ed.D.

Division Approval: \_\_\_\_\_

 Brandon Krueger, Ed.D.

Prepared By: \_\_\_\_\_

Superintendent Approval: \_\_\_\_\_

Mark Cerutti 

Agenda Item No. \_\_\_\_\_

Board Agenda Item

Supplement No. \_\_\_\_\_

Meeting Date November 4, 2014**Subject:**Department: Curriculum and Professional Learning

Certification of Administrator's Competence to Evaluate

**Action Requested:**

The Board of Education is requested to grant Certification of Administrator's Competence to Evaluate to the below newly-hired district administrators who have successfully completed the District's training process.

**Discussion:**

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

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

The following administrators have successfully completed the administrative training process and are being recommended to obtain their Certification of Administrator's Competence to Evaluate:

Placeholder

**Financial Summary:**

N/A

Prepared By: Anna Trunnell

Division Approval: \_\_\_\_\_

Mark Cerutti

Prepared By: \_\_\_\_\_

Superintendent's Approval: \_\_\_\_\_

Mark Cerutti

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

RESOLUTION NO. 28, 2014-15

WHEREAS, Bobbie Singh-Allen was absent from the September 30, 2014, Special Meeting of the Board of Education due to hardship;

THEREFORE, BE IT RESOLVED, that Bobbie Singh-Allen be paid for the above stated meeting missed in accordance with Board Bylaw 9250 and Education Code Section 35120.

Steve Ly, Clerk  
Board of Education

Dated: November 4, 2014

## Board Agenda Item

Supplement No. \_\_\_\_\_

Meeting Date November 4, 2014Subject:

APPROVAL OF PURCHASE ORDER HISTORY.

Department: Finance & School SupportAction Requested:

The Board of Education is asked to approve purchase orders for the weeks of September 28, 2014 through October 10, 2014.

Discussion:

The Purchase Order History and Cost Modifications for the month September 28, 2014 through October 10, 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	627	\$ 5,399,948.93
09 Elk Grove Charter School Fund	7	\$ 9,171.05
11 Adult Education Fund	22	\$ 58,163.00
12 Child Development Fund	18	\$ 7,721.57
13 Food and Nutrition Services Fund	11	\$ 54,459.56
35 State School Facilities Fund	1	\$ 1,156.17
47 Acquisition & Construction #6	1	\$ 1,755.00
49 Facilities Special Project Fund	6	\$ 57,560.00
67 Self Insurance Fund	4	\$ 605,818.49
<b>Total Encumbrances</b>		<b>\$ 6,195,753.77</b>

Modifications:

<u>Fund</u>	<u>Purchase Orders Modified</u>	<u>Purchase Order Modification Costs</u>
01 General Fund	21	\$ 550,413.77
11 Adult Education Fund	1	\$ 375.00
<b>Total Modifications</b>		<b>\$ 550,788.77</b>
<b>Financial Summary Grand Total</b>		<b>\$ 6,746,542.54</b>

Prepared By: Ruth DewDivision Approval: Rich FaganPrepared By: Ruth DewSuperintendent Approval: Mark Cerutti

# ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item  
No:

29

## Board Agenda Item

Supplement No.

Meeting Date:

November 4, 2014

**Subject:**

Warrant Register No. 3  
All funds: September 1, 2014 thru September 30, 2014

**Department:**

Fiscal Services

**Action Requested:**

*Approve Warrant Register No. 3 – Warrant Numbers 968109-969249, 305537-306686*

**Discussion:**

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

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

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

The Board is asked to approve Warrant Register No. 3 – Warrant Numbers 968109-969249, 305537-306686.

See attached report for Warrant Registers No. 3 expenditures.

**Financial Summary:**

Total expenditures for all funds from September 1, 2014 thru September 30, 2014 are \$46,960,794.85.

Prepared By:

Shelley Clark

*Shelley Clark*

Division Approval:

Rich Fagan

*Rich Fagan*

Prepared By:

Carrie Hargis

*Carrie Hargis*

Interim Superintendent  
Approval:

Mark Cerutti

*Mark Cerutti*

## GENERAL FUND

DATE	WARRANT NUMBERS	AMOUNT	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Books & Supplies	5000 Services & Other Operating Exps	6000 Capital Outlay Exps	7000 Indirect Costs & Transfers	8000 Revenue	9000 Accts Receivable & Accts Payable
9/5/14	968109-968360	2544789.35			120.00	1007250.58	239098.30	587.24		210.00	1297523.23
9/12/14	968361-968632	7225968.59				671023.91	648718.83			885.00	5905340.85
9/19/14	968633-968930	1302356.51			135920.77	154483.17	759594.31	4900.00		73326.00	174132.26
9/26/14	968931-969249	1559144.76			175.19	790004.11	741005.15			990.00	26970.31
TOTALS		12632259.21	0.00	0.00	136215.96	2622761.77	2398416.59	5487.24	0.00	75411.00	7403966.65

