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
May 19, 2015
Closed Session – 5:00 p.m.
Regular Session – 6:00 p.m.

Public Comment on Items on Agenda or Not on the Agenda

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

CLOSED SESSION – 5:00 p.m.

1. Government Code Section 54956.9 Subdivision (d) Paragraph (2)
   Conference with Legal Counsel – Anticipated Litigation
   Significant Exposure to Litigation – 1 case

2. Government Code Section 54957
   Public Employee Discipline/Dismissal/Release/Complaint

3. Government Code Section 54957
   Public Employee Appointment/Employment: Elementary and High School Principals and Vice Principals

4. Government Code Section 54957.6
   Conference with Labor Negotiators
   Agency designated representatives: Christopher Hoffman, Brandon Krueger, Richard Fagan, Karen Rezendes
   Employee Organizations: All Elk Grove Unified School District Bargaining Units and Unrepresented Employees

5. Government Code Section 54957
   Public Employee Performance Evaluation
   Title: Superintendent

OPEN SESSION – 6:00 p.m.

I. Pledge of Allegiance

II. Presentations/Recognitions

6. High School Student Representatives – Laguna Creek and Pleasant Grove High Schools  10 Minutes

7. Recognition of 2014-2015 Student Board Representatives  10 Minutes
AGENDA
ELK GROVE UNIFIED SCHOOL DISTRICT
Regular Meeting of the Board of Education
May 19, 2015

Item | Time – Approximate
---|---
II. Presentations/Recognitions (Continued) | 
8. Recognition of Elk Grove High School’s Band Director | 5 Minutes
9. Time of Remembrance Program | 10 Minutes

III. Student Expulsion Recommendations | 

IV. LCAP | 
10. Local Control Accountability Planning | 20 Minutes

V. Budget Update | 
11. Budget Update | 10 Minutes

VI. Public Comment | 

VII. Bargaining Units | 

VIII. Reports - None | 

IX. Public Hearing/Action Item | 
12. Adjustment to School Facilities Fees | 5 Minutes

X. Discussion Items | 
13. Revisions to Board Policy 3100 – Budget Development Control | 5 Minutes
14. Revisions to Board Policies 3553 – Confidentiality of Free and Reduced Priced Meal Eligibility and 3555 – Nutrition Program Compliance | 10 Minutes

XI. Discussion/Action Items | 
15. Charter Discussion and Action | 10 Minutes

XII. Action Items | 
16. Contract for the Associate Superintendent for Human Resources | 5 Minutes

XIII. Board Member and Superintendent Reports | 10 Minutes
AGENDA
ELK GROVE UNIFIED SCHOOL DISTRICT
Regular Meeting of the Board of Education
May 19, 2015

Item                                                                                       Time – Approximate
XIV. Consent Agenda – Action 5 Minutes
  17. Approval of Minutes
  18. 2015-16 Board Meeting Schedule
  19. Personnel Actions
  20. Student Clinical Experience Agreement between Eastern New Mexico University and Elk Grove Unified School District
  21. Student Teaching and Internship Agreement with California State University, Chico
  22. California Teacher Association’s Visiting Educator Release Time Agreement
  23. Revisions to Board Policy 3513.3 – Tobacco-Free Schools
  24. Revisions to Board Policy 5131.62 – Tobacco
  25. Approval of Budget Transfers
  26. Approval of Purchase Order History
  27. Acceptance of Gifts
  28. Ratification of Contracts
  29. Ratification of Non Public School/Non Public Agency (NPS/NPA) Contracts
  30. 2015 Carpet Replacement at Various Sites Award of Contract
  31. New Dillard Elementary School – Increment 2A and 2B Change Order No. 3
  32. Right of Entry for City of Elk Grove Southside Avenue Improvement Project Fronting Jessie Baker Elementary School

XV. Other Action Items

  33. Discussion and Action on Items Removed From the Consent Agenda

XVI. Information Items

  34. Other Items from the Floor

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.
Action Requested:
The Board of Education is asked to recognize the 2014-2015 Student Board representatives.

Discussion:
During the 2014-2015 school year, the Board of Education has been kept apprised of academic and athletic activities, as well as special programs and events, through the fine reports delivered by our Student Board representatives. As Board representatives, these students have spoken on behalf of their peers and their schools and have served as valuable liaisons between their classmates and school district administration.

The Board is asked to recognize the 2014-2015 representatives to the Board of Education.

Financial Summary:
N/A

Prepared By: Christina C. Penna
Division Approval: Christina C. Penna

Prepared By: _________________________________ Superintendent Approval: Christopher R. Hoffman
Action Requested:

The Board is asked to recognize Mario Sebastian for leading the Elk Grove High School Symphonic Band to a Silver Award at the New York International Music Festival at Carnegie Hall.

Discussion:

The Board is asked recognize Elk Grove High School Band Director Mario Sebastian for his work with the EGHS Symphonic Band, which earned a Silver Award at the New York International Music Festival at Carnegie Hall.

The mission of the Music Festival is to present young musicians with an experience that offers the opportunity for musical growth while also creating lasting memories. To enhance the experience, the performance venue chosen for the festival was the prestigious Carnegie Hall. Admission into the festival was based on audition only and was limited to six high school groups and two university ensembles.

Last February 2014, Elk Grove High School auditioned through World Projects using a live Golden Empire recording which had received a Superior Rating. Ensembles from Pleasanton, Irvine, San Jose, Kansas State University, Germany and Elk Grove High School were chosen to perform in the April 7, 2015 festival. Elk Grove High School earned a Silver Award for its performances.

The Board is asked to recognize and commend Band Director Mario Sebastian from Elk Grove High School for leading the EGHS Symphonic Band to a Silver Award at the New York International Music Festival at Carnegie Hall.

Financial Summary:

N/A

Prepared By: Christina C. Penna
Division Approval: Christina C. Penna
Prepared By: 
Superintendent Approval: Christopher R. Hoffman

148.0415.0347
Time of Remembrance Program Report

**Action Requested:**

The Board of Education is requested to hear an update on the Time of Remembrance Program and the participation of EGUSD students. Representatives from the Northern California Time of Remembrance Committee and the California Museum will join Marielle Tsukamoto, Education Project Co-Chair of the Florin Japanese Citizens League, for this presentation.

**Discussion:**

On February 19, 1942, President Franklin D. Roosevelt signed Executive Order 9066 authorizing the U.S. Secretary of War and the military to declare certain areas of the United States to be of military importance and “from which any and all persons may be excluded.”

