

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
February 3, 2015
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/ElkGroveUnified>.

CLOSED SESSION – 5:00 P.M.

1. Government Code Section 54957.6
Conference with Labor Negotiators
Agency designated representatives: Christopher Hoffman,
Brandon Krueger, Richard Fagan, Karen Rezendes
Employee Organizations: All Elk Grove Unified School District
Bargaining Units and Unrepresented Employees
- I. Pledge of Allegiance
- II. Presentations/Recognitions
 2. High School Student Representatives – Cosumnes Oaks,
Sheldon, and Rio Cazadero 15 Minutes
- III. Student Expulsion Recommendations
 3. Request for Student Expulsion 5 Minutes
- IV. LCAP
 4. LCAP Update 10 Minutes
- V. Budget Update – None
- VI. Public Comment
- VII. Bargaining Units
- VIII. Reports
 5. Bullying Prevention 30 Minutes
- IX. Public Hearing/Action Items

AGENDA
ELK GROVE UNIFIED SCHOOL DISTRICT
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February 3, 2015

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| <u>Item</u> | <u>Time - Approximate</u> |
|--|---------------------------|
| X. Discussion Items | |
| 6. Discussion of Request to Sell Unused Vacant Land at the Miwok Village Elementary School Site to the City of Elk Grove for the Gilliam Trail Project | 10 Minutes |
| XI. Discussion/Action Items - None | |
| XII. Action Items | |
| 7. Resolution to Support Placing a New State Bond on the 2016 Ballot | 10 Minutes |
| XIII. Board Member and Superintendent Reports | 10 Minutes |
| XIV. Consent Agenda – Action | |
| 8. Approval of Minutes | |
| 9. Personnel Actions | |
| 10. Approval of Purchase Order History | |
| 11. Contract Ratification | |
| 12. Acceptance of Gifts | |
| 13. Disposal of Obsolete/Surplus Property | |
| 14. Williams Act Quarterly Report Notification | |
| 15. Revision to Board Policy 5145.3 – Nondiscrimination/ Harassment/ Intimidation/Bullying | |
| XV. Other Action Items | |
| 16. Discussion and Action on Items Removed From the Consent Agenda | |
| XVI. Information Items | |
| 17. Other Items from the Floor | |
| 18. Items for Future Agendas | |
| XVII. Adjournment | |

AMERICAN WITH DISABILITIES COMPLIANCE NOTICE

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

DOCUMENT AVAILABILITY

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

Board Agenda Item

Supplement No. _____

Meeting Date February 3, 2015**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).

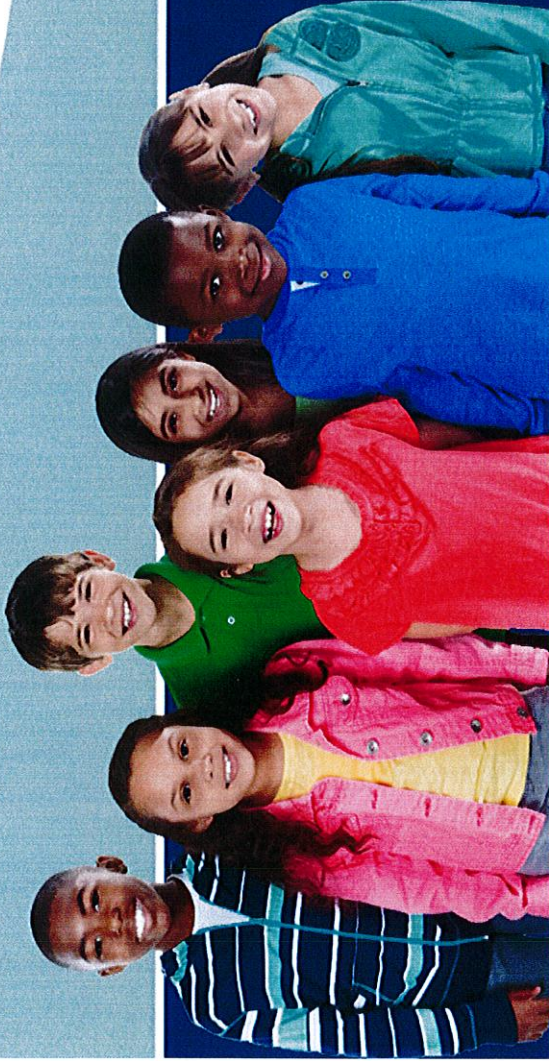
Discussion:

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 CeruttiApproval: Mark Cerutti *M.C.*

Prepared By: _____

Superintendent Approval: Christopher R. Hoffman *CA*



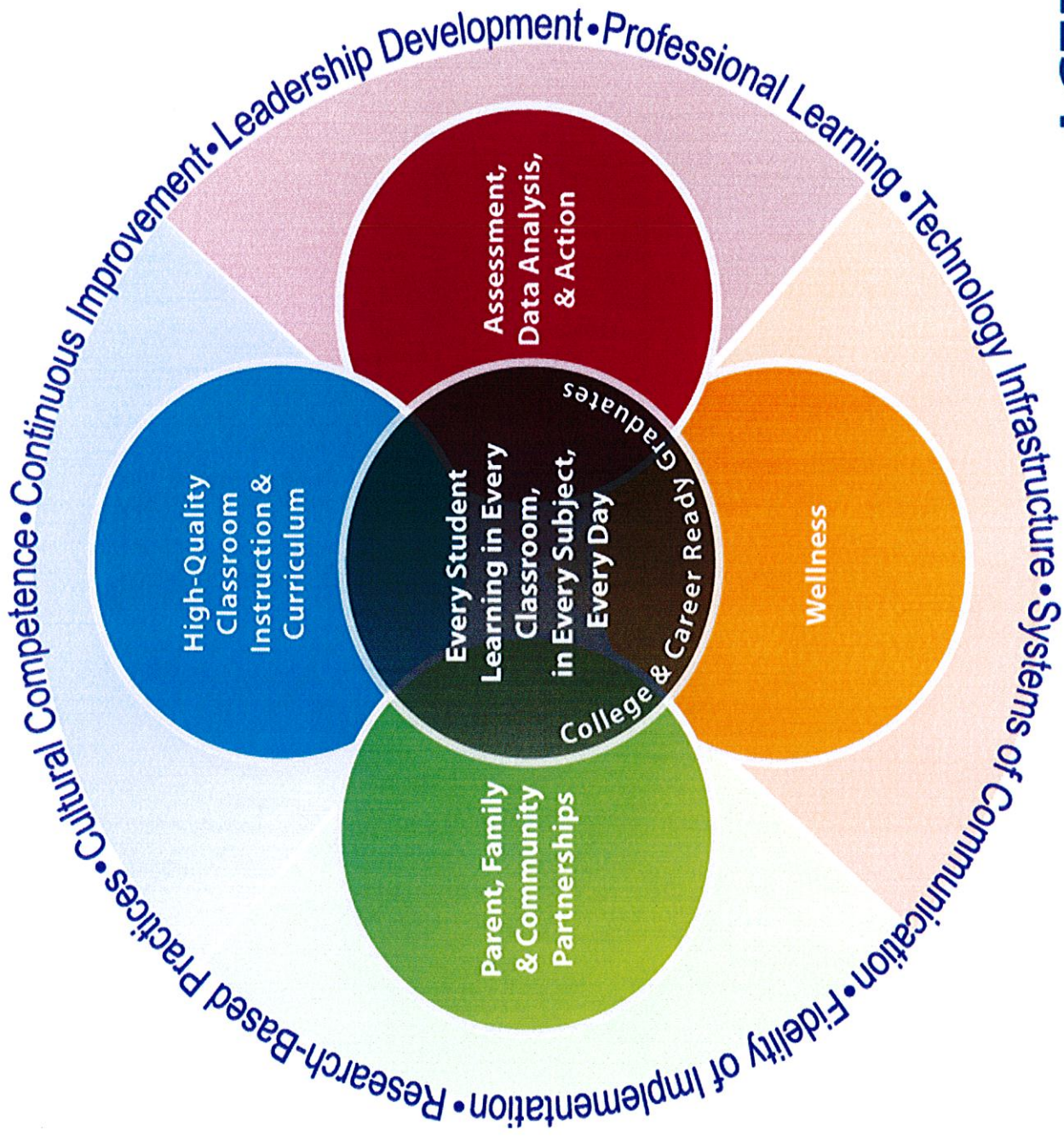
Board of Education Presentation
LCAP Update
February 3, 2015