**PAYROLL WARRANTS FUND 01**

DATE	WARRANT NUMBERS	AMOUNT	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Books & Supplies	5000 Services & Other Operating Exps	6000 Capital Outlay Exps	7000 Indirect Costs & Transfers	8000 Revenue	9000 Accts Receivable & Accts Payable
9/10/14	305537-306064	1403739.98	691838.79	711615.79	285.30						
9/17/14	306065-306107	62919.35	47776.91	15142.44							
9/19/14	306108-306148	-40374.64	-28212.12	-12162.52							
9/30/14	306149-306686	2529573.58	20396094.46	4888548.12	10931.00						
TOTALS (CANCELS)		26721858.17 -52917.78	21107498.04	5603143.83	11216.30	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL		39301199.60	21107498.04	5603143.83	147432.26	2622761.77	2335498.81	5487.24	0.00	75411.00	7403966.65







**9/1/14-9/30/14**

## ACCOUNTS PAYABLE WARRANTS

DATE	WARRANT NUMBERS	AMOUNT	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Books & Supplies	5000 Services & Other Operating Exps	6000 Capital Outlay Exps	7000 Indirect Costs & Transfers	8000 Revenue	9000 Accts Receivable & Accts Payable
9/5/14	968109-968360	3309.48				2985.98	323.50				
9/12/14	968361-968632	17759.09				16320.13	1438.96				
9/19/14	968633-968930	78832.42				386.26	78446.16				
9/26/14	968931-969249	2419.72				2351.40	68.32				
TOTALS		102320.71	0.00	0.00	0.00	22043.77	80276.94	0.00	0.00	0.00	0.00

**PAYROLL WARRANTS FUND 12**

DATE	WARRANT NUMBERS	AMOUNT	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Books & Supplies	5000 Services & Other Operating Exps	6000 Capital Outlay Exps	7000 Indirect Costs & Transfers	8000 Revenue	9000 Accts Receivable & Accts Payable
9/10/14	305537-308064	13825.63	6192.50	7633.13							
9/17/14	306065-306107	1419.65	385.00	1031.65							
9/19/14	306108-306148	-2106.00	-2106.00								
9/30/14	306149-306686	227819.97	152098.61	75721.36							
TOTALS		240959.25	156573.11	84386.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(CANCELS)											
GRAND TOTAL		343279.96	156573.11	84386.14	0.00	22043.77	80276.94	0.00	0.00	0.00	0.00

















**REPORTING PERIOD:**

## ACCOUNTS PAYABLE WARRANTS

DATE	WARRANT NUMBERS	AMOUNT	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Books & Supplies	5000 Services & Other Operating Exps.	6000 Capital Outlay Exps	7000 Indirect Costs & Transfers	8000 Revenue	9000 Accts Receivable & Accts Payable
9/5/14	968103-968360	5838.22				319.34	5518.88				
9/12/14	968361-968632	397225.70				919.22	96306.48				300000.00
9/19/14	968633-968930	3409.39					3409.39				
9/26/14	968931-969249	24706.81				253.31	23637.50				816.00
TOTALS		431180.12	0.00	0.00	0.00	1491.87	128872.25	0.00	0.00	0.00	300816.00

**PAYROLL WARRANTS FUND 67**

DATE	WARRANT NUMBERS	AMOUNT	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Books & Supplies	5000 Services & Other Operating Exps	6000 Capital Outlay Exps	7000 Indirect Costs & Transfers	8000 Revenue	9000 Accts Receivable & Accts Payable
9/30/14	306149-306686	15636.74		15636.74							
TOTALS		15636.74	0.00	15636.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(CANCELS)											
GRAND TOTAL		446816.86	0.00	15636.74	0.00	1491.87	128872.25	0.00	0.00	0.00	300616.00

**TOTAL EXPENDITURES**

**\$46,960,794.85**

**\$21,481,472.31**

**\$6,484,713.37**

**\$147,541.26**

**\$3,496,328.86**

**\$2,983,973.81**

**\$3,796,555.28**

**\$22,627.56**

**\$77,856.52**

**\$8,469,725.88**

## Board Agenda Item

Supplement No. \_\_\_\_\_

Meeting Date November 4, 2014

**Subject:**

DISPOSAL OF OBSOLETE/SURPLUS PROPERTY.