In the months that followed, men, women and children of Japanese descent were taken from their homes on the West Coast and sent to 10 internment camps where many remained until the war was over in 1945.

According to local historian, Elizabeth Pinkerton, more than half of the students of Elk Grove High School were taken away in May 1942, and the elementary schools of Florin, Sierra Enterprise, and Pleasant Grove lost most of their students. The area from today’s Highway 99 to Mather Air Force Base was strawberry fields farmed by Japanese-Americans. The strawberries rotted in the fields that year because there was no one to tend and harvest the strawberries.

Recognizing the huge impact that this injustice had on our area, the EGUSD Board of Education has annually, since 1983, approved a resolution to assure that this history is not forgotten.

The program, championed by the late Mary Tsukamoto and supported by former Superintendent Glenn Houdé, was first housed at the original Elk Grove Elementary School. Over the years, attendance grew and in 1999, the Time of Remembrance Program was moved to the California Museum.

The annual resolution affirms a Day of Remembrance and fifth grade students and their teachers have the opportunity to attend a unique living history experience at the California Museum where they learn about the Japanese internment and about the rights denied to U.S. citizens during World War II. This year, the Governing Board of the Elk Grove Unified School District affirmed January 20, 2015, as the annual Day of Remembrance and our students and their teachers visited the Time of Remembrance Program from January 26 – March 20, 2015.

Marielle Tsukamoto, daughter of the late Al and Mary Tsukamoto, along with the Florin, Lodi, Placer County, and Sacramento chapters of the Japanese American Citizens League and the Veterans of Foreign Wars, have worked tirelessly over the years to assure that this exceptional history event continues for our fifth grade students.
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: Christopher R. Hoffman
Subject: Budget Update

Department: Finance & School Support

Action Requested:
The Board of Education is asked to receive a budget update on the Governor’s proposed May Revision.

Financial Summary:
No financial impact.

Prepared By: _____________________________ Division Approval: Rich Fagan
Prepared By: _____________________________ Interim Superintendent Approval: Christopher R. Hoffman
Subject: Adjustment to School Facilities Fees

Department: Facilities and Planning

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 the public hearing, 3) review, consider and adopt the findings contained in Resolution No. 64-14-15 approving the March 2015 School Facilities Needs Analysis and the increased Level 2 and Level 3 Fees for residential development identified therein.

Discussion:

Pursuant to Government Code Sections 65995.5 et. seq., the District is required to adopt a School Facilities Needs Analysis (SFNA) in order to levy on new residential construction alternative school impact fees (Level 2 and Level 3 Fees) that are higher than the statutory (Level 1) fees set by the State of California. The March 2015 SFNA, prepared by Odell Planning and Research, Inc., demonstrates that the District may impose $4.91 per square foot in Level 2 Fees and $9.81 per square foot in Level 3 Fees on new residential construction. Prior to adopting the SFNA, the Board must conduct a public hearing and respond to any comments it receives.

This new Level 2 rate of $4.91 represents an increase of $0.04 from the current square footage rate of $4.87, which was adopted by the Board of Education on June 3, 2014. To put this fee increase into perspective, based upon the proposed new rate, the school impact fee for the construction of a new 2,200 square foot home in our district would go from $10,714 to $10,802.

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.

The District’s March 2015 SFNA is attached and was made available for public review at least 30 days prior to the public meeting, beginning on April 17, 2015, as required by law for the adoption of alternative school fees. At the April 21, 2015 meeting, the Board of Education received information regarding the March 2015 SFNA and the proposed school impact fee increase.

It is recommended that the Board review, consider, and adopt the findings contained in Resolution No. 64-14-15 approving the March 2015 SFNA and adopting the increased Level 2 Fees and Level 3 Fees for new 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: Christopher R. Hoffman

file: BA 2015 SFNA 5-19-15.doc
RESOLUTION NO. 64

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 March 2015, (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 May 19, 2015, 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 $4.91 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 $9.81 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 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 19th day of May 2015, 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
SCHOOL FACILITIES NEEDS ANALYSIS

Prepared for

Elk Grove Unified School District
9510 Elk Grove-Florin Road
Elk Grove, California 95624
(916) 686-7711

Prepared by

ODELL Planning & Research, Inc.
School Facility Planning • Environmental Analysis • Demographics
7600 N. Ingram Avenue, Suite 121
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March 2015
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## APPENDICES

- B-1  Projected New Residential Units During the Next Five Years
- B-2  Student Generation Rate Study Procedure and Rates
- B-3  Site Acquisition Costs
- B-4  Site Development Costs
- B-5  Planned New School Facilities and Other School Projects
- B-6  Average Residential Unit Square Footage
SECTION A
INTRODUCTION

School districts are authorized to collect fees on new residential and commercial/industrial development in accordance with Education Code Section 17620 and Government Code Section 65995. The traditional development fees (referred to as “Level 1” fees) are currently capped at $3.36 per square foot for residential development and $0.54 per square foot for commercial/industrial development.

The Leroy F. Greene School Facilities Act of 1998 allows school districts to charge a fee on new residential construction as an alternative to the traditional (“Level 1”) residential developer fee, if certain requirements are met. The alternative fees are referred to as Level 2 and Level 3 fees and may exceed the Level 1 fee up to an amount justified through the preparation of a “school facilities needs analysis” in accordance with Government Code Section 65995.6 and the related fee calculation requirements of Sections 65995.5 and 65995.7.

This School Facilities Needs Analysis is intended to replace the analysis prepared in April 2014 and adopted on June 3, 2014. A School Facilities Needs Analysis may be revised any time and is subject to the same conditions and requirements applicable to the original adoption. The alternative fees adopted in accordance with the prior needs analysis are effective for no more than one year.

The current Level 2 fee is $4.87 per square foot. This updated analysis justifies an increase in the Level 2 fee to $4.91 per square foot.

In addition to preparing a School Facilities Needs Analysis, Government Code Section 65995.5(b) states that a school district must meet two other requirements to be eligible to impose alternative fees:

1. The district must make timely application to and be determined to be eligible by the State Allocation Board for new school facility construction funding.

