

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 18, 2014  
Closed Session – 5:00 p.m.  
Regular Session – 6:00 p.m.

Item

Time – Approximate

Public Comment on Items on Agenda or Not on the Agenda

**NOTICE**

Cards are available at the table just outside of the Board Room for anyone who wishes to address the Board. If you wish to address the Board, complete a card and hand it to a staff member at the table to the left as you enter the Board Room. Please be sure to complete the card indicating whether the matter you wish to address is on the agenda or not on the agenda. If the matter is on the agenda, we will assume you wish to speak when it comes time to address that item on the agenda and will hold your card until then. Presentations will be limited to a maximum of three (3) minutes, with a total of thirty (30) minutes designated for public comment on an item. Time limitations are at the discretion of the President of the Board of Trustees. The meeting is recorded on video and audio. Videos are available on the Elk Grove Unified School District's You Tube channel at [http://www.youtube.com /user/Elk Grove Unified](http://www.youtube.com/user/Elk%20Grove%20Unified).

**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 54957  
Public Employee Appointment/Employment: Elementary School Principal; Director of Communications

**OPEN MEETING – 6:00 p.m.**

- |  |            |
|--|------------|
| I. Pledge of Allegiance  | 5 Minutes  |
| II. Presentations/Recognitions   |            |
| 3. High School Student Representative Reports – Florin, Laguna Creek, and Sheldon          | 15 Minutes |
| 4. California School Boards Association Recognition of Priscilla Cox and Jeanette Amavisca | 10 Minutes |
| 5. Vision Care Community Partners  | 10 Minutes |
| 6. Academic Recognition of Fall Student Athletes and Coaches                               | 10 Minutes |
| 7. 2013 National FFA Convention  | 10 Minutes |
| III. Student Expulsion Recommendations   |            |
| 8. Requests for Student Expulsions   | 5 Minutes  |

AGENDA  
ELK GROVE UNIFIED SCHOOL DISTRICT  
Regular Meeting of the Board of Education  
November 18, 2014

Page 2

<u>Item</u>	<u>Time – Approximate</u>
IV. LCAP	
9. Local Control Accountability Plan (LCAP) Update	10 Minutes
V. Budget Update - None	
VI. Public Comment	
VII. Bargaining Units	
VIII. Reports	
10. Presentation: On Grade Level Reading (Sacramento READS)	30 Minutes
11. Summer School 2014	20 Minutes
IX. Public Hearing/Action Items	
X. Discussion Items	
12. Revisions to Board Policy 0520.2 – Title I Program Improvement Districts	10 Minutes
13. Revisions to Board Policy 0520.3 – Title I Program Improvement Districts	10 Minutes
XI. Discussion/Action Items	
14. Board Policy 3100, Budget Development and Control Revision	10 Minutes
15. Approval of Contract with California State University, Sacramento	5 Minutes
16. Approval of NextEd Contract for Career Pathway Trust (CPT) Grant	5 Minutes
XI. Action Items	
17. Establishment of Annual Organization Meeting of the Board of Education	5 Minutes
18. 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	5 Minutes
19. Revisions to Board Policy 6174 – Education for English Language Learners	5 Minutes
XIII. Board Member and Superintendent Reports	

AGENDA  
ELK GROVE UNIFIED SCHOOL DISTRICT  
Regular Meeting of the Board of Education  
November 18, 2015

Page 3

<u>Item</u>	<u>Time – Approximate</u>
XIV. Consent Agenda – Action	5 Minutes
20. Approval of Minutes	
21. Personnel Actions	
22. Purchase Order Approval	
23. Warrant Register Approval	
24. Investment Policy	
25. Disposal of Obsolete/Surplus Property	
26. Acceptance of Gifts	
27. Ratification of Contracts	
28. Ratification of Non Public School/Non Public Agency (NPS/NPA) Contracts	
29. Renewal of the Student Teaching Agreement between Elk Grove Unified School District and the University of the Pacific	
30. Instructional Materials Adoption	
31. Out-of-State Field Trip Approval	
32. 2014 Fencing at Laguna Creek High School, Acceptance and Notice of Completion	
XV. Other Action Items	
33. Discussion and Action on Items Removed From Consent Agenda	5 Minutes
XVI. Information Items	
34. Other Items from the Floor	5 Minutes
35. Items for Future Agendas	5 Minutes
XVII. Adjournment	

**AMERICAN WITH DISABILITIES COMPLIANCE NOTICE**

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

**DOCUMENT AVAILABILITY**

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

# ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 5

## Board Agenda Item

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

Meeting Date: November 18, 2014

### **Subject:**

Vision Care Community Partners

### **Division:**

Student Support and Health Services

### **Action Requested:**

The Board of Education is requested to recognize and honor community partners that support vision care and eye health of students within Elk Grove Unified School District.

### **Discussion:**

Student Support and Health Services would like to recognize the following organizations for their extraordinary efforts to provide vision exams and eye glasses to the students of Elk Grove Unified School District: Vision To Learn, VSP Global, and the Elk Grove Lions. Their partnerships have been coordinated through the efforts of the Healthy Start Family Centers, in collaboration with School Nurses, and Elementary and Secondary education.

There are many gaps in our society that deprive children of an opportunity to succeed. Vision impairment is one such problem which has long been ignored, especially for students in low-income communities. The three organizations that are being recognized have formed a safety net for students in our District so that no child goes without needed vision screening and glasses.

1. VISION TO LEARN was created by the Beutner Family Foundation of Los Angeles and borne out of a deep belief that public education is the foundation of our future. In the spring of 2013 the foundation looked to expand its program statewide from Los Angeles to other areas, including Northern California. EGUSD was one of the original Sacramento partners of Vision To Learn and its efforts to provide children in low-income communities the glasses they need to build the foundation for success. Throughout the last school year, EGUSD Healthy Start Family Centers coordinated efforts among Vision To Learn, School Nurses, and our Title 1 elementary schools. After initial vision screenings by nurses, students were referred for further examination by Vision To Learn optometrists who came by mobile clinics to each Title 1 elementary school. After eye exams, students were allowed to choose their own frames, and free glasses were dispensed at the school site two to three weeks after the initial visit. In 2013-2014, 1135 EGUSD students were examined, and 1068 pairs of glasses were dispensed to students without cost. The grand total of services provided to our students through Vision To Learn amounted to \$110,000. Representing Vision To Learn will be its Northern California coordinator, Mr. David Koenig.
2. VSP GLOBAL, formerly known as Vision Service Plan, is the only national not-for-profit vision care company. It is based in Rancho Cordova, and offers high-quality services to its members, clients, brokers and doctors. But it doesn't stop there! VSP is passionate about giving back to the community. Through its "Eyes of Hope" program, VSP sponsored and collected used glasses

from attendees of a Sacramento Kings game. EGUSD was designated to receive the benefits of these recycled glasses, and in turn was given free gift certificates for student eye exams and glasses. This resulted in 528 certificates for students without vision coverage. Healthy Start coordinated the distribution effort, resulting in a \$56,000 contribution of services. Ms. Lucinda Ward will represent VSP Global.

3. The ELK GROVE LIONS have long partnered with EGUSD to assist students in need of vision support. They have also collaborated with VSP to provide undocumented students with vision services. This is an area that the Elk Grove Lions have been able to provide a further safety net and ensure that all students receive vision services. The Elk Grove Lions have expanded services to include help with hearing issues and also provided hearing aids to some students in EGUSD. The combined vision and hearing services reached over 300 students and resulted in a contribution of \$12,000 in the 2013-2014 school year. Mr. Dave King will represent the Elk Grove Lions.

EGUSD through its Healthy Start Family Centers has truly formed a significant collaboration with these organizations for the vision health of all students, giving further support for their academic and personal success.

**Financial Summary :** N/A

Prepared By: Carl J. Steinauer 

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

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

Superintendent Approval: Mark Cerutti 

## ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 6

## Board Agenda Item

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

Meeting Date November 18, 2014**Subject:** Academic Recognition of Fall Student-Athletes and Coaches**Division:** Secondary Education**Action Requested:**

The Board of Education is asked to recognize fall student-athletes for their outstanding academic performance.

