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
June 3, 2014
Closed Session – 4:30 p.m.
Regular Session – 6:00 p.m.

Item

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.

CLOSED SESSION – 4:30 p.m.

1. Conference with Labor Negotiators
   Agency designated representatives: Glen De Graw, Richard Fagan,
   Steven M. Ladd, Karen Rezendes
   Employee Organization: All Elk Grove Unified School District Bargaining
   Units and Classified Unrepresented Employees (AFSCME, ATU,
   CSEA, EGEA, EGTEAMS, PWSA)

2. Conference with Legal Counsel – Anticipated Litigation – Significant
   Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d)
   of Section 54956.9 – 1 potential case

RECEPTION FOR EMPLOYEES OF THE YEAR – 5:30-6:00 p.m.

OPEN MEETING - 6:00 p.m.

I. Pledge of Allegiance
   5 Minutes

II. Presentations/Recognitions

   3. 2013-14 Employees of the Year Recognition
   15 Minutes

4. United Way Recognition
   5 Minutes

5. 2013 FFA California State Judging Contest Finals
   5 Minutes

6. Recognition of the Laguna Creek High School Solar Racing Team
   5 Minutes
AGENDA
ELK GROVE UNIFIED SCHOOL DISTRICT
Regular Meeting of the Board of Education
June 3, 2014

Item                                                                 Time – Approximate
III. Student Expulsion Recommendations                                      5 Minutes
    7. Request for Student Expulsions
IV. LCAP Update                                                               10 Minutes
    8. Local Control Accountability Plan (LCAP) Update
V. Budget Update                                                             15 Minutes
    9. 2014-15 Budget Update and Multi-Year Projections
VI. Public Comment
VII. Bargaining Units
VIII. Reports
IX. Public Hearing/Action Items                                             5 Minutes
    10. Adjustment to School Facilities Fees
X. Discussion Items                                                          5 Minutes
    11. Student Athlete and Parent Handbook
XI. Discussion/Action Items
XII. Action Items                                                            5 Minutes
    12. Declaration of Need for Fully Qualified Educators for 2014-15
XIII. Board Member and Superintendent Reports
XIV. Consent Agenda – Action                                                  5 Minutes
    13. Approval of Minutes
    14. Personnel Actions
    15. Resolution Regarding Board Member Absence
    16. Approval of Purchase Order History
    17. Acceptance of Gifts
    18. Disposal of Obsolete/Surplus Property
    19. Ratification of Contracts
    20. Student Teaching Agreement between the District and California State University, Sacramento
XIV. Consent Agenda – Action (Continued)

21. New Student Teaching Agreement between District and Grand Canyon University
22. New High School Courses
23. Instructional Materials Adoption
24. Transition Partnership Program (TPP) Contract
25. Approval to Participate in Nor-Cal Schools Joint Powers Association
26. Approval for the District Transportation Department to Enter Into a Purchase Agreement for One (1) Special Education Bus
27. Receipt of Bids and Award of Contract for Field Intervention Services, RFP #551-13/14
28. Carl D. Perkins Career and Technical Education Act Funding Applications for Program Year 2014
29. Elk Grove Unified School District (EGUSD) Post Construction SWMP Standards
30. Marion Mix Elementary School, Change Order No. 2
31. Classroom Modifications at Sierra Enterprise Elementary School, Award of Contract – Lease/Leaseback (LLB)

XV. Other Action Items

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

XVI. Information Items

33. Other Items from the Floor 5 Minutes
34. 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.
Subject: 2013-2014 EMPLOYEES OF THE YEAR

Department: Human Resources

Action Requested:
The Board is asked to recognize the 2013-2014 Employees of the Year.

Discussion:
Representatives from American Federation of State, County, and Municipal Employees (AFSCME); Amalgamated Transit Union (ATU); California School Employees Association (CSEA); Elk Grove Education Association (EGEA); and Elk Grove Team for Education/Administrative Management and Support (EGTEAMS) - Elk Grove Administrative Team (EGAT) and Elk Grove Business and Educational Support Team (EGBEST) received dozens of nomination forms submitted by members of each employee group and selected luminaries deserving recognition. The 2013-2014 Employees of the Year are as follows:

AFSCME
• Kathy Hall, Office Assistant I, Healthy Start Family Resource Center at Valley High School

ATU
• Kenneth “Ken” Davey, Journey Mechanic II, Transportation Department

CSEA
• Pargat Hundal “Mr. Singh”, Paraeducator Severely Disabled, Roy Herburger Elementary School

EGEA
• Patricia Burgess, Teacher – Third Grade, John Ehrhardt Elementary School
• Karen Sarafian-Hames, Teacher – Second Grade, Foulks Ranch Elementary School

EGTEAMS:

EGAT
• Yuri Penermon, Principal, James Rutter Middle School (Certificated Administrator)

EGBEST
• Jill Gayaldo, Director, Transportation Department (Classified Administrator)
• Christine Morse, Senior Administrative Assistant, Secondary Education (Confidential/Supervisory)
• Valerie English, Personnel Technician III, Human Resources Department (Administrative Support)

We offer them our congratulations on receiving this honor.

Financial Summary:

Prepared By:  
Division Approval:  Glen De Graw

Prepared By:  
Superintendent Approval:  Steven M. Ladd, Ed.D.
Subject: Recognition of United Way Committee Members and District Personnel for Outstanding Contributions

Division: Administration

Meeting Date: June 3, 2014

Action Requested: The Board of Education is asked to recognize members of the 2013 United Way Campaign Committee and District personnel for their outstanding contributions.

Discussion:

This year, the Elk Grove Unified School District once again had outstanding participation in the United Way Campaign. The District raised $65,316 through this year’s United Way Campaign.

The 2013 United Way Campaign Committee members include:

Campaign Chair: Torrey Johnson, Communications
Committee Members: Jodi Boyle, Cosumnes River Elementary School
Frank Cody, Technology Services
Carly Davenport, Franklin High School
Marlinda Escudero, Facilities and Planning
Lynn Garverick, Robert J. Fite Elementary School
Brian Kincaid, Toby Johnson Middle School
Shannon Stenroos, Fiscal Services
Aimee Worth, Herman Leimbach Elementary School

Financial Summary:

Prepared By: Arlene Hein
Division Approval: 

Prepared By: 
Superintendent Approval: Steven M. Ladd, Ed.D.
Subject: 2014 FFA California State Judging Contest Finals

Action Requested:
The Board of Education is asked to recognize Elk Grove Unified School District students who received recognition at the 2014 FFA State Finals contests.

Discussion:
The Board is asked to recognize Elk Grove Unified School District students who competed with over 2000 students from throughout California and were recognized for their achievements in agriculture.

~PLACEHOLDER FOR STUDENT NAMES~

Financial Summary:
N/A

Prepared By: Kathy Hamilton
Division Approval: Christine Penna
Prepared By: ____________________________ Superintendent Approval: Steven M. Ladd, Ed.D.
Subject: Recognition of Laguna Creek High School Solar Racing Team

Action Requested:
The Board is asked to recognize Instructor/Coach Eric Johnson and the students of the Laguna Creek High School Solar Racing Team for their achievement in SMUD's Northern California Solar Regatta.

Discussion:
On Friday May 16th, two solar boat racing teams from Laguna Creek High School traveled to SMUD's Rancho Seco Recreation Area to compete in the third annual Northern California Solar Regatta. The junior team won the Endurance event while the senior team captured the Sprint, Slalom and Championship Trophies. By winning the Championship award, the racing teams had the opportunity to compete the following day at the collegiate level, the first year this level has been offered. They won all three events at the collegiate level and set the bar high for next year's competition.

The Solar Racing Team is currently preparing a boat to travel with them to Monte Carlo in July to compete in the Solar1 World Cup Solar Boat Finals.

We congratulate Coach Johnson and his team for this outstanding accomplishment.

Financial Summary:

Prepared By: ____________________________
Division Approval: Christina C. Penna

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

Approval: Mark Cerutti

Prepared By: ______________________________

Superintendent Approval: Steven M. Ladd, Ed.D.
Subject:  
2014-15 Budget Update & Multiyear Projections

Department:  
Budget

Action Requested:

The Board is asked to hear a report regarding updated information for the 2014-15 State budget and review of the unrestricted general fund multiyear projections.

Discussion:

The attached unrestricted general fund multiyear projection includes final adjustments to 2013-14 fiscal year as well as the most recent board approved priorities as well as the proposed changes in 2014/15 Governor’s May revise budget.

Attachment to Follow

Financial Summary:

Prepared By: Shannon Stenroos  
Division Approval: Rich Fagan

Prepared By:  
Superintendent Approval: Steven M. Ladd, Ed.D.
ELK GROVE UNIFIED SCHOOL DISTRICT

Board Agenda Item

Subject: Adjustment to School Facilities Fees

Division: Facilities and Planning

Meeting Date: June 3, 2014

Agenda Item No: 10

Supplement No.

Action Requested:
The Board is asked to 1) conduct a public hearing to receive oral and written comments regarding the adjustment to the school facilities fees, 2) close to the public hearing, 3) review, consider and adopt the findings contained in Resolution No. 65, 2013-14 and Resolution No. 66, 2013-14 approving the April 2014 School Facilities Needs Analysis/Fee Justification Study and the increased Level 1 Fee for commercial development and the increased Level 2 and Level 3 Fees for residential development identified therein.

Discussion:
Pursuant to Education Code Section 17620, Government Code Section 65995, and Government Code Section 66016 et seq., the District is required to adopt a Fee Justification Study in order to levy the increased statutory (“Level 1”) school fees on commercial/industrial development recently approved by the State Allocation Board. Pursuant to Education Code Section 17620 and Government Code Sections 65995 et seq., the District is also required to adopt a School Facilities Needs Analysis (“SFNA”) in order to justify the levy of alternative school fees (“Level 2 Fees” and “Level 3 Fees”) on new residential development.

The April 2014 combination SFNA/Fee Justification Study, prepared by Odell Planning & Research, Inc., demonstrates that the District can impose $4.87 per square foot in Level 2 Fees and $9.73 per square foot in Level 3 Fees on new residential construction and justifies the District charging the statutory Level 1 commercial school fee of $0.54 per square foot. Prior to adopting the SFNA/Fee Justification Study, the Board must conduct a public hearing and respond to any comments it receives.

This new Level 2 rate of $4.87 per square foot represents an increase of $0.20 or approximately 4.3% over the current rate of $4.67 per square foot. The increased fee is primarily a result of an increase in the amount of the state’s construction cost allowance, higher site acquisition costs and a slight increase in our student yield factors. To put this into perspective, based upon the proposed new rate, the school impact fee for the construction of a new 2,500 square foot home in our district would go up from $11,675 to $12,175.