2. The district must satisfy at least two of four alternative conditions set forth in Government Code Section 65995.5 (b)(3). The four alternative conditions are:

   a. the district has substantial enrollment on a multi-track year-round schedule;

   b. the district has placed a local general obligation bond measure for school facilities on the ballot in the last four years that received at least 50 percent plus one vote;

   c. the district has issued debt or incurred obligations for capital outlay in an amount equivalent to 15 percent of its local bonding capacity; or in an amount equivalent to 30 percent of such local bonding capacity, if special taxes levied pursuant to Chapter 2.5 (commencing with Section 53311) of Division 2 of Title 5, approved by a vote of landowners after November 4, 1998, are included in the repayment of indebtedness;

   d. at least 20 percent of the district’s teaching stations are relocatable classrooms.
Requirement 1, above, is met because the District has been determined to be eligible by the State Allocation Board for new school facility construction funding and has applied for such funding. Requirement 2 has been met because the District meets the local bonding capacity requirement and because at least 20 percent of the District’s teaching stations are relocatable classrooms.
SECTION B
LEVEL 2 AND 3 FEE JUSTIFICATION

INTRODUCTION

This section presents a step-by-step calculation of the Level 2 school facilities fee that can be justified for new residential development in the District in accordance with the requirements of Government Code Sections 65995.5 and 65995.6. The Level 3 fee is also calculated pursuant to Government Code Section 65995.7.

STEP 1: FIVE-YEAR PROJECTION OF RESIDENTIAL UNITS

The first step in the analysis is to project the number of residential units to be constructed in the District during the next five years. As a first step in this process, it is appropriate to evaluate District development activity in the recent past and to consider local agency plans and projections for residential development activity.

Residential development activity in the District between January 1, 2010, and December 31, 2014, based on developer fee records, is shown below on Table 1-1.

<table>
<thead>
<tr>
<th>Year</th>
<th>Single Family Units</th>
<th>Multiple Family Units</th>
<th>Condominium Units</th>
<th>Total Residential Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010</td>
<td>445</td>
<td>0</td>
<td>0</td>
<td>445</td>
</tr>
<tr>
<td>2011</td>
<td>470</td>
<td>204</td>
<td>0</td>
<td>674</td>
</tr>
<tr>
<td>2012</td>
<td>722</td>
<td>102</td>
<td>0</td>
<td>824</td>
</tr>
<tr>
<td>2013</td>
<td>732</td>
<td>0</td>
<td>0</td>
<td>732</td>
</tr>
<tr>
<td>2014</td>
<td>823</td>
<td>64</td>
<td>0</td>
<td>887</td>
</tr>
<tr>
<td>Total</td>
<td>3,192</td>
<td>370</td>
<td>0</td>
<td>3,562</td>
</tr>
<tr>
<td>Average</td>
<td>638</td>
<td>74</td>
<td>0</td>
<td>712</td>
</tr>
</tbody>
</table>

Source: Elk Grove Unified School District (Developer Fee Records), 2010-2014

Table 1-1 indicates that developer fees were paid for 3,192 single family units in the District during the past five years. This is an average of 638 single family units per year. As shown in Table 1-1, single family residential development activity has been increasing every year during the five year period, which is indicative of an improving housing market.

The number of multiple family units has ranged from a high of 204 units in 2011 to a low of zero units in 2010 and 2013. The annual average for the past five years was 74 units.

Table 1-1 indicates that no developer fees were paid for condominium units during the past five years.

The Sacramento County 2030 General Plan update was adopted by the Sacramento County Board of Supervisors on November 9, 2011. The County currently has adequate residential holding capacity to meet its housing needs through 2030. Approximately 60% of this existing holding...
capacity is in the Elk Grove Unified School District. Key changes in the 2030 General Plan update include a new growth management strategy, a stronger focus on addressing existing communities and revitalizing aging commercial corridors, a new Economic Development Element, and strategies to reduce greenhouse gas emissions consistent with state law.

The City of Elk Grove General Plan was adopted in November 2003. All expected growth in the City of Elk Grove General Plan is within the boundaries of EGUSD. The City of Sacramento's 2030 General Plan, adopted in March 2009, anticipates very little growth in the EGUSD portion of its boundaries. The City of Rancho Cordova General Plan, adopted in June 2006, anticipates thousands of additional residential units in new growth areas of the Sunrise Douglas Community Plan area.

Projections for residential development during the next five years are presented in Table 1-2. Table 1-2 projects that approximately 5,625 single family units, 665 multiple family units and 50 condominium units will be constructed during the next five years. The projections take into consideration current housing market conditions (which are improving), adopted land use plans and approved development projects.

<table>
<thead>
<tr>
<th>Year</th>
<th>Single Family Units</th>
<th>Multiple Family Units</th>
<th>Condominium Units</th>
<th>Total Residential Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015-16</td>
<td>1,075</td>
<td>100</td>
<td>0</td>
<td>1,175</td>
</tr>
<tr>
<td>2016-17</td>
<td>1,175</td>
<td>100</td>
<td>0</td>
<td>1,275</td>
</tr>
<tr>
<td>2017-18</td>
<td>1,200</td>
<td>150</td>
<td>0</td>
<td>1,350</td>
</tr>
<tr>
<td>2018-19</td>
<td>1,325</td>
<td>150</td>
<td>0</td>
<td>1,475</td>
</tr>
<tr>
<td>2018-19</td>
<td>1,450</td>
<td>150</td>
<td>0</td>
<td>1,600</td>
</tr>
<tr>
<td>Total</td>
<td>6,225</td>
<td>650</td>
<td>0</td>
<td>6,875</td>
</tr>
</tbody>
</table>

Source: Elk Grove Unified School District, 2015 (Appendix B-1)

**STEP 2: PROJECT NUMBER OF STUDENTS GENERATED BY NEW RESIDENTIAL UNITS**

The number of students generated by residential units constructed during the next five years is projected by multiplying the student generation rates for new residential development in the District by the number of units projected in Step 1. The student generation rates for new residential units in the District are shown in Table 2-1. The methodology used by the District to determine the student generation rates is detailed in Appendix B-2.
**TABLE 2-1**
Elk Grove Unified School District
STUDENT GENERATION RATES

<table>
<thead>
<tr>
<th>Grade Level</th>
<th>Single Family Units</th>
<th>Multi-Family Units</th>
<th>Condo Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary (K-6)</td>
<td>0.3751</td>
<td>0.3469</td>
<td>0.1358</td>
</tr>
<tr>
<td>Middle School (7-8)</td>
<td>0.1181</td>
<td>0.0879</td>
<td>0.0331</td>
</tr>
<tr>
<td>High School (9-12)</td>
<td>0.2299</td>
<td>0.1808</td>
<td>0.0795</td>
</tr>
<tr>
<td>Total (K-12)</td>
<td>0.7231</td>
<td>0.6156</td>
<td>0.2484</td>
</tr>
</tbody>
</table>

Source: Elk Grove Unified School District (Appendix B-2), 2015

Table 2-2 shows the projected number of students generated by residential units constructed during the next five years. As indicated by the table, a total of 2,560 elementary school students, 792 middle school students and 1,549 high school students are projected to be generated by residential units projected to be constructed during the next five years.