Mark Cerutti, Associate Superintendent
Education Services

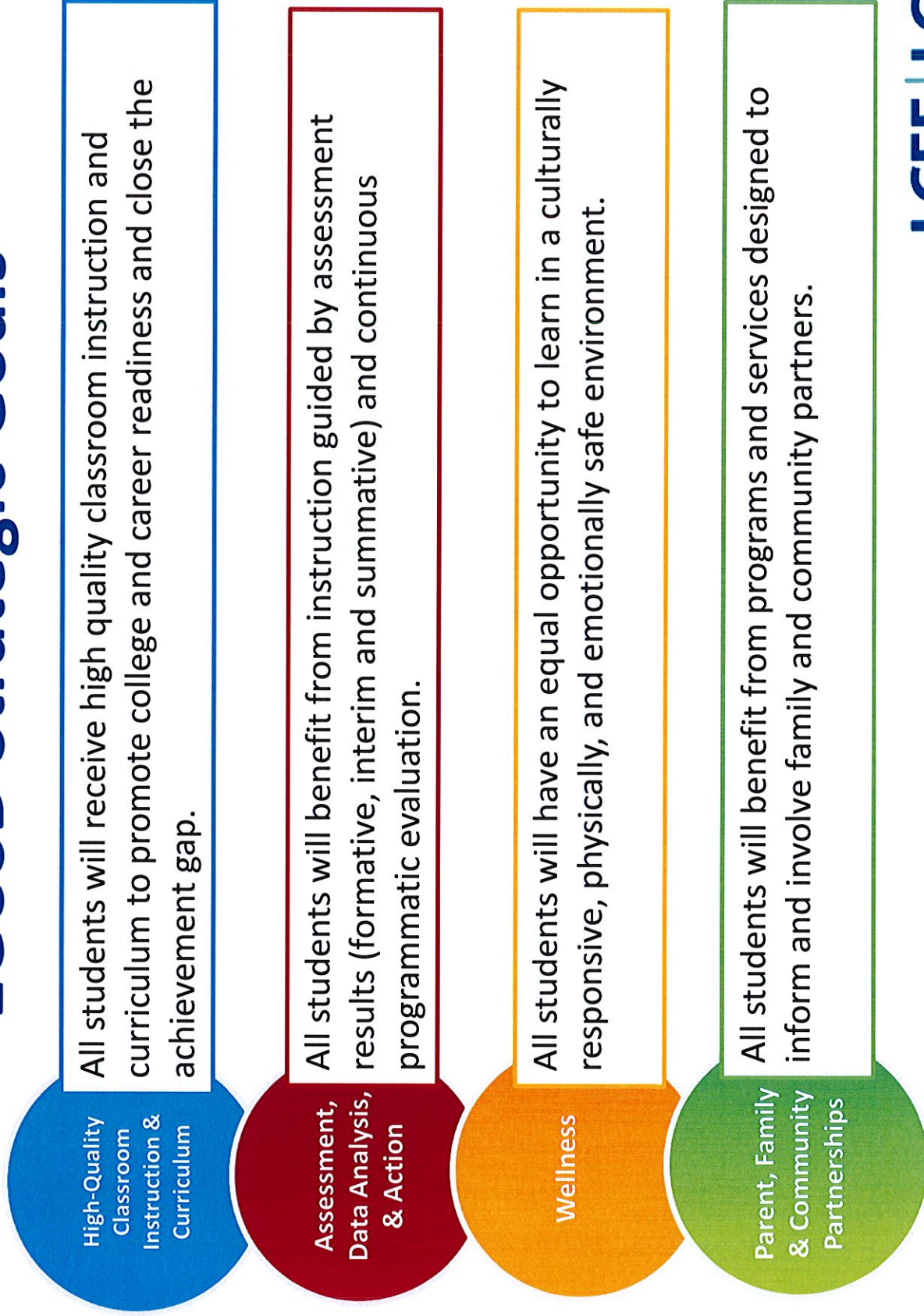
LCFF|LCAP

ELK GROVE UNIFIED

Local Control Funding Formula • Local Control & Accountability Plan



EGUSD Strategic Goals





ELK GROVE UNIFIED SCHOOL DISTRICT - LCAP AT A GLANCE

Alignment of 8 State Priorities, EGUSD Strategic Goals & LCAP Objectives

8 STATE PRIORITIES

CONDITIONS OF LEARNING



Basic Services

Teachers appropriately assigned, fully credentialed; Students have standard-aligned instructional materials; school facilities are maintained and in good repair



Implementation of State Standards (Common Core)

Implementation of academic and performance standards adopted by the State for all students, including English Learners (EL)



Course Access

Students are enrolled in broad course of study that includes all required subject areas

PUPIL OUTCOMES



Student Achievement

Performance on standardized tests; Academic Performance Index; portion of students that are college and career ready; portion of English Learners (EL) that become English proficient; EL graduation rates; portion of students passing AP exams with 3 or higher; portion of students determined prepared for college through the Early Assessment Program



Other Student Outcomes

Other indicators of performance in required areas of study, including local measure of student achievement

ENGAGEMENT



Parent Involvement

Efforts to seek parent input; promotion of parent participation



Student Engagement

School attendance rates; chronic absenteeism rates; dropout rates; graduation rates



School Climate

Student suspension rates; student expulsion rates; other local measures including surveys of students, parents, and teachers on safety and school connectedness

EGUSD STRATEGIC GOALS



HIGH-QUALITY CLASSROOM INSTRUCTION & CURRICULUM

BASIC SERVICES COMMON CORE COURSE ACCESS STUDENT ACHIEVEMENT PARENT INVOLVEMENT SCHOOL CLIMATE

All students will receive high quality classroom instruction and curriculum to promote college and career readiness and close the achievement gap.

ASSESSMENT, DATA ANALYSIS & ACTION

BASIC SERVICES COMMON CORE STUDENT ACHIEVEMENT OTHER OUTCOMES SCHOOL CLIMATE

All students will benefit from instruction guided by assessment results (formative, interim, and summative) and continuous programmatic evaluation.

WELLNESS

BASIC SERVICES STUDENT ACHIEVEMENT STUDENT ENGAGEMENT SCHOOL CLIMATE

All students will have an equal opportunity to learn in a culturally responsive, physically and emotionally safe environment.

PARENT FAMILY & COMMUNITY PARTNERSHIPS

BASIC SERVICES STUDENT ACHIEVEMENT PARENT INVOLVEMENT STUDENT ENGAGEMENT

All students will benefit from programs and services designed to inform and involve family and community partners.

Every Student Learning in Every Classroom, in Every Subject, Every Day
College & Career Ready Graduates

LCAP OBJECTIVES

BASIC SERVICES OTHER OUTCOMES

Implement Common Core State Standards (CCSS), CCSS materials and professional learning

BASIC SERVICES COURSE ACCESS OTHER OUTCOMES
STUDENT ACHIEVEMENT STUDENT ENGAGEMENT

Expand learning opportunities for students

BASIC SERVICES COURSE ACCESS OTHER OUTCOMES
STUDENT ACHIEVEMENT STUDENT ENGAGEMENT

Increase intervention opportunities for students within the school day

BASIC SERVICES STUDENT ACHIEVEMENT

Expand and enhance access to technology for students and staff

BASIC SERVICES COURSE ACCESS OTHER OUTCOMES
STUDENT ACHIEVEMENT STUDENT ENGAGEMENT

Expand linked learning career academies and pathways

BASIC SERVICES PARENT INVOLVEMENT SCHOOL CLIMATE

Create comprehensive program evaluation tools for students, staff and parents

BASIC SERVICES OTHER OUTCOMES STUDENT ENGAGEMENT
SCHOOL CLIMATE

Enhance social/emotional support for student wellness

PARENT INVOLVEMENT SCHOOL CLIMATE

Increase parent involvement

Board Agenda Item

Supplement No. _____

Meeting Date February 3, 2015**Subject:**Division: Education Services**Bullying Prevention****Action Requested:**

The Board of Education is asked to receive a presentation on the District's Bullying Prevention programs.

Discussion:

The purpose of the presentation is to provide information on the District's Bullying Prevention programs that will include:

- Integration into E⁴-Wellness
- Positive Behavior and Intervention Support (PBIS)
- Board Policy
- Specialized Programs
- Digital Citizenship

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

Prepared By: _____

Superintendent Approval: Christopher R. Hoffman *CH*

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 6

Board Agenda Item

Supplement No. _____

Meeting Date February 3, 2015

Subject:

Department: Facilities and Planning

Discussion of Request to Sell Unused Vacant Land at the Future Miwok Village Elementary School Site to the City of Elk Grove for the Gilliam Trail Project

Action Requested:

The Board of Education is asked to consider a request from the City of Elk Grove to purchase vacant District property at Miwok Village Elementary School for the construction of a portion of the Gilliam Trail project.

Discussion:

The City of Elk Grove is developing the Gilliam Trail Project, a pedestrian and bicycle trail along Franklin Creek in the East Franklin area. The creek runs along the northern edge of the site for the future Miwok Village Elementary School, currently owned by the District. While it was always intended that a portion of the trail would run along the creek adjacent to the school site, during planning the City realized it did not secure enough property in this area to accommodate the trail. As a result, the City approached Administration to inquire about acquiring property from the District for the trail.

Staff reviewed the plans for the school, and asked the project architect, Architectural Nexus, to study the impact and viability of reducing the site by 6 to 12 feet along the northern edge. It was determined that the site could be reduced by 8 feet, through adjustments to the layout of the school buildings and other features. Staff then asked the architect to estimate the fee to make such plan revisions and they are estimated to be up to \$20,000.

Staff used site acquisition costs to determine the value of the proposed 8-foot wide strip of land and the resulting amount, \$16,700.00 was accepted by the City as the purchase price of the land. In lieu of reimbursing the District for the plan revision costs, the City proposes to construct a chain link fence, which will serve as the site's perimeter fence, along the full northern edge of the site relieving the District of its need to construct and pay for a fence the length of the site. District staff, in particular Maintenance and Operations staff, will have access via the Trail to service District property and equipment.

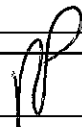
The long, narrow strip of land and trail will be outside the school perimeter fence and will be maintained by the City. This land required will be used by the City and the vacant land for the purpose of constructing the Gilliam Trail to serve the neighboring community, and it is therefore in the best interest of the District, City and Community to sell the vacant land to the City.

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

Administration requests the Board hold a public hearing and consider this resolution at its next regularly scheduled meeting.

Financial Summary:

The City of Elk Grove has agreed to pay \$16,700.00 to purchase this property.

Prepared By: _____ Department Approval: Robert Pierce 

Prepared By: William Heinicke Superintendent Approval: Christopher R. Hoffman 

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

RESOLUTION NO. 37

RESOLUTION APPROVING AND AUTHORIZING SUPERINTENDENT TO EXECUTE AN AGREEMENT FOR ACQUISITION OF FEE INTEREST IN REAL PROPERTY AND RELATED DOCUMENTS WITH CITY OF ELK GROVE FOR THE CITY'S PURCHASE OF DISTRICT PROPERTY TO CONSTRUCT AND MAINTAIN A PORTION OF THE GILLIAM DRIVE TRAIL CONNECTOR PROJECT

WHEREAS, the Elk Grove Unified School District ("District") is the owner of certain real property located at 5401 Dorsey Drive, Elk Grove, California ("Property"), site of the future Miwok Village Elementary School; and

WHEREAS, the City of Elk Grove ("City") has requested that the District sell to the City a certain portion of the Property, which portion consists of approximately five thousand two hundred (5,200) square feet ("Vacant Land") for the purposes of constructing the Gilliam Drive Trail Connector Project; and

WHEREAS, the District is willing to sell such Vacant Land under the terms and conditions of that certain Agreement for Acquisition of Fee Interest in Real Property ("Agreement"), a copy of which has been presented to the Board at this meeting and which is on file with the District; and

WHEREAS, the Vacant Land is not needed by the District and the City will use the Vacant Land for the purpose of constructing the Gilliam Drive Trail Connector Project, which is a benefit to the public, and it is therefore in the best interest of the District to sell the Vacant Land to the City for such purpose; and

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

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

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

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

WHEREAS, following the sale of the Vacant Land to the City, the City will be responsible for compliance with CEQA with regard to City's future use of the Vacant Land for the specific use of the Gilliam Drive Trail Connector Project, and related purposes only.