Level 3 fees are collected only in the event that the State Allocation Board (SAB) is no longer apportioning funds for new construction, and the SAB has notified the Secretary of the Senate and Chief Clerk of the Assembly, in writing, of the determination that such funds are no longer being allocated. However in June 2012, Senate Bill 1016 precludes school districts from levying Level 3 Developer Fees. The exact length of the suspension depends on certain factors. The suspension will automatically end if a statewide school facilities bond passes anytime before December 31, 2014. Further, if a bond is not placed on the November 4, 2014 ballot by August 31, 2014, the suspension will end on September 1, 2014. If none of these events occur, the suspension will terminate on December 14, 2014.

The District’s April 2014 SFNA/Fee Justification Study is attached and was made available for public review beginning on May 2, 2014, as required by law for the adoption of alternative school fees. At the May 6, 2014, meeting, the Board of Education received information regarding the April 2014 SFNA/Fee Justification Study and the proposed school impact fee adjustments.

It is recommended that the Board conduct a public hearing and review, consider, and adopt the findings contained in Resolution No. ___, 2013-14 and Resolution No. ___, 2013-14 approving the April 2014 School Facilities Needs Analysis/Fee Justification Study and adopting the Level 1 Fee for commercial and industrial development and the increased Level 2 and Level 3 Fees for residential development identified therein.

School facilities fee adjustments are not subject to the provisions of the California Environmental Quality Act (CEQA).

Financial Summary: N/A

Prepared By: Kim Williams

Division Approval: Robert Pierce

Prepared By: Bill Heinricke

Superintendent Approval: Steven M. Ladd, Ed.D.
RESOLUTION NO. 65

A RESOLUTION OF THE GOVERNING BOARD OF THE ELK GROVE UNIFIED SCHOOL DISTRICT APPROVING THE INCREASE OF STATUTORY SCHOOL FEES IMPOSED ON RESIDENTIAL, COMMERCIAL AND INDUSTRIAL DEVELOPMENT PURSUANT TO EDUCATION CODE SECTION 17620 AND GOVERNMENT CODE SECTION 65995

WHEREAS, the Governing Board ("Board") of the Elk Grove Unified School District ("District") provides for the educational needs for students in grades K-12 within the City of Elk Grove ("City"), the City of Sacramento, the City of Rancho Cordova, as well as the unincorporated areas of Sacramento County ("County"); and

WHEREAS, Education Code Section 17620 et seq. and Government Code Section 65995 authorize the governing board of any school district within the State of California ("State") to levy a fee against new residential, commercial and industrial development projects within the school district for the purpose of funding the construction and reconstruction of school facilities; and

WHEREAS, the Board has previously adopted and imposed statutory school fees in the amount of $.51 per square foot of new commercial and industrial development in accordance with the fee justification study previously adopted by the District ("Statutory School Fees"); and

WHEREAS, pursuant to Government Code Section 65995(b)(3), the State Allocation Board, at its January 22, 2014, meeting, increased the maximum amount of the Statutory School Fees to $.54 per square foot of new commercial and industrial development as provided in Government Code Section 65995(b)(2); and

WHEREAS, the Board has determined that the school facilities of the District continue to operate at overcapacity and that the educational programs are seriously impacted by the increasing student population caused by new commercial and industrial development within the boundaries of District; and

WHEREAS, new development continues to generate additional students for the District's schools and the District is required to accommodate such students; and

WHEREAS, the District does not have sufficient funds available for the construction or reconstruction of school facilities, including acquisition of school sites, construction of
permanent school facilities, and interim school facilities to accommodate students generated from new development; and

WHEREAS, the Board has reviewed, considered, and based its findings on the reports prepared by ODELL Planning & Research, Inc. entitled "Development Fee Justification Study/School Facilities Needs Analysis" ("SFNA/Fee Study") and dated April 2014, which analyzes the District's current school facilities, the estimated number of students which will be generated by new residential, commercial and industrial development within the District, and the estimated costs which will be required to construct permanent school facilities to accommodate the students generated by such new development; and

WHEREAS, the findings in the SFNA/Fee Study demonstrate that the estimated costs of providing school facilities for students generated by new development will exceed the maximum amount of revenue which will be collected from Statutory School Fees levied pursuant to Education Code Sections 17620 et seq., and Government Code Section 65995; and

WHEREAS, the SFNA/Fee Study justifies the District's imposition of Statutory School Fees on new commercial and industrial construction as set forth in this Resolution by analyzing specific categories of commercial and industrial development which were determined to impact the District's school facilities based upon the square footage of the construction, the anticipated number of employees and the number of new students generated by such employees; and

WHEREAS, this Board deems it to be necessary, desirable and in the best interest of the students, teachers, parents and electorate of the District that the Statutory School Fees levied by the District under Education Code Sections 17620, 17623 and Government Code Section 65995 increase to $0.54 per square foot of new commercial and industrial development; and

WHEREAS, the Statutory School Fees levied against new commercial and industrial development will be used to finance school facilities necessary to accommodate students generated from such new development, including but not limited to, acquisition of new school sites, remodeling of existing school facilities, acquiring and installing additional portable classrooms and related facilities in accordance with Education Code Section 17620; and

WHEREAS, the SFNA/Fee Study has been reviewed by the Board and District staff in accordance with the California Environmental Quality Act ("CEQA"); and

WHEREAS, no city or county may issue a building permit for any new residential, commercial or industrial development within the District absent a certification by the District of
compliance by the owner/developer with the requirements regarding school facilities fees as set forth in Education Code Section 17620 et seq., and Government Code Section 65995; and

WHEREAS, the appropriate land use jurisdictions will be notified of the adoption of the SFNA/Fee Study and the increased Statutory School Fees levied by the District; and

WHEREAS, the District (1) has published notice of and made available to the public, at least ten (10) days prior to its public meeting, the SFNA/Fee Study and data indicating the estimated cost required to provide the service for which the increased Statutory School Fees are levied and the revenue sources anticipated to provide the service as demonstrated in the Studies; (2) has mailed notice at least fourteen (14) days prior to this meeting to all interested parties who have requested, in writing, notice of adoption of a fee justification study for the levy of Statutory School Fees pursuant to Government Code Section 65995; and (3) has held a duly noticed, regularly scheduled public meeting at which oral and written testimony was received regarding the SFNA/Fee Study and the proposed increase in Statutory School Fees.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE ELK GROVE UNIFIED SCHOOL DISTRICT AS FOLLOWS:

Section 1. The Board has reviewed the SFNA/Fee Study and hereby adopts the findings contained therein.

Section 2. The Board establishes the Statutory School Fees levied against all new commercial and industrial development as provided in Government Code Section 65995(b)(2), as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Fee</th>
</tr>
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<tbody>
<tr>
<td>Retail/Service</td>
<td>$0.54</td>
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<tr>
<td>Office</td>
<td>$0.54</td>
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<tr>
<td>Hospitals</td>
<td>$0.54</td>
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<tr>
<td>Light and Heavy Industrial</td>
<td>$0.54</td>
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<tr>
<td>Warehouse</td>
<td>$0.54</td>
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<tr>
<td>Lodging</td>
<td>$0.54</td>
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<tr>
<td>Self-Storage</td>
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Section 3. The Board has reviewed the SFNA/Fee Study and finds, based upon the SFNA/Fee Study, information and testimony presented in conjunction therein, as follows:

Section 3.1. New commercial and industrial development will result in a substantial increase in student enrollment which will require the District to provide additional school facilities to accommodate new growth, and therefore a reasonable relationship exists between the District's Statutory School Fees, which are necessary to fund the construction and reconstruction of school facilities to accommodate such new growth, and the types of development on which the Statutory School Fees will be imposed.

Section 3.2. New commercial and industrial development will result in a substantial increase in student enrollment which will require the District to provide additional school facilities and therefore a reasonable relationship exists between the District's need for new and reconstructed school facilities and the types of development on which the Statutory School Fees will be imposed.

Section 3.3. Statutory School Fees levied on new commercial and industrial development will be used to finance school facilities necessary to serve students generated from such development.

Section 4. The Board finds that a separate account has been established for the deposit of Statutory School Fee revenue collected from commercial/industrial development and that said account has at all times since been separately maintained, except for temporary investments, from other funds of the District.

Section 5. The Board finds that the funds of the account, described in Section 5, consisting of the proceeds of Statutory School Fees have been imposed for the purposes of constructing and reconstructing those school facilities necessitated by new commercial/industrial development, and that, these funds may be expended for those purposes. The Statutory School Fee revenue may also be expended by the District for the costs of performing any study or otherwise making the findings and determinations required under subdivisions (a), (b), and (d) of Section 66001 of the Government Code. In addition, the District may also retain, as appropriate, an amount not to exceed in any fiscal year, three percent (3%) of the Statutory School Fee revenue collected in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the administrative costs incurred by the District in collecting the Statutory School Fees.
Section 6. The Board hereby establishes a process that provides the party against whom the commercial/industrial Statutory School Fees are imposed an opportunity for a hearing to appeal the imposition of Statutory School Fees on a commercial/industrial development project as required by Education Code Section 17621(e)(2). The appeal process is as follows:

Section 6.1. Within ten (10) calendar days of being notified, in writing, by personal delivery or deposit in the U.S. Mail, of the commercial and industrial Statutory School Fees to be imposed on a particular commercial and industrial project, or within ten (10) calendar days of paying the commercial and industrial Statutory School Fees pursuant to Education Code Section 17620(a)(1)(A), a party shall file a written appeal with the District’s Associate Superintendent of Facilities and Planning or his/her designee regarding the imposition of commercial and industrial Statutory School Fees. The party shall state in the written appeal the grounds for opposing the imposition of commercial and industrial Statutory School Fees and the written appeal shall be served by personal delivery or certified or registered mail to the Associate Superintendent of Facilities and Planning or his/her designee.

Section 6.2. The possible grounds for an appeal include, but are not limited to, the inaccuracy of including the project within the category pursuant to which the commercial and industrial Statutory School Fees are to be imposed or that the employee generation or student generation factors utilized under the applicable category are inaccurate as applied to the project.

Section 6.3. The Associate Superintendent of Facilities and Planning or his/her designee shall render a written decision within thirty (30) calendar days following the receipt of the written appeal, unless an extension is agreed to by both parties. The Associate Superintendent of Facilities and Planning or his/her designee shall deliver the written decision by certified or registered mail to the last known address of the party.

Section 6.4. The party against whom the commercial and industrial Statutory School Fees are imposed may appeal to the Board the decision of the Associate Superintendent of Facilities and Planning or his/her designee. Any appeal to the Board must be filed within ten (10) calendar days of receipt of the Associate Superintendent of Facilities and Planning’s written decision.

Section 6.5. The party appealing to the Board the decision of the Associate Superintendent of Facilities and Planning or his/her designee shall state in the written
appeal to the Board the grounds for opposing the decision of the Associate Superintendent of Facilities and Planning or his/her designee. The written appeal shall be served by personal delivery or certified or registered mail to the President of the Board.