Department: Finance &amp; School Support

**Action Requested:**

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

**Discussion:**

Pursuant to Section 39521 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:	1	Office Furniture/Equipment:	3
Monitors:	4	Classroom Furniture/Equipment:	53
Printers:	3	Audio-Visual:	3
Misc Computer Accessories:	2		

**Financial Summary:**

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

Prepared By: Ruth DewDivision Approval: Rich FaganPrepared By: Ruth DewSuperintendent Approval: Mark Cerutti M.C.

**Board Agenda Item**

Supplement No. \_\_\_\_\_

Meeting Date: November 4, 2014**Subject:**Department: Finance & School Support**DISPOSAL OF OBSOLETE/SURPLUS PROPERTY.****Action Requested:**

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

**Discussion:**

The Transportation Department would like to surplus the following vehicle that was involved in a fire causing damage that insurance ruled as total and not feasible to repair.

Vehicle ID#: #006B  
Year/Make: 2006 Ford E-450 Bluebird  
VIN: 1fdxe45p96db15688  
License: 1189305 CA Exempt  
Mileage: 183,597  
Used by: Transportation

**Financial Summary:**

No source of Income to the District.

Prepared By: \_\_\_\_\_



Division Approval: \_\_\_\_\_

Rich Fagan Prepared By: Ruth DewSuperintendent Approval: Mark Cerutti 

# ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 31

## Board Agenda Item

Supplement No. \_\_\_\_\_

Meeting Date: November 4, 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	Save Mart Supermarkets	Joseph Kerr Middle School (Music Department)	\$484.44	8/28/14
Cash Donation	Hillary Santiago	Joseph Kerr Middle School (Music Department)	\$37.92	8/28/14
Cash Donation	Cheryl Kaufenberg	Joseph Kerr Middle School (Music Department)	\$37.92	8/28/14
Cash Donation	Jennifer Villalpando	Joseph Kerr Middle School (Music Department)	\$37.92	8/28/14
Cash Donation	Lynnell Cuthbertson	Joseph Kerr Middle School (Music Department)	\$40.45	8/28/14
Cash Donation	Robin Taylor	Joseph Kerr Middle School (Music Department)	\$37.92	8/28/14
Cash Donation	Jaime Flores	Joseph Kerr Middle School (Music Department)	\$40.45	8/28/14
Cash Donation	Delicia Cole	Joseph Kerr Middle School (Music Department)	\$37.92	8/28/14
Cash Donation	Lisa Thomas	Joseph Kerr Middle School (Music Department)	\$40.45	8/28/14
Cash Donation	Tony Nemitz	Joseph Kerr Middle School (Music Department)	\$44.24	8/28/14
Cash Donation	Nancy Ohr	Joseph Kerr Middle School (Music Department)	\$40.45	8/28/14
Cash Donation	Julie Nemitz	Joseph Kerr Middle School (Music Department)	\$44.24	8/28/14
Cash Donation	Richard Kreis	Joseph Kerr Middle School (Music Department)	\$40.45	8/28/14
Cash Donation	Nicholas Webster	Joseph Kerr Middle School (Music Department)	\$37.92	8/28/14
Cash Donation	Catherine Ching, Attorney at Law, Law Offices of John A Biard	Florin High School (Law Academy)	\$50.00	9/17/14
Cash Donation	Sunrise Elementary PFO	Sunrise Elementary School (Teacher Supplies)	\$5,000.00	9/29/14
Gift Donation (10 - \$15 Gift Cards)	Ross Stores, Inc.	EGUSD Attendance Campaign	\$150.00	9/30/14
Cash Donation	Target	Florin High School (Principal's Discretion)	\$361.91	9/24/14
Cash Donation	Wells Fargo Foundation	Florin High School (Principal's Discretion)	\$60.00	10/6/14

<u>Item</u>	<u>Donor</u>	<u>School/Program</u>	<u>Value</u>	<u>Date Received</u>
Cash Donation	Rubio's	Toby Johnson Middle School (Physical Education Department)	\$279.99	10/1/14
Cash Donation	Kerr Booster Club	Joseph Kerr Middle School (Music Department)	\$450.00	9/24/14
Cash Donation	Rubio's	Toby Johnson Middle School (Physical Education Department)	\$194.81	10/1/14
Cash Donation	Habit Restaurants	Toby Johnson Middle School (Physical Education Department)	\$391.91	10/1/14
Gift Donation (Piano)	Theresa & Joe Bober	Katherine L. Albani Middle School (Music Department)	\$1,100.00	10/2/14
Gift Donation (153 Free Child's Buffet & 102 \$5 in World Credit Certificates)	John's Incredible Pizza	EGUSD Attendance Campaign	\$1,502.97	10/3/14
Gift Donation (23 Free Pizza Coupons)	Pizza Guys	EGUSD Attendance Campaign	\$482.77	10/3/14
Gift Donation (2 Super Saver Passports)	Scandia Family Fun Center	EGUSD Attendance Campaign	\$59.00	10/7/14

Prepared By:

Carrie Hargis

*Carrie Hargis*

Division Approval:

Rich Fagan

Prepared By:

Interim Superintendent  
Approval:

Mark Cerutti

*M.C.*

# ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item  
No:

32

## Board Agenda Item

Supplement No.