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

1. The foregoing recitals are hereby adopted as true and correct.
2. The Board of Education hereby approves and ratifies that certain Agreement with the City of Elk Grove for the sale of approximately five thousand two hundred (5,200) square feet of vacant land. The Agreement and related exhibits, in substantially the form submitted to this Board and attached to this Resolution as Exhibit "A," shall be executed on behalf of the District by the District's Superintendent, or his designee, subject to such changes or revisions therein as the Superintendent may find necessary or desirable. Said Exhibit "A" contains all of the essential terms and conditions upon which said Vacant Land shall be sold and conveyed, respectively, to the City of Elk Grove.
3. This Resolution and the proposed sale of the Vacant Land is found to be exempt from CEQA pursuant to Public Resource Code section 21084 and California Code of Regulations, Title 14, sections 15061(b)(2) and 15312. A Notice of Exemption regarding the sale of said surplus Property is directed to be filed in accordance with CEQA upon adoption of the Resolution.
3. The District's Superintendent or his designee, is authorized and directed to take such other and further actions as may be necessary or convenient to carry out the purpose and intent of this Resolution.
4. This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was adopted by the Board of Education of the Elk Grove Unified School District at a meeting of the Board on February 17, 2015, by the following vote:

AYES: _____

NOS: _____

ABSENT: _____

ABSTAIN: _____

President, Board of Education
Elk Grove Unified School District

ATTEST:

Clerk, Board of Education
Elk Grove Unified School District

File No.: ACQ 14-05-00
Project: Gilliam Drive Trail Connector
Parcel No: 132-0020-165
Escrow #: 11-5012427-PA
Title Company: Fidelity National Title Company
Date of Preliminary Title Report: July7, 2014

Grantor: ELK GROVE UNIFIED SCHOOL DISTRICT, a California school district

Grantee: CITY OF ELK GROVE, a municipal corporation

AGREEMENT FOR ACQUISITION OF FEE INTEREST IN REAL PROPERTY ("Agreement")

WHEREAS, the above-named Grantor (hereafter referred to as the "District") is the owner of certain real property located at 5401 Dorsey Drive in Elk Grove, California, identified as Sacramento County Assessor Parcel Number 132-0020-165 (hereafter referred to as the "District Property"); and

WHEREAS, District intends to convey to the City of Elk Grove (hereafter referred to as the "City") and the City intends to acquire from District a portion of the District Property in fee simple interest ("Property") for the purpose of constructing the Gilliam Drive Trail Connector Project ("Project"), described in the attached legal description marked Exhibit "A-1" and depicted on the attached plat map marked Exhibit "A-2", which is attached hereto and incorporated herein by this reference, pursuant to the terms and conditions set forth herein; and

WHEREAS, in order to facilitate the construction of the Project, the District grants permission to the City to temporarily enter upon, over, and under a portion of the District Property, as described in the attached legal description marked Exhibit "B" and depicted on the attached plat map marked Exhibit "B-1", for a period of eight (8) months, pursuant to the terms and conditions set forth herein; and

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

- 1. The above recitals are true and correct and are hereby incorporated herein by reference.**
- 2. Execution and Delivery to Escrow**

City shall open an escrow with Fidelity National Title Company ("Escrow Holder") by delivery of a fully executed copy of this Agreement. Upon full execution of this Agreement by the Parties ("Effective Date"), District shall execute, notarize and deliver to Escrow Holder the Grant Deed ("Deed") in the form of Exhibit "A", attached hereto and incorporated herein by this reference.

- 3. Purchase Price**

Concurrently with City's delivery of a fully executed copy of this Agreement to the Escrow Holder, City shall also deliver to the Escrow Holder in the sum of Sixteen Thousand Seven Hundred Dollars (\$16,700.00) ("Purchase Price"), and the Parties expressly agree that the Purchase Price shall constitute full and fair consideration for (i) the conveyance of the Property to the City, (ii) the construction of the fence as described in Section 4, and (iii) the exchange of licenses between the Parties to enter upon each other's properties for the purposes stated herein.

4. Special Provisions

- a. As described in Exhibit "D" the City will construct a fence on District Property. As set forth in Section 9, City and its authorized agents and contractor are granted permission to enter onto the District Property for this purpose.
- b. City hereby grants a license to the District, its agents, employees, contractors and invitees to enter on the Property, upon completion of the Project, and from time to time thereafter and at any reasonable time, to facilitate the maintenance of the District Property, and for other such incidental purposes as may be required, as well as accomplishing all necessary activities incidental and related thereto. .

5. Title Insurance

City will take title subject to any and all encumbrances listed on the preliminary title report dated July 7, 2014, a copy of which preliminary title report is attached hereto as Exhibit "C". City, at its sole cost, may obtain a CLTA extended coverage owner's policy of title insurance insuring title to the Property, subject to permitted liens, encumbrances and exceptions, is vested in City upon recording of the Grant Deed.

6. Taxes

Taxes for the fiscal year in which the escrow closes shall be cleared and paid for in the manner required by Section 5086 of the Revenue and Taxation Code. As a deduction from the amount shown in Section 2, above, the City shall be authorized to pay any delinquent taxes due in any fiscal year, except the fiscal year in which this escrow closes, together with penalties and interest thereon.

7. Escrow

Unless extended by the mutual written agreement of the Parties, the escrow shall close upon the earliest of the following events to occur: (i) sixty (60) days after the Effective Date, or (ii) the date the Deed is agreed by the Parties to be recorded in the Recorder's Office for Sacramento County ("Close of Escrow") and Grantor receives the Purchase Price.

- A. The Escrow Holder may expend any or all monies payable under this Agreement and deposited into escrow to discharge any obligations which are liens upon the Property, including, but not limited to, those arising from judgments, assessments, delinquent taxes for other than the fiscal year in which the escrow closes, or debts secured by deeds of trust or mortgages, and/or to defray any other incidental costs to be borne by the City. The Escrow Holder shall release payment to GRANTOR, return any credited amounts to City, and record the Deed in the Recorder's Office for Sacramento County upon the Close of Escrow. Title to the Property shall pass to City immediately upon Close of Escrow.
- B. This Agreement may serve in whole or in part as escrow instructions. The issuance of any further escrow instructions shall be the sole responsibility of City. The District agrees to execute such additional documents as may be reasonably necessary to consummate the purchase and sale herein contemplated.

8. Fees

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

9. License to Enter District Property; Fingerprinting Requirements

District hereby grants a license to the City, its agents, employees, contractors and invitees to enter on only that portion of District Property marked "Temporary Construction Easement," as described in the attached legal description marked Exhibit "B" and depicted on the attached plat map marked Exhibit "B-1", to facilitate the construction of the Project, and for other such incidental purposes as may be required, as well as accomplishing all necessary activities incidental and related thereto. The City shall leave the District Property in good condition and shall employ all reasonable efforts to restore the construction area to its existing condition as it existed immediately prior to such entry by the City and remove all equipment or materials used in said construction. City shall keep the District Property free from liens relating to or arising out of any work conducted by it, its employees, agents, or contractors.

Such license to enter District Property shall commence May 1, 2015 and expire December 30, 2015. City has the option to extend the term of the license for up to six (6) months. It is further agreed and understood that City shall provide District with the written notice of its intent to extend the term of the license at least thirty (30) days prior to the expiration.

Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering to determine that they have not been convicted of a serious or violent felony. If the District determines that more than limited contact with students will occur during the performance of the foregoing construction by City's agents, employees or its contractors, such persons will not perform services until all such persons providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to District.

10. District's Ownership

Subject to the Permitted Exceptions, District certifies that it owns full legal title to the Property, and has full power and authority to convey all property rights described herein to City.

11. City's Power and Authority; Use of the Property Prior to Close of Escrow

City has the full power and authority to enter into this Agreement and consummate the transaction contemplated hereby. The individual(s) executing this Agreement on behalf of City have the full legal power, right and actual authority to bind City thereto. In addition, City shall not, prior to the Close of Escrow without the prior written consent of District, which consent may be given or denied in District's absolute discretion, enter into any lien, encumbrance, easement or license agreement permitting others to use the Property, or any portion thereof, or convey any part of the Property. If City violates the terms of the preceding sentence, District may elect in its sole discretion without liability to City to terminate this Agreement.

12. Leases

District warrants that there are no leases on all or any portion of the Property and the District further agrees to hold the CITY harmless and reimburse the CITY for any of its losses and expenses occasioned by reason of any lease of all or a portion of the Property. District agrees not to assign, transfer or sell to any third party any right, title or interest District has in the Property. Further, if there exists either recorded or unrecorded leases, the Parties agree that at CITY's sole discretion, escrow shall not close and this Agreement shall become all or in part null and void if Escrow Holder fails to receive adequate documentation (such as a quitclaim deed and/or Tenant Consent) establishing that lessee has agreed to claim no interest in the Property or in any compensation for the Property and further enables the CITY to obtain sufficient title insurance.