Section 6.6. The possible grounds for an appeal to the Board of the decision of the Associate Superintendent of Facilities and Planning or his/her designee include, but are not limited to, the inaccuracy of including the project within the category pursuant to which the commercial and industrial Statutory School Fees are to be imposed or that the employee generation or student generation factors utilized under the applicable category are inaccurate as applied to the project.

Section 6.7. Within ten (10) calendar days of receipt of the written appeal to the Board of the decision of the Associate Superintendent of Facilities and Planning or his/her designee regarding the imposition of commercial and industrial Statutory School Fees, the Board Secretary or his designee shall give notice in writing of the date, place and time of the hearing before the Board, to the party appealing the decision of the Associate Superintendent of Facilities and Planning or his/her designee. The Board shall notice and conduct said hearing at the next available regular or special meeting of the Board, provided that the appealing party is given notice at least five (5) calendar days prior to the meeting of the Board. The Board shall render a written decision on the appeal within thirty (30) calendar days following the Board’s hearing on the party’s appeal, and serve the Board’s decision by certified or registered mail to the last known address of the appealing party.

Section 6.8. The party appealing the imposition of the commercial and industrial Statutory School Fees shall bear the burden of establishing that the commercial and industrial Statutory School Fees are improper.

Section 7. No statement or provision set forth in this Resolution, or referred to herein shall be construed to repeal any preexisting fee previously imposed by the District on any residential or nonresidential development.

Section 8. The Board finds and determines that the adoption or imposition of Statutory School Fees in accordance with Government Code Section 65995 is statutorily exempt from CEQA pursuant to Code Section 17621(a).

Section 9. District staff is directed to file a Notice of Exemption with the Sacramento County Clerk’s Office.
Section 10. District staff is hereby instructed to work with the appropriate land use jurisdictions to ensure compliance with Education Code Section 17620(b), which provides that no city or county may issue a building permit for any development project within the District without certification by the District of compliance by that development project with the school facilities fee requirements of this Resolution. The Board determines that Statutory School Fees are not subject to Government Code Section 66007, and that a Certificate of Compliance is required, prior to the issuance of any building permit.

Section 11. District staff is hereby instructed to transmit certified copies of this Resolution, accompanied by all relevant supporting documentation including the SFNA/Fee Study and a map of the boundary area of the District subject to the Statutory School Fees, to all appropriate land use jurisdictions issuing building permits within the District, informing each of them of the District's current school facilities fee for development projects.

Section 12. The Statutory School Fees designated herein shall take effect sixty (60) days from the date of this Resolution.

PASSED AND ADOPTED this 3rd day of June 2014, by the following vote:

AYES: ____________

NOES: ____________

ABSTAIN: ____________

ABSENT: ____________

President, Governing Board
Elk Grove Unified School District

ATTEST:

Secretary, Governing Board
Elk Grove Unified School District
RESOLUTION NO. 66

A RESOLUTION OF THE GOVERNING BOARD OF THE
ELK GROVE UNIFIED SCHOOL DISTRICT
ADOPTING A SCHOOL FACILITIES NEEDS ANALYSIS AND
ESTABLISHING AND ADOPTING ALTERNATIVE SCHOOL FACILITY
FEES IN ACCORDANCE WITH GOVERNMENT CODE
SECTIONS 65995.5, 65995.6, AND 65995.7

WHEREAS, the Governing Board of the Elk Grove Unified School District
(“Board”) has elected to participate in the school facilities funding program established
pursuant to the Leroy F. Greene School Facilities Act of 1998 (“Act”) for both
modernization and new construction projects; and

WHEREAS, under the Act, the Board may establish fees to offset the cost of
school facilities made necessary by new construction following the making of certain
findings; and

WHEREAS, the Elk Grove Unified School District (“District”) has undertaken a
review of its eligibility to establish fees under the Act; and

WHEREAS, the District has completed and certified State Allocation Board
(“SAB”) Form 50-04 (Application for Funding) and SAB Form 50-05 (Fund Release
Authorization) for new construction funding prior to the adoption of this Resolution; and

WHEREAS, at least twenty percent (20%) of the District's teaching stations are
relocatable classrooms; and

WHEREAS, the District meets the bonding capacity requirements of the Act; and

WHEREAS, the District has prepared an analysis entitled "Schools Facility
Needs Analysis/Development Fee Justification Study,” dated April 2014, (the “Needs
Analysis”) for purposes of adopting alternative school facility fees pursuant to
Government Code Sections 65995.5 (“Level 2 Fee”) and 65996.7 (“Level 3 Fee”)
(collectively referred to as “Alternative School Facility Fees”) in accordance with
applicable law; and

WHEREAS, the Board has reviewed and considered the Needs Analysis which
includes all of the findings required by applicable law, including an analysis of the
purpose of the Alternative School Facility Fees and the reasonable relationship between the Alternative School Facility Fees and the need for new school facilities to accommodate students generated from new residential construction; and

WHEREAS, the District does not have sufficient funds available for the construction or reconstruction of school facilities, including acquisition of school sites, construction of permanent school facilities, and interim school facilities to accommodate students generated from new development; and

WHEREAS, the Board has satisfied all of the requirements of Government Code Section 65995.5 to be eligible to establish and levy fees pursuant to the Act; and

WHEREAS, in accordance with Government Code Sections 65995.5, 65995.6 and 65995.7, the purpose of this Resolution is to adopt a Needs Analysis and to establish and levy fees under the provisions of the Act consistent with the information and data set forth in the Needs Analysis and upon such other information and documentation prepared by or on file with the District, as presented and described to the Board.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE GOVERNING BOARD OF THE ELK GROVE UNIFIED SCHOOL DISTRICT AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct.

Section 2. Procedure. The District has complied with all applicable notice, public review, and hearing requirements necessary to adopt the Needs Analysis and establish and levy fees under the Act. Specifically:

(a) Prior to the adoption of this Resolution, the Board conducted a public hearing to adopt the Needs Analysis at its June 3, 2014, regular meeting at which time all persons desiring to comment on the Needs Analysis were heard and all information was duly considered.

(b) Notice of the time and place of the public hearing, including the location and procedure for viewing or requesting a copy of the proposed Needs Analysis and any proposed revision of the Needs Analysis, has been published in a newspaper of general circulation in accordance with Government Code Section 65995.6(d), and a
notice, including a statement that the Needs Analysis required by Government Code Section 65995.6 was available, was mailed at least 30 days prior to the public hearing to any interested party who had previously filed a written request with the District for mailed notice of the meeting on new or increased fees or service charges within the period specified by law.

(c) At least 30 days prior to the public hearing, the District made available to the public in its Needs Analysis, data indicating the amount of the costs, or estimated costs, required to provide the facilities for which the fee is to be levied pursuant to this Resolution, and the revenue sources anticipated to provide this service.

(d) By way of a public meeting, the Board received oral and written presentations by District staff which are summarized and contained in the District's Needs Analysis and the District's applications and related documents filed with the State Allocation Board in accordance with relevant law, along with materials which formed the basis for the action taken pursuant to this Resolution.

Section 3. Findings. The Board has reviewed the provisions of the Needs Analysis as it relates to proposed and potential development, the resulting school facilities needs, the cost thereof, and the available sources of revenue including the fees provided by this Resolution, and based thereon and upon all other written and oral presentations to the Board, the Board hereby approves and adopts the Needs Analysis and makes the following findings:

(a) Enrollment at the various District schools is presently at or exceeding capacity;

(b) Additional development projects within the District, whether new residential construction or residential reconstruction involving increases in habitable area will increase the need for school facilities;

(c) Without the addition of new school facilities, further residential development projects within the District will result in a significant decrease in the quality of education presently offered by the District;
(d) New residential development is projected within the District's boundaries and the enrollment produced thereby will exceed the capacity of the schools of the District. Projected development within the District, without additional school facilities, will result in conditions of overcrowding which will impair the normal functioning of the District's educational programs;

(e) The fees proposed in the Needs Analysis and levied pursuant to this Resolution are for the purpose of providing adequate school facilities and related support facilities to maintain the quality of education offered by the District;

(f) The fees proposed in the Needs Analysis and levied pursuant to this Resolution will be used for construction and reconstruction of school facilities and support facilities as identified in the Needs Analysis;

(g) The uses of the fees proposed in the Needs Analysis and levied pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed;

(h) The fees proposed in the Needs Analysis and levied pursuant to this Resolution bear a reasonable relationship to the need for school and support facilities created by the types of development projects on which the fees are imposed;

(i) The fees proposed in the Needs Analysis and levied pursuant to this Resolution do not exceed the estimated amount required to provide funding for the construction of reconstruction of school and support facilities for which the fees are levied; and in making this finding, the Board declares that it has considered the availability of revenue sources anticipated to provide such facilities, including general fund revenue; and

(j) The fees will be collected for school and support facilities for which an account has been established and funds appropriated and for which the District has adopted a construction schedule or in some instances, will be used to reimburse the District for expenditures previously made.
Section 4. Determination of Eligibility.

(a) The District has submitted a timely application to the State Allocation Board for new construction funding, and has met the eligibility requirements for new construction funding pursuant to the provisions of the Leroy F. Green School Facilities Act of 1998.

(b) In accordance with the provisions of Government Code Section 65995.5(b)(3)(C) and 65995.5(b)(3)(D), the District meets the local bonding capacity requirements and the District uses relocatable classrooms for at least 20% of its teacher stations.

Section 5. Adoption of Needs Analysis.

(a) The Board has reviewed the provisions of the Needs Analysis along with such oral and written information as has been presented by District staff and consultants and has determined that the Needs Analysis meets the requirements of Government Code Section 65995.6 and is a suitable basis for the establishment of Level 2 and Level 3 fees in accordance with the provisions of Government Code Section 65995.5 and 65995.7, and hereby adopts the Needs Analysis.

Section 6. Determination and Establishment of Fees. Based upon the foregoing findings, the Board hereby establishes and levies a new fee upon residential construction within the District, to be known as the “Level 2 Fee” and the “Level 3 Fee” as follows:

(a) **Level 2 Fees.** The Level 2 Fee for new residential construction is hereby established and set at the rate of $4.87 per square foot of residential development. The Level 2 Fee shall be collected as a precondition to the issuance of any building permit for construction within the District's boundaries.