**Discussion:**

The Elk Grove Unified School District, in conjunction with the nine comprehensive high school Athletic Directors, recognizes the coaches and teams who have achieved the highest combined Grade Point Average of any varsity athletic team during the fall sports season. The team's captain(s) and head coach will represent each team. Honored teams are:

**Cosumnes Oaks High School:**

Coach	Honored Team	Team GPA
Chris Wall	Women's Tennis	4.17

**Elk Grove High School:**

Coach	Honored Team	Team GPA
Tom Rossow	Cross Country	3.86

**Florin High School:**

Coach	Honored Team	Team GPA
David Bry	Cross Country	3.6

**Franklin High School:**

Coach	Honored Team	Team GPA
Jesse Pangilinan	Women's Tennis	4.11

**Laguna Creek High School:**

Coach	Honored Team	Team GPA
Bryan Jilka	Women's Cross Country	4.47

**Monterey Trail High School:**

Coach	Honored Team	Team GPA
Kim Hitchcock	Women's Cross Country	4.03

**Pleasant Grove High School:**

Coach	Honored Team	Team GPA
Brian Browne	Women's Tennis	3.85

**Sheldon High School:**

Coach	Honored Team	Team GPA
Luis Lopez	Women's Tennis	3.78

**Valley High School:**

Coach	Honored Team	Team GPA
Tung Le	Women's Tennis	3.42

**Financial Summary:** N/APrepared By: Rod EdmistonDivision Approval: Christina O. PennaPrepared By: \_\_\_\_\_ Interim Superintendent Approval: Mark Cerutti

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 7

**Board Agenda Item**

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

Meeting Date: November 18, 2014

**Subject:** **2014 National FFA Convention**

**Division:** **Secondary Education**

**Action Requested:**

The Board of Education is asked to recognize the Elk Grove Unified School District students who received recognition at the 87<sup>th</sup> Annual National Future Farmers of American Convention.

**Discussion:**

The Board is asked to recognize Elk Grove Unified School District students from Elk Grove, Florin, Pleasant Grove and Sheldon High Schools for their accomplishments at the 87<sup>th</sup> Annual National FFA Convention.

**Financial Summary:**

N/A

Prepared By: **Kathy Hamilton**

Division Approval: **Christina Penna, Secondary Education**

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

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

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

**Board Agenda Item**

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

Meeting Date November 18 2014**Subject:****Department:** Education Services**Local Control Accountability Plan (LCAP) Update****Action Requested:**

The Board of Education is asked to receive an update on the District's Local Control Accountability Plan (LCAP).

**Discussion:**

The purpose of the presentation is to provide an update on the Local Control Accountability Plan (LCAP) that will provide information for staff, parents, and the community.

**Financial Summary:**Prepared By: Mark Cerutti *M.C.*Approval: Mark Cerutti *M.C.*

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

Superintendent Approval: Mark Cerutti *M.C.*



ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 10

**Board Agenda Item**

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

Meeting Date: November 18, 2014

Subject:

Division: PreK-6 Education Division

**Presentation: On Grade Level Reading (Sacramento READS)**

Action Requested:

The Board is asked to hear a presentation regarding the On Grade Level Reading Plan for Elk Grove Unified School District.

Discussion:


Reading proficiency by the end of the third grade is a key predictor of high school graduation and career success. Statistics show that more than 80% of children from low income families miss this crucial milestone.

To support On Grade Level Reading, the Elk Grove Unified School District Board of Education allocated \$1,000,000 for On Grade Level Reading for the 2014-2015 school year.

Mrs. Cherry will update the Board of Education on the work and components of Elk Grove's On Grade Level Reading Plan.

Financial Summary

N/A

Prepared By: Donna M. Cherry  Division Approval: \_\_\_\_\_

Prepared By: \_\_\_\_\_ Superintendent Approval:  

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

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

**Board Agenda Item**Meeting Date November 18, 2014**Subject: Summer School 2014****Division: Elementary/Secondary Education****Action Requested:**

The Board is asked to receive a report regarding the 2014 Summer School Program at both the elementary and secondary levels.

**Discussion:**

The 2014 summer school program, approved by the Board on April 22, 2014, operated at all district elementary and secondary schools.

The elementary summer school focus was on Early Literacy and Early Numeracy with priority for grades K-6 - low reading/math students and K-6 enrichment.

At the secondary level, middle schools offered enrichment opportunities for 8<sup>th</sup> grade students, while the high schools offered credit recovery and intervention, acceleration and enrichment. A Jump Start program for 7<sup>th</sup> grade middle school orientation was also offered.

The Board is asked to receive summary information for this program.

**Financial Summary:**Prepared By: Christina PennaDivision Approval: Donna Cherry/Christina Penna

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

Interim Superintendent Approval: Mark Cerutti M.C.

**Board Agenda Item****Subject:**Department: Education Services**Revisions to Board Policy 0520.2 – Title I Program Improvement Districts****Action Requested:**

The Board of Education is requested to receive and provide input to the first reading of the proposed board policy revision to 0520.2, 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 0000 Instruction series:

BP 0520.2 – Title I Program Improvement Districts

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

**Financial Summary:**

No financial impact.

Prepared By: Christina DeWaalDepartment Approval: Mark Cerutti

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

Superintendent Approval: Mark Cerutti

## TITLE I PROGRAM IMPROVEMENT SCHOOLS

The Governing Board is committed to enabling all district students to meet state academic achievement standards and to narrowing the achievement gap among student groups. To that end, the Governing Board desires to shall assist all district schools, including those receiving federal Title I funds, to achieve adequate yearly progress, as defined by the State Board of Education.

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

(cf. 6011 - Academic Standards)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - Standardized Testing and Reporting Program State Academic Achievement Tests)

(cf. 6171 - Title I Programs)

If a district Title I school is identified as in need of program improvement Whenever a district school is identified by the California Department of Education as in need of program improvement (PI), the Superintendent or designee shall coordinate ensure that school improvement efforts with federal, state and local school improvement programs as appropriate and shall develop an improvement plan are coordinated and aligned. He/she shall also revise the school's Single Plan for Student Achievement in accordance with law and as specified in administrative regulation.

(cf. 0420 – School Plans/Site Councils)

(cf. 0420.1 - School-Based Program Coordination)

(cf. 0420.3 – School-Based Student Motivation and Maintenance Program)

(cf. 0520.4 – Quality Education Investment Schools)

Depending on the length of time a district school has been identified for program improvement, the Board and Superintendent or designee the district shall implement provide opportunities for student transfers, supplemental educational services, other corrective actions and/or restructuring in accordance with state and federal laws, and shall annually communicate them to parents.

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 6179 - Supplemental Instruction)

### Program Evaluation

The Superintendent or designee shall provide the Board with reports on the implementation of the school improvement plan and the effectiveness of program improvement efforts in raising student achievement. The Board shall annually review the adequate yearly progress of each district school based on state academic assessments and other indicators specified in the state plan for the No Child Left Behind Act. The Superintendent or designee shall publicize and disseminate the results of this review to

**TITLE I PROGRAM IMPROVEMENT SCHOOLS (CONTINUED)**

parents/guardians, principals, schools, and the community so that the instructional program can be continually refined to help all students meet state academic standards. (20 USC 6316)

(cf. 0510 – School Accountability Report Card)

(cf. 6190 - Evaluation of the Instructional Program)

(cf. 9000—Role of the Board)

The Board and Superintendent or designee also shall review the effectiveness of the actions and activities carried out by PI schools with respect to parental involvement, professional development, and other PI activities. (20 USC 6316)

(cf. 4131 – Staff Development)

(cf. 6020 – Parent Involvement)

As necessary based on the results of these evaluations, the Board may require the Superintendent or designee to review and revise any of the school's reform plans, including the school's Single Plan for Student Achievement, allocate additional resources toward the implementation of the plan, and/or require more frequent monitoring of the school's progress in order to raise student achievement.

**Legal Reference:**

EDUCATION CODE

35256 School accountability report card

53200-53203 Persistently lowest achieving schools

53300-53303 Parent Empowerment Act

60642.5 California Standards Tests

60850-60856 High School Exit Examination

64000 Categorical programs included in consolidated application

64001 Single school plan for student achievement, consolidated application programs

CODE OF REGULATIONS, TITLE 5

4800-4808 Parent Empowerment petitions

11992-11994 Persistently dangerous schools, definition

13075-13075.9 Supplemental educational services providers, record of effectiveness

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

6301 Title I program purpose

6311 Adequate yearly progress

6312 Local educational agency plan

6313 Eligibility of schools and school attendance areas; funding allocation

Legal Reference: (Continued)

6316 School improvement

7912 Persistently dangerous schools

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

200.13-200.20 Adequate yearly progress

200.30-200.35 Identification of program improvement schools

200.36-200.38 Notification requirements

200.39-200.43 Requirements for program improvement, corrective action and restructuring

200.44 School choice option

200.45-200.47 Supplemental services

200.48 Funding for transportation and supplemental services

200.49-200.51 State responsibilities

200.52-200.53 District improvement

Management Resources:

CSBA ADVISORIES

California's Implementation of the No Child Left Behind Act, July 2003

No Child Left Behind: Update on Federal Regulations and State Board of Education Actions, January 2003

CDE PUBLICATIONS

2008 Adequate Yearly Progress Report Information Guide, August 2008

California's Accountability Workbook

FEDERAL REGISTER

Final Rule and Supplementary Information, October 29, 2008. Vol. 73, No. 210, pages 64436-64513

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Public School Choice, February 6, 2004 January 14, 2009

Supplemental Educational Services, August 22, 2003 January 14, 2009

WEB SITES

California Department of Education, Program Improvement:

<http://www.cde.ca.gov/ta/ac/ti/programimprov.asp>

CSBA: <http://www.csba.org>

U.S. Department of Education, No Child Left Behind: <http://www.nclb.gov>

Policy

Adopted: December 13, 2005

**ELK GROVE UNIFIED SCHOOL DISTRICT**

**Elk Grove, California**

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

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

Meeting Date November 18, 2014**Board Agenda Item****Subject:**Department: Education Services**Revisions to Board Policy 0520.3 – Title I Program Improvement Districts****Action Requested:**

The Board of Education is requested to receive and provide input to the first reading of the proposed board policy revision to 0520.2, 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 0000 Instruction series:

BP 0520.3 – Title I Program Improvement Districts

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

**Financial Summary:**

No financial impact.