**TABLE 2-2**
Elk Grove Unified School District
STUDENTS GENERATED BY RESIDENTIAL UNITS CONSTRUCTED DURING THE NEXT FIVE YEARS

<table>
<thead>
<tr>
<th>Grade Level</th>
<th>Number of Units</th>
<th>Student Generation Rate</th>
<th>New Development Students</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Single Family Development</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>K-6</td>
<td>6,225</td>
<td>0.3751</td>
<td>2,335</td>
</tr>
<tr>
<td>7-8</td>
<td>6,225</td>
<td>0.1181</td>
<td>735</td>
</tr>
<tr>
<td>9-12</td>
<td>6,225</td>
<td>0.2299</td>
<td>1,431</td>
</tr>
<tr>
<td><strong>Multiple Family Development</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>K-6</td>
<td>650</td>
<td>0.3469</td>
<td>225</td>
</tr>
<tr>
<td>7-8</td>
<td>650</td>
<td>0.0879</td>
<td>57</td>
</tr>
<tr>
<td>9-12</td>
<td>650</td>
<td>0.1808</td>
<td>118</td>
</tr>
<tr>
<td><strong>Condominium Development</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>K-6</td>
<td></td>
<td>0.1358</td>
<td>0</td>
</tr>
<tr>
<td>7-8</td>
<td></td>
<td>0.0331</td>
<td>0</td>
</tr>
<tr>
<td>9-12</td>
<td></td>
<td>0.0795</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Students From New Development</strong></td>
<td></td>
<td></td>
<td>2,560</td>
</tr>
<tr>
<td>K-6</td>
<td></td>
<td></td>
<td>792</td>
</tr>
<tr>
<td>7-8</td>
<td></td>
<td></td>
<td>1,549</td>
</tr>
</tbody>
</table>

Source: Elk Grove Unified School District (Development Projections & Student Generation Rates), 2015

The number of students generated in Table 2-2 is adjusted in Table 2-3 to account for the number of Special Day Class (SDC) students that would be generated by new development. Based upon the existing percentage of SDC students in each grade grouping, Table 2-3 estimates the number of SDC students generated by new development (52 Non-severe and 74 Severe) and subtracts them from the number of students projected in Table 2-2. The net number of students generated by new development, less SDC students, would be 2,498 in grades K-6, 770 in grades 7-8 and 1,507 in grades 9-12.
TABLE 2-3
Elk Grove Unified School District
SDC STUDENTS GENERATED BY NEW RESIDENTIAL UNITS
(FIVE YEARS)

<table>
<thead>
<tr>
<th>Grade Level</th>
<th>Students Projected in Table 2-2</th>
<th>SDC Percentage</th>
<th>SDC Students</th>
<th>Table 2-2 Students Less SDC</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Non-severe</td>
<td>Severe</td>
<td>Non-severe Severe</td>
</tr>
<tr>
<td>K-6</td>
<td>2,560</td>
<td>1.25%</td>
<td>1.17%</td>
<td>32</td>
</tr>
<tr>
<td>7-8</td>
<td>792</td>
<td>0.87%</td>
<td>1.89%</td>
<td>7</td>
</tr>
<tr>
<td>9-12</td>
<td>1,549</td>
<td>0.87%</td>
<td>1.89%</td>
<td>13</td>
</tr>
<tr>
<td>Total SDC</td>
<td></td>
<td></td>
<td></td>
<td>52</td>
</tr>
</tbody>
</table>


STEP 3: DETERMINE EXCESS FACILITIES CAPACITY

Based on the information on the District’s most recent Capacity Baseline Adjustment Worksheet, the District’s existing school building capacity is 26,339 for grades K-6, 9,547 for grades 7-8, 19,055 for grades 9-12, 975 for SDC Non-severe students and 315 for SDC Severe students. The total capacity is inclusive of projects at all grade levels that have been approved for apportionment by the State Allocation Board but have not yet completed construction.

Section 65995.6(b)(2) of the Government Code requires that the analysis “identify and consider the extent to which projected enrollment growth may be accommodated by excess capacity in existing facilities.” To determine whether there is any excess capacity to house new development students, Table 3-1 compares the 2014-15 enrollment in each grade grouping to the existing school building capacity. As shown by Table 3-1, facilities capacity exists to accommodate 79 students in grades 9-12 and 313 SDC Non-severe students. Table 3-1 indicates the District currently needs capacity for 6,741 students in grades K-6, 89 students in grades 7-8 and 611 SDC Severe students.

TABLE 3-1
Elk Grove Unified School District
EXCESS FACILITIES CAPACITY (OR CAPACITY NEEDED)

<table>
<thead>
<tr>
<th>Grade Level</th>
<th>Facilities Capacity</th>
<th>2014-15 Enrollment</th>
<th>Excess Capacity (or Capacity Needed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>K-6</td>
<td>26,339</td>
<td>33,080</td>
<td>None (6,741)</td>
</tr>
<tr>
<td>7-8</td>
<td>9,547</td>
<td>9,636</td>
<td>None (89)</td>
</tr>
<tr>
<td>9-12</td>
<td>19,055</td>
<td>18,976</td>
<td>79</td>
</tr>
<tr>
<td>SDC Non-severe</td>
<td>975</td>
<td>662</td>
<td>313</td>
</tr>
<tr>
<td>SDC Severe</td>
<td>315</td>
<td>926</td>
<td>None (611)</td>
</tr>
</tbody>
</table>

Source: Elk Grove Unified School District, 2015

Odell Planning & Research, Inc.  B-4  Elk Grove Unified School District
School Facilities Needs Analysis
STEP 4: DETERMINE NUMBER OF UNHOUSED STUDENTS GENERATED BY NEW DEVELOPMENT

The number of unhoused students from new development for the next five years is determined in Table 4-1 by subtracting any available capacity in Table 3-1 from the number of students generated by new development. Since there is no capacity available in grades K-6, 7-8 and SDC Severe, all of the students projected from new development in grades K-6, 7-8 and SDC Severe will be unhoused. However, Table 4-1 shows that there is excess capacity for 79 students in grades 9-12 and 313 SDC Non-severe students. Therefore, the number of unhoused students generated by new development in grades 9-12 and SDC Non-severe would be 1,428 and 0, respectively.