(b) **Level 3 Fees.** In accordance with the provisions of Government Code Section 65995.7, the District's Board is authorized to establish a fee in an amount higher than the Level 2 fee in the event the State Allocation Board is no longer approving
apportionments for new construction in accordance with Education Code Section 17072.20 et seq. due to lack of funds, and the State Allocation Board has notified the Secretary of the Senate and Chief Clerk of the Assembly, in writing, of the determination that such funds are no longer being allocated. In the event that on or before the Anniversary Date of this Resolution as defined below, the State Allocation Board is no longer approving apportionments due to inadequate funding and such fact is relayed to the appropriate state representatives, a fee calculated pursuant to Government Code Section 65995.7, the Level 3 fee, may be levied. The Level 3 Fee for residential construction is hereby established and set at the rate $9.73 per square foot of residential development.

(c) The Level 3 Fee shall be placed in effect immediately by action of the Superintendent, without any additional action by the Board other than a determination by the Superintendent that the requirements of Government Code Section 65995.7 as outlined above have been met.

Section 7. Fee Adjustments and Limitations. The fees established herewith shall be subject to the following:

(a) The District's Level 2 Fee (or the Level 3 Fee when applicable) shall be effective for a period of one year following the effective date of this Resolution as set forth below and shall be reviewed annually to determine if such fee is to be re-established or revised.

(b) The Level 2 Fee established hereby (or the Level 3 Fee when applicable) shall not apply during the term of any contract entered into between a subdivider or builder and the District, or any applicable city or county on or before January 1, 1987, that requires the payment of a fee, charge or dedication for the construction of school facilities as a condition to the approval of residential development.

(c) The Level 2 Fee established hereby (or the Level 3 Fee when applicable) shall not apply during the term of any contract entered into between a person and the District or any applicable city or the County, after January 1, 1987 but before
November 4, 1998, that requires payment of a fee, charge, or dedication for school facilities mitigation.

(d) The Level 2 Fee established hereby (or the Level 3 Fee when applicable) shall not apply to any construction that is not subject to a contract such as described above, but that is carried out on real property for which residential development was made subject to a condition relating to school facilities imposed by a state or local agency in connection with a legislative act approving or authorizing such residential development after January 1, 2000, such construction shall be subject to the Level 2 Fee or the Level 3 Fee as applicable.

Section 8. Additional Mitigation Methods. The policies set forth in this Resolution are not exclusive, and the Board reserves the authority to undertake other or additional methods to finance school facilities including but not limited to the Mello-Roos Community Facilities Act of 1982 (Government Code §§53311, et seq.) and such other funding mechanisms as are authorized by Government Code Section 65996. This Board reserves the authority to substitute the dedication of land or other property or other form of mitigation requirement in lieu of the fees levied by way of this Resolution at its discretion, so long as the reasonable value of land to be dedicated does not exceed the maximum fee amounts contained herein or modified pursuant hereto.

Section 9. Implementation. For construction projects within the District, the Superintendent, or the Superintendent's designee, is authorized to issue Certificates of Compliance upon the payment of any fee levied under the authority of this Resolution.

Section 10. California Environmental Quality Act. The Board hereby finds that, in accordance with Government Code Section 65995.6(g), the fees established pursuant to this Resolution are exempt from the provisions of the California Environmental Quality Act (CEQA), and hereby directs District staff to file a Notice of Exemption with the Office of the Sacramento County Clerk.

Section 11. Effective Date. The Board orders that the fees established hereby shall take effect immediately after adoption of this Resolution and shall be in effect for no more than one (1) year.
Section 12. Notification of Local Agencies. The Secretary of the Board or District staff designee is hereby directed to forward certified copies of this Resolution, accompanied by all relevant supporting documentation including the Needs Analysis, and a map of the boundary area of the District subject to the Level 2 Fees and Level 3 Fees, to all appropriate land use jurisdictions issuing building permits within the District, informing each of them of the District's current school facilities fee for development projects.

Section 13. Severability. If any portion of this Resolution is found by a Court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares its intent to adopt this Resolution irrespective of the fact that one or more of its provisions may be declared invalid subsequent hereto.

APPROVED, PASSED and ADOPTED by the governing board of the Elk Grove Unified School District this 3rd day of June, 2014, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

President, Governing Board
Elk Grove Unified School District

ATTEST:

Secretary, Governing Board
Elk Grove Unified School District
Subject: Student-Athlete and Parent Handbook

Action Requested:
The Board is asked to review and provide feedback regarding recommended changes to the 2014-2015 Student-Athlete and Parent Handbook.

Discussion:

Per the Board’s direction, legal counsel has recommended the attached clarifications be made in both the “Training Rules” section and the Agreement For Team Participation form in the Student-Athlete and the Parent Handbook.

These changes will ensure that, without question, neither the coach, school, nor District staff has the discretion to reduce the minimum consequences for violating the training rules in the aforementioned handbook in regard to the use of tobacco, alcohol, drugs, or performance enhancing drugs. The additional language will further define that the District Athletic Director, the Superintendent or designee only has discretion when removal from a team is not the minimum punishment. A copy of the draft language is attached.

Financial Summary:

Prepared By: Jim Smrekar

Division Approval: Christina C. Penna

Prepared By: 

Superintendent Approval: Steven M. Ladd, Ed.D

148.0514.0393
Suspension or termination of the participation privilege is within the sole discretion of the school administration. Note, this discretion does not exist in relation to violations of the District's policy and Training Rules regarding use or possession of tobacco, drugs, alcohol and performance enhancing drugs, addressed on page 10 of this Handbook, for which there are minimum punishments for 1st and 2nd offenses that neither the coach, school or District staff has the discretion to reduce.

TRAINING RULES

For health and safety reasons, students should understand that the EGUSD believes that the use of tobacco, alcohol, drugs, and performance enhancing drugs and supplements is not acceptable for high school athletes. Any violation of these Training Rules may also result in school disciplinary action according to the EGUSD Code of Conduct, EGUSD discipline policies, and regulations, and the California Education Code. The coaches believe that the current glamorization of the use of tobacco, alcohol and drugs by some professional athletes is misleading and believe that high school students should be aware of the negative effects of their use.

The following information concerning tobacco, alcohol, drugs and performance enhancing drugs and supplement use is governed by this District-approved Student-Athlete and Parent Handbook. It is binding on all District student-athletes, is the policy adopted by the Athletic Departments and the District Administration of the EGUSD. It is a policy designed to be supportive and helpful to students/athletes, not just punitive. Students and parents must realize that it is their responsibility to follow this policy, and repeated offenses during the season or at off-season team activities will result in progressive consequences.

The 1st and 2nd offense consequences listed above are the minimum punishment for violations of the EGUSD Training Rules. As such, coaches, schools administrators, athletic directors, District staff, and Board have no discretion to reduce the respective minimum punishments set forth herein for 1st or 2nd offenses of the Training Rules. This said, a coach has discretion to impose a more serious punishment, including removal of a student-athlete from the team. In the instance that removal from a team is not the minimum punishment called for by the Training Rules, such a decision is subject to discretion of the District's Athletic Director, subject to review by the District's Superintendent or designee. The Superintendent's (or designee's) decision shall be final.
- Various paragraphs or sections in the Agreement for Team Participation, located on pages 14 and 15 of the Handbook

1. It is a privilege, not a right, to participate in extra-curricular activities, including Team Activities. The privilege may be revoked at any time, for any reason that does not violate Federal or State law, or District policies or procedures. There is no guarantee that the Student will make a Team, remain on a Team, or actively participate in Team events, shows, performances, or competitions. Such matters shall remain exclusively within the judgment and discretion of the supervising District employee or volunteer coach, except for those minimum punishments described in the District’s Student-Athlete and Parent Handbook for a violation of the Training Rules on use or possession of tobacco, drugs, alcohol, or performance enhancing drugs, such minimum punishments must be imposed and there is no discretion to reduce those punishments.

***

3. The Student shall comply with the instruction and directions of Team Activity teachers, coaches, supervisors, chaplains, and instructors. During the Student’s participation in Team Activities, as well as academic and/or other school activities, the Student shall comply with all applicable Codes of Conduct, including the Training Rules regarding use or possession of tobacco, drugs, alcohol and performance enhancing drugs. The Student shall also conduct him/herself at all times in keeping with the highest moral and ethical standards so as to reflect positively on himself/herself, the Team and the District. Failure to meet these obligations may, in the discretion of the District, result in removal from the Team and/or Team Activities. Should the Student’s violation of these obligations result in bodily injury or property damage, the Adult agrees to (a) pay to or restore, or replace the damaged property, (b) pay for bodily injury damages to an individual, and (c) defend, protect and hold the District harmless from such claims. Notwithstanding the stated discretion of the District in terms of removal of the Student from the Team and/or Team Activities, the coaches, school, or District has no discretion to reduce the minimum punishments called for in the District’s Student-Athlete and Parent Handbook for violation of Training Rules regarding use or possession of tobacco, drugs, alcohol and performance enhancing drugs.

***

9. This Agreement is to be broadly construed to enforce the purposes and agreements set forth above, and shall not be construed against the Released Parties solely on the basis that this Agreement was drafted by the District. If any part of this Agreement is deemed invalid or ineffect, all other provisions shall remain in force. No oral modification of this Agreement, or alleged change or modification of its terms by subsequent conduct or oral statement, is allowed. This Agreement, and the District’s Student-Athlete and Parent Handbook, the terms of which are incorporated herein and
considered part of this Agreement, contain the sole and exclusive understanding of the
parties, with no other representation relied upon by the Adult or Student in determining
whether to execute this Agreement or in agreeing to participate in Team Activities.

***

AS THE ADULT SIGNING BELOW: (1) I AM GIVING UP SUBSTANTIAL
ACTUAL OR POTENTIAL RIGHTS IN ORDER TO ALLOW THE STUDENT
TO PARTICIPATE IN TEAM ACTIVITIES; (2) I HAVE SIGNED THIS
AGREEMENT WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY
NATURE, AND WITH FULL APPRECIATION OF THE RISKS INHERENT IN
TEAM ACTIVITIES; (3) I HAVE NO QUESTION REGARDING THE SCOPE
OR INTENT OF THIS AGREEMENT, INCLUDING THE WAY IN WHICH THIS
AGREEMENT OPERATES IN TANDEM WITH THE TERMS, CONDITIONS
AND REQUIREMENTS SET FORTH IN THE DISTRICT’S STUDENT-
ATHLETE AND PARENT HANDBOOK; (4) AS A PARENT OR LEGAL
GUARDIAN, HAVE THE RIGHT AND AUTHORITY TO ENTER INTO THIS
AGREEMENT, AND TO BIND MYSELF, THE STUDENT, AND ANY OTHER
FAMILY MEMBER, PERSONAL REPRESENTATIVE, ASSIGN, HEIR,
TRUSTEE, OR GUARDIAN TO THE TERMS OF THIS AGREEMENT AND I
HAVE EXPLAINED THIS AGREEMENT TO THE STUDENT, WHO
UNDERSTANDS HIS/HER OBLIGATIONS.
Subject:
DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS FOR 2014-15

Action Requested:
The Board is requested to adopt and approve the Declaration of Need for Fully Qualified Educators for 2014-15 as required by the California Commission on Teacher Credentialing (CCTC).