Prepared By: Christina DeWaalDepartment Approval: Mark Cerutti

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

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

Mark Cerutti*Mc.  
m.c.*

## Philosophy, Goals, Objectives and Comprehensive Plans

### TITLE I PROGRAM IMPROVEMENT DISTRICTS

The Board of Education shall annually review and analyze district wide performance in making adequate yearly progress toward student ~~academic~~ achievement standards, in accordance with criteria established by the State Board of Education. The Board of Education's review shall include an evaluation of whether district improvement efforts are aligned and adequately focused on increasing achievement levels for all students. As necessary, the Board of Education and the Superintendent or designee shall take steps to improve district operations and programs to enable students to achieve proficiency.

(cf. 0500 - Accountability)

(cf. 6011 - Academic Standards)

(cf. 6162.51 - Standardized Testing and Reporting Program)

#### ~~Prevention of Local Educational Agency Intervention Program~~ Early Warning Program

~~Whenever notified~~ In the event that the district is provided notice by the CDE that the district it is at-risk in danger of being identified for program improvement within two years under the federal No Child Left Behind Act, the Board of Education shall determine whether the district will to participate in the state's voluntary prevention program Early Warning Program. If the Board elects to have the district participate in the program, the district shall conduct a voluntary self-assessment using research-based criteria provided by the CDE and may revise its Title I local educational agency (LEA) plan based on the results of that assessment. The Board of Education shall hold a public hearing at a regularly scheduled meeting if it elects not to participate in the prevention program, in order to discuss the reasons and rationale for not participating and to explain the manner in which it intends to address the needs of the district. (Education Code 52055.57)

(cf. 6171 – Title I Programs)

#### ~~Program Improvement~~ Year 1-2 PI: Revision and Implementation of LEA Plan

~~If~~ In the event that the district is identified for program improvement by CDE, the Superintendent or designee shall, in accordance with law and administrative regulation, notify parents/guardians, administer a district self-assessment process, and develop and implement a new or revised revise the LEA plan in accordance with law and administrative regulation. (20 USC 6316; Education Code 52055.57)

The revised LEA plan or plan addendum shall be approved by the Board of Education and submitted to the CDE. The Superintendent or designee shall regularly report to the Board regarding the implementation of the plan during Years 1 and 2 of the program.



## **TITLE I PROGRAM IMPROVEMENT DISTRICTS (cont'd)**

The Superintendent or designee shall utilize ~~local and state resources available~~ state and local resources to identify specific problems contributing to low student achievement and provide technical assistance and support to resolve those problems. He/she also shall work closely with individual school sites ~~identified for program improvement~~ to raise student achievement in accordance with school plans.

(cf. 0520 – Intervention for Underperforming Schools)

(cf. 0520.1 – High Priority Schools Grant Program)

(cf. 0520.2 - Title I Program Improvement Schools)

The Superintendent shall regularly report to the Board of Education regarding the ~~implementation of the LEA plan.~~

### **Year 3 PI: Corrective Action**

If the district does not make AYP after two years of receiving program funding, the Board shall cooperate with the Superintendent of Public Instruction (SPI) and the SBE in the identification and implementation of appropriate corrective actions.

The Board shall enter into a contract with a district assistance and intervention team (DAIT) whenever the SPI and SBE determine this to be the most appropriate corrective action. Upon receiving a report of recommendations from the DAIT: (Education Code 52055.57, 52059)

1. The Board may, not later than 30 days after completion of the report, appeal to the SPI to be exempted from implementing one or more of the report's recommendations.

2. Not later than 60 days after completion of the report, the Board shall, at a regularly scheduled meeting, adopt the report recommendations, as modified by any exemptions granted by the SPI.

The Superintendent or designee shall establish a district leadership team to collaborate with the DAIT in the development and implementation of an action plan to address high-priority needs. This team may include site and district administrators, teacher leaders, special education teachers, English learner experts, fiscal officers, and other key personnel, as appropriate.

The Board and the Superintendent or designee shall monitor the district's progress in implementing the DAIT's recommendations and shall continually use student performance data to determine whether additional district or school site changes are necessary to improve student achievement.

### **High Number/High Percentage of Program Improvement Schools**

~~If the district is not identified for program improvement or the prevention program described~~

above, but has 10 or more schools or 55 percent of its schools identified for program improvement, it shall use any funding provided by the state to support such schools and to determine barriers to improved student academic achievement in those schools. (Education Code 52055.57)

**Legal Reference:**

EDUCATION CODE

52055.57-52055.59 Districts identified or at risk of identification for program improvement

52059 Statewide system of school support

UNITED STATES CODE, TITLE 20

6301 Title I program purpose

6311 Adequate yearly progress

6312 Local educational agency plan

6316 School and district improvement

6321 Fiscal responsibilities

CODE OF FEDERAL REGULATIONS, TITLE 34

200.13-200.20 Adequate yearly progress

200.30-200.35 Identification of program improvement schools

200.36-200.38 Notification requirements

200.52-200.53 District improvement

**Management Resources:**

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Blueprint for District Assistance and Intervention, 2008

2007 Adequate Yearly Progress Report Information Guide, August 2007

A Training Guide for Local Educational Agencies and Schools: Program Improvement, September 2006

U.S. DEPARTMENT OF EDUCATION GUIDANCE

LEA and School Improvement Non-Regulatory Guidance, rev. July 21, 2006

**WEB SITES:**

CSBA: <http://www.csba.org>

California Department of Education, Program Improvement:

<http://www.cde.ca.gov/ta/ac/ti/programimprov.asp>

U.S. Department of Education, No Child Left Behind: <http://www.nclb.gov>

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

Policy Adopted: December 13, 2005

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No. 14

**Board Agenda Item**

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

Meeting Date: November 18, 2014

**Subject:**

**Department:** Finance & School Support

Board Policy 3100, Budget Development and Control Revision

**Action Requested:**

The Board of Education is asked to discuss and approve a request to have the Finance Committee review Board Policy 3100, Budget Development and Control.

**Discussion:**

At a recent Board of Education meeting Mr. Forcina requested that the Board ask the Finance Committee to review the proposed changes to Board Policy 3100, Budget Development and Control.

**Financial Summary:**

No cost to the district.

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

Division Approval: Rich Fagan 

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

Superintendent Approval: Mark Cerutti, Interim Superintendent 

# ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 15

## Board Agenda Item

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

Meeting Date: November 18, 2014

**Subject:**

Approval of Contract with California State University, Sacramento

**Division:** Secondary Education

**Action Requested:**

**The Board of Education is asked to review and approve a contract for services between the California State University, Sacramento (CSUS), 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 CSUS to employ two (2) Faculty Champions to collaborate with Sector Coaches and academy/pathway coordinators on the alignment of curriculum and courses in order to facilitate secondary student transitions to higher education through designated pathways. The Faculty Champions will work with Sector Coaches serving academy and pathway programs in EGUSD and its CCPT partner, Sacramento City Unified School District.

The Faculty Champions will participate in regional sector-based educational workgroups and the development of articulation agreements or other pathway pipelines with EGUSD and SCUSD through the Accelerated College Entrance (ACE) program. The Faculty Champions will represent the industry sectors of Health Science and Medical Technology and Information and Communication Technology.

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 has a long history of collaborating with CSUS on initiatives to increase opportunities for students to matriculate to post-secondary studies and prepare for their careers. Most recently, the two institutions, along with Cosumnes River College, agreed to establish "Sacramento Regional Pathways to Success: An Elk Grove Partnership for College to Career." This partnership will result in better preparation for and higher retention in college that will allow students to enter the workforce in high-demand, high-wage careers.

**Financial Summary:**

EGUSD will allocate \$16,000 to CSUS to compensate two part-time Faculty Champions and three professors who will co-coordinate the project.

**Prepared By:** Kathy Hamilton

**Division Approval:** Christina Penna

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

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

**COPY**

**Contract for Proposed Scope of Work  
For the Capital Academies and Pathways (CAP) Program  
Between the Elk Grove Unified School District and University Enterprises, Inc.**

THIS CONTRACT FOR SERVICES ("**Contract**") 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 University Enterprises, Inc., ("**UEI**") on behalf of California State University, Sacramento ("**CSUS**").