<table>
<thead>
<tr>
<th>Grade Level</th>
<th>New Development Students</th>
<th>Excess Capacity</th>
<th>Unhoused Students</th>
</tr>
</thead>
<tbody>
<tr>
<td>K-6</td>
<td>2,498</td>
<td>0</td>
<td>2,498</td>
</tr>
<tr>
<td>7-8</td>
<td>770</td>
<td>0</td>
<td>770</td>
</tr>
<tr>
<td>9-12</td>
<td>1,507</td>
<td>79</td>
<td>1,428</td>
</tr>
<tr>
<td>SDC Non-severe</td>
<td>52</td>
<td>313</td>
<td>0</td>
</tr>
<tr>
<td>SDC Severe</td>
<td>74</td>
<td>0</td>
<td>74</td>
</tr>
</tbody>
</table>

Source: Odell Planning & Research, 2015; Elk Grove Unified School District, 2015

STEP 5: CALCULATE ALLOWABLE SCHOOL FACILITIES COSTS

School facilities costs are broken down into three categories: building construction, site acquisition and site development. The allowable District cost of school building construction for unhoused students from new development is calculated by multiplying the number of new development students needing facilities by the per student cost allowances specified in Education Code Section 17072.10(a), as annually adjusted by the State Allocation Board. The allowances used in this report include the adjusted additional grants for automatic fire detection and sprinkler systems.

As indicated by Table 5-1, the total allowable District building construction cost for unhoused students generated by new development during the next five years is $55,084,278.

---

1 At the time of report preparation the State Allocation Board had not adjusted the cost allowances for 2015. Therefore, 2014 allowance amounts are used. The per student cost allowances are intended to provide the District’s 50 percent share of the cost of facilities, with the remaining 50 percent provided by the state building program. The actual District cost for school facilities may be greater than the state allowances.

Odell Planning & Research, Inc. B-5 Elk Grove Unified School District School Facilities Needs Analysis
TABLE 5-1
Elk Grove Unified School District
ALLOWABLE BUILDING CONSTRUCTION COST FOR UNHOUSED
NEW DEVELOPMENT STUDENTS

<table>
<thead>
<tr>
<th>Grade Level</th>
<th>Unhoused Students</th>
<th>Cost Per Student</th>
<th>Allowable Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>K-6</td>
<td>2,498</td>
<td>$10,099</td>
<td>$25,227,302</td>
</tr>
<tr>
<td>7-8</td>
<td>770</td>
<td>$10,706</td>
<td>$8,243,620</td>
</tr>
<tr>
<td>9-12</td>
<td>1,428</td>
<td>$13,661</td>
<td>$19,507,908</td>
</tr>
<tr>
<td>SDC Non-severe</td>
<td>0</td>
<td>$19,028</td>
<td>$0</td>
</tr>
<tr>
<td>SDC Severe</td>
<td>74</td>
<td>$28,452</td>
<td>$2,105,448</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$55,084,278</td>
</tr>
</tbody>
</table>


Government Code Section 65995.5(c)(1) allows site acquisition and development costs to be added to the building construction cost for new development students. According to Section 65995.5(h), site acquisition costs “shall not exceed half of the amount determined by multiplying the land acreage determined to be necessary under the guidelines of the State Department of Education, as published in the ‘School Site Analysis and Development Handbook,’ as that handbook read as of January 1, 1998, by the estimated cost determined pursuant to Section 17072.12 of the Education Code. Site development costs shall not exceed the estimated amount that would be funded by the State Allocation Board pursuant to its regulations governing grants for site development costs.”

Site acquisition costs are estimated by the District, as follows: $2,809,182 for an elementary school site and $21,349,782 for a combined middle school and high school site (see Appendix B-3). (Future middle and high schools will be constructed on combined sites). One-half of these respective amounts, divided by a typical capacity of 850 for an elementary school, 1,200 for a middle school and 2,200 for a high school (3,400 total for secondary grades), equals an allowable District cost per student for site acquisition of $1,652 per elementary school student and $3,140 per middle and high school student. Site acquisition costs for SDC students were calculated based on a weighted average between elementary and secondary costs based on the projected proportion of SDC students in the elementary and secondary grades.

Table 5-2 indicates that the total allowable site acquisition cost to accommodate projected students from new development is $11,214,896.
TABLE 5-2
Elk Grove Unified School District
ALLOWABLE SITE ACQUISITION COST FOR UNHOUSED NEW DEVELOPMENT STUDENTS

<table>
<thead>
<tr>
<th>Grade Level</th>
<th>Unhoused Students</th>
<th>Cost Per Student</th>
<th>Allowable Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>K-6</td>
<td>2,498</td>
<td>$1,652</td>
<td>$4,126,696</td>
</tr>
<tr>
<td>7-8</td>
<td>770</td>
<td>$3,140</td>
<td>$2,417,800</td>
</tr>
<tr>
<td>9-12</td>
<td>1,428</td>
<td>$3,140</td>
<td>$4,483,920</td>
</tr>
<tr>
<td>SDC Non-severe</td>
<td>0</td>
<td>$2,214</td>
<td>$0</td>
</tr>
<tr>
<td>SDC Severe</td>
<td>74</td>
<td>$2,520</td>
<td>$186,480</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$11,214,896</strong></td>
</tr>
</tbody>
</table>


Allowable site development costs include service site, offsite, utilities and general site costs. One-half the estimated service site, offsite, and utilities costs are allowable. Allowable general site amounts are based on a per acre grant amount plus a percent of the base student construction grant amount (see Appendix B-4 for details). The per student amounts in Table 5-3 are the sum of the service site, offsite, utilities, and general site amounts. Table 5-3 indicates that the total allowable site development cost to accommodate projected students from new development is $10,825,132.