Meeting Date:

November 4, 2014

**Subject:**

Ratification of Contracts

**Department:**

Fiscal Services

**Action Requested:**

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

**Discussion:**

Under current Board Policy 3312 "contracts under the bid limits can be approved by the Designated Personnel, subject to Board ratification". Staff recommends that the Board ratify the contracts on the attached sheet, which are under the bid limit of \$84,100 and have been approved by authorized district staff.

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

**Financial Summary:**

Please see funding information provided on attached schedule.

Prepared By: Carrie Hargis

*Carrie Hargis*

Division Approval:

Rich Fagan

*R*  
*M.C.*

Prepared By:

Interim Superintendent  
Approval:

Mark Cerutti



**ELK GROVE UNIFIED SCHOOL DISTRICT**

## Fiscal Services

**November 4, 2014 Board of Education Meeting****Agenda Item – Ratification of Contracts**

Contracts under bid limit authorized through 10/17/14

	Agreement With	Services Provided	Term of Agreement	Department	Funding Source	Amount
1.	Samantha Boeger (Independent Contractor Agreement)	Presentation and workshops for Sheldon High School animation students	9/29/14 – 10/10/14	Secondary Education	General Fund, Unrestricted Site Funds	\$1,000
2.*	Sacramento County Office of Education – Sacramento Cal-SOAP Consortium	Provide AVID tutors for Laguna Creek High School	9/29/14 – 6/30/15	Learning Support Services	General Fund, Unrestricted	\$5,532
3.	Coast 2 Coast Soccer	Afterschool soccer activities for James Rutter Middle School	10/6/14 – 5/25/15	Learning Support Services	Afterschool Grant Funds	\$7,650
4.	Oregon Shakespeare Festival	Performance and workshops for Sheldon High School	11/13/14 – 11/14/14	Learning Support Services	General Fund, Unrestricted	\$1,600
5.	Mary Gwaltney (Independent Contractor Agreement)	Staff in-service and independent evaluations for Special Education	7/2/14 – 6/30/15	Special Education	Special Education Mental Health Funds	Not to exceed \$30,000
6.*	Black Belt in Fitness	Afterschool fitness classes at Anna Kirchgater Elementary School	10/14 – 6/26/15	Learning Support Services	After School Grant Funds	\$7,875
7.*	Sierra Nevada Journeys	Overnight science camp for students in the Indian Education Program	11/7/14 – 11/9/14	Learning Support Services	Local Indian Education Grant Funds	\$1,300
8.	BorderLAN Security	Web filter license, replacement warranty and technical support	October 2014 – September 2015	Technology Services	General Fund, Unrestricted	\$33,500
9.	Curriculum Associates, LLC	On site professional development services (i-Ready training) for Barbara Comstock Morse, Sierra Enterprise, Samuel Kennedy, Anna Kirchgater Elementary Schools	10/27/14 – 5/31/15	Learning Support Services	Title I	\$3,000 (Barbara Comstock Morse), \$3,000 (Sierra Enterprise), \$3,750 (Samuel Kennedy), \$1,500 (Anna Kirchgater)
10.	Robert Half International, Inc.	Technology consultant	10/16/14 – 4/15/15	Technology Services	General Fund, Unrestricted	Not to exceed \$24,500
11.	Education To Go	On-line Always Learning classes for EGACE	10/16/14 – 6/30/15	Secondary Education	Adult Education fee based funds	\$7,500

\*Memorandum of Understanding

(Page 1 of 2)

**ELK GROVE UNIFIED SCHOOL DISTRICT**  
Fiscal Services

**November 4, 2014 Board of Education Meeting**  
**Agenda Item – Ratification of Contracts**  
Contracts under bid limit authorized through 10/17/14