**RECITALS**

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

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

WHEREAS, the objectives of 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; and

WHEREAS, CAP intends to employ staff and collaborate with the following regional partners to implement its CCPT project: Sacramento City Unified School District (SCUSD), Sacramento Employment and Training Agency, Los Rios Community College EGUSD, 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 CSUS 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 UEI to provide services stipulated in the CCPT proposal and the governing board of UEI desires to contract with EGUSD to provide services stipulated in the CCPT proposal pursuant to the terms of this Agreement.

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

## **1. Services.**

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

1.1.1. Serve as the Fiscal Agent for the CCPT.

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

1.1.3. 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.

1.1.4. Allocate funds to UEI to provide the services defined in Section 1.2, below.

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

1.2.1. Employ for one year (January 1, 2015 – December 31, 2015) two (2) part-time Faculty Champions to collaborate with CAP Sector Coaches and academy/pathway coordinators on the alignment of curriculum and courses in order to facilitate secondary student transitions to higher education through designated pathways.

1.2.1.1. Faculty Champions may participate in regional sector-based educational workgroups or develop articulation agreements or other pathway pipelines with EGUSD and SCUSD through the Accelerated College Entrance (ACE) program.

1.2.1.2. The Faculty Champions will represent the industry sectors of Health Science and Medical Technology and Information and Communication Technology.

1.3. In connection with the CCPT services, EGUSD and UEI 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.

## **2. Term.**

The term of this Agreement ("**Term**") shall commence on the Effective Date, and terminate on December 31, 2015, unless earlier terminated pursuant to Section 7 hereof.

## **3. Payment Schedule/Process.**

3.1. For the Faculty Champions, EGUSD will authorize payment of 50% of its allocation to UEI upon receipt from UEI of a proposed budget and execution of this agreement.

3.2. For the Faculty Champions, EGUSD will authorize payment of 35% of its allocation to UEI by June 30, 2015, upon receipt of a completed mid-term report that includes:

3.2.1. A summary of progress achieved by the Faculty Champions toward aligning curriculum and courses in order to facilitate secondary student transitions to higher education through designated pathways; and

3.2.2. A budget narrative of expenditures between October 15, 2014 and June 30, 2015.

3.3. For the Faculty Champions, EGUSD will authorize payment of the remaining 15% of its allocation to UEI by September 30, 2015 upon receipt of:

3.3.1. A summary of progress achieved toward aligning curriculum and courses in order to facilitate secondary student transitions to higher education through designated pathway; and

3.3.2. A budget narrative of expenditures between October 15, 2014 and September 30, 2015.

3.4. Projected Allocation: EGUSD will allocate \$16,000 to EUI to employ two (2) Faculty Champions.

#### **4. Indemnification.**

To the fullest extent allowed by law, EGUSD shall defend, indemnify and hold harmless UEI and its directors, officers, agents, employees and guests, against any claim or demand arising from any actual or alleged act, error, or omission by EGUSD or its elected and appointed officials, directors, officers, agents, employees, volunteers or guests. To the fullest extent allowed by law, UEI shall defend, indemnify and hold harmless EGUSD and its elected and appointed officials, directors, officers, agents, employees, volunteers, and guests, against any claim or demand arising from any actual or alleged act, error, or omission by UEI or its directors, officers, agents, employees or guests.

#### **5. Insurance.**

The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this agreement: commercial general liability, premises liability, automobile liability (owned, not-owned, and hired) professional liability/errors and omissions, employer's liability, product liability, completed operations, and/or educator's legal liability coverage. To the full extent of the Parties' respective indemnity obligations, but only up to the agreed limit of liability set forth below the Parties' insurance or liability coverage agreements shall also be endorsed to extend "additional insures" or "additional covered party" status to all proposed indemnities.

#### **6. Limits of Insurance/Coverage.**

EGUSD and UEI agree to purchase and/or maintain through the duration of this agreement, and for a period of no less than one (1) year(s) thereafter, insurance or liability coverage (such liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations set forth above. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000 per claim/occurrence, and \$2,000,000 in the aggregate. Each party also represents that for the period of this agreement they will also purchase and maintain any insurance or liability coverage as required by law or regulation, including workers' compensation

coverage. With respect to such required coverage, each Party shall provide evidence of such coverage by way of a Certificate of Insurance or Certificate of Coverage. In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

**7. 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.

**University Enterprises, Inc.**

**Elk Grove Unified School District**

\_\_\_\_\_  
Monica F. Kauppinen  
Director of Sponsored Programs Administration

\_\_\_\_\_  
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 18, 2014

### Subject:

Approval of NextEd Contract for Career Pathway Trust (CPT) grant

Division: Secondary Education

### Action Requested:

**The Board of Education is asked to review and approve the contract for services between NextEd and the Elk Grove Unified School District.**

### Discussion:

As part of its implementation of the California Career Pathway Trust, EGUSD will contract with NextEd to develop a committee of CEO Champions and convene industry roundtables in representing sectors of advanced manufacturing and engineering, agriculture and food production, energy and construction, health science and medical technology and information and communication technology/digital media.

NextEd, is a not-for-profit organization affiliated with the Sacramento Metro Chamber of Commerce that works to develop partnerships among business, labor, education, community, and government in order to advance regional economic objectives and enhance the academic performance and career readiness of students within the Capital Region. NextEd was founded 20 years ago as a coalition of regional business, education, community and government leaders working together to develop and support partnerships to strengthen the Sacramento regional economy through strategic alignment of educational resources to meet regional workforce needs and economic objectives.

The CEO Champions will advocate on behalf of regional career academies and pathways and the Linked Learning approach, inform the development of regional employer engagement for career academy/pathway programs, and monitor a dashboard of indicators to ensure that programs meet stated goals. NextEd will invite EGUSD's Superintendent Chris Hoffman to serve as a member of the CEO Champions.

The sector roundtables will be comprised of industry partners, Workforce Investment Board (WIB) staff, community college career technical education (CTE) deans and deputy sector navigators, and sector representatives from EGUSD's CPT team. The purpose of the sector roundtables will be to identify workforce trends, provide feedback about CTE curriculum, act as advisory councils, broker internships and work-based learning experiences and identify work-ready certification criteria for pathway and academy programs from EGUSD and CPT partner Sacramento City Unified School District.

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.

**Financial Summary:**

As stipulated within EGUSD's CCPT application, EGUSD will allocate \$480,000 in the following annual amounts to NextEd to develop a committee of CEO Champions:

School Year	Dollar Amount
2014/2015	\$120,000.00
2015/2016	\$120,000.00
2016/2017	\$120,000.00
2017/2018	\$120,000.00

Prepared By: Kathy Hamilton

Division Approval:  Christina Penna

Prepared By: \_\_\_\_\_ Superintendent Approval:  Mark Cerruti, Interim Superintendent

**COPY**

## **AGREEMENT FOR SERVICES**

THIS AGREEMENT FOR SERVICES ("**Agreement**") is made and entered into effective as signed by both parties ("**Effective Date**"), by and between the ELK GROVE UNIFIED SCHOOL DISTRICT ("**EGUSD**") and the NextEd ("**NEXTED**").

### **RECITALS**

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

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

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

- Build an 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, Sacramento Employment Training Agency, Los Rios Community College EGUSD, 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, NEXTED is a non-profit organization that develops partnerships among business, labor, education, community and government; and

WHEREAS, the employer engagement services identified in the CCPT proposal are to be provided in part by NEXTED and to serve students enrolled in academies and pathways in EGUSD and SCUSD; and

WHEREAS, the governing board of EGUSD desires that the EGUSD contract with NEXTED 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.

1.1. Annual continuation of this agreement through June 30, 2018, is contingent upon NEXTED providing the Services described in Section 2 and meeting the deliverables identified in Section 3.

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. Expect EGUSD and SCUSD pathway and academy coordinators and sector coaches to annually inventory current work-based learning placements and identify the need for new work-based learning placements.

2.1.2.1. Projections for new work-based learning placements and activities will be provided to NEXTED sector roundtables by December 15 of every calendar year to allow time for roundtable members to develop placements for the next school year.

2.1.3. Assign the CAP Work-based Learning Coordinator to represent the project at regional industry roundtable meetings coordinated by NEXTED.

2.1.3.1. As necessary and appropriate, direct the CAP Program Specialist and Career Specialists also to attend industry roundtable meetings.

2.1.4. Establish norms of communication between CAP and NEXTED.

2.1.5. Identify a Superintendent or designee (from EGUSD or SCUSD) to represent CAP on the regional CEO Champions committee

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

2.2.1. Develop a committee of CEO Champions to advocate on behalf of regional career academies and pathways and the Linked Learning approach, inform the development of regional employer engagement for career academy/pathway programs, and monitor a dashboard of indicators to ensure that programs meet stated goals.