13. Mutual Indemnification

- A. District agrees and covenants to indemnify, defend (with counsel acceptable to the City, which consent shall not be unreasonably withheld), and hold City, its officers, employees and agents (collectively, "City Parties"), harmless from and against any and all liabilities, penalties, losses, damages, costs, expenses (including reasonable attorneys' fees, whether for outside counsel or the City Attorney), causes of action, claims, or judgments that arise by reason of any death, bodily injury, personal injury, property or economic damage, or violation of any law or regulation, or damage to the environment, including ambient air, soil, soil vapor, groundwater, or surface water, and resulting from or in any way connected with: (i) any acts or omissions related to the performance of this Agreement, or (ii) any breach of this Agreement, or (iii) the occupancy or use of the Property (including, but not limited to, the use, storage, treatment, transportation, release, or disposal of Hazardous Substances on or about any portion of the Property), by the District, its officers, employees, agents, engineers, contractors or subcontractors, or any other person or entity employed by and acting under the District's explicit direction or control. The foregoing indemnification shall survive beyond the termination of this Agreement.
- B. City agrees and covenants to indemnify, defend (with counsel acceptable to the District, which consent shall not be unreasonably withheld), and hold District, its officers, employees and agents (collectively, "District Parties"), harmless from and against any and all liabilities, penalties, losses, damages, costs, expenses (including reasonable attorneys' fees), causes of action, claims, or judgments that arise by reason of any death, bodily injury, personal injury, property or economic damage, or violation of any law or regulation, or damage to the environment, including ambient air, soil, soil vapor, groundwater, or surface water, and resulting from or in any way connected with: (i) any acts or omissions related to the performance of this Agreement, or (ii) any breach of this Agreement, or (iii) the occupancy or use of the Property (including, but not limited to, the use, storage, treatment, transportation, release, or disposal of Hazardous Substances on or about any portion of the Property), by the City, its officers, employees, agents, engineers, contractors or subcontractors, or any other person or entity employed by and acting under the City's explicit direction or control. The foregoing indemnification shall survive beyond the termination of this Agreement.

For purposes of this section "Hazardous Substances" shall mean any hazardous or toxic substance, material or waste that is: (i) regulated by any governmental authority, the State of California or the United States; (ii) defined as an "acutely hazardous waste," "extremely hazardous waste," "hazardous waste," or "waste" under Sections 25110.02, 25115, 25117, or

25124 of the California Health and Safety Code, or listed pursuant to Sections 25141 and 25141.5 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code Division 20 Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) asbestos; (vii) listed under Chapter 10 Division 4.5 of Title 22 or defined as hazardous or extremely hazardous pursuant to Division 21.5 of Title 26 of the California Code of Regulations; (viii) designated as a "hazardous waste" pursuant to Section 6903 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; (ix) defined as a "hazardous substance" pursuant to Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq.; (x) any flammable substances or explosives; (xi) any radioactive material; or (xii) otherwise deleterious to human health or the environment.

14. Binding on Successors

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

15. Notices

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

To City:

City of Elk Grove
Public Works Department
Development Services
8401 Laguna Palms Way
Elk Grove, CA 95758
Attention: Real Estate Manager

To District:

Elk Grove Unified School District
Facilities and Planning Department
9510 Elk Grove-Florin Road
Elk Grove, CA 95624

16. Recording

Either party at its sole expense may record this Agreement in the Recorder's Office for Sacramento County.

17. Severability

If a court of competent jurisdiction holds any provision in this Agreement to be invalid or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired in any way.

18. Waivers

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated in a writing signed by the parties hereto.

19. Governing Law

This Agreement and any subsequent amendments hereto: (A) must be construed according to its fair meaning and as if prepared by both District and City, and (B) must be construed in accordance with the laws of the State of California in effect on the Effective Date. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento.

20. Time is of the Essence

Time is of the essence in this Agreement.

21. Entire Agreement

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

(The remainder of this page intentionally left blank)

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

GRANTOR(S):
ELK GROVE UNIFIED SCHOOL DISTRICT,
a California school district

Date: _____

By: _____

Print: _____

Title: _____

GRANTEE:
CITY OF ELK GROVE, a municipal
corporation

Date: _____

By: _____
Laura S. Gill, City Manager

RECOMMENDED FOR APPROVAL:

Date: _____

By: _____
Julie Cline, Real Estate Manager

APPROVED AS TO FORM:

Date: _____

By: _____
Jonathan Hobbs, City Attorney

ATTEST:

Date: _____

By: _____
Jason Lindgren, City Clerk

Exhibit "A"
Grant Deed

No Fee Document – Per Government Code §6103 & §27383
No Documentary Transfer Tax – Per R&T Code §11922

RECORDING REQUESTED BY AND WHEN RECORDED
RETURN TO:

CITY OF ELK GROVE
Attn: City Clerk
8401 Laguna Palms Way
Elk Grove, CA 95758

Project Name: Gilliam Drive Trail Connector
Project Number: 14-05-00
APN: 132-0020-165

The Above Space For Recorder's Use Only

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, **ELK GROVE UNIFIED SCHOOL DISTRICT**, a California school district ("Grantor"), hereby grants to the **CITY OF ELK GROVE**, a municipal corporation ("Grantee"), all that real property situated in the City of Elk Grove, County of Sacramento, State of California, described as follows:

See Exhibit "A-1", legal description, and Exhibit "A-2", plat to accompany legal description, attached hereto and made a part hereof.

Executed this _____ day of _____, 20____

GRANTOR: ELK GROVE UNIFIED SCHOOL DISTRICT, a California school district

By: [Exhibit "A" – Do Not Sign]

Print name: Robert Pierce

Title: Associate Superintendent Facilities & Planning

Mail Tax Statements To:
Finance Department
City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758

Exhibit "A-1"
Legal Description

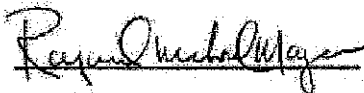
A portion of Lot A, in the City of Elk Grove, County of Sacramento, State of California, as shown on that certain Subdivision Map titled "SOUTHMEADOWS UNIT 1, SUBDIVISION NO. 02-358.1" filed in Book 320 of Subdivision Maps, at Page 5, Records of Sacramento County more particularly described as follows:

Beginning at the northwest corner of said Lot A; thence along the north line of said Lot North $89^{\circ}21'17''$ East a distance of 529.86 feet to the beginning of a curve, concave to the north having a radius of 288.00 feet and which passes through the northeast corner of said Lot; thence easterly 119.93 feet along said curve through a central angle of $23^{\circ}51'33''$ to the east line of said Lot; thence along said east line South $00^{\circ}21'54''$ East a distance of 32.61 feet to the intersection with a line parallel with and distant 8.00 feet south, measured at a right angle, from the north line of said Lot A and its easterly prolongation; thence leaving said east line, along said parallel line South $89^{\circ}21'17''$ West a distance of 646.43 feet to a point on the curved westerly line of said Lot, having a radius of 530.00 feet, being concave to the west and to which point a radial line of said curve bears $S88^{\circ}32'45''E$; thence northerly 8.00 feet along said curve through a central angle of $00^{\circ}51'55''$ to the **True Point of Beginning**.

Containing 6,108 square feet, more or less.

See "Exhibit B" Plat to accompany Legal Description (for information purposes only) attached hereto and made a part hereof. The Legal Description takes precedence over any discrepancy between the Legal Description and the Plat.

This Legal Description was prepared by me or under my direction pursuant to the requirements of the Professional Land Surveyor's Act.



Raymond Michael Manger
L.S. No. 5154
Registration Expires: June 30, 2015



5/13/2014

Date:

Exhibit "A-2"

Plat Map

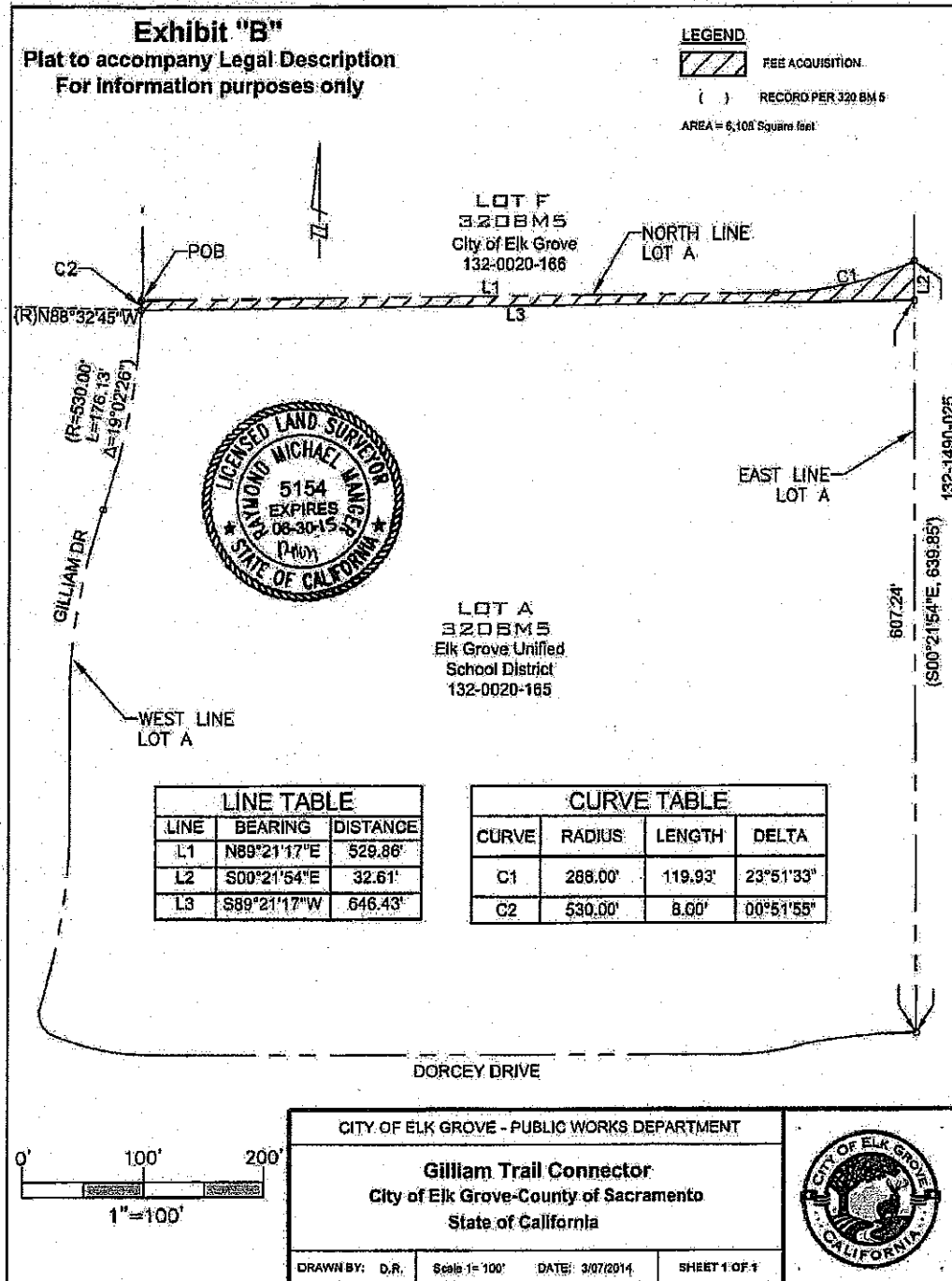


Exhibit "B"
Permission to Enter
Legal Description

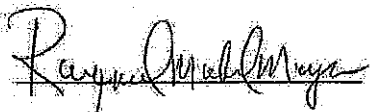
A portion of Lot A, in the City of Elk Grove, County of Sacramento, State of California as shown on that certain Subdivision Map titled "SOUTHMEADOWS UNIT 1, SUBDIVISION NO. 02-358.1" filed in Book 320 of Subdivision Maps, at Page 5, Records of Sacramento County more particularly described as follows:

Commencing at the northwest corner of said Lot A; said corner being on the curved westerly line of said Lot A, having a radius of 530.00 feet and to which corner a radial line of said curve to said corner bears North 89°24'40" West; thence southerly 8.00 feet along said curve through a central angle of 00°51'55" to the **True Point of Beginning**; thence leaving said west line along a line parallel with the north line of said Lot A North 89°21'17" East a distance of 646.43 feet to the east line of said Lot A; thence along said east line South 00°21'54" East a distance of 50.00 feet; thence leaving said east line along a line parallel with the north line of Lot A South 89°21'17" West a distance of 650.39 feet to a point on said curved westerly line of Lot A; thence northerly 50.20 feet along said curve through a central angle of 05°25'35" to the **True Point of Beginning**.