	Agreement With	Services Provided	Term of Agreement	Department	Funding Source	Amount
12.	ASAP (Administrative Software Applications, Inc.)	Annual software license and maintenance agreement for EGACE student registration software	7/1/14 – 6/30/15 (amended 7/1/10 agreement)	Secondary Education	Adult Education Fund	\$5,950
13.	Jocelyn Mitchelmore (Independent Contractor Agreement)	Project GLAD (Guided Language Acquisition Design) two-day workshop for Charles Mack Elementary School	8/4/14 – 8/5/14	Learning Support Services	Title I	\$4,350
14.	Regina Rosenzweig (Independent Contractor Agreement)	Project GLAD training for Charles Mack Elementary School	8/4/14 – 9/18/14	Learning Support Services	Title I	\$12,750
15.	Kelli Richardson (Independent Contractor Agreement)	Project GLAD four-day demonstration for Charles Mack Elementary School	9/15/14 – 9/18/14	Learning Support Services	Title I	\$8,400
16.	Aloha Festival	Booth space for Valley High School HealthTECH Academy at 2014 Sacramento Aloha Festival	10/4/14	Secondary Education	Partnership Academy Grant Funds	\$105
17.	Regents of the University of California	Area 3 Writing Project professional development for Roy Herburger Elementary School	10/6/14	Curriculum/ Professional Learning	Title II Grant Funds	\$1,500
18.	H. Michon Johnson (Independent Contractor Agreement)	Consultant to support Sheldon High School students identified as at risk with college and career choices	10/3/14 – 3/30/15	Learning Support Services	General Fund, Unrestricted	Not to Exceed \$2,000
19.	Thomas N. Besaw, Teambuilding.com	Linked Learning Community Master Plan external coach	Amend original agreement from end date of June 30, 2014 to October 31, 2014	Secondary Education	Linked Learning Grant Funds	Total not to exceed \$24,820

\*Memorandum of Understanding

(Page 2 of 2)

# ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 33

## Board Agenda Item

Supplement No. \_\_\_\_\_

Meeting Date: November 4, 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
CHC/Children's Home Connection	# 503106	\$ 4,500.00
CHC/Children's Home Connections	# 503107	\$ 152,194.56
Northern Calif. Prep School	# 503111	\$ 5,000.00
Milhous School Inc.	# 503112	\$ 713,294.91
Northern Calif. Prep School	# 503113	\$ 759,633.40
Guiding Hands School Inc.	# 503114	\$ 77,500.00
Aldar Academy	#503115	\$ 718,518.24
Guiding Hands School Inc.	# 502918	\$ 248,054.16

### Financial Summary:

Costs are funded from Special Education.

Prepared By: Ruth Dew

Division Approval: Rich Fagan

Prepared By: Ruth Dew

Superintendent Approval: Mark Cerutti

**ELK GROVE UNIFIED SCHOOL DISTRICT**Agenda Item No: 34**Board Agenda Item**

Supplement No. \_\_\_\_\_

Meeting Date: November 4, 2014**Subject:****Department: Finance & School Support****APPROVAL FOR THE DISTRICT TRANSPORTATION DEPARTMENT TO ENTER INTO A PURCHASE AGREEMENT FOR FIVE (5) NEW BLUE BIRD WHEELCHAIR BUSES.****Action Requested:****The Board of Education is asked to authorize the purchase of FIVE (5) new Blue Bird Wheelchair BBCV buses cooperatively through the Waterford Unified School District.****Discussion:**

The Elk Grove Unified School District's Transportation Department is requesting to purchase FIVE (5) wheelchair BBCV Buses cooperatively through the Waterford Unified School District.

These buses have been made available through a contract, bid #01-12 from the Waterford Unified School District.

This item was board approved by the Waterford Unified School District Board of Education on November 14, 2013 with an extension through December 31, 2014. Documentation is located in the Purchasing Department for further review if necessary.

Pursuant to Public Contract Code Section 20118, this bid provides statutory exceptions to the competitive bidding requirements (piggy-backing clause) as set forth in Public Contract Code Section 20111. This exception allows equipment, automotive vehicles and other personal property.

<u>NUMBER of BUSES</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1 (ONE)	2015 BBCV VIN#1BAKBCPA0FF310040	\$ 141,612.14
1 (ONE)	2015 BBCV VIN#1BAKBCPA6FF312049	\$ 142,989.20
1 (ONE)	2015 BBCV VIN#1BAKBCPA2FF312050	\$ 142,989.20
1 (ONE)	2015 BBCV VIN#1BAKBCPA4FF312051	\$ 142,989.20
1 (ONE)	2015 BBCV VIN#1BAKBCPA2FF310038	\$ 141,612.14
<b>Total (including tax):</b>		<b>\$ 712,191.88</b>

**Financial Summary:**

Funding will come from the General Fund and insurance proceeds.