2.2.1.1. Invite a Superintendent or designee (from EGUSD or SCUSD) to represent CAP on the regional CEO Champions committee

2.2.1.2. Include a minimum of two representatives from each industry sector identified by CAP in its CCPT proposal

- 2.2.1.2. The CEO Champions will convene a minimum of two (2) times a year. An annual calendar of meetings will be released on or by July 31 of each fiscal year.
- 2.2.2. Convene sector roundtables consisting of industry partners, Workforce Investment Board (WIB) staff, community college CTE deans and deputy sector navigators, and sector coaches.
  - 2.2.2.1. Sector roundtables will identify workforce trends, provide feedback about CTE curriculum, act as advisory councils, broker internships and work-based learning experiences and identify work-ready certification criteria for EGUSD and SCUSD pathway and academy programs.
  - 2.2.2.2. Sector roundtables will meet quarterly. An annual calendar of meetings will be released on or by July 1 of each fiscal year.
  - 2.2.2.3. Sector roundtables will evaluate requests for work-based learning placements and activities submitted by CAP in December. By March 31 of every year, NEXTED will provide an initial projection of the capacity of industry partners to meet the request for services. By the end of each school year, NEXTED will inform CAP about the work-based learning placements and activities, including, student summer internships and teacher summer externships, that will be provided during the coming school year.
    - 2.2.2.3.1. Every effort will be made to provide a breadth of work-based learning experiences along a continuum that includes, but is not limited to: internships (paid and unpaid), apprenticeships, clinicals, student-run real-world enterprises with partner involvement, integrated projects with professional guidance, industry site job shadows and tours, mentoring by professionals, mock interviews and guest speakers.
    - 2.2.2.3.2. Work-based learning placements and activities also include paid or unpaid teacher externships.
    - 2.2.2.3.3. The highest priority for work-based learning activities will be placement of academy/pathway students into real-world out-of-the classroom experience with industry participation.
  - 2.2.2.4. Develop a regional dashboard that will include metrics from academy/pathway programs describing student and program performance
- 2.2.3. Release student outcome data to meet CCPT data reporting requirements related to work-based learning, including:

- 2.2.3.1. Number of students participating in job shadowing opportunities aligned with the career pathway program in which they are participating.
- 2.2.3.2. Number of students participating in mentoring opportunities aligned with the career pathway program in which they are participating.
- 2.2.3.3. Number of students participating in internships aligned with the career pathway program in which they are participating.
- 2.2.3.4. Number of students participating in work experience opportunities aligned with the career pathway program in which they are participating.
- 2.2.3.5. Number of students participating in a preapprenticeship program (Registered Youth Apprenticeship) aligned with the career pathway program in which they are participating.
- 2.2.3.6. Number of students participating in an apprenticeship program aligned with the career pathway program in which they are participating.
- 2.2.3.7. Number of students in the career pathway program who received a nationally recognized industry certificate.
- 2.2.3.8. Number of students in the career pathways program who received a state approved CTE certificate.
- 2.2.4. Invite CAP representatives to give presentations at up to two (2) NEXTED board meetings each year.
- 2.2.5. Maintain open communication about progress toward achievement of deliverables.
- 2.3. In connection with the CCPT services, EGUSD and NEXTED 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.
- 2.4. All parties agree to review this agreement annually and adjust delivery metrics as needed via an addendum to the agreement.

### 3. Allocation of CCPT Funds.

- 3.1. EGUSD will authorize payment of 50% of its annual allocation to NEXTED at beginning of each school year upon receipt from NEXTED of a:
  - 3.1.1. A calendar of annual industry roundtable and CEO Champions meetings for the coming school year; and

- 3.1.2. After Project Year 1, an end-of-year report describing student and program work-based learning accomplishments; and
- 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 NEXTED by January 31 of each year upon receipt of a completed mid-term report that includes a:
  - 3.2.1. Summary of progress achieved toward meeting the deliverables identified in Section 2.2; 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 NEXTED by March 31 of each year upon receipt of a:
  - 3.3.1. A projection of the capacity of industry partners to meet CAP's request for work-based learning placements and activities in the subsequent school year; and
  - 3.3.2. A budget narrative of expenditures between July 1 and February 28.

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

- 4.1. NEXTED shall at all times remain solely responsible for providing the services to be provided pursuant to this Agreement. NEXTED shall not subcontract, assign or otherwise transfer any portion of the services of this Agreement or any interest therein to a non-NEXTED employee, without the prior written approval of EGUSD's Designee in the EGUSD Designee's reasonable 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 NEXTED prior written approval of the use of subcontractors, assignees, or transferees (collectively, "Subcontractors"), NEXTED acknowledges that all Subcontractors shall comply with **Section 5** of this Agreement. Any failure of NEXTED's Subcontractors to comply with the terms of **Section 5** of this Agreement shall subject NEXTED 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 NEXTED's own resources and billings. NEXTED shall pay all wages, salaries, benefits and other amounts due NEXTED's Subcontractors, and shall be responsible for all reports and obligations respecting NEXTED's Subcontractors.
- 4.3. NEXTED 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. NEXTED represents

and maintains that NEXTED is skilled in the professional calling necessary to perform the services. NEXTED represents that all employees and Subcontractors shall have sufficient skill and experience to perform the services assigned to them. NEXTED represents that NEXTED, NEXTED'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. NEXTED 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 NEXTED's failure to comply with the standard of care provided for herein.

## 5. Criminal Background Check.

5.1. NEXTED and all of NEXTED'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, NEXTED 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 NEXTED 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. Is this necessary since NextEd will not have direct engagement with students? It is NEXTED'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 NEXTED's employees and Subcontractors in full and complete compliance with Education Code Section 45125.1.

## 6. Ownership of Materials

6.1. NEXTED 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. NEXTED shall, at NEXTED'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 NEXTED and NEXTED's Subcontractors, officers, employees, agents, or representatives.
- 7.2. NEXTED'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 NEXTED of the indemnity provisions set forth in this Agreement. NEXTED, 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 NEXTED'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 NEXTED or for which NEXTED 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 NEXTED'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 NEXTED's insurance and shall not be called upon to contribute with it for claims arising out of the provision of the Services.
- 7.5. NEXTED 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 NEXTED 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 NEXTED. All such policies maintained by NEXTED 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 NEXTED 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 NEXTED'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 NEXTED is self-insured, NEXTED shall provide EGUSD a letter or certificate of self-insurance as evidence of self-insurance. NEXTED shall not commence providing the Services under this Agreement until it has provided evidence satisfactory to EGUSD that NEXTED has secured all insurance required under this section. NEXTED 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. NEXTED 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 negligent acts, omissions or willful misconduct of NEXTED, NEXTED'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. NEXTED shall defend, at NEXTED'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. NEXTED 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. NEXTED 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, NEXTED 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 NEXTED. NEXTED'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 NEXTED, 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 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 NEXTED, its governing board members, employees, attorneys and agents. EGUSD shall pay and satisfy any judgment, award or decree that may be rendered against NEXTED or its governing board members, employees, attorneys and agents, in any such suit, action or other legal proceeding. EGUSD shall reimburse NEXTED 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 NEXTED 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 NEXTED, 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:

NEXTED:

NextEd

Attn: David Butler, Dina McHugh, Stella Premo  
One Capitol Mall, Suite 300  
Sacramento, CA 95814

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. NEXTED warrants that NEXTED has not employed or retained any company or person, other than a bona fide employee or Subcontractor working solely for NEXTED, to solicit or secure this Agreement. Further, NEXTED warrants that NEXTED has not paid nor has it agreed to pay any company or person, other than a bona fide employee or Subcontractor working solely for NEXTED, 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. NEXTED 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. NEXTED 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 NEXTED's governing board of directors, or Trustees, or Partners, as applicable, and to timely update said information as changes in such governance occur. NEXTED 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; above and beyond services rendered to Sacramento County Office of Education and Placer County Office of Education, as it pertains to the CCPT (California Career Pathway Trust) grant by the California Department of Education.
13. Termination. Except as provided in this Agreement, this Agreement may be terminated by either party, for material breach with opportunity to correct, during the Term of this Agreement by giving thirty (30) days' written notice to the other party.
14. Non-Discrimination. NEXTED represents and warrants that NEXTED and NEXTED'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. NEXTED 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. NEXTED shall be liable for all violations of such laws and regulations in connection with providing the Services. If NEXTED performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to EGUSD, NEXTED shall be solely responsible for all costs arising there from. NEXTED 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. NEXTED 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; except as permitted in Section 4.
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.

NextEd

Elk Grove Unified School District

KTH

\_\_\_\_\_  
David Butler  
Chief Executive Officer

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

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





# CERTIFICATE OF LIABILITY INSURANCE

NEXTE-1

OP ID: E4

DATE (MM/DD/YYYY)

10/23/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> InterWest Insurance Services License #0801094 P.O. Box 255188 Sacramento, CA 95865-5188 Specialized Business Unit	<b>Phone:</b> 916-488-3100 <b>Fax:</b> 916-979-7992	<b>CONTACT NAME:</b> Emily Clark <b>PHONE (A/C, No, Ext):</b> 916-609-8306 <b>FAX (A/C, No):</b> 916-979-7506 <b>E-MAIL ADDRESS:</b> eclark@iwins.com
<b>INSURED</b> NextEd One Capitol Mall, Suite 300 Sacramento, CA 95814		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> North American Elite Ins Co <b>INSURER B:</b> Nonprofits' Insurance Alliance <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	201411360NPO	08/06/2014	08/06/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Sexual Ab \$ 250,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		201411360NPO	08/06/2014	08/06/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Crime		CWB00046101011360	08/06/2014	08/06/2015	Emp Theft 100,000
B	D&O		201411360DONPO	08/06/2014	08/06/2015	Each Acc 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured status applies to requested entities where required by written contract per endorsement attached.