Containing 32,391 square feet, more or less.

See "Exhibit B" Plat to accompany Legal Description (for information purposes only) attached hereto and made a part hereof. The Legal Description takes precedence over any discrepancy between the Legal Description and the Plat.

This Legal Description was prepared by me or under my direction pursuant to the requirements of the Professional Land Surveyor's Act.



Raymond Michael Manger

L.S. No. 5154

Registration Expires: June 30, 2015



6/17/2014

Date:

Exhibit "B-1"
Permission to Enter
Plat Map

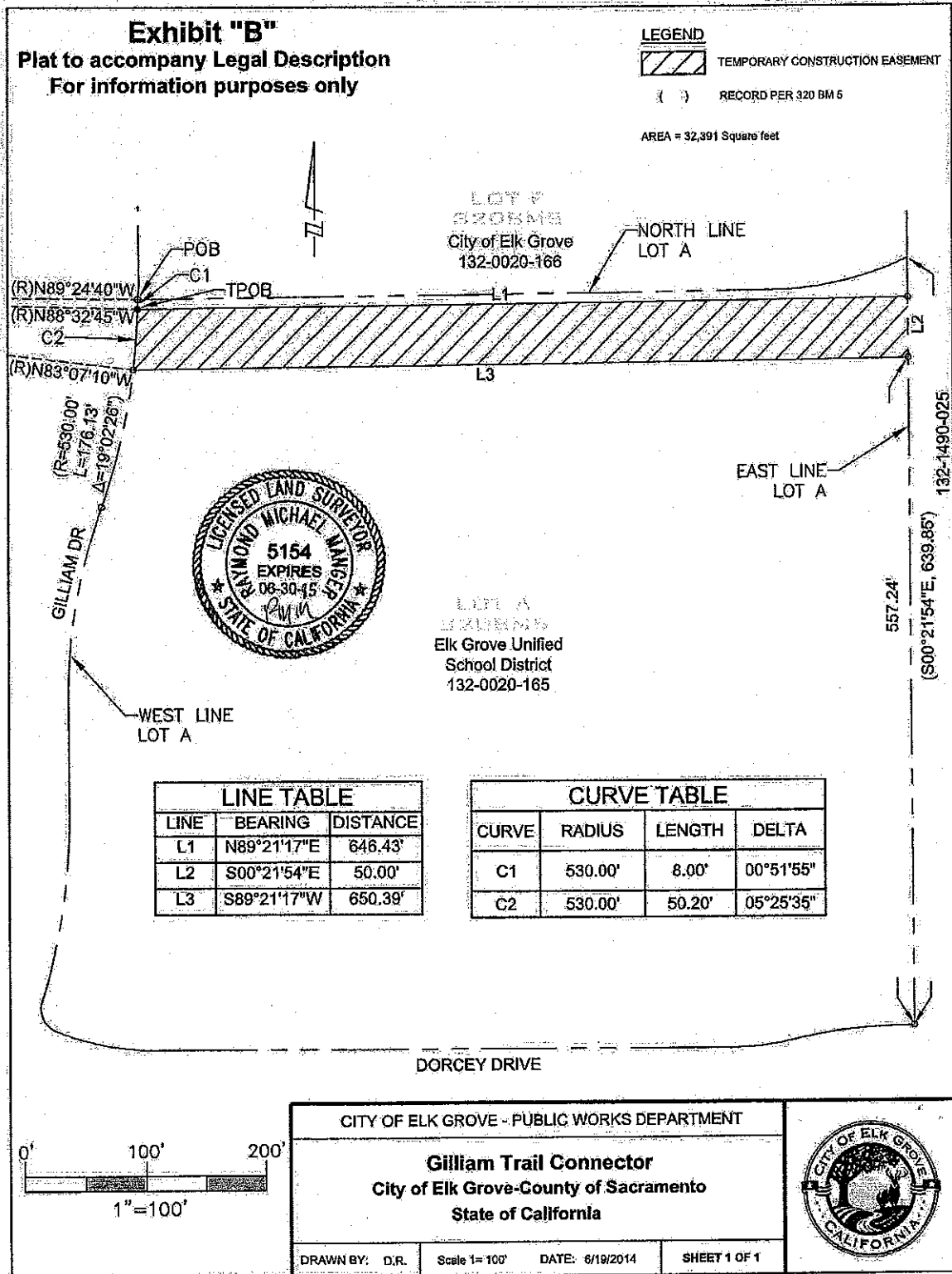


Exhibit "C"
Preliminary Title Report



Fidelity National Title Company

PRELIMINARY REPORT

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

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

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

The policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a California corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

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


Countersigned



Fidelity National Title Company

BY

ATTEST

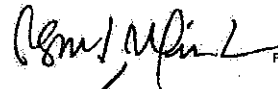

 President
 Secretary

Exhibit "C"
Page 2 of 7

Visit Us on our Website: www.fnitc.com



Fidelity National Title Company

ISSUING OFFICE: 11050 Olson Dr., Suite 200 • Rancho Cordova, CA 95670

FOR SETTLEMENT INQUIRIES, CONTACT: Fidelity National Title Company - Sacramento Commercial & Industrial
8950 Cal Center Drive, Bldg. 3, Suite 100 • Sacramento, CA 95826
916 364-4070 • FAX 916 364-4093

PRELIMINARY REPORT

Amended

Title Officer: Craig Donner
Escrow Officer: Paul Avila
Escrow No.: 11-**5012427**-PA

Title No.: 11-**5012427**-A-CD
Locate No.: CAFNT0934-0934-0010-0005012427

TO: City of Elk Grove
Elk Grove, CA 95758
ATTN: Anna Sarafinski

PROPERTY ADDRESS: 5401 Dorsey Lane, Elk Grove, California

EFFECTIVE DATE: July 7, 2014, 07:30 A.M.

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

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee
2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Elk Grove Unified School District, a California school district
3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

MQ\YD 11/30/2011

Exhibit "C"
Page 3 of 7

Title No. 11-5012427-A-CD
Locate No. CAFNT0934-0934-0010-0005012427

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ELK GROVE, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot A, as shown on the Map of "Southmeadows Unit No. 1", recorded on October 20, 2003, in Book 320 of Maps, Map No. 5, records of said County. Said map was corrected in part by that certain Certificate of Correction recorded January 20, 2004, in Book 20040120, Page 529, Official Records.

APN: 132-0020-165

Exhibit "C"
Page 4 of 7

Title No. 11-5012427-A-CD
Locate No. CAFNT0934-0934-0010-0005012427

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2014/2015.
2. **The lien of supplemental taxes**, if any, assessed pursuant to the provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and Taxation code of the State of California.
3. **The fact that said land** is within the boundaries of the Mello-Roos Community Facilities District(s) below, the annual assessments of which, if any, are collected with the County Property Taxes. Failure to pay said taxes prior to the delinquency date may result in the above assessment being removed from the County Tax Roll and subjected to Accelerated Judicial Bond Foreclosure. Inquiry should be made with said District for possible stripped assessments and prior delinquencies.

City of Elk Grove Street Maintenance Assessment District No. 1
Poppy Ridge CFD No. 2003-01
Elk Grove School Mello-Roos Bonds

4. **Any unpaid amounts now owing for municipal services**, of record or not, amounts can be ascertained by contacting the following:

County of Sacramento at (916) 875-5555, **and/or including:**
City of Sacramento at (916) 808-5454.
City of Folsom at (916) 355-7200.
City of Galt at (209) 366-7150.
City of Elk Grove at (916) 478-3642
City of Rancho Cordova at (916) 638-9000.
City of Isleton at (916) 777-7770
City of Citrus Heights at (916) 725-2448 and for Waste, Allied Waste at (916) 725-9060 and as required fax request to (916) 463-0297
5. **Matters** contained in that certain document entitled "Ordinance No. SZC 2000-21 Amending the Zoning Code of Sacramento County, Ordinance No. 83-10 Amended" dated None Shown, recorded June 14, 2000, Book 20000614, Page 600, of Official Records.

Reference is hereby made to said document for full particulars.

Exhibit "C"
Page 5 of 7

ITEMS: (continued)

Title No. 11-5012427-A-CD
Locate No. CAFNT0934-0934-0010-0005012427

- 6. If extended coverage** title insurance will be requested, or if this report has been issued to facilitate a request for extended coverage title insurance, then the following would also be exceptions to coverage:

Any facts, rights, interests or claims which are not disclosed by the public records but which could be ascertained by making inquiry of the parties or persons in possession of the herein described land.

Any easements, liens (including but not limited to any Statutory Liens for labor or materials arising from any on-going or recently completed works of improvement), encumbrances, facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of the herein described land.