Prepared By: Ruth Dew P.B.Division Approval: Rich FaganPrepared By: Ruth DewSuperintendent Approval: Mark Cerutti

Agenda Item No.: \_\_\_\_\_

Supplement No.: \_\_\_\_\_

Meeting Date: November 4, 2014**Board Agenda Item****Subject:**Department: Human Resources

WILLIAMS ACT QUARTERLY REPORT NOTIFICATION

**Action Requested:**

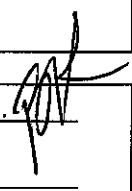
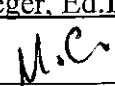
The Board is asked to receive a report on the Williams Act Quarterly Report Uniform Complaint Process for the period of June 30, 2014 through September 30, 2014.

**Discussion:**

Pursuant to the legislation embodied in Education Code section 35186(d), specifically as it relates to the Williams Case legislation, each school district is required by law to report to the County Superintendent of Schools, on a quarterly basis, summarized data on the nature and resolution of all Williams-type complaints filed with the district. Williams-type complaints relate to the sufficiency of textbooks, emergency school facility issues, and the vacancy or misassignment of teachers.

The summary reports are required to be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district and both the complaint and written responses are public records available to the public. A copy of the electronically submitted report is attached.

During the period of June 30, 2014 through September 30, 2014, there were no complaints filed.

**Financial Summary:**Prepared By: \_\_\_\_\_ Division Approval: \_\_\_\_\_ Brandon Krueger, Ed.D. Prepared By: \_\_\_\_\_ Superintendent Approval: \_\_\_\_\_ Mark Cerutti 

## Elizabeth Deissroth in Human Resources

---

**From:** Brandon Krueger in Human Resources  
**Sent:** Monday, October 06, 2014 8:01 AM  
**To:** Elizabeth Deissroth in Human Resources  
**Subject:** FW: Williams UCP Report Submission

-----Original Message-----

**From:** [support@scoe.net](mailto:support@scoe.net) [mailto:support@scoe.net]  
**Sent:** Monday, October 06, 2014 8:00 AM  
**To:** Brandon Krueger in Human Resources  
**Subject:** Williams UCP Report Submission

\*\*\* COPY OF YOUR SUBMISSION \*\*\*

The following Williams UCP Quarterly Report information has been submitted. The form was submitted on 10/06/14. Questions about this report should be directed to Cyndi Kroeck: (916) 228-2672 or [ckroeck@scoe.net](mailto:ckroeck@scoe.net).

----- NAME: Brandon Kreuger, Ed.D.

TITLE: Associate Superintendent, Human Resources

PHONE: (916) 686-7797 ext. 7692

EMAIL: [bkrueger@egusd.net](mailto:bkrueger@egusd.net)

DISTRICT: Elk Grove Unified School District

YEAR: 2014

QUARTER: Quarter 1 (July-September)

TEXTBOOKS\_NUM\_COMPLAINTS: 0

TEXTBOOKS\_NUM\_RESOLVED: 0

TEXTBOOKS\_NUM\_UNRESOLVED: 0

FACILITIES\_NUM\_COMPLAINTS: 0

FACILITIES\_NUM\_RESOLVED: 0

FACILITIES\_NUM\_UNRESOLVED: 0

TEACHERS\_NUM\_COMPLAINTS: 0

TEACHERS\_NUM\_RESOLVED: 0

TEACHERS\_NUM\_UNRESOLVED: 0

CAHSEE\_NUM\_COMPLAINTS: 0

CAHSEE\_NUM\_RESOLVED: 0

CAHSEE\_NUM\_UNRESOLVED: 0

Sender: 207.166.54.97 Mozilla/4.0 (compatible; MSIE 7.0; Windows NT 6.1; WOW64; Trident/5.0; SLCC2; .NET CLR 2.0.50727; .NET CLR 3.5.30729; .NET CLR 3.0.30729; Media Center PC 6.0; .NET4.0C; .NET4.0E; InfoPath.3)

**Board Agenda Item****Subject:**

Out-of-State Field trip

Division: Secondary Education**Action Requested:**

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

**Discussion:**

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

<u>School</u>	<u>Field Trip Destination</u>	<u>Field Trip Purpose</u>	<u>Dates of Trips</u>
Sheldon High School	Ashland, OR	Shakespeare Festival	March 17 - 20, 2015

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

Prepared By: \_\_\_\_\_

Superintendent Approval: Mark Cerutti

**Board Agenda Item**

Supplement No. \_\_\_\_\_

Meeting Date: November 4, 2014**Subject:**Division: Facilities and Planning

Franklin Elementary School, Portables 2014 Relocatable Building Installation  
Change Order No. 3

**Action Requested:**

The Board of Education is asked to (1) approve Change Order No. 3 with Lamon 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 Lamon Construction for the Relocatable Building Installation at Franklin Elementary School. Change Order No. 3 consists of five (5) item(s.) The complete change order, with backup, is on file in the Facilities and Planning office for review.