**CERTIFICATE HOLDER****CANCELLATION**

Elk Grove Unified School  
District  
9510 Elk Grove-Florin Road  
Elk Grove, CA 95624

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>NextEd</b>	
	Business name/disregarded entity name, if different from above <b>Formerly known as LEED - Sacramento</b>	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.) <b>One Capitol Mall, Ste. 300</b> City, state, and ZIP code <b>Sacramento, CA 95814</b> List account number(s) here (optional)	
Requester's name and address (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.  <b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<b>Social security number</b> [ ][ ] - [ ][ ] - [ ][ ][ ][ ][ ][ ]  <b>Employer identification number</b> [ ][ ][ ] - [ ][ ][ ][ ][ ][ ][ ][ ][ ] <b>6 8 - 0 2 8 7 3 8 7</b>
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<b>Part II Certification</b> Under penalties of perjury, I certify that: <ol style="list-style-type: none"><li>The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and</li><li>I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and</li><li>I am a U.S. citizen or other U.S. person (defined below), and</li><li>The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</li></ol> <b>Certification Instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the Instructions on page 3.	<b>Sign Here</b> Signature of U.S. person <i>Dana Mettup</i> Date ▶ <i>10/1/2014</i>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [IRS.gov](http://IRS.gov) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1448 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1448 require a partnership to presume that a partner is a foreign person and pay the section 1448 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1448 withholding on your share of partnership income.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

## ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 17**Board Agenda Item**

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

Meeting Date 11-18-14**Subject:**Establishment of Annual Organizational Meeting  
of the Board of EducationDivision: Administration**Action Requested:**

Establish the annual organizational meeting of the Board of Education for 6:00 p.m., Tuesday, December 9, 2014, in the Board Room of the District Office.

**Discussion:**

Under the provisions of Education Code Section 35143, the governing board is required to set an annual organizational meeting between December 5 and December 19, 2014. The day and time of the annual meeting are to be selected by the board at its regular meeting held immediately prior to the first day of this 15-day period. We must notify the County Superintendent of Schools of the date and time of the meeting no later than 5:00 p.m. November 20, 2014.

**Financial Summary:**Prepared By: Arlene Hein

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

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

Superintendent Approval: Mark Cerutti *M.C.*

Board Agenda Item
-------------------

**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 adopt 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 *JME*Division Approval: Mark Cerutti *M.C.*Superintendent Approval: Mark Cerutti, Interim *M.C.*

**Board Agenda Item**

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

Meeting Date November 18, 2014**Subject:**Department: Education Services**Revision to Board Policy 6174 – Education for English Language Learners****Action Requested:**

The Board of Education is requested to approve the proposed board policy revision of 6174 – Education for English Language Learners, as aligned with the California School Board Association (CSBA).

**Discussion:**

The existing policy and administrative regulation require that our current policy in this area 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 align 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**

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 20

**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 meeting held November 4, 2014, and the special board meetings held August 12 (1 meeting) and October 15, 2014.

Discussion:

Financial Summary:

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

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

*M.C.*

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

**Board Agenda Item**

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

Meeting Date November 18, 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) [4]
2. Leave(s) of Absence
3. Rehire(s)
4. Returning from Leave(s) of Absence

**CLASSIFIED:**

## APPROVE:

1. New Hire(s) [15]
2. Leaves(s) of Absence
3. Promotion(s)
4. Resignation(s)
5. Retirement(s)
6. Returning from Reemployment list(s)

**Financial Summary:**Prepared by: Bindy Grewal, Ed.D. Departmental Approval: Brandon Krueger, Ed.D. Prepared by: Evelyn LaluanSuperintendent Approval: Mark Cerutti, Interim 

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

**Board Agenda Item**

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

Meeting Date November 18, 2014**Subject:****APPROVAL OF PURCHASE ORDER HISTORY.**Department: Finance & School Support**Action Requested:**

The Board of Education is asked to approve purchase orders for the weeks of October 11, 2014 through October 24, 2014.

**Discussion:**

The Purchase Order History and Cost Modifications for the month October 11, 2014 through October 24, 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	331	\$ 3,095,223.99
09 Elk Grove Charter School Fund	4	\$ 10,628.26
11 Adult Education Fund	15	\$ 19,579.38
12 Child Development Fund	7	\$ 4,059.33
13 Food and Nutrition Services Fund	2	\$ 3,693.92
35 State School Facilities Fund	2	\$ 54,146.90
49 Facilities Special Project Fund	1	\$ 9,820.00
67 Self Insurance Fund	1	\$ 646.92
<b>Total Encumbrances</b>		<b>\$ 3,197,798.70</b>

**Modifications:**

<u>Fund</u>	<u>Purchase Orders Modified</u>	<u>Purchase Order Modification Costs</u>
01 General Fund	24	\$ 183,951.82
11 Adult Education Fund	1	\$ 5,000.00
13 Food and Nutrition Services Fund	5	\$ 214,184.00
35 State School Facilities Fund	1	\$ 10,000.00
<b>Total Modifications</b>		<b>\$ 413,135.82</b>
<b>Financial Summary Grand Total</b>		<b>\$ 3,610,934.52</b>

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

# ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item  
No:

23

## Board Agenda Item

Supplement No.

Meeting Date:

November 18, 2014

**Subject:**

Warrant Register No. 4

All funds: October 1, 2014 thru October 31, 2014

**Department:**

Fiscal Services

**Action Requested:**

*Approve Warrant Register No. 4 – Warrant Numbers 969250-970861, 306687-307998*

**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. 4 – Warrant Numbers 969250-970861, 306687-307998.

See attached report for Warrant Registers No. 4 expenditures.

**Financial Summary:**

Total expenditures for all funds from October 1, 2014 thru October 31, 2014 are \$48,759,560.87.

Prepared By:

Shelley Clark

*Shelley Clark*

Division Approval:

Rich Fagan

*Rich Fagan*

Prepared By:

Carrie Hargis

*Carrie Hargis*

Interim Superintendent  
Approval:

Mark Cerutti

*M.C.*





























# ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No:

24

## Board Agenda Item

Supplement No.

Meeting Date:

November 18, 2014

**Subject:**

Investment Policy

**Department:**

Fiscal Services

**Action Requested:**

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

**Discussion:**

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

As of September 30, 2014, EGUSD has \$120,141,733 from all District Funds, in addition to Mello-Roos Investment proceeds of \$22,072,616 in the County Treasurer's pool. The District's portion is 5.92% of the total pooled assets of \$2,401,839,686.

**Financial Summary:**

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

Prepared By:

Shelley Clark

*Shelley Clark*

Division Approval:

Rich Fagan

*[Signature]*

Prepared By:

Carrie Hargis

*Carrie Hargis*

Interim Superintendent  
Approval:

Mark Cerutti

*M.C.*

**ELK GROVE UNIFIED SCHOOL DISTRICT**

Fiscal Services Department

November 3, 2014

**Cash per Fund for Quarterly Investment Report  
2014-2015**

<b>Fund</b>	<b>Fund Name</b>	<b>9/30/2014</b>
01	General Fund	\$ 35,944,300
09	Elk Grove Charter School	\$ 3,046,377
11	Adult Education Fund	\$ 1,226,453
12	Child Development Fund	\$ (317,727)
13	Food & Nutrition Services Fund	\$ 1,754,551
14	Deferred Maintenance Fund	\$ 916,713
17	Special Reserve - Non Capital	\$ -
25	Developer Fees Capital Facilities Fund	\$ 16,678,701
35	State School Construction Fund	\$ 38,694,692
40	Special Reserve Fund	\$ 960,136
47	Mello Roos Bond Sale Proceeds (#6)	\$ 31,625
49	Special Projects Fund	\$ 9,725,297
52	Debt Service Fund	\$ 93,717
67	Self Insurance Fund	\$ 11,386,896
<b>Total</b>		<b>\$ 120,141,733</b>

**Cash with County Treasurer (Mello-Roos Investments)**

Series 87	\$ 1,220,115
Series 91	\$ -
Series 94	\$ -
Series 95	\$ 3,122,549
Series 98/2012 Refunding	\$ 9,614,471
Series 01	\$ -
Series 03	\$ 1,411,481
Series 05	\$ 2,177,358
Series 08	\$ 4,526,642
<b>Total</b>	<b>\$ 22,072,616</b>

<b>Total Cash All</b>	<b>\$ 142,214,349</b>
-----------------------	-----------------------

Total County Pool	\$ 2,401,839,686
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<b>EGUSD % of Total Pool</b>	<b>5.92%</b>
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**Board Agenda Item**

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

Meeting Date: November 18, 2014**Subject:****DISPOSAL OF OBSOLETE/SURPLUS PROPERTY.**Department: Finance & School Support**Action Requested:**

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

**Discussion:**


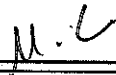
Police Services would like to surplus the following vehicles; they are in varying degrees of disrepair due to high mileage and/or reoccurring maintenance issues.