Discussion:
Five years ago, the Sacramento County Office of Education (SCOE) audited EGUSD teacher credentials and identified those teachers who did not possess the certification required to work with English Learners. While these teachers were properly credentialed in their subject matter areas, they lacked EL certification. At that time the District implemented an incentive/training program to assist teachers to become EL Authorized. We now have less than 20 teachers working to be EL compliant. The teachers who must still complete their CLAD/BCLAD authorizations are required by law to hold an Emergency CLAD Permit.

Due to recent changes in Special Education certification, those teachers who hold a Mild/Moderate or Learning Handicapped credentials and who have students with Autism in their classes or on their case load must obtain the Added Authorization in Special Education for Autism Spectrum Disorders. The District has implemented a plan to assist these teachers with the coursework required to obtain this authorization. In the interim, teachers who hold these credentials and have not yet obtained the Autism authorization are required to hold a Special Education Limited Assignment Permit, Moderate/Severe. We have approximately 50 teachers who still need to earn the authorization.

The remainder of the requests for Emergency/Limited Assignment Permits are to address particular needs that may occur periodically throughout the 2014-2015 school year. Therefore, our Declaration of Need for Fully Qualified Educators for 2014-15 includes the following request:

Emergency Permits
- CLAD 20
- Resource Specialist 5
- Teacher Librarian Services 2

Limited Assignment Permits
(Limited Assignment Permits may only be issued to applicant holding a valid California teaching credential based upon a baccalaureate degree and a professional preparation program including student teaching.)
- Multiple Subject 5
- Single Subject 25
- Special Education 50

As we make progress toward the certification goals, the Board will be updated accordingly.

Financial Summary:

Prepared By: Dr. Bindy Grewal
Division Approval: Glen De Graw
Prepared By: B. Grewal
Superintendent Approval: Steven M. Ladd, Ed.D.
Subject: Approval of Minutes

Action Requested: Approve minutes of the regular board meeting held May 6 and 20, 2014, and the special board meetings held February 11 and 25 and March 13, 2014.

Discussion:

Financial Summary:

Prepared By: Arlene Hein

Department Approval:

Prepared By: ___________________________ Superintendent Approval: ___________________________
Subject: Personnel Actions

Division: Human Resources

Action Requested:
Recommend the Board of Education approve the personnel actions as attached.

Discussion:

CERTIFICATED:

APPROVE:
1. Leave(s) of Absence
2. Resignation(s)
3. Retirement(s)
4. Returning from Leave(s) of Absence

CLASSIFIED:

APPROVE:
1. New Hire(s) [6]
2. Leave(s) of Absence
3. Promotion(s)
4. Rehire(s)
5. Resignation(s)
6. Retirement(s)

Financial Summary:

Prepared by: Evelyn Laluan            Superintendent Approval: Steven M. Ladd, Ed.D.
Subject: Resolution Regarding Board Member Absence

Action Requested:

Approve Resolution No. 67, 2013-14 authorizing payments of the monthly compensation to Bobbie Singh-Allen for a meeting missed on May 13, 2014, due to hardship.

Discussion:

Education Code Section 35120 authorizes payment to board members for missed meetings due to illness, hardship, or performance of services outside the District for the district when the board, by resolution, finds that they were absent because of illness, hardship, or service to the district.

Financial Summary:

Prepared By: Arlene Hein
Division Approval: Steven M. Ladd, Ed.D., Superintendent
Prepared By: 
Superintendent Approval: 
ELK GROVE UNIFIED SCHOOL DISTRICT
ELK GROVE, CALIFORNIA

RESOLUTION NO. 67, 2013-14

WHEREAS, Bobbie Singh-Allen was absent from the May 13, 2014, Meeting of the Board of Education due to hardship;

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

Steve Ly, Clerk
Board of Education

Dated: June 3, 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 April 26, 2014 through May 09, 2014.

Discussion:
The Purchase Order History and Cost Modifications for the month April 26, 2014 through May 09, 2014 are listed below. The purchase orders are on file in the Purchasing Department if you wish to review them.

Encumbrances:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Purchase Orders Issued</th>
<th>Purchase Order Encumbrance Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>01 General Fund</td>
<td>597</td>
<td>$ 3,564,295.74</td>
</tr>
<tr>
<td>08 Elk Grove Charter School Fund</td>
<td>12</td>
<td>$ 64,476.44</td>
</tr>
<tr>
<td>11 Adult Education Fund</td>
<td>5</td>
<td>$ 6,227.86</td>
</tr>
<tr>
<td>12 Child Development Fund</td>
<td>78</td>
<td>$ 37,180.39</td>
</tr>
<tr>
<td>13 Food Nutrition Services Fund</td>
<td>1</td>
<td>$ 5,400.00</td>
</tr>
<tr>
<td>25 Developer Fee Capital Facilities Fund</td>
<td>2</td>
<td>$ 1,584.92</td>
</tr>
<tr>
<td>35 State School Facilities Construction Fund</td>
<td>1</td>
<td>$ 24,546,000.00</td>
</tr>
<tr>
<td>49 Facilities Special Project Fund</td>
<td>1</td>
<td>$ 3,900.00</td>
</tr>
</tbody>
</table>

Total Encumbrances $ 28,229,075.35

Modifications:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Purchase Orders Modified</th>
<th>Purchase Order Modification Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>01 General Fund</td>
<td>59</td>
<td>$ 373,529.00</td>
</tr>
<tr>
<td>11 Adult Education Fund</td>
<td>5</td>
<td>$ 11,894.90</td>
</tr>
<tr>
<td>12 Child Development Fund</td>
<td>2</td>
<td>$ 82.00</td>
</tr>
<tr>
<td>13 Food Nutrition Services Fund</td>
<td>8</td>
<td>$ 287,000.00</td>
</tr>
<tr>
<td>67 Self Insurance Fund</td>
<td>1</td>
<td>$ 118,860.00</td>
</tr>
</tbody>
</table>

Total Modifications $ 791,365.90

Financial Summary Grand Total $ 29,020,441.25
The Board is asked to accept the following donations to the District's schools/programs.

<table>
<thead>
<tr>
<th>Item</th>
<th>Donor</th>
<th>School/Program</th>
<th>Value</th>
<th>Date Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash Donation</td>
<td>YourCause, LLC Trustee for PG&amp;E Corp - Foundation Matching Gifts</td>
<td>T. R. Smedberg Middle School (Principal's Discretion)</td>
<td>$100.00</td>
<td>5/1/2014</td>
</tr>
<tr>
<td>Gift Donation (2 HP LaserJet printers)</td>
<td>Andy &amp; Karen Oliveria</td>
<td>Franklin Elementary School</td>
<td>$800.00</td>
<td>5/6/2014</td>
</tr>
<tr>
<td>Cash Donation</td>
<td>Box Tops for Education</td>
<td>Toby Johnson Middle School (Science Department)</td>
<td>$316.30</td>
<td>5/8/2014</td>
</tr>
<tr>
<td>Gift Donation (2 Acer Chromebooks)</td>
<td>Donorschooze.org</td>
<td>Toby Johnson Middle School</td>
<td>$400.00</td>
<td>5/8/2014</td>
</tr>
<tr>
<td>Cash Donation</td>
<td>Elk Grove Area Aquatic Sports Foundation</td>
<td>Elk Grove Unified School District (High School Swimming and Water Polo programs)</td>
<td>$35,000</td>
<td>5/8/2014</td>
</tr>
</tbody>
</table>
Subject:
DISPOSAL OF OBSOLETE/SURPLUS PROPERTY.

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

Discussion:
Transportation would like to surplus the following vehicle.

<table>
<thead>
<tr>
<th>Vehicle ID#</th>
<th>Make</th>
<th>Serial #</th>
<th>License</th>
<th>Mileage</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1GCC819X1W8134006</td>
<td>1998 Chevrolet S-10</td>
<td>439PEGHS</td>
<td>1276942</td>
<td>133,900</td>
<td>$0.00</td>
</tr>
<tr>
<td>1FAHP71WX5X150707</td>
<td>2005 Crown Victoria</td>
<td>343SP</td>
<td>E998291</td>
<td>94,312</td>
<td>$3,403</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vehicle ID#</th>
<th>Make</th>
<th>Serial #</th>
<th>License</th>
<th>Mileage</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>3B7KC23ZX2M277048</td>
<td>Dodge Ram 2500 Pickup</td>
<td>233PG</td>
<td>E052526</td>
<td>62,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>2FAFP71W12X125827</td>
<td>Ford Crown Victoria</td>
<td>187SP</td>
<td>E052511</td>
<td>92,392</td>
<td>$1969</td>
</tr>
</tbody>
</table>

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

Prepared By: [Signature]
Division Approval: [Signature]
Prepared By: [Signature]
Superintendent Approval: [Signature]
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:
The Transportation Department would like to surplus the following vehicle that is not economically feasible to repair.

Vehicle ID#: 006B
Year/Make: 2006 E450 Ford with Blue Bird Bus Kit (Minibird school bus)
VIN: 1FDXE45P96D15688
License: 1189305 CA
Mileage: 183,597
Used by: Transportation
Record of this item is in the Purchasing & Warehouse Department should you need to review it.

Financial Summary:
No income is anticipated to be received by the district for this vehicle. 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: Steven M. Ladd Ed.D.
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
Division Approval: Rich Fagan
Prepared By: 
Superintendent Approval: Steven M. Ladd, Ed.D.
<table>
<thead>
<tr>
<th>Agreement With</th>
<th>Services Provided</th>
<th>Term of Agreement</th>
<th>Department</th>
<th>Funding Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Center for Neurobehavioral Development</td>
<td>Psychoeducational assessment consultation</td>
<td>1/3/14 – 6/30/14</td>
<td>Special Education</td>
<td>Special Education funds</td>
<td>Not to exceed $3,000</td>
</tr>
<tr>
<td>2. Henry Ford Learning Institute</td>
<td>Two (2) day Introduction to Design Thinking for Educators Workshop</td>
<td>6/18/14 – 6/19/14</td>
<td>Secondary Education</td>
<td>Ford PAS Grant funds</td>
<td>$8,000</td>
</tr>
<tr>
<td>3. Timothy Mua (Independent Contractor Agreement</td>
<td>Translation Services</td>
<td>1/1/13 – 6/30/14</td>
<td>Learning Support Services</td>
<td>General Fund</td>
<td>$1,500 increase to total of $10,000</td>
</tr>
<tr>
<td>Amendment)</td>
<td></td>
<td>(amended 5/8/14)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. California School Boards Association</td>
<td>Gamut Online and Manual Maintenance policy services, Education Legal Alliance membership dues and CSBA membership dues for 2014-15</td>
<td>7/1/14 – 6/30/15</td>
<td>Superintendent’s Office</td>
<td>General Fund</td>
<td>$34,125</td>
</tr>
</tbody>
</table>
Subject: Student Teaching Agreement between Elk Grove Unified School District and California State University of California, Sacramento

Department: Human Resources

Action Requested:
To extend the current Student Teaching Agreement between EGUSD and CSUS

Discussion:
The following University has submitted an extension of the current Student Teaching Agreement they have on file with Elk Grove Unified School District:

California State University, Sacramento

The length of the contract: March 12, 2014 thru March 11, 2019

Financial Summary:

Prepared By: Bindy Grewal, Ed.D. Division Approval: Glen De Graw
Prepared By: Superintendant Approval: Steven M. Ladd, Ed.D.
AGREEMENT FOR STUDENT PLACEMENT
BETWEEN
CALIFORNIA STATE UNIVERSITY, SACRAMENTO
COLLEGE OF EDUCATION

AND

ELK GROVE UNIFIED SCHOOL DISTRICT

The Agreement is entered into this 12th day of March, 2014, by and between the State of California, Trustees of the California State University, California State University, Sacramento on behalf of its College of Education, hereinafter the "UNIVERSITY" and the Elk Grove Unified School District, hereinafter called the "HOST".