Discrepancies, conflicts in boundary lines, shortages in area, encroachments or any other facts which a correct survey of the herein described land would disclose which are not shown by the public records and the requirement that said survey meets with the minimum standards for ALTA/ACSM land title surveys.

- 7. The transaction contemplated** in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

END OF ITEMS

- Note 1.** The only deeds affecting said land, which recorded within twenty-four (24) months of the date of this report, as are follows:

| | |
|-----------|---|
| Grantor: | Elk Grove 10 LLC, a Nevada limited liability company |
| Grantee: | Elk Grove Unified School District, a California school district |
| Recorded: | November 7, 2012, Book 20121107, Page 0761, of Official Records |

- Note 2.** Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

| | |
|-------------------------|-------------------|
| Tax Identification No.: | 132-0020-165-0000 |
| Fiscal Year: | 2013/2014 |
| 1st Installment: | \$51.28 |
| 2nd Installment: | \$51.28 |
| Land: | \$0.00 |
| Improvements: | \$0.00 |
| Personal Property: | \$0.00 |
| Code Area: | 07101 |
| Bill No.: | 13223801 |

- Note 3.** The charge for a policy of title insurance, when issued through this title order, will be based on the Short Term Rate.

Exhibit "C"
Page 6 of 7

NOTES: (continued)

Title No. 11-5012427-A-CD
Locate No. CAFNT0934-0934-0010-0005012427

Note 4. The application for title insurance was placed by reference to only a street address or tax identification number.

Based on our records, we believe that the description in this report covers the parcel requested, however, if the legal description is incorrect a new report must be prepared.

If the legal description is incorrect, in order to prevent delays, the seller/buyer/borrower must provide the Company and/or the settlement agent with the correct legal description intended to be the subject of this transaction.

Note 5. If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

Note 6. Wiring Instructions for Fidelity National Title Company, Sacramento, CA, are as follows:

| | |
|----------------------|---|
| Receiving Bank: | Citibank (West), F.S.B. 1116 Alhambra Blvd. Sacramento, CA 95816 |
| ABA Routing No.: | 321171184 |
| Credit Account Name: | Fidelity National Title Company - Sacramento Commercial & Industrial 8950 Cal Center Drive, Bldg. 3, Suite 100, Sacramento, CA 95826 |
| Credit Account No.: | 202125712 |
| Escrow No.: | 11-5012427-PA |

These wiring instructions are for this specific transaction involving the Title Department of the Rancho Cordova office of Fidelity National Title Company. These instructions therefore should not be used in other transactions without first verifying the information with our accounting department. It is imperative that the wire text be exactly as indicated. Any extraneous information may cause unnecessary delays in confirming the receipt of funds.

Note 7. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

END OF NOTES

Exhibit "C"
Page 7 of 7

132-02

SEC. 4, 589, POR. SEC. 388, T6N, R5E, M.D.B.M.

BK.119

BK.116

BK.115

BK.114

BK.113

BK.112

BK.111

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Exhibit "D"
Special Provisions

Work to be Performed by City

In addition to the construction of the Gilliam Drive Trail Connector Project adjacent to the District Property, City and its authorized agents and contractor are granted permission to enter onto that portion of the District Property provided in the Agreement for the limited purpose of constructing a galvanized chain link fence, six (6) feet tall, along the District Property's northern property line, adjacent and parallel to the Property. Such fence will be placed approximately six (6) inches inside of the District Property northern property line. Fence components, design, configuration (including gates), elevation, construction, inspection, and related work, including the construction schedule thereof, shall be approved by the District prior to commencement of work, including, if required, approval of plans by the Division of the State Architect. The proposed construction contract work will be included in the Plans and Specifications for the Gilliam Drive Trail Connector Project. The cost of such construction for installation of the fence shall be borne by the City, at no expense to the District. Upon completion of fence installation, City shall have no ownership rights and no duties or responsibilities with respect to maintaining the constructed fence. The fence shall be the District's sole property and the District shall be solely responsible for all maintenance and repair thereto.

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 7

Board Agenda Item

Supplement No. _____

Meeting Date February 3, 2015

Subject:

Division: Facilities and Planning

Resolution to Support Placing a New State School Bond on the 2016 Ballot

Action Requested:

The Board of Education is requested to review and adopt a Resolution to support placing a new state school bond on the 2016 ballot.

Discussion:

On January 9, 2015 the Governor released his proposed 2015/2016 Budget including his ideas for school facilities. Unfortunately the Governor's budget proposal delayed any meaningful or significant plan of action despite the fact that State school facilities funding has been exhausted with approximately \$20 Billion in current and immediate future needs already identified. In addition to expressing his concerns with the current School Facility Program the Governor clearly stated his desire to remove the State from its role of funding K-12 facilities.

The California Constitution requires the State to fund public education, which constitutionally is second in priority only to paying debt obligations. Adequate school facilities is critical in providing meaningful education and as such State school facilities bonds have ensured that local school districts can meet the ever changing needs of education. Moving forward additional funding is critical in preparing students for the 21st Century.

As a result of the Governor's budget proposal, Californians for Quality Schools submitted a Statewide K-12 facilities bond initiative to the California State Attorney General's Office on January 12, 2015, which would place a Statewide Bond on the November 2016 ballot. Shortly after the ballot initiative was filed, two members of the Legislature followed suit by introducing separate bills also calling for statewide K-12 facilities bonds on a 2016 ballot. The initiative and newly introduced bills also come in the wake of the Governor abruptly halting AB 2235 co-authored by Assemblywoman Buchanan, which called for a K-12 facilities bond on the November 2014 ballot. AB 2235 received unanimous and bipartisan support from the Legislature.

As the fifth largest school district in the State, the Elk Grove Unified School has identified growth needs for an additional 40 elementary schools, 7 middle schools and 7 high schools. In addition our District is very diverse not only in terms of our demographics, but also in terms of the age of our school facilities. Therefore besides tremendous growth needs, our District has a significant number of aging facilities that require learning environment and technology upgrades to ensure that all of our students are provided with equitable 21st Century learning environments.

The Administration recommends that the Board of Education adopt Resolution # ___, to support placing a new state school facilities bond on the 2016 ballot.

Financial Summary:

n/a

Prepared By: _____

Division Approval: _____

Robert Pierce

Prepared By: _____

Superintendent Approval: _____

Christopher R. Hoffman

**RESOLUTION OF THE BOARD OF EDUCATION OF THE
ELK GROVE UNIFIED SCHOOL DISTRICT SUPPORTS PLACING A
NEW STATE SCHOOL BOND ON THE 2016 BALLOT**

WHEREAS, the California Constitution finds public education is a state responsibility in Article IX Section 5; and

WHEREAS, Article 1 Section 28 states that public schools shall be safe, secure and peaceful; and

WHEREAS, the state has previously met its constitutional responsibilities through the state funding match of the School Facility Program contained in Division 1, Part 10, Article 12.5 of the Education Code; and

WHEREAS, the School Facility Program is out of funds and cannot provide the state match for almost \$2 billion in projects filed under current law; and

WHEREAS, the Elk Grove Unified School District is currently the fifth largest school district in the state with identified growth needs for 40 additional elementary schools, 7 additional middle schools and 7 additional high schools requiring state facilities funding; and

WHEREAS, the Elk Grove Unified School District is a diverse school district with a significant number of aging facilities requiring learning environment and technology upgrades to ensure that all students are provided with equitable 21st Century learning environments; and

WHEREAS, California's unemployment rate is greater than the national unemployment rate; and

WHEREAS, it is estimated that 13,000 middle class jobs are created for each \$1 billion in school facility infrastructure investment; and

WHEREAS, these jobs include almost all building trades and the jobs will be in all parts of California; and

WHEREAS, the School Facility Program, if funded with state school bonds, provides for career technical education facilities to provide career technical job training to meet the trained workforce needs of California's employers; and

WHEREAS, the new Local Control Funding Formula and Local Control Accountability Plan are intended to improve education achievement for all students but does not include facilities proven to help ensure academic success; and

WHEREAS, academic goals cannot be achieved without 21st Century school facilities designed for instruction to meet today's and tomorrow's students' academic needs; and

WHEREAS, state school bonds do not raise state taxes;

THEREFORE, the Elk Grove Unified School District finds and declares that it supports placing a new state school bond on the 2016 ballot to allow the citizens the opportunity to decide if the state partnership should be funded through a new state school bond.

The foregoing Resolution was adopted by the Board of Education of the Elk Grove Unified School District at a meeting of the Board on _____, 2015, by the following vote:

AYES: _____

NOS: _____

ABSENT: _____

ABSTAIN: _____

President, Board of Education
Elk Grove Unified School District

ATTEST:

Clerk, Board of Education
Elk Grove Unified School District

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 8

Board Agenda Item

Supplement No. _____

Meeting Date 2-3-15

Subject: Approval of Minutes

Department: Board of Education

Action Requested: Approve minutes of the regular board meetings held January 6 and 20, 2015.

Discussion:

Financial Summary:

Prepared By: _____ Department Approval: _____

Prepared By: _____ Superintendent Approval: Christopher R. Hoffman



Agenda Item No. _____

Board Agenda Item

Supplement No. _____

Meeting Date February 3, 2015**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) [9]
2. Leave(s) of Absence
3. Resignation(s)
4. Retirement(s)
5. Returning from Leave(s) of Absence

CLASSIFIED:

APPROVE:

1. New Hire(s) [14]
2. Leave(s) of Absence
3. Promotion(s)
4. Rehire(s)
5. Resignation(s)
6. Retirement(s)
7. Returning from Leave(s) of Absence
8. Status Change(s)

Financial Summary:Prepared by: Bindy Grewal, Ed.D. Departmental Approval:  Brandon Krueger, Ed.D.Prepared by: Evelyn Laluan Superintendent Approval:  Christopher R. Hoffman

ELK GROVE UNIFIED SCHOOL DISTRICT

10

Agenda Item No: _____

Board Agenda Item

Supplement No. _____

Meeting Date February 3, 2015Subject:

APPROVAL OF PURCHASE ORDER HISTORY.

Department: Finance & School SupportAction Requested:

The Board of Education is asked to approve purchase orders for the weeks of January 03, 2015 through January 09, 2015..