Vehicle ID#: 2FAFP71W8XX190360  
Make: 1999 Ford Crown Victoria  
Serial #: Police Vehicle #129SP  
License: E052458  
Mileage: 204,723  
Value: \$1,179.00

Vehicle ID#: 1FAFP5524YG90197  
Make: 2000 Ford Taurus  
Serial #: Police Vehicle #175SP  
License: E052486  
Mileage: 164,280  
Value: \$1,406.00

**Financial Summary:**

Any income that is received will go into the General Fund.

Prepared By: Division Approval: Rich Fagan Prepared By: Ruth DewSuperintendent Approval: Mark Cerutti 

**Board Agenda Item****Subject:****DISPOSAL OF OBSOLETE/SURPLUS PROPERTY.**Department: Finance & School Support**Action Requested:**

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

**Discussion:**

Police Services would like to surplus the following vehicles; they are in varying degrees of disrepair due to high mileage and/or reoccurring maintenance issues.

Vehicle ID#: 2FAFP71W04X107449  
Make: 2004 Ford Crown Victoria  
Serial #: Police Vehicle #268sp  
License: 1176400  
Mileage: 120,366  
Value: \$2,781.00

Vehicle ID#: 2FAFP71W96X105170  
Make: 2006 Ford Crown Victoria  
Serial #: Police Vehicle #358SP  
License: E998302  
Mileage: 103,066  
Value: \$3,514.00

**Financial Summary:**

Any income that is received will go into the General Fund.

Prepared By: Division Approval: Rich Fagan Prepared By: Ruth DewSuperintendent Approval: Mark Cerutti

## ELK GROVE UNIFIED SCHOOL DISTRICT

26

Agenda Item No:

## Board Agenda Item

Supplement No.

Meeting Date: November 18, 2014

Subject: Acceptance of GiftsDepartment: Fiscal ServicesAction Requested:

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

Discussion:

<u>Item</u>	<u>Donor</u>	<u>School/Program</u>	<u>Value</u>	<u>Date Received</u>
Gift Donation (8 Desktop Computers)	Dr. David Burke, D.D.S.	Toby Johnson Middle School	\$4,000.00	9/18/14
Gift Donation (\$50.00 Reward Cards to 20 Teachers/15 Gift Bags)	Walmart	Raymond Case Elementary School	\$1,200.00	9/26/14
Cash Donation	Wells Fargo Bank Foundation	Elitha Donner Elementary School (Principal's Discretion)	\$500.00	10/16/14
Cash Donation	Elk Grove Optimist Club	EGUSD Attendance Campaign	\$100.00	10/20/14
Cash Donation	Parents of Franklin Elementary School students	Laguna Creek High School (Theater Department)	\$60.00	10/22/14
Cash Donation	Recycle America	Franklin High School (Principal's Discretion)	\$90.00	10/28/14
Gift Donation (Roland Digital Piano)	Tom & Nancy Fossey	T.R. Smedberg Middle School	\$700.00	10/28/14

Prepared By:

Carrie Hargis

*Carrie Hargis*

Division Approval:

Rich Fagan

*Rich Fagan*

Prepared By:

Interim Superintendent  
Approval:

Mark Cerutti

*M.C.*

# ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item  
No:

27

## Board Agenda Item

Supplement No.

Meeting Date:

November 18, 2014

**Subject:**

Ratification of Contracts

**Department:**

Fiscal Services

**Action Requested:**

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

**Discussion:**

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

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

**Financial Summary:**

Please see funding information provided on attached schedule.

Prepared By: Carrie Hargis

*Carrie Hargis*

Division Approval:

Rich Fagan

*[Signature]*

Prepared By:

Interim Superintendent  
Approval:

Mark Cerutti

*M. Cerutti*

**ELK GROVE UNIFIED SCHOOL DISTRICT**  
Fiscal Services

**November 18, 2014 Board of Education Meeting**  
**Agenda Item – Ratification of Contracts**  
Contracts under bid limit authorized through 10/29/14

	<b>Agreement With</b>	<b>Services Provided</b>	<b>Term of Agreement</b>	<b>Department</b>	<b>Funding Source</b>	<b>Amount</b>
1.	San Joaquin County Office of Education – Ed-Join	Splash advertisement on Ed-Join website	10/22/14 – 10/29/14	Human Resources	General Fund, Unrestricted	\$450
2.	Christine deGuzman (Independent Contractor Agreement)	Eight week Mindfulness course for John Ehrhardt Elementary School	10/21/14 – 1/13/15	Curriculum and Professional Learning	Title II Grant Funds	\$800
3.*	Junior Chef Central	Healthy cooking assemblies	10/23/14 – 6/26/15	Food and Nutrition Services	Food and Nutrition Services Fund	Not to exceed \$19,000
4.	DataWorks	Explicit direct instruction – EL Workshop for Prairie Elementary School	1/10/15	Learning Support Services	General Fund, Unrestricted	\$5,536.50
5.	National Student Clearinghouse	Nationwide central repository of information on student enrollment, degrees, diplomas, certificates, and other educational achievements	10/23/14 – 11/30/15	Research and Evaluation	General Fund, Unrestricted	\$3,825
6.	Get a Grip	Broadcast journalism curriculum development for Monterey Trail High School	July 2014 – August 2014	Secondary Education	General Fund, Unrestricted	\$1,000
7.	Scantron	Software agreement	12/13/14 – 12/12/15	Research and Evaluation	General Fund, Unrestricted	\$390
8.	California Human Development	Caring for Our Communities event – Valley High School HealthTECH Academy participation	10/26/14	Secondary Education	N/A	None
9.	Andrea Carli - Italian (Independent Contractor Agreement)	Instructional Services for Always Learning	10/24/14 – 6/30/15	Secondary Education	Adult Education Student Fees	Not to exceed \$1,500
10.	Sharon Ramsey – Sign Language (Independent Contractor Agreement)	Instructional Services for Always Learning	10/25/14 – 6/30/15	Secondary Education	Adult Education Student Fees	Not to exceed \$3,000
11.	Dean Williams – Drawing Classes (Independent Contractor Agreement)	Instructional Services for Always Learning	10/24/14 – 6/30/15	Secondary Education	Adult Education Student Fees	Not to exceed \$3,000
12.	Jason Roberts – Certification Testing for Welding (Independent Contractor Agreement)	Instructional Services for Always Learning	10/24/14 – 6/30/15	Secondary Education	Adult Education Student Fees	Not to exceed \$3,750

\*Memorandum of Understanding

(Page 1 of 2)



**ELK GROVE UNIFIED SCHOOL DISTRICT****Fiscal Services****November 18, 2014 Board of Education Meeting****Agenda Item – Ratification of Contracts**

Contracts under bid limit authorized through 10/29/14

13.	Judith Archambault -- Art (Independent Contractor Agreement)	Instructional Services for Always Learning	10/25/14 – 6/30/15	Secondary Education	Adult Education Student Fees	Not to exceed \$3,500
14.	Cherney Jackson – Instructional Services (Independent Contractor Agreement)	Instructional Services for Always Learning	10/25/14 – 6/30/15	Secondary Education	Adult Education Student Fees	Not to exceed \$650
15.	Gene Romagna -- Business Classes (Independent Contractor Agreement)	Instructional Services for Always Learning	10/24/14 – 6/30/15	Secondary Education	Adult Education Student Fees	Not to exceed \$3,000
16.	Nan Mahon -- Writing Classes (Independent Contractor Agreement)	Instructional Services for Always Learning	6/25/14 – 6/30/15	Secondary Education	Adult Education Student Fees	Not to exceed \$1,000
17.	Karen Burney -- Instructional Services (Independent Contractor Agreement)	Instructional Services for Always Learning	10/25/14 – 6/30/15	Secondary Education	Adult Education Student Fees	Not to exceed \$2,000
18.	Quintessential School Systems	Financial System Software Version L Early Adopter Program for Fiscal Year 2015	10/29/14 – 6/30/15	Technology Services	General Fund, Unrestricted	\$5,400

\*Memorandum of Understanding

Page 2 of 2

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 28

Board Agenda Item

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

Meeting Date: November 18, 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:

SEE ATTACHED SPREADSHEET

**Financial Summary:**

Costs are funded from Special Education.