TABLE 5-3
Elk Grove Unified School District
ALLOWABLE SITE DEVELOPMENT COST FOR UNHOUSED NEW DEVELOPMENT STUDENTS

<table>
<thead>
<tr>
<th>Grade Level</th>
<th>Unhoused Students</th>
<th>Cost Per Student</th>
<th>Allowable Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>K-6</td>
<td>2,498</td>
<td>$1,971</td>
<td>$4,923,558</td>
</tr>
<tr>
<td>7-8</td>
<td>770</td>
<td>$2,687</td>
<td>$2,068,990</td>
</tr>
<tr>
<td>9-12</td>
<td>1,428</td>
<td>$2,562</td>
<td>$3,658,536</td>
</tr>
<tr>
<td>SDC Non-severe</td>
<td>0</td>
<td>$2,217</td>
<td>$0</td>
</tr>
<tr>
<td>SDC Severe</td>
<td>74</td>
<td>$2,352</td>
<td>$174,048</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$10,825,132</strong></td>
</tr>
</tbody>
</table>


The total allowable school facilities costs to accommodate students generated by new development during the next five years are shown on Table 5-4. The total costs were determined to be $77,124,306.
TABLE 5-4
Elk Grove Unified School District
TOTAL ALLOWABLE SCHOOL FACILITIES COSTS
FOR UNHOUSED NEW DEVELOPMENT STUDENTS

<table>
<thead>
<tr>
<th>Type of Cost</th>
<th>Allowable Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Construction</td>
<td>$55,084,278</td>
</tr>
<tr>
<td>Site Acquisition</td>
<td>$11,214,896</td>
</tr>
<tr>
<td>Site Development</td>
<td>$10,825,132</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$77,124,306</strong></td>
</tr>
</tbody>
</table>

A list of the District’s planned school facilities projects, for which developer fees will be expended, is included in Appendix B-5.

**STEP 6: DETERMINE DEDICATED LOCAL FUNDS**

Pursuant to Section 69995.5(e)(2), the full amount of any local funds dedicated to school facilities necessitated by students from new development must be subtracted from the cost determined in Step 5. The District has the following possible sources of local funding:

Reimbursements: There have been instances when the District received reimbursement money for infrastructure development not funded by the State School Building Program but reimbursed by the County of Sacramento or utility companies. Any reimbursements have been accounted for in the site development costs used in this analysis.

Redevelopment Pass-Throughs: Based on information provided by the Sacramento County Office of Education, the District’s RDA income for the 2014-15 fiscal year as of March 23, 2015, was $0. The District has no way to predict whether or how much RDA income may be posted in the 2014-15 fiscal year. For the 2013-14 fiscal year, the District’s net RDA income was $160,869.

Excess Tax Proceeds: Excess tax proceeds refer to special tax dollars collected above the cost of the debt service owed on bonds. The excess tax proceeds for 2014-15 amounted to $1,220,429. Excess tax revenue will be expended on operational costs, staff, to pay claims against the special tax district and to fund school projects.

School Fees: The District collects $0.54 per square foot in statutory school fees for commercial and industrial development and $4.87 per square foot for residential construction. In 2014, fees were collected on 450,452 square feet of non-exempt commercial/industrial development, which amounted to $240,186. As of March 23, 2015, the District had $14,086,746 in its developer fee fund. All of the monies in the developer fee fund are committed to school facilities projects. These funds are not available to provide facilities to students generated by new development over the next five years because the funds are necessary to provide adequate facilities for students from prior development. The cost to provide facilities for existing unhouused students is approximately $108.7 million (see Table 6-1).

Mello-Roos Special Tax: Because of funding deficiencies associated with state funds and developer fees, the District, in 1987, implemented a Mello-Roos Special Tax. On March 10, 1998, the voters approved an additional $205 million of bond authorization. Mello-Roos funds are intended to
provide an alternate source of funds to mitigate the late arrival of state funds, offset state funding shortfalls, finance facilities needs that are not funded by the state building program or developer fees, and to provide funding for modernization, deferred maintenance related projects, core facility additions, non-growth related improvements, technology and student support services. Mello-Roos funds, therefore, are not considered by the District to be available to supplement the developer fee.

As shown in Step 3, the District currently lacks capacity for 6,741 students in grades K-6, 89 students in grades 7-8 and 611 SDC Severe students. The cost to house these students from existing development is presented in Table 6-1 and is based upon the allowable per student costs for building construction, site acquisition and site development shown in Tables 5-1, 5-2 and 5-3.

### Table 6-1

<table>
<thead>
<tr>
<th>Grade Level</th>
<th>Number of Students</th>
<th>Cost Per Student</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Building Construction Cost</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>K-6</td>
<td>6,741</td>
<td>$10,099</td>
<td>$68,077,359</td>
</tr>
<tr>
<td>7-8</td>
<td>89</td>
<td>$10,706</td>
<td>$952,834</td>
</tr>
<tr>
<td>9-12</td>
<td>0</td>
<td>$13,661</td>
<td>$0</td>
</tr>
<tr>
<td>SDC Non-severe</td>
<td>0</td>
<td>$19,028</td>
<td>$0</td>
</tr>
<tr>
<td>SDC Severe</td>
<td>611</td>
<td>$28,452</td>
<td>$17,384,172</td>
</tr>
<tr>
<td><strong>Site Acquisition Cost</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>K-6</td>
<td>3,341</td>
<td>$1,652</td>
<td>$5,519,332</td>
</tr>
<tr>
<td>7-8</td>
<td>89</td>
<td>$3,140</td>
<td>$279,460</td>
</tr>
<tr>
<td>9-12</td>
<td>0</td>
<td>$3,140</td>
<td>$0</td>
</tr>
<tr>
<td>SDC Non-severe</td>
<td>0</td>
<td>$2,212</td>
<td>$0</td>
</tr>
<tr>
<td>SDC Severe</td>
<td>611</td>
<td>$2,520</td>
<td>$1,539,720</td>
</tr>
<tr>
<td><strong>Site Development Cost</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>K-6</td>
<td>6,741</td>
<td>$1,971</td>
<td>$13,286,511</td>
</tr>
<tr>
<td>7-8</td>
<td>89</td>
<td>$2,687</td>
<td>$239,143</td>
</tr>
<tr>
<td>9-12</td>
<td>0</td>
<td>$2,562</td>
<td>$0</td>
</tr>
<tr>
<td>SDC Non-severe</td>
<td>0</td>
<td>$2,217</td>
<td>$0</td>
</tr>
<tr>
<td>SDC Severe</td>
<td>611</td>
<td>$2,352</td>
<td>$1,437,072</td>
</tr>
<tr>
<td><strong>Total Cost</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>K-6</td>
<td></td>
<td></td>
<td>$86,883,202</td>
</tr>
<tr>
<td>7-8</td>
<td></td>
<td></td>
<td>$1,471,437</td>
</tr>
<tr>
<td>9-12</td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>SDC Non-severe</td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>SDC Severe</td>
<td></td>
<td></td>
<td>$20,360,964</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$108,715,603</td>
</tr>
</tbody>
</table>


The District owns four future elementary school site purchased using previously collected developer fees. Because these sites can provide capacity for 3,400 students when constructed (850 x 4), the number of existing unhoused K-6 students for the purpose of calculating site acquisition cost in Table 6-1 has been reduced to 3,341 students (6,741 – 3,400).
By comparing the potentially available local funds for new construction with the cost of providing school facilities for unhoused students from existing development in Table 6-1, it is evident that all possible local funds for new construction would be exhausted providing school facilities for unhoused students from existing development. Therefore, no local funding will be available to provide facilities for projected unhoused students from new development.