<b>Item #1</b>	Provide new ramps. Existing ramps did not comply with current ADA codes. Requested by EGUSD	<b>ADD</b>	\$17,318.40
<b>Item #2</b>	Provide additional electrical work at each existing building splice to bring condition into code compliance. Requested by EGUSD	<b>ADD</b>	\$ 2,936.00
<b>Item #3</b>	Provide additional paving and seal coat to bring existing path of travel into ADA code compliance. Requested by EGUSD	<b>ADD</b>	\$ 1,905.00
<b>Item #4</b>	Reimburse contractor for re-mobilization of the track surfacing and asphalt sealing due to wet conditions beyond the contractor's control. Requested by EGUSD	<b>ADD</b>	\$ 590.00
<b>Item #5</b>	Provide ramp landing extensions to bring handrails into ADA code compliance. Requested by EGUSD	<b>ADD</b>	\$ 2,249.00

**Attachment A provides detailed information on distribution of change order requests between Architect and District.** Change Order No. 3 changes the contract amount of **\$306,949.00** by **\$24,998.40** to **\$331,947.40**.

**Financial Summary:**

This project is funded from Fund 25, Developer Fees.

Prepared By: Josef TavoraDivision Approval: Robert PiercePrepared By: Lee LeavelleSuperintendent Approval: Mark Cerutti



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

SUMMARY:		Contract completion date:
Original Contract Amount:	\$257,777.00	September 21, 2014
Net Change Orders Architect Requested		
Net Change Orders Existing Conditions	33,052.40	
Net Change Orders District Requested	<u>7,576.00</u>	Time extension: 0 days
Total Change Order 1-3	<u>74,170.40</u>	
Total Current Contract Amount	<u><u>\$331,947.40</u></u>	September 21, 2014

**CONTINUATION SHEET 1****CHANGE ORDER NO.: 3**

INITIATION DATE: October 6, 2014

PROJECT NAME: Franklin E.S., Install. Of (3) Relocatable Bldgs.  
TO CONTRACTOR: Lamson Construction Co., Inc.  
CONTRACT DATE: July 11, 2014  
DSA FILE#: 34-17  
DSA APP.#: 02-133740

HIBSER YAMAUCHI ARCHITECTS, INC.  
4602 2nd Street, Suite 3  
DAVIS, CA 95618  
TEL: (530) 758-1270  
FAX: (530) 758-4678

1	Reference:	PCO 3 - Add New Ramps		
	Reason:	Existing ramps not code-compliant.		
	Requested by:	EGUSD		
	Change in Contract Amount:			\$17,318.40
	Change in Contract Performance period:		Add 0 days	
2	Reference:	PCO 14R - Added electrical work at each building splice.		
	Reason:	Existing splices not code-compliant.		
	Requested by:	EGUSD		
	Change in Contract Amount:			\$2,936.00
	Change in Contract Performance period:		Add 0 days	
3	Reference:	PCO 18 - Layout, pave and seal coat 225 SF to address existing ADA issues.		
	Reason:	Existing paving not ADA-complaint		
	Requested by:	EGUSD		
	Change in Contract Amount:			\$1,905.00
	Change in Contract Performance period:		Add 0 days	
4	Reference:	PCO 19 - Cost of Seal Move-in		
	Reason:	Re-mobilization of the track surfacing and asphalt sealing due to site conditions.		
	Requested by:	EGUSD		
	Change in Contract Amount:			\$590.00
	Change in Contract Performance period:		Add 0 days	
5	Reference:	PCO 20 - Cost to Modify Handrails		
	Reason:	Bottom landing extensions not ADA-compliant		
	Requested by:	EGUSD		
	Change in Contract Amount:			\$2,249.00
	Change in Contract Performance period:		Add 0 days	
<b>Total Cost Change: This Sheet</b>				<b>\$24,998.40</b>
<b>Total Change in Contract Performance Period:</b>				<b>ADD 0 days</b>
This total will be reflected on main sheet of Change Order				

**CHANGE ORDER NO.: 3**

INITIATION DATE: October 6, 2014

**DISTRIBUTION:**

OWNER ☒  
CONSTRUCTION MANAGER ☐  
ARCHITECT ☒  
CONTRACTOR ☒  
DSA ☒  
OTHER ☐

HIBSER YAMAUCHI ARCHITECTS, INC.  
4602 2nd Street, Suite 3  
DAVIS, CA 95618  
TEL: (530) 758-1270  
FAX: (530) 758-4678