Prepared By: 

Division Approval: Rich Fagan 

Prepared By: Ruth Dew

Superintendent Approval: Mark Cerutti 

<u>Provider Name</u>	<u>PO#</u>	<u>Estimated Amount</u>
CCHAT Center - Sacramento	#503401	\$4,280.00
CCHAT Center - Sacramento	#503403	\$2,500.00
Therapeutic Pathways/Kendall	#503467	\$180,000.00
Hear Say	#503513	\$15,000.00
Heidi's House Pediatric	#503514	\$47,000.00
Proplay Ped. Physical Therapy	#503515	\$352,800.00
Applied Behavior Consultants	#503516	\$18,500.00
Capitol Academy	#503517	\$978,351.20
Advance ED / Land Park Academy	#503518	\$27,928.00
Advance ED / Land Park Academy	#503519	\$42,700.00
Mingus Mountain Academy	#503520	\$45,500.00
CCHAT Center - Sacramento	#503615	\$151,487.40
Applied Behavior Consultants	#503617	\$446,287.59
CCHAT Center - Sacramento	#503618	\$151,487.40
Advance ED / Land Park Academy	#503620	\$280,000.00
Professional Tutors of America	#503754	\$21,600.00
360 Degree Customer, Inc	#503770	\$156,000.00
Central Valley Autism Project	#503773	\$13,600.00

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

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

Meeting Date: November 18, 2014**Board Agenda Item****Subject:****Department:** Human Resources

Approval of the Renewal of the Student Teaching Agreement between Elk Grove Unified School District and University of the Pacific.

**Action Requested:**

To approve the Renewal of the Student Teaching Agreement between Elk Grove Unified School District and the University of the Pacific.

**Discussion:**

The following University has submitted Renewal of the Student Teaching Agreement between Elk Grove Unified School District and the University of the Pacific:

Term of the contract:

November 20, 2014-November 19, 2019

**Financial Summary:**

Prepared By: Bindy Grewal, Ed.D.  Division Approval: Brandon Krueger, Ed.D. 

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

# UNIVERSITY OF THE PACIFIC

*Gladys L. Benerd School of Education  
Office of Field Experiences*

## MEMORANDUM OF AGREEMENT

### **Concerning the Student Teaching Program of the Benerd School of Education University of the Pacific**

This agreement, made and entered into by and between

Elk Grove Unified School District

hereinafter called the District, and University of the Pacific called the University, is for the purpose of providing cooperative arrangements for student teaching for students enrolled in the Benerd School of Education, University of the Pacific.

I. The District agrees:

- A. To provide laboratory resources and related educational services to student Enrolled in the student teaching programs of the Benerd School of Education, University of the Pacific.

II. The University agrees:

- A. To provide tuition remission to the cooperating teachers of the District in accordance with the policy outlined in the most current *Student Teacher Handbook* for teacher supervisor service.
- B. Not to assign more than one student to any cooperating teacher in any given class hour.
- C. To provide participating teachers with the university's *Student Teacher Handbook*, evaluation materials, and assistance in developing supervision skills.
- D. To be responsible for the final evaluation of the candidate's completion of student teaching.
- E. University agrees to indemnify, defend and hold harmless you, your employees, agents and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorneys' fees where liability is found to exist by reason of the acts or omissions of University, its employees, agents, trustees or representatives.
- F. District agrees to indemnify, defend and hold harmless you, your employees, agents and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorneys' fees where liability is found to exist by reason of the acts or omissions of District, its employees, agents, trustees or representatives.

2. It is mutually agreed that:

- A. The principals or special program administrators of the District and the Director of Field Experiences (or his/her designated representative) will be responsible for assigning students teachers, selecting cooperating teachers, and working out the student's program of experience in cooperation with principals and cooperating teachers.
- B. The cooperating teachers are required to have the following qualifications:
- i. Be fully credentialed by the Commission on Teacher Credentialing (CTC) for the subject(s) being taught.
  - ii. Have taught at least three years in the elementary/secondary schools.
  - iii. Have taught at least one year in the present assignment or near completion of the first year in the present assignment. (A school administrator may advise on selection of a cooperating teacher in cases where the prospective teacher has served less than a year at his/her present assignment. The final decision on exceptions will be made by the Director of Student Teaching.)
  - iv. Be tenured in the district. (A school administrator may advise on selection of a cooperating teacher in cases where the prospective teacher is not tenured in the district. The final decision on exceptions will be made by the Director of Student Teaching.)
  - v. Be recognized as a successful teacher.
- C. The student teacher will have received a valid *Certificate of Clearance* from the Commission on Teacher Credentialing.
- D. The student teachers will be placed in situations in which they gain experience teaching students of diverse ages, abilities, cultures, and ethnicities, and assumes other responsibilities of full-time educators.
- E. The Director of Field Experiences will be responsible for the distribution of tuition remission credits. All credits will be mailed to the cooperating teacher at their school address within 30 days of the end of the student teaching semester.
- F. The University Supervisor and the cooperating teacher will carry out due process procedures as prescribed by the UOP Student Teacher Handbook. These processes include the completion of Cooperative Evaluations of Student Teachers and the signing of the *Candidate Competence and Performance Checklist*.

G. The term of the agreement shall be for 5 academic years (November 20, 2014-2019). This agreement may be renewed for additional periods if approved by both parties in writing. Notwithstanding the term stated, this agreement may be renewed and amended at the end of each school year.

H. This agreement can be terminated by either party at any time without cause.

### III. Sexual and Racial Harassment

A. Sexual and racial harassment are not acceptable in an education setting. If a University of the Pacific student, representative or employee is involved in a sexual/racial harassment situation, University of the Pacific is interested in dealing with it as expediently as possible. When a University of the Pacific student, representative or employee is named as the alleged perpetrator, the university and school district will follow the university's established procedures for dealing with sexual/racial harassment. If the alleged perpetrator is a school district teacher, representative or employee, the university and school district will follow the school district's established procedures for dealing with sexual/racial harassment.

IN WITNESS WHEREOF the parties have caused these presents to be executed by resolutions of their respective governing boards.

Date

Date

Date

Date

Designee

Elk Grove Unified School District

Dean, Benerd School of Education

Chair, Curriculum and Instruction  
Department

Director of Field Experiences, Curriculum and  
Instruction Department

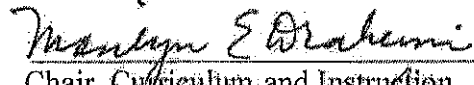
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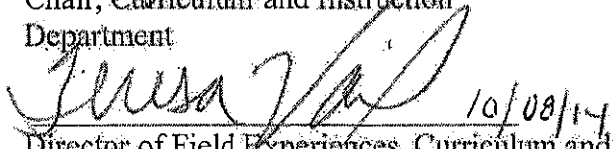
10/8/14



10-08-2014



10/08/2014



10/08/14

## Board Agenda Item

**Subject:**Department: Curriculum/Professional Learning**Instructional Materials Adoption****Action Requested:**

The Board of Education is requested to adopt the following instructional materials.

**Discussion:**

In accordance with BP 6161.1, the following instructional materials have been reviewed and approved by the appropriate subject-area steering committees, the Curriculum Standards Committee, have the approval of principals, and are being submitted to the Board of Education for adoption.

**SUPPLEMENTAL**

*Learning Dynamics Readers*, Copyright 1998 by Frontline Educational Products  
(ELA, Grades K-2)

**Financial Summary:**

Supplemental materials are materials that sites may opt to purchase using site funds.

Prepared By: Anna Trunnell

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

Mark Cerutti

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

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

Mark Cerutti, Interim



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

**Board Agenda Item**

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

Meeting Date November 18, 2014**Subject:**

Out-of-State Field trip

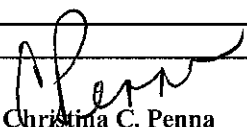
Division: Secondary Education**Action Requested:**

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

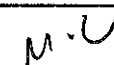
**Discussion:**

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>
Elk Grove High School	New York, NY	The New York International Music Festival	April 4 – 8, 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 18, 2014

**Subject:**

Division: Facilities and Planning

**2014 Fencing at Laguna Creek High School  
Acceptance and Notice of Completion**

**Action Requested:**

The Board of Education is asked to (1) accept the construction of 2014 Fencing at Laguna Creek High School, and (2) authorize the filing of the Notice of Completion.

**Discussion:**

On July 1, 2014, the Board of Education awarded a contract to Golden Bay Fence Plus Iron Works, Inc. for the 2014 Fencing at Laguna Creek High School. The work has been completed and is recommended for acceptance by the District.

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

**Financial Summary:**

Not applicable.

Prepared By: Brad Parsons *BP* Division Approval: Robert Pierce *RP*  
Prepared By: Lee Leavelle *LL* Superintendent Approval: Mark Cerutti *MC*

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

**NOTICE OF COMPLETION**

**NOTICE IS HEREBY GIVEN:**

*That the work of improvements on the real property hereinafter described, consisting of construction of 2014 Fencing at Laguna Creek High School, 9050 Vicino Drive, Elk Grove, CA 95758 was completed on the 18th day of November, 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 Golden Bay Fence Plus Iron Works, Inc., 4104 S. B Street, Stockton, CA 95206; that the name of the surety for said Contractor Toste Insurance Services 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)*