**STEP 7: CALCULATE LEVEL 2 FEE**

In accordance with Section 65995.5(c)(3) of the Government Code, the District’s justifiable Level 2 fee is calculated by dividing the allowable school facilities costs for new development students determined in Step 5 by the projected total square footage of assessable space of residential units anticipated to be constructed during the next five years. The total square footage for residential units projected to be constructed in the District is presented in Table 7-1. This was determined by multiplying the respective average square footage of single family and multiple family units developed in the District during the past three years\(^2\) (see Appendix B-6) by the projected number of units determined in Step 1.

<table>
<thead>
<tr>
<th>Number/Type of Units</th>
<th>Square Footage Per Unit</th>
<th>Total Square Footage Constructed</th>
</tr>
</thead>
<tbody>
<tr>
<td>6,225 Single Family</td>
<td>2,419</td>
<td>15,058,275</td>
</tr>
<tr>
<td>650 Multiple Family</td>
<td>1,013</td>
<td>658,450</td>
</tr>
<tr>
<td>0 Condominium</td>
<td>1,473</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>15,716,725</td>
</tr>
</tbody>
</table>

Source: Elk Grove Unified School District (Developer Fee Records); Odell Planning & Research, Inc., 2015

Table 7-2 calculates the Level 2 fee by dividing the allowable school facilities costs for projected students generated by new development (Step 5) by the projected residential square footage determined in Table 7-1. The resulting Level 2 residential fee is $4.91 per square foot.

<table>
<thead>
<tr>
<th>Allowable Costs For New Development Students</th>
<th>Projected Residential Square Footage</th>
<th>Cost Per Square Foot (Level 2 Fee)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$77,124,306</td>
<td>15,716,725</td>
<td>$4.91</td>
</tr>
</tbody>
</table>

Source: Odell Planning & Research, Inc., 2015

---

\(^2\) For condominium unit average square footage, 2009 data was used since no condominium units were constructed during the past five years.
STEP 8: DETERMINE LEVEL 3 FEE

For the Level 3 fee, Government Code Section 65995.7(a) provides that if state funds for new facility construction are not available, a district that complies with Section 65995.5 may increase the alternative fee by an amount not to exceed the amount determined previously in Step 7. In other words, if state funding is not available, the Level 2 fee may be effectively doubled to cover the full state-allowed cost of facilities. Therefore, the Level 3 fee is calculated in Table 8-1 by dividing the full state-allowed facilities costs by the projected residential square footage.

<table>
<thead>
<tr>
<th>TABLE 8-1</th>
<th>Elk Grove Unified School District</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEVEL 3 FEE</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>100% State Facilities Costs For New Development Students</th>
<th>Projected Residential Square Footage</th>
<th>Cost Per Square Foot (Level 3 Fee)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$154,248,612</td>
<td>15,716,725</td>
<td>$9.81</td>
</tr>
</tbody>
</table>

Source: Odell Planning & Research, Inc., 2015
SECTION C
NEXUS FINDINGS

In order to charge development fees, Section 66001 of the Government Code requires that the District determine that there is a reasonable relationship or nexus between:

- the fee’s use and the type of development project on which the fee is imposed;
- the need for the public facility and the type of development project on which the fee is imposed; and
- the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

As required by Government Code Section 66001, this report demonstrates the following:

1. Use of the fee for new school facilities relates directly to the development of new residential units.
   - Based upon past development activity, adopted land use plans and approved development projects, approximately 6,225 single family units, 650 multiple family units and 0 condominium units will be constructed in the District during the next five years (see Section B, Step 1).
   - Students will be generated by new residential development. Single family residential development generates an average of .7231 grades K-12 students per unit (see Section B, Step 2). Multiple family and condominium units generate an average of .6156 and .2484 grades K-12 students, respectively.
   - New development is expected to generate approximately 4,901 additional students in the District during the next five years, including 2,498 in grades K-6, 770 in grades 7-8, 1,507 in grades 9-12, 52 SDC Non-severe students and 74 SDC Severe students (see Section B, Step 2).

b. The District needs additional school facilities to accommodate students from new development.
   - The District currently lacks facilities capacity to adequately house existing students in grades K-6, 7-8 and SDC Severe (see Section B, Step 3).
   - The District will need additional school facilities to house the following number of students generated by new development during the next five years: 2,498 in grades K-6, 770 in grades 7-8, 1,428 in grades 9-12, and 74 SDC Severe students (see Section B, Step 4).

c. The amount of fees charged is reasonably related to the cost of facilities attributable to new development projects.
   - Section B justifies a Level 2 Fee of $4.91 per square foot and a Level 3 Fee of $9.81 per square foot. The Level 2 and Level 3 fees are intended to provide 50% and 100% of the cost of providing school facilities for students from new development, respectively, using
prescribed state cost allowances. Therefore, the fees are reasonably related to the cost of facilities attributable to new development projects. However, the specific and limited methodology for the calculation of Level 2 and 3 fees may not reflect the full cost to the District for providing facilities for students from new development.
APPENDIX B-1

PROJECTED NEW RESIDENTIAL UNITS DURING THE NEXT FIVE YEARS
Elk Grove Unified School District
Residential Units With the Potential to Develop Within Five Years

<table>
<thead>
<tr>
<th>Year</th>
<th>New Homes Projected</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Single-Family</td>
<td>Condominiums</td>
<td>Apartments</td>
<td>All Housing Types</td>
</tr>
<tr>
<td>2015-16</td>
<td>1,075</td>
<td>0</td>
<td>100</td>
<td>1,175</td>
</tr>
<tr>
<td>2016-17</td>
<td>1,175</td>
<td>0</td>
<td>100</td>
<td>1,275</td>
</tr>
<tr>
<td>2017-18</td>
<td>1,200</td>
<td>0</td>
<td>150</td>
<td>1,350</td>
</tr>
<tr>
<td>2018-19</td>
<td>1,325</td>
<td>0</td>
<td>150</td>
<td>1,475</td>
</tr>
<tr>
<td>2019-20</td>
<td>1,450</td>
<td>0</td>
<td>150</td>
<td>1,600</td>
</tr>
<tr>
<td>Five Year Total</td>
<td>6,225</td>
<td>0</td>
<td>650</td>
<td>6,875</td>
</tr>
</tbody>
</table>
APPENDIX B-2

STUDENT GENERATION RATE STUDY PROEDURE AND RATES
2014-15 STUDENT GENERATION RATE
STUDY PROCEDURE

The Elk Grove Unified School District’s Student Generation Rate (SGR) study was done in four steps.