PURPOSE: To establish that the UNIVERSITY and HOST are engaged in a partnership for the training and support of College of Education students serving in the classification of Student Placement which may include student teacher or intern or field work experiences.

TERM: This agreement shall become effective as of the date of final execution and shall remain in effect for 5 years.

CANCELLATION PROVISION: Either party may terminate this agreement by giving the other party 30 days written notice of termination.

For the purpose of this agreement the term Student Placement or reference to placement shall encompass student teacher or intern or field work experience for students.

GENERAL TERMS AND CONDITIONS

1. It is agreed that the HOST has facilities and programs to provide an appropriate student placement, for students of the UNIVERSITY. Said HOST will benefit from the presence and work of the students.

2. It is agreed that the UNIVERSITY has students that need a hosted student placement experience. Said UNIVERSITY and the students will benefit from the student placement experience. Students are only eligible to participate in placements during a defined academic semester/period of 15 weeks – Fall / Spring

3. The UNIVERSITY AND HOST hereby agree to the following:
   a. Subject to such reasonable rules and regulations as HOST shall from time to time adopt, HOST shall:
      i. Participate with UNIVERSITY in planning and implementing the students' experience, including appropriate site-specific HOST support. For student teacher placement only and, when applicable, for student teacher appropriate special site-specific HOST support related to enabling the student teachers to complete required tasks of the Performance Assessment for California Teachers (PACT) (e.g., consensual classroom videotaping, anonymous sampling of Student work, etc.) as required by Senate Bill 2042 and Senate Bill 1290;
      ii. Have the right to require the withdrawal from HOST of any student who does not comply with the requirements of the program and or the rules and regulations of the HOST, or laws affecting the HOST;
      iii. Designate lines of authority and communication for relations
between UNIVERSITY faculty and HOST personnel so as to carry out the purposes of this agreement;

iv. Respect and maintain the confidentiality of information furnished by the UNIVERSITY and HOST.

b. UNIVERSITY shall:

i. Participate with HOST in planning placement experience, including those experiences required to complete the PACT;

ii. Recommend for placement experience only those students who possess a satisfactory record and have met the minimum requirements established by the State of California and the UNIVERSITY for the particular program;

iii. Require each student to conform to the health examination and background check requirements and standards of State and Federal laws and regulations;

iv. Designate lines of authority and communication for relations between the UNIVERSITY faculty and HOST personnel so as to carry out the purpose of the agreement;

v. Retain general responsibility for instruction and related matters concerning student participation in the training program at HOST, subject to such sharing of responsibility with HOST as shall be agreed upon by HOST and UNIVERSITY. Students' discipline shall be the shared responsibility of the HOST and UNIVERSITY; however the HOST retains the right to request termination of participation by any student who, at the discretion of the HOST or UNIVERSITY does not comply with the requirements of the program or rules and regulations of the HOST, UNIVERSITY, and or State or Federal laws or regulations. Students may also be terminated for incompetence; lack of ethics, character or any violation of the privacy standards of the HOST.

vi. Enforce the rules, regulations and requirements governing the students participating in the program; said rules, regulations and requirements to be agreed upon by the HOST and UNIVERSITY.

vii. Agree that no person, staff, or student shall, on the basis of race, color, religion, national origin, sex, age, or handicap condition, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this agreement. This agreement shall take into consideration the operational requirements and limitations of the HOST, and HOST shall abide by appropriate State and Federal laws governing Reasonable Accommodation and the Americans with Disabilities Act.

4. Except as specifically provided in this agreement, or in any subsequent amendment thereto, no monetary obligation on the part of the UNIVERSITY or the HOST to each other is hereby created; consideration for this agreement is furnished by the mutual benefits and promises of the parties.

5. It is understood and agreed that HOST shall have the right to require all students who desire to participate with the HOST, to authorize and consent in writing to release HOST and its representatives of liability for any and all acts performed in good faith and without malice in connection with such placement experience.

6. It is understood and agreed the HOST shall have the right to require all students who are designated for participation in this placement experience to authorize and consent in writing to the release of information by HOST and its representative to the
UNIVERSITY concerning student's competence, ethics, character and performance in the program as long as such releases of information is made in good faith and without malice and to agree in writing to release HOST and all of its representative from liability for so doing.

7. It is understood that in case of an emergency involving the student, the UNIVERSITY should be contacted by the HOST as soon as possible.

8. Students shall be informed by the HOST of the privacy regulations and standard of the HOST and shall be expected to comply.

9. INDEMNIFICATION:
   a. The UNIVERSITY shall defend, indemnify, and hold the HOST, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the HOST, its officers, employees or agents.
   b. The HOST shall defend, indemnify, and hold UNIVERSITY, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UNIVERSITY, its officers, employees or agents.

10. INSURANCE: It is understood and agreed that the California State University, Sacramento (UNIVERSITY) is a self-insured public agency of the State of California. Accordingly, Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required. The University shall not be deemed the employer of the students and shall not be responsible for their Workers' Compensation.

11. It is understood that all students are required by the UNIVERSITY to purchase Student Professional Liability Insurance.

12. The Laws and Jurisdiction of the State of California shall govern this agreement.

13. NOTICE: Any notice required or permitted to be given by this agreement shall be deemed given when personally delivered to the recipient thereof or when mailed by registered or certified mail, return receipt requested, to the appropriate recipient as follows:

   a. Notice to the UNIVERSITY:

   California State University, Sacramento
   Procurement and Contract Services
   Attn: Michelle Johnson
   6000 J Street
   Sacramento, CA 95819-6003
b. Notice to the HOST:
Elk Grove Unified School District
Attn: Dr. Bindy Grewal
9510 Elk Grove-Florin Road
Elk Grove, CA 95624

Attest to content only:

College of Education

By: [Signature]
Vanessa Sheared, Dean

Date: 3/13/14

Bargaining Unit Representative (if applicable)

By: [Signature]
Name: [Name]
Title: [Title]
Date: [Date]

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

Approved by:

California State University, Sacramento

By: [Signature]
Suzanne Swartz
Contract Management Specialist

Date: [Date]

Elk Grove Unified School District

By: [Signature]
Name: Carrie Hargis
Title: Director of Fiscal Services
Date: [Date]
Subject: New Student Teaching Agreement between Elk Grove Unified School District and Grand Canyon University

Department: Human Resources

Action Requested:
To approve a new Student Teaching Agreement between EGUSD and Grand Canyon University

Discussion:
The following University has submitted a request for a Student Teaching Agreement between Elk Grove Unified School District and:

Grand Canyon University:
The length of the contract: July 1, 2014 thru June 30, 2019

Financial Summary:

Prepared By: Bindy Grewal, Ed.D. Division Approval: Glen De Graw
Prepared By: ________________________ Superintendent Approval: Steven M. Ladd, Ed.D.
Student Teaching Affiliation Agreement
Between
Grand Canyon University
And
Elk Grove Unified School District

1. **Parties:** This agreement is entered into on this 17th day of April by and between Grand Canyon University and Elk Grove Unified School District located at 9510 Elk Grove-Florin Rd. Elk Grove, CA 95624. Hereafter referred to as the “District.”

2. **Purpose:** The purpose of this non-exclusive Agreement is to establish the terms and conditions under which students of Grand Canyon University may participate in Student Teaching Internships, Practicum and Observations at the schools located in the District.

3. **Term:** The term of this Agreement begins 7/1/14 and ends 6/30/19.

4. **Compliance with Handbook and Policy:** Grand Canyon University and Grand Canyon University’s participating students shall comply with all policies of the University and District. Students accepted to the District for clinical training shall be subject to all applicable policies and regulations of the District and Grand Canyon University. Prior to assignment of students to the District, Grand Canyon University will advise students of any specific requirements that must be met to participate in the clinical. These specific requirements are outlined in Grand Canyon University’s student teaching manual. Failure to complete the requirements will result in non-placement of students.

5. **Cooperating Teachers:** The District shall provide qualified Cooperating Teachers to provide oversight, feedback, and mentoring to Grand Canyon University’s participating students. Quality standards and service expectations for Cooperating Teachers are outlined in Exhibit A. Grand Canyon University shall pay a $500 stipend to Cooperating Teachers per each sixteen (16) week session of full-time service. Longer or shorter assignments will be assessed on a pro-rated basis. Compensation will not be provided for practicum courses. The stipends contemplated herein are to be paid directly to Cooperating Teacher. Should stipends be a lesser amount than those of the district, the participating student shall pay the difference. Stipend will be paid upon the completion of the student teaching semester providing all paperwork has been submitted. The relationship between Cooperating Teachers and Grand Canyon University shall be that of an independent contractor and shall not be deemed to be that of an employer-employee relationship, joint venture, or partnership. Cooperating Teachers shall be solely responsible for the payment of his/her own state and federal income tax and self-employment tax as applicable.
6. **Confidentiality:** Grand Canyon University shall inform each participating student of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating student of any applicable state law governing the confidentiality of student information. The District shall also inform each participating Cooperating Teacher that he/she is bound to maintain in confidence, any documents or other confidential information about Grand Canyon University to which he/she might have access. Any breach of confidentiality by a participating Student or Cooperating Teacher shall be grounds for immediate termination of the clinical experience.

7. **Indemnification and Hold Harmless:** Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. The District will provide participating students with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.

8. **Assignment:** The provisions of this agreement shall insure to the benefit of, and shall be binding upon the successors of the parties hereto. Neither this agreement nor any of the rights or obligations hereunder may be transferred or assigned without prior written consent of the other party.