**TO CONTRACTOR:**

871 Von Geldern Way  
Yuba City, CA 95991

**PROJECT NAME:** Franklin Elementary School  
Install. Of (3) Relocatable Buildings  
**DSA FILE#** 34-17  
**DSA APP.#** 02-133740  
**HY PROJECT #** 4049

**CONTRACT DATE:** July 11, 2014

**CONTRACT FOR:** Franklin E.S., Installation of (3) Relocatable Buildings

You are directed to make the following changes in this Contract:

**Change Order items are summarized on attached CONTINUATION SHEETS 1 through 2.** \$24,998.40

**Not valid until signed by the Owner, Architect and Contractor**

The original Contract Sum was.....	\$257,777.00
Net change by previously authorized Change Orders.....	\$49,172.00
The Contract Sum prior to this Change Order was.....	\$306,949.00
The Contract Sum will be <b>increased</b> by this Change Order.....	\$24,998.40
The new Contract Sum including this Change Order will be.....	\$331,947.40

Estimated Substantial Completion date: 9/21/2014

The Contract Time will be **increased** by: ( 0 ) days

The date of Substantial Completion as of the date of this Change Order therefore is: 9/21/2014

ARCHITECT: Hibser Yamauchi Architects, Inc.

Victor Burbank

Name (Printed) Date

CONTRACTOR: Lamon Construction Co., Inc.

Steve Ithurburn

Name (Printed) Date

OWNER: Elk Grove Unified School District

Name (Printed) Date

Franklin ES  
3 Portable  
project

PCO 3

	Qty	Unit	Unit Price		Total
New Ramps	1	ea	\$2,785.00		\$2,785.00
New Ramps	2	ea	\$2,597.00		\$5,194.00
Skirting	3	ea	\$476.00		\$1,428.00
Freight	3	ea	\$815.00		\$2,445.00
Footing pads	1	ls	\$500.00		\$500.00
Lower landing for tall ramp	1	ea	\$500.00		\$500.00
Install					\$0.00
2 carpenters 12 Hrs	24	hrs	\$78.00		\$1,872.00
1 laborer	12	hrs	\$60.00		\$720.00
Forklift	1	ls	\$300.00		\$300.00

Subtotal	\$15,744.00
OH&P	\$1,574.40
<b>TOTAL</b>	<b>\$17,318.40</b>

Note: PR 1 Adding new ramps

**Board Agenda Item**

Supplement No. \_\_\_\_\_

Meeting Date November 4, 2014**Subject:**Division: Facilities and Planning

**Franklin Elementary School Portables 2014 Relocatable Building Installation  
Acceptance and Notice of Completion**

**Action Requested:**

The Board of Education is asked to (1) accept the construction of the Franklin Elementary School Portables 2014 Relocatable Building Installation of Three (3) Relocatable Buildings, and (2) authorize the filing of the Notice of Completion.

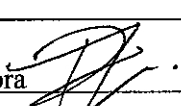
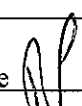
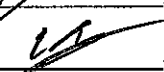
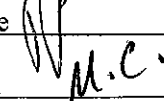
**Discussion:**

On June 17, 2014, the Board of Education awarded a contract to Lamon Construction for the Relocatable Building Installation at Franklin 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: Josef Tavora  Division Approval: Robert Pierce   
Prepared By: Lee Leavelle  Superintendent Approval: Mark Cerutti 

Record for the benefit of Elk Grove Unified School District  
Fee exempt pursuant to Government Code Section 6103  
**WHEN RECORDED, PLEASE SEND TO:**

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

DSA File No. 34-17  
DSA Appl. No. 02-113740

**NOTICE OF COMPLETION**

**NOTICE IS HEREBY GIVEN:**

*That the work of improvements on the real property hereinafter described, consisting of construction of Franklin Elementary School Portables 2014 Relocatable Building Installation of Three (3) Relocatable Buildings, 4011 Hood-Franklin Road, Elk Grove, CA 95757 was completed on the 4th day of September, 2014.*

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

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

*That the name of the original Contractor for the work of improvements as a whole is Lamon Construction Company, Inc., of Yuba City, CA 95991; that the name of the surety for said Contractor Great American Insurance Company incorporated under the laws of the State of California; and authorized to do business in the State of California by the laws of the State of California.*

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

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

*Elk Grove Unified School District*

By \_\_\_\_\_  
*Authorized School Official*

STATE OF CALIFORNIA  
COUNTY OF SACRAMENTO

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

\_\_\_\_\_  
*Signature of Notary Public* (Seal)