Discussion:

The Purchase Order History and Cost Modifications for the month January 03, 2015 through January 09, 2015 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 | 102 | \$ 110,531.91 |
| 09 Elk Grove Charter School Fund | 1 | \$ 5,103.00 |
| 11 Adult Education Fund | 3 | \$ 1,945.78 |
| 35 State School Facilities Fund | 4 | \$ 56,526.84 |
| 49 Special Projects Fund | 1 | \$ 142.34 |

Total Encumbrances \$ 174,249.87

Modifications:

| <u>Fund</u> | <u>Purchase Orders Modified</u> | <u>Purchase Order Modification Costs</u> |
|---------------------------------|---------------------------------|--|
| 01 General Fund | 6 | \$ 99,500.00 |
| 11 Adult Education Fund | 3 | \$ 11,500.00 |
| 35 State School Facilities Fund | 1 | \$ 27,500.00 |

Total Modifications \$ 138,500.00
Financial Summary Grand Total \$ 312,749.87

Prepared By: Ruth DewDivision Approval: Rich FaganPrepared By: Ruth DewSuperintendent Approval: Christopher R. Hoffman

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item
No:

11

Board Agenda Item

Supplement No.

Meeting Date:

February 3, 2015

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 \$86,000 and have been approved by authorized district staff.

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

Financial Summary:

Please see funding information provided on attached schedule.

Prepared By: Carrie Hargis

Carrie Hargis

Division Approval:

Rich Fagan

[Signature]

Prepared By:

Superintendent Approval:

Christopher R. Hoffman

CA

ELK GROVE UNIFIED SCHOOL DISTRICT**Fiscal Services****February 3, 2015 Board of Education Meeting****Agenda Item – Ratification of Contracts**

Contracts under bid limit authorized through 1/21/2015

| | Agreement With | Services Provided | Term of Agreement | Department | Funding Source | Amount |
|----|--|---|--------------------------|--------------------------------------|--|---------------------|
| 1. | Occlink | Independent third party review of Workers' Compensation claims | 1/6/2015 – 6/30/2015 | Risk Management | Workers' Compensation Fund | Estimated \$45,000 |
| 2. | Rosetta Stone | Online access to language lessons for T.R. Smedberg Middle School | 1/8/15 – 1/7/16 | Learning Support Services | General Fund, Unrestricted | \$4,023 |
| 3. | University Enterprises, Inc. (correction to 1/6/15 BAI #16, item #20); correct agency name from CSUS – Mathematics Project | Technical assistance provider for professional development per grant award requirements | 2014-15 | Curriculum and Professional Learning | Bechtel Foundation, Restricted Grant Funds | \$94,582 |
| 4. | Carly Litrik Music Therapy Services (Independent Contractor Agreement) | Music therapy assessment and ongoing music therapy services as outlined on student assessment or IEPs | 1/8/15 – 6/30/15 | Special Education | Special Education Funds | Not to exceed \$700 |
| 5. | eSchool Solutions | SmartFindExpress (substitute employee management system) – Average Hours Worked Module | One-time cost | Human Resources | General Fund, Unrestricted | \$2,500 |

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 12
 Supplement No. _____
 Meeting Date: February 3, 2015

Board Agenda Item

Subject: Acceptance of Gifts

Department: Fiscal Services

Action Requested:

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

Discussion:

| <u>Item</u> | <u>Donor</u> | <u>School/Program</u> | <u>Value</u> | <u>Date Received</u> |
|---------------|----------------------|--|--------------|----------------------|
| Cash Donation | Dana and Amy Kennedy | Joseph Kerr Middle School Music Club | \$100.00 | 1/6/2015 |
| Cash Donation | Mark Tootle | Joseph Kerr Middle School (Music Department) | \$48.66 | 1/6/2015 |
| Cash Donation | Elizabeth Ha | Joseph Kerr Middle School (Music Department) | \$46.03 | 1/6/2015 |
| Cash Donation | Christopher Tootle | Joseph Kerr Middle School (Music Department) | \$48.66 | 1/6/2015 |
| Cash Donation | Robin Taylor | Joseph Kerr Middle School (Music Department) | \$42.08 | 1/6/2015 |
| Cash Donation | Jennifer Branch | Joseph Kerr Middle School (Music Department) | \$42.08 | 1/6/2015 |
| Cash Donation | Dinorah Feliciano | Joseph Kerr Middle School (Music Department) | \$42.08 | 1/6/2015 |
| Cash Donation | Angela Swan | Joseph Kerr Middle School (Music Department) | \$42.08 | 1/6/2015 |
| Cash Donation | Jennifer Villalpando | Joseph Kerr Middle School (Music Department) | \$42.08 | 1/6/2015 |
| Cash Donation | Nancy Ohr | Joseph Kerr Middle School (Music Department) | \$48.66 | 1/6/2015 |
| Cash Donation | Catherine Doan | Joseph Kerr Middle School (Music Department) | \$46.03 | 1/6/2015 |
| Cash Donation | Stephanie Fung | Joseph Kerr Middle School (Music Department) | \$42.08 | 1/6/2015 |
| Cash Donation | Jaime Flores | Joseph Kerr Middle School (Music Department) | \$42.08 | 1/6/2015 |
| Cash Donation | Jimmie Crane | Joseph Kerr Middle School (Music Department) | \$46.03 | 1/6/2015 |
| Cash Donation | Darlene Crane | Joseph Kerr Middle School (Music Department) | \$42.08 | 1/6/2015 |
| Cash Donation | Katie Ferguson | Joseph Kerr Middle School (Music Department) | \$46.03 | 1/6/2015 |
| Cash Donation | Lynnell Cuthbertson | Joseph Kerr Middle School (Music Department) | \$42.08 | 1/6/2015 |
| Cash Donation | Yolanda Cruz | Joseph Kerr Middle School (Music Department) | \$46.03 | 1/6/2015 |
| Cash Donation | Judhromia Johnson | Joseph Kerr Middle School (Music Department) | \$65.75 | 1/6/2015 |
| Cash Donation | Leslie Clarke | Joseph Kerr Middle School (Music Department) | \$42.08 | 1/6/2015 |

| <u>Item</u> | <u>Donor</u> | <u>School/Program</u> | <u>Value</u> | <u>Date Received</u> |
|---------------|------------------|---|--------------|----------------------|
| Cash Donation | Hannah Podrasky | Joseph Kerr Middle School (Music Department) | \$42.08 | 1/6/2015 |
| Cash Donation | Rita Sharma | Joseph Kerr Middle School (Music Department) | \$42.08 | 1/6/2015 |
| Cash Donation | Glenda Bongcaron | Joseph Kerr Middle School (Music Department) | \$42.08 | 1/6/2015 |
| Cash Donation | Aurora Harrison | Joseph Kerr Middle School (Music Department) | \$48.66 | 1/6/2015 |
| Cash Donation | Douglas Baer | Joseph Kerr Middle School (Music Department) | \$42.08 | 1/6/2015 |
| Cash Donation | COHS ASB/E-Scrip | Cosumnes Oaks High School (Principal's Discretion) | \$6,761.03 | 1/14/2015 |

Prepared By:

Carrie Hargis

Carrie Hargis

Division Approval:

Rich Fagan

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Prepared By:

Superintendent Approval:

Christopher R. Hoffman

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ELK GROVE UNIFIED SCHOOL DISTRICT

13

Agenda Item No: _____

Board Agenda Item

Supplement No. _____

Meeting Date February 3, 2015

Subject:

DISPOSAL OF OBSOLETE/SURPLUS PROPERTY.

Department: Finance & School Support

Action Requested:

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

Discussion:

Pursuant to Section 39521 of the Education Code, the Board of Education is asked to authorize Ruth Dew, Director of Purchasing & Warehouse to surplus and/or dispose of these items.

All computers have been deemed uneconomical to repair by the Technology Services Department. Per Technology Services, all sensitive data and/or licenses have been removed from hard drives prior to being picked up from the department/site.

We have engaged local non-profits in an effort to determine their interest in refurbishing these computers to be redistributed to students of need. To date, we have seen no interest since most usable parts are removed prior to disposal.

Records of these items are in the Purchasing & Warehouse Department should you need to review them.

| | | | |
|----------------------------|-----|----------------------------------|------|
| Desktop Computers: | 600 | Office Furniture/Equipment: | 5 |
| Monitors: | 2 | Classroom Furniture/Equipment: | 18 |
| Printers: | 16 | Audio-Visual: | 60 |
| Food & Nutrition Services: | 1 | Obsolete Instructional Material: | 2200 |

Financial Summary:

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

Prepared By: Ruth Dew

Division Approval: Rich Fagan

Prepared By: Ruth Dew

Superintendent Approval: Christopher R. Hoffman

Agenda Item No.: _____

Supplement No.: _____

Meeting Date: February 3, 2015**Board Agenda Item****Subject:**Department: Human Resources

WILLIAMS ACT QUARTERLY REPORT NOTIFICATION

Action Requested:

The Board is asked to receive a report on the Williams Act Quarterly Report Uniform Complaint Process for the period of October 1, 2014 through December 31, 2014.

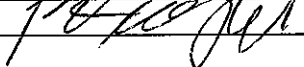
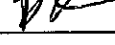

Discussion:

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

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

During the period of October 1, 2014 through December 31, 2014, there were no complaints filed.

Financial Summary:

Prepared By:  Division Approval:  Brandon Krueger, Ed.D.
Prepared By: _____ Superintendent Approval:  Christopher R. Hoffman

Elizabeth Deissroth in Human Resources

From: Brandon Krueger in Human Resources
Sent: Monday, January 12, 2015 9:10 AM
To: Elizabeth Deissroth in Human Resources
Subject: FW: Williams UCP Report Submission

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

From: support@scoe.net [mailto:support@scoe.net]
Sent: Monday, January 12, 2015 9:10 AM
To: Brandon Krueger in Human Resources
Subject: Williams UCP Report Submission

*** COPY OF YOUR SUBMISSION ***

The following Williams UCP Quarterly Report information has been submitted. The form was submitted on 01/12/15. Questions about this report should be directed to Cyndi Kroeck: (916) 228-2672 or ckroeck@scoe.net.