9. **Notices:** Notices under this agreement shall be mailed or delivered to the parties as follows:

   **University**
   Dr. Kimberly LaPrade
   Dean, College of Education
   Grand Canyon University
   3300 West Camelback Road
   Phoenix, Arizona 80517

   **District**

9. **Modification of Agreement:** This agreement may be modified only by written amendment executed by all parties.

10. **Termination:** Either party, upon thirty (30) days' written notice to the other party, may terminate this agreement.

11. **Partnership/Joint Venture/Employment:** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties.
12. **Nondiscrimination:** The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status, or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).

13. **Responsibilities of Grand Canyon University**

   A. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, to take prompt and effective remedial action when discrimination or harassment is found to have occurred, and to promptly notify the District of the existence and outcome of any complaint of harassment by, against, or involving any participating student.

   B. Grand Canyon University agrees to comply with all federal, state and local statutes and regulations applicable to the operation of the Agreement, including without limitations, laws relating to the confidentiality of student records.

   C. Grand Canyon University will maintain in full force and effect, at its sole expense and written by carriers acceptable to District:

      i. **Commercial General Liability (Minimum Requirements):**

         **Limits of Liability:**

         $1,000,000 Combined Single Limit
         $2,000,000 General Aggregate
         $1,000,000 Products Aggregate
         $1,000,000 Personal Injury
         $5,000 Medical Payments

         **Coverage:**

         Premises/Operation Liability
         Medical Payments Liability
         Contractual Liability
         Personal Injury Liability
Independent Contractors

ii. Certificates of Insurance:

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

Grand Canyon University

By: [Signature]

Name Dr. Kimberly LaPrade
(Please print or type)
Title: Dean, College of Education
Date: 4/15/14

By: [Signature]

Name Carrie Hargis, Director-Fiscal Services
(Please print or type)
Title: 
Date: ___
New High School Courses

Action Requested:
The Board of Education is asked to approve the following new high school courses.

Discussion:
The following courses have undergone review and approval by the appropriate steering committee(s), the Curriculum Standards Committee, and have the support of principals.

Career Technical Education (CTE)

CTE Sector: Engineering and Architecture; CTE Pathway: Engineering Design
Introduction to Engineering Design (Grade 9, 10 Credits) This is the first course in the Project Lead the Way Engineering Design Pathway. Students dig deep into the engineering design process, applying math, science, and engineering standards to hands-on projects. Students work both individually and in teams to design solutions to a variety of problems using 3D modeling software and a rapid prototyping machine. Students learn to reverse-engineer products and solve open-ended design problems, and they will use an engineering notebook to document their work. Prerequisite: None. Textbook: None assigned

CTE Sector: Health Science and Medical Technology; CTE Pathway: Public and Community Health
Fundamentals of Public Health (Grade 10, 10 Credits) The Fundamentals of Public Health course is designed to allow students to gain knowledge in public health, leading to eventual Community Health Worker (CHW) certification for candidates who fulfill CHW certification requirements. This year-long course will provide instruction through lectures, research projects, and field work and is designed to be taken by students as part of the Health TECH Academy. The first semester will provide the foundational knowledge, in non-infectious and infectious diseases and advanced nutrition, necessary to organize community presentations and conduct field work at health fairs and other related events. Students will be expected to complete a group project in one area of nutrition. The second semester of this course is designed to provide students with the knowledge and understanding of the roles and core competencies of CHWs and their role in the healthcare delivery system. Students will gain research skills, hands-on skills, and presentations skills and will build critical thinking skills by analyzing various case studies. Students will gain knowledge and cultural competency and apply this knowledge through a group project called the Cultural Awareness Community Health Education (CACHE) Outreach Project.
CTE Sector: *Health Science and Medical Technology; CTE Pathway: Public and Community Health*

**Applied Public Health** (Grade 11, 10 Credits) The Applied Public Health course allows students to gain further knowledge in public health and to master the eight community health worker core competencies, leading to eventual Community Health Worker (CHW) certification. This year-long course will provide instruction through lectures, research projects, role plays, and field work and is designed to be taken by students as part of the Health TECH Academy. During the first semester, students will explore the various career opportunities within the healthcare industry. Students will build on their knowledge in public health by gaining a strong understanding of public health response to disease epidemics. Students will build on their communication skills by designing and delivering a culturally-competent, culturally-relevant public health presentation to a cultural group in their community. Students who meet the requirements will be certified in CPR/First Aid. The second semester of this course is designed to allow students to apply their knowledge and skills in a variety of healthcare settings, which include community and clinical settings. Students will master the art of motivational interviewing, allowing them to use their knowledge and skills to facilitate positive health change. Students will also develop their asset building/capacity building skills in a manner that promotes the betterment of their clients and the communities they serve. Students are required to meet minimum field work hours through community service at health fairs and other related events to be eligible for CHW certification.

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**Financial Summary:**

If approved, these courses will be offered using existing FTE.

**Prepared By:** Anna Trunnell

**Division Approval:** Mark Cerutti

**Prepared By:**

**Superintendent’s Approval:** Steven M. Ladd, Ed.D.
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, has the approval of principals, and is being submitted to the Board of Education for adoption.

SUPPLEMENTAL

Ready Common Core Reading; Copyright 2014 by Curriculum Associates, LLC (English/Language Arts, Grades 2-6)


Fitness for Life, Fifth Edition; Copyright 2005 by Charles R. Corbin and Ruth Lindsey (PE, Grades 9-12)

Abriendo paso Gramática; Copyright 2014 by Pearson Education, Inc. (IB Spanish SL.1, Grades 11-12)

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: Steven M. Ladd, Ed.D.
ELK GROVE UNIFIED SCHOOL DISTRICT

Subject: Transition Partnership Program (TPP)

Department: Student Services

Action Requested:

The Board of Education is requested to approve the Transition Partnership Program three-year contract renewal to be effective July 1, 2014 through June 30, 2017.

Discussion:

This is a renewal of the Transition Partnership Program contract originally approved on December 16, 1991. Contracts are renewed every three years, and the 2014-2015 contract is the first year of a three-year agreement.

The Transition Partnership Program (TPP) is a collaborative agreement with the Department of Rehabilitation (DOR) to provide vocational training and support services for secondary students with disabilities who are making the transition from school to work. This contract will also serve graduates of the District by providing direct job development services. District TPP staff provide transition case management and supports such as job coaching, mobility training, employment placement, and follow-up to 210 student-DOR clients.

The 2014-2015 contract proposes that approximately 75 students will be referred for services during the new contract year from July 1, 2014 through June 30, 2015.

Financial Summary:

For the 2014-2015 program years, the District provides $66,712 of match which we are reimbursed $272,469 by DOR monthly as invoiced by the District. The total contract amount for 3 years is $817,407.

Prepared By: JoAnne Smith

Prepared By: Bill Tollestrup

Department Approval: Mark Cerutti

Superintendent Approval: Steven M. Ladd, Ed.D.
ELK GROVE UNIFIED SCHOOL DISTRICT

Board Agenda Item

Subject: APPROVAL OF THE DISTRICT TO PARTICIPATE IN THE NOR-CAL SCHOOLS JOINT POWERS ASSOCIATION.

Department: Finance & School Support

Action Requested:
The Board of Education is asked to authorize Resolution No. 68, 2014-2015, authorizing the Elk Grove Unified School District to participate in the Nor-Cal Schools Joint Powers Association.

Discussion:
California Government Code Section 6500 et seq., provides that two or more public agencies may by agreement, jointly exercise common powers. This Agreement is entered into among those public educational agencies as defined in the Agreement.

The District intends to participate in and utilize the Nor-Cal Schools Joint Powers Association bid and/or group volume purchasing system for school supplies, equipment, and other type of commodities when it best meets the need of the District. The Purchasing Department will appoint on representative who shall attend all meetings.

Membership fee $300.00 per year.

Financial Summary:
Funding source will be budgeted through District operational monies.

Prepared By: Ruth Dew
Division Approval: Rich Fagan
Prepared By: Ruth Dew
Superintendent Approval: Steven M. Ladd, Ed.D.
RESOLUTION NO. 68

AUTHORIZING THE ELK GROVE UNIFIED SCHOOL DISTRICT TO PARTICIPATE IN THE NOR-CAL SCHOOLS JOINT POWERS ASSOCIATION

WHEREAS, California Government Code sections 6500, et seq., provide that two or more public agencies may by agreement, jointly exercise any power common to the contracting party ("Joint Powers Law") and

WHEREAS, pursuant to the Joint Powers Law, the school districts are each public agencies and are authorized and empowered to contract for the joint exercise of powers; and

WHEREAS, The Nor-Cal Schools Joint Powers Association ("Nor-Cal Schools JPA") has been established to provide cooperative quantity bidding; and

WHEREAS, the purpose of the Nor-Cal Schools JPA and duties of each member is enumerated in the Joint Powers Purchasing Agreement, attached hereto as Exhibit A, and the Joint Powers Purchasing Bylaws, attached hereto as Exhibit B.

NOW, THEREFORE, the Board of Education of the Elk Grove Unified School District does hereby resolve as follows:

1. The Board hereby finds that all of the forgoing recitals set forth above are true and correct; and
2. The Board hereby authorizes the District to become a member of the Nor-Cal Schools JPA in accordance with the terms of the Joint Powers Purchasing Agreement ("Agreement") attached hereto as Exhibit A, and the Joint Powers Purchasing Bylaws ("Bylaws"), attached hereto as Exhibit B; and
3. The Superintendent or his designee is hereby authorized and directed, in the name and on behalf of the District, to execute and deliver any and all documents necessary to effectuate the intent and purpose and intent of this Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of July, 2014.

Priscilla Cox
President of the Board of Education of
The Elk Grove Unified School District
Subject: APPROVAL FOR THE DISTRICT TRANSPORTATION DEPARTMENT TO ENTER INTO A PURCHASE AGREEMENT FOR ONE (1) SPECIAL EDUCATION BUS.

Department: Finance & School Support

Meeting Date: June 3, 2014

Action Requested:
The Board of Education is asked to authorize the purchase of ONE (1) Special Education Blue Bird BBCV2311S bus cooperatively through the Waterford Unified School District.

Discussion:
The Elk Grove Unified School District’s Transportation Department is requesting to purchase one (1) Special Education bus BBCV2311S cooperatively through the Waterford Unified School District, A-Z Bus Sales, Inc. This bus is a replacement for the school bus that was damaged and not repairable.

The bus has been made available through a contract, bid #01-12 from the Waterford Unified School District. This item was board approved by the Waterford Unified School District Board of Education on November 8, 2013 with an extension through December 31, 2014. Documentation is located in the Purchasing Department for further review if necessary.

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

**NUMBER of BUSSSES** | **DESCRIPTION** | **AMOUNT**
--- | --- | ---
One (1) | Blue Bird Special Education Bus | $141,151.23 (including tax)

Financial Summary:
Replacement funds will come from insurance proceeds and the General Fund.