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

TITLE: Associate Superintendent, Human Resources

PHONE: (916) 686-7797 ext. 7692

EMAIL: bkrueger@egusd.net

DISTRICT: Elk Grove Unified School District

YEAR: 2014

QUARTER: Quarter 2 (October-December)

PRESENTED_TO_DISTRICT: Yes

TEXTBOOKS_NUM_COMPLAINTS: 0

TEXTBOOKS_NUM_RESOLVED: 0

TEXTBOOKS_NUM_UNRESOLVED: 0

FACILITIES_NUM_COMPLAINTS: 0

FACILITIES_NUM_RESOLVED: 0

FACILITIES_NUM_UNRESOLVED: 0

TEACHERS_NUM_COMPLAINTS: 0

TEACHERS_NUM_RESOLVED: 0

TEACHERS_NUM_UNRESOLVED: 0

CAHSEE_NUM_COMPLAINTS: 0

CAHSEE_NUM_RESOLVED: 0

CAHSEE_NUM_UNRESOLVED: 0

Sender: 207.166.54.97 Mozilla/5.0 (compatible; MSIE 9.0; Windows NT 6.1; WOW64; Trident/5.0)

ELK GROVE UNIFIED SCHOOL DISTRICT

15

Agenda Item No: _____

Board Agenda Item

Supplement No. _____

Meeting Date February 3, 2015

Subject:

Department: Human Resources

BOARD POLICIES: SECOND READING

5145.3 NONDISCRIMINATION/HARASSMENT/INTIMIDATION/BULLYING

Action Requested:

The Board of Education is asked to approve modifications to Board Policy 5145.3, Nondiscrimination/Harassment/Intimidation/Bullying.

Discussion:

Financial Summary:

Prepared By: L. Deissroth Division Approval: Brandon Krueger, Ed.D. 

Prepared By: _____ Superintendent Approval: Christopher R. Hoffman 

NONDISCRIMINATION/HARASSMENT/INTIMIDATION/BULLYING

District programs and activities shall be free from discrimination, including harassment, intimidation and bullying based on a student's actual or perceived disability, sex, gender, gender identity, gender expression, nationality, race, ethnicity, color, ancestry, religion, sexual orientation, age, marital or parental status, or association with a person or group with one or more of these actual or perceived characteristics. This policy applies to all acts related to school activity or school attendance occurring within a school under the jurisdiction of the District Superintendent.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5131.2 - Bullying)

(cf. 6164.6 - Identification and Education Under Section 504)

The Governing Board shall ensure equal opportunities for students in admission and access to educational programs, guidance and counseling programs, athletic programs, testing procedures, and other activities, regardless of a student's actual or perceived disability, sex, gender, gender identity, gender expression, nationality, race, ethnicity, color, ancestry, religion, sexual orientation, age, marital or parental status, or association with a person or group with one or more of these actual or perceived characteristics. Lack of English language skills will not be a barrier to admission and participation in career technical education programs. Eligibility for cocurricular or extracurricular programs, such as choral and cheerleading, shall be determined on the basis of objective competencies. School staff and volunteers shall carefully guard against segregation, bias and stereotyping in instruction, guidance and supervision.

(cf. 1240 - Volunteer Assistance)

(cf. 6145.2 - Interscholastic Competition)

(cf. 6162.5 - Standardized Testing)

~~In some situations, the district may have to provide individualized accommodation to a student to protect him/her from discrimination, harassment and bullying based upon gender identity or gender expression. Such an accommodation may include providing a student adequate access to appropriate facilities, such as restrooms. The schools may also provide male and female students with separate sex education classes in order to respect student modesty. In physical education, when objective standards have an adverse effect on students because of their gender, race, ethnic group or disability, other standards shall be used to measure achievement and create comparable educational opportunities.~~

Pursuant to California Education Code section 221.5, a pupil shall be permitted to participate in sex-segregated school programs and activities, including athletic teams and competitions, and use facilities consistent with his or her gender identity, irrespective of the gender listed on the pupil's records. Any student may request the use of private or unisex restroom facilities for increased privacy. The District endeavors to protect the privacy of all students.

NONDISCRIMINATION/HARASSMENT/INTIMIDATION/BULLYING (continued)

Policies and procedures related to the types of unlawful discrimination, including harassment, intimidation and bullying described above must also be consistent with student free speech rights under the First Amendment and Education Code sections 48907 and 48950. Education Code section 48907 protects students' speech rights, except to the extent student speech is obscene, libelous, or slanderous, or constitutes speech that incites pupils as to create a clear and present danger of the commission of unlawful acts on school premises or the violation of lawful school regulations, or the substantial disruption of the orderly operation of the school. Education Code 48950 provides that no district with one or more high schools shall make or enforce any rule subjecting a high school student to disciplinary sanctions solely on the basis of speech or other communication that would be constitutionally protected if engaged in outside of campus. Education Code 48950 states that it does not prohibit discipline for harassment, threats or intimidation unless constitutionally protected. As a general rule, harassment, threats, intimidation and bullying directed at an individual or group are not constitutionally protected, and whether such speech might be entitled to constitutional protection will be determined on a case-by-case basis, with consideration for the specific words used and the circumstances involved. This assessment will also question whether the conduct is prohibited because it is based upon a person's actual or perceived disability, sex, gender, gender identity, gender expression, nationality, race, ethnicity, color, ancestry, religion, sexual orientation, age, marital or parental status, or association with a person or group with one or more of these actual or perceived characteristics.

Prohibited discrimination, harassment, intimidation and bullying includes physical, verbal, nonverbal, or written conduct based on one of the categories listed above that is so severe and pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

The Board prohibits discrimination, harassment, intimidation and bullying of any student by an employee, student or other person in the district based on actual or perceived disability, sex, gender, gender identity, gender expression, nationality, race, ethnicity, color, ancestry, religion, sexual orientation, age, marital or parental status, or association with a person or group with one or more of these actual or perceived characteristics. District staff shall be on the alert for and immediately responsive to student conduct which may interfere with another student's ability to participate in or benefit from school services, activities or privileges. If district staff witnesses an action of discrimination, harassment, intimidation and bullying, he or she must take immediate steps to intervene when safe to do so.

The district prohibits retaliatory behavior against any complainant or any participant in the complaint process. Each complaint of discrimination, harassment, intimidation and bullying shall be promptly investigated in a way that respects the privacy of all parties concerned.

NONDISCRIMINATION/HARASSMENT/INTIMIDATION/BULLYING (continued)

(cf. 5131.2 - Bullying)

(cf. 5145.2 - Freedom of Speech/Expression: Publications Code)

(cf. 5145.7 - Sexual Harassment)

Students who harass, intimidate or bully other students on these prohibited bases shall be subject to appropriate counseling and discipline, up to and including expulsion. An employee who permits or engages in such harassment, intimidation and bullying may be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/disciplinary Action)

(cf. 5131.2 - Bullying)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

Any student who feels that he/she is being discriminated against, harassed, intimidated or bullied because of actual or perceived disability, gender, sex, gender identity, gender expression, nationality, race, ethnicity, color, ancestry, religion, sexual orientation, age, marital or parental status, or association with a person or group with one or more of these actual or perceived characteristics, should immediately contact the principal or designee; and if unable to contact the principal or designee, such a student should immediately contact any other member of district staff. In addition to informal resolution of complaints of discrimination, harassment, intimidation and bullying at the site level through a complaint to the site principal or designee, a written complaint can be filed in accordance with the district's Uniform Complaint Procedures (BP 1312.3). Policies explaining complaint procedures are available at all school sites and at the Education Center.

(cf. 1312.3 - Uniform Complaint Procedures)

In the event of a complaint regarding gender equity or sexual harassment, or discrimination, including harassment, intimidation and bullying because of actual or perceived disability, sex, gender, gender identity, gender expression, nationality, race, ethnicity, color, ancestry, religion, sexual orientation, age, marital or parental status, or association with a person or group with one or more of these actual or perceived characteristics, contact one of the following Title IX and Nondiscrimination Coordinators:

For complaints against employees:

Associate Superintendent, Human Resources, (916) 686-7795; 9510 Elk Grove-Florin Road, Elk Grove, CA 95624.

NONDISCRIMINATION/HARASSMENT/INTIMIDATION/BULLYING (continued)

For student against student complaints:

Associate Superintendent, PreK-6 Education, (916) 686-7704; 9510 Elk Grove-Florin Road, Elk Grove, CA 95624; or
Associate Superintendent, Secondary Education, (916) 686-7706, 9510 Elk Grove-Florin Road, Elk Grove, CA 95624.

In the event of a complaint regarding discrimination based upon an actual or perceived mental or physical disability, contact the District's Director of Student Support and Health Services (916) 686-7797, 9510 Elk Grove-Florin Road, Elk Grove, CA 95624.

Legal Reference:

CIVIL CODE

1714.1 Liability of parents/guardians for willful misconduct minor

EDUCATION CODE

40 Prohibited sex discrimination

41 School-sponsored athletic programs; prohibited sex discrimination

200 et seq. Prohibition of discrimination on the basis of sex

48900-48925 Suspension or expulsion

48900.2 Suspension or expulsion for sexual harassment

48900.3 Suspension or expulsion for act of hate violence

48900.4 Suspension or expulsion for threats or harassment

48904 Liability of parent/guardian for willful student misconduct

48907 Student exercise of free expression

48950 Freedom of speech

49020 et seq. Athletic programs

51006 et seq. Equitable access to technological education programs

51500 Prohibited instruction or activity

51501 Prohibited means of instruction

60044 Prohibited instructional materials

CODE REGULATIONS, TITLE 5

4621 District policies and procedures

4622 Notice Requirements

PENAL CODE

422.5 Definition of hate crime

UNITED STATES CODE, TITLE 42

2000d & 2000e et seq. Title VI & VII, Civil Rights Act of 1964 as amended

2000h-2 et seq. Title IX, 1972 Education Act Amendments

CODE OF FEDERAL REGULATIONS, TITLE 34

100.3a Prohibition of discrimination on basis of race, color or national origin

106.8 Designation of responsible employee

Students

BP 5145.3(e)

NONDISCRIMINATION/HARASSMENT/INTIMIDATION/BULLYING (continued)

106.9 Notification of nondiscrimination on basis of sex

Policy

Adopted: October 29, 1984

Revised: June 19, 1995

April 6, 1998

June 7, 1999

July 1, 2002

June 19, 2012

ELK GROVE UNIFIED SCHOOL DISTRICT
Elk Grove, California