Prepared By: Ruth Dew

Division Approval: Rich Fagan

Prepared By: Ruth Dew

Superintendent Approval: Steven M. Ladd, Ed.D.
ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No. 27
Board Agenda Item
Supplement No.
Meeting Date: June 3, 2014

Subject: Finance & School Support

RECEIPT OF BIDS AND AWARD OF A CONTRACT FOR FIELD INTERVENTION SERVICES, RFP #551-13/14.

Action Requested:
The Board of Education is asked to authorize the award of a contract for FIELD INTERVENTION SERVICES, RFP #551-13/14.

Discussion:
On April 18, 2014 bid requests were sent to four (4) vendors to furnish the Elk Grove Unified School District with FIELD INTERVENTION SERVICES.

On Tuesday, April 29, 2014 bids were opened and read aloud in the Purchasing Department Conference Room at 3:30 p.m. One (1) vendor responded. The bid results and recap are in the Purchasing Department for further review. The administration recommends the award of the contract for FIELD INTERVENTION SERVICES to the following vendor:

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>FIELD INTERVENTION SERVICES</td>
<td>$ 256,800/yearly</td>
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</tbody>
</table>

Financial Summary:
Funding source will be from Self Insurance Fund.

Prepared By: Ruth Dew
Division Approval: Rich Fagan
Prepared By: Ruth Dew
Superintendent Approval: Steven M. Ladd, Ed.D.
Subject: Carl D. Perkins Career and Technical Education Improvement Act funding applications for 2014-2015.

Division: Secondary Education

Action Requested:
The Board of Education is asked to approve Elk Grove Unified School District's annual Secondary Career Technical Education and Elk Grove Adult and Community Education (EGACE) applications for the Carl D. Perkins Act funding for program year 2014-2015.

Discussion:
The Elk Grove Unified School District receives two allocations from the Carl D. Perkins Career and Technical Education Improvement Act pending submission of the District's updated and Board-approved applications for funding to the State. One allocation is for secondary education career technical education (CTE) and the other is for adult education CTE.

The 2014-2015 preliminary funding request for the secondary education grant is $417,650. EGACE is in a Perkins funding consortium comprised of three LEAs. The projected 2014-15 funding for the consortium is $109,830. The consortium will meet during the summer to determine funding amounts for each LEA.

Perkins funds are used to support CTE programs and career academies. CTE programs receiving Perkins funds must have a coherent sequence of courses to strengthen the academic and career technical skills of participating students and ensure learning in the core academic and CTE subjects.

The Board of Education is asked to approve the annual applications for the Carl D. Perkins Act funding, effective July 1, 2014 to June 30, 2015.

Financial Summary:
Preliminary Funding Allocation for Secondary CTE: $471,650
Preliminary Funding Allocation for EGACE CTE: TBD

Prepared By: Kathy Hamilton Division Approval: Christina Penta
Prepared By: Superintendent Approval: Steven M. Ladd, Ed. D.
ELK GROVE UNIFIED SCHOOL DISTRICT

Board Agenda Item

Subject: Elk Grove Unified School District (EGUSD)
Post Construction SWMP Standards

Action Requested:
The Board of Education is asked to (1) review the attached proposal from Herrera Engineering Consultants, Inc., and, (2) authorize the Administration to sign contracts to complete the Post Construction Standards.

Discussion:
On May 26, 2004, the Central Valley Regional Water Quality Control Board (CVRWQCB) designated EGUSD as a Small Municipal Separate Storm Sewer System (Small MS4) which required the development of a Storm Water Management Plan (SWMP). The SWMP was adopted by the Board of Education on June 20, 2006, and approved by the CVRWQCB on September 22, 2006. Approval of the SWMP authorized our participation in the State's General Order No. 2003-0005-DWQ and National Pollution Discharge Elimination System General Permit No. CAS000004 (2003 Small MS4 General Permit).

The SWMP outlines a six (6) year plan with ongoing requirements to develop programs in eight (8) Major Categories including: Program Management, Public Education, Public Involvement and Participation, Illicit Discharge Detection and Elimination, Construction Site Storm Water Management, Post Construction Storm Water Management, Pollution Prevention and Good Housekeeping, and Transportation Facility Storm Water Management. The Program assigns these responsibilities to various departments within the District.

In the area of Post Construction Storm Water Management there is a measurable goal outlined to develop a Post Construction Operation and Maintenance Plan for ongoing maintenance of facilities designed for water quality protection or improvement. Working with the CVRWQCB staff postponed the development of this standard, in order to avoid redundancy, pending a new General Permit for Construction and a new Water Quality Order for Small MS4 participants.

In 2013, the CVRWQCB completed the new Permits. EGUSD submitted a Notice of Intent and has gained coverage under the new General Order, utilizing our existing SWMP. As expected, the new General Order, as well as the new Construction General Permit are more restrictive than their predecessors. The time has come to complete the requirements of our SWMP by developing our Post Construction Storm Water Management Program (PCSWMP). The PCSWMP will be developed with input from the Maintenance and Operations Department as well as Construction and Planning divisions of Facilities and Planning and will be presented to the Board of Education at a later date for review and subsequent adoption.

The Facilities and Planning Department sought out experienced consultants throughout the region and received three (3) proposals to provide these services. Herrera Engineering Consultants, Inc., has been involved with the development of regional permit processes and storm water management practices since its inception. The Administration recommends authorizing a contract for consultant services to develop the Post Construction Storm Water Management Program to Herrera Engineering Consultants, Inc., for a Not to Exceed cost of $49,600.00.

Financial Summary:
Funded by Excess Tax Dollars, Fund 49.

Prepared By: Stacey Allison Division Approval: Robert Pierce
Prepared By: Lee Leavell Superintendent Approval: Steven M. Ladd, Ed.D.

File: sla/Word/BA6-3-14 Post Construction SWMP Standards
Subject: Marion Mix Elementary School Change Order No. 2

Division: Facilities and Planning

Meeting Date: June 3, 2014

Agenda Item No: 30

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

Discussion:
On October 15, 2013, the Board of Education awarded a contract to Broward Builders, Inc., for the Marion Mix Elementary School project. Change Order No. 2 consists of two (2) items. The complete change order, with backup, is on file in the Facilities and Planning office for review.

Prior to the new school project commencing, the development in the surrounding area progressed and utility infrastructure was installed from the North and South except for the frontage and public utilities infrastructure on our property (this is typical until properties are developed). As a result the infrastructure for public utilities within our frontage improvements is inadequate for today’s standards and requirements. Under the new State school construction funding rules, districts must begin construction within 90 days of receiving its funding approval. This required Staff and the design team to go out to bid sooner than anticipated while we were working with multiple agencies and coordinating their schedules, processes, and requirements for frontage public utility improvements. Our design team has now completed its work with engineers from Frontier Communications, AT&T, Comcast and SMUD to update the design of these improvements by providing additional infrastructure, conduits, pull-boxes and connection at both the North and South ends of our frontage improvements. Staff has worked with the design team and the contractor to negotiate additions and credits to the contractor’s scope of work based on the bid documents.

**Item #1**
Revise quantity, layout, and design of utility improvements along Franklin Boulevard school frontage to meet final design requirements of the multiple Public Utilities serving the site and adjacent areas. Requested by various Public Utilities and Architect.

ADD $80,174.00

**Item #2**
Delete redundant roof top safety harness system in lieu of safety grids provided at skylights. Requested by Architect.

DEDUCT ($46,790.00)

Attachment A provides detailed information on distribution of change order requests between Architect and District. Change Order Number 1 changes the contract amount of $18,490,702.00 by $33,384.00 to $18,524,086.00.

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

Prepared By: Brad Parsons
Prepared By: Lee Leavelle

Division Approval: Robert Pierce
Superintendent Approval: Steven M. Ladd, Ed.D.
## CONSTRUCTION COST SUMMARY
### CHANGE ORDER NO. 1 - 2

**PROJECT:** Marion Mix Elementary School  
**ARCHITECT:** Rainforth Grau Architects  
**CONTRACTOR:** Broward Builders, Inc.  
**CONTRACT AMOUNT:** $18,424,000.00

<table>
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<th>ARCHITECT INITIATED OR REQUESTED</th>
<th>EXISTING CONDITIONS</th>
<th>DISTRICT REQUESTED</th>
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<tr>
<td></td>
<td>Architectural</td>
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<td>SITE</td>
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<tr>
<td>TOTALS</td>
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<td>119,225.00</td>
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**TOTALS**                        | $95,594.00      |                      | $6,159.00 | ($1,667.00)

### SUMMARY:

- **Original Contract Amount:** $18,424,000.00  
  **Contract completion date:** April 9, 2015
- **Net Change Orders Architect Requested:** 95,594.00  0.52% addition to the contract amount  
  **Time extension:** 0 days
- **Net Change Orders Existing Conditions:** 6,159.00  0.03% addition to the contract amount  
  **Net Change Orders District Requested:** (1,667.00)  -0.01% addition to the contract amount
- **Total Change Orders 1 - 2:** 100,066.00  0.54% addition to the contract amount  
  **Total Current Contract Amount:** $18,524,086.00  
  **April 9, 2015**
Subject: Classroom Modifications at Sierra Enterprise Elementary School
Award of Contract – Lease/Leaseback (LLB)

Division: Facilities and Planning

Meeting Date: June 3, 2014

Agenda Item No: 31
Supplement No: 

Action Requested:
The Board of Education is asked to (1) authorize the Administration to sign all documents and contracts pertaining to this work.

Discussion:
On April 5, 2011, the Board of Education authorized the Administration to proceed with the work required for Phase I of the small classroom modifications including additional portable classrooms, appropriate connections, and pad preparation. Some sites also required upgrades to parking and sidewalks to accommodate current ADA requirements.

On June 19, 2012, the Board of Education authorized the Administration to proceed with the work required for Phase II to expand the size of various small classrooms for the 2012/2013 school year. Also the contract was in addition to the contract previously authorized by the Board of Education on June 5, 2012.

Administration is now prepared to proceed with Phase III of this important project at Sierra Enterprise Elementary School. Plans and specifications have been prepared to expand the size of the small classrooms at this site, including upgrades to parking and sidewalks that will accommodate current ADA requirements.

The Administration has negotiated a Guaranteed Maximum Price (GMP) with Bobo Construction, Inc., to perform this work and recommends an LLB contract with Bobo Construction, Inc., for a GMP of $___________00.

Note: The contract amount will be provided prior to the Board meeting.

Financial Summary:
Funded with Capital Facility Funds.

Prepared By: Brad Parsons
Division Approval: Robert Pierce
Prepared By: Lee Leavelle
Superintendent Approval: Steven M. Ladd Ed.D.