1 Determination of areas to be analyzed based upon age of housing

By law, in order for homes to be included in a school district’s SGR study, they must have been constructed and occupied within the previous five years. Elk Grove Unified School District designated three types of housing units: single-family homes, apartments and condominiums. For 2014-15 six subdivisions in our district met the guidelines and were used in the single-family housing study, two condominium complexes and five apartment complexes were used for the multi-family housing study.

2 Determination of the number of owner occupied homes in the single family subdivisions

After the single-family study areas were selected, the total lots were counted within each of those areas. County assessor data and ArcGIS software were used to determine a precise count of each of the areas. Tax records for each individual parcel were researched to determine if it was owner occupied. All lots still owned by a development company were eliminated.

3 Determination of the number of students residing within those areas

The ArcGIS program was utilized to count the number of students within each of the selected study areas.

4 Calculation of the Student Generation Rates

The SGR’s were calculated by dividing the total number of students by the number of occupied homes within each study area. For each of the apartment complexes, the total number of occupied apartments was divided by the total number of students residing in the complex. For all three housing categories, the SGR was broken down into three grade levels: elementary (K-6), middle (7-8), and high (9-12).
Elk Grove Unified School District  
SB50 School Facilities Needs Analysis  
Student Generation Rates

## Single Family - Detached

October 2014 Residing Students

<table>
<thead>
<tr>
<th>Grade</th>
<th>Students By Individual Grade</th>
<th>Students By Grade Level</th>
<th>Student Yield Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>K</td>
<td>62</td>
<td></td>
<td>0.0648</td>
</tr>
<tr>
<td>1</td>
<td>45</td>
<td></td>
<td>0.0470</td>
</tr>
<tr>
<td>2</td>
<td>50</td>
<td></td>
<td>0.0522</td>
</tr>
<tr>
<td>3</td>
<td>50</td>
<td></td>
<td>0.0522</td>
</tr>
<tr>
<td>4</td>
<td>51</td>
<td></td>
<td>0.0533</td>
</tr>
<tr>
<td>5</td>
<td>47</td>
<td></td>
<td>0.0491</td>
</tr>
<tr>
<td>6</td>
<td>54</td>
<td></td>
<td>0.0564</td>
</tr>
<tr>
<td>K-6</td>
<td></td>
<td>359</td>
<td>0.3751</td>
</tr>
<tr>
<td>7</td>
<td>51</td>
<td></td>
<td>0.0533</td>
</tr>
<tr>
<td>8</td>
<td>62</td>
<td></td>
<td>0.0648</td>
</tr>
<tr>
<td>7-8</td>
<td></td>
<td>113</td>
<td>0.1181</td>
</tr>
<tr>
<td>9</td>
<td>52</td>
<td></td>
<td>0.0543</td>
</tr>
<tr>
<td>10</td>
<td>58</td>
<td></td>
<td>0.0606</td>
</tr>
<tr>
<td>11</td>
<td>59</td>
<td></td>
<td>0.0617</td>
</tr>
<tr>
<td>12</td>
<td>51</td>
<td></td>
<td>0.0533</td>
</tr>
<tr>
<td>9-12</td>
<td></td>
<td>220</td>
<td>0.2299</td>
</tr>
<tr>
<td>Total</td>
<td>692</td>
<td>692</td>
<td>0.7231</td>
</tr>
<tr>
<td>Units</td>
<td></td>
<td></td>
<td>957</td>
</tr>
</tbody>
</table>

## Multi Family - Apartments

October 2014 Residing Students

<table>
<thead>
<tr>
<th>Grade</th>
<th>Students By Individual Grade</th>
<th>Students By Grade Level</th>
<th>Student Yield Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>K</td>
<td>36</td>
<td></td>
<td>0.0586</td>
</tr>
<tr>
<td>1</td>
<td>33</td>
<td></td>
<td>0.0537</td>
</tr>
<tr>
<td>2</td>
<td>21</td>
<td></td>
<td>0.0342</td>
</tr>
<tr>
<td>3</td>
<td>33</td>
<td></td>
<td>0.0537</td>
</tr>
<tr>
<td>4</td>
<td>37</td>
<td></td>
<td>0.0603</td>
</tr>
<tr>
<td>5</td>
<td>25</td>
<td></td>
<td>0.0407</td>
</tr>
<tr>
<td>6</td>
<td>28</td>
<td></td>
<td>0.0456</td>
</tr>
<tr>
<td>K-6</td>
<td></td>
<td>213</td>
<td>0.3469</td>
</tr>
<tr>
<td>7</td>
<td>26</td>
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<td>0.0423</td>
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<td>28</td>
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</tr>
<tr>
<td>7-8</td>
<td></td>
<td>54</td>
<td>0.0879</td>
</tr>
<tr>
<td>9</td>
<td>25</td>
<td></td>
<td>0.0407</td>
</tr>
<tr>
<td>10</td>
<td>33</td>
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<td>11</td>
<td>31</td>
<td></td>
<td>0.0505</td>
</tr>
<tr>
<td>12</td>
<td>22</td>
<td></td>
<td>0.0358</td>
</tr>
<tr>
<td>9-12</td>
<td></td>
<td>111</td>
<td>0.1808</td>
</tr>
<tr>
<td>Total</td>
<td>378</td>
<td>378</td>
<td>0.6156</td>
</tr>
<tr>
<td>Units</td>
<td></td>
<td></td>
<td>614</td>
</tr>
<tr>
<td>Grade</td>
<td>Students By Individual Grade</td>
<td>Students By Grade Level</td>
<td>Student Yield Factor</td>
</tr>
<tr>
<td>-------</td>
<td>------------------------------</td>
<td>-------------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>K</td>
<td>11</td>
<td></td>
<td>0.0364</td>
</tr>
<tr>
<td>1</td>
<td>5</td>
<td></td>
<td>0.0166</td>
</tr>
<tr>
<td>2</td>
<td>6</td>
<td></td>
<td>0.0199</td>
</tr>
<tr>
<td>3</td>
<td>2</td>
<td></td>
<td>0.0066</td>
</tr>
<tr>
<td>4</td>
<td>6</td>
<td></td>
<td>0.0199</td>
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<td>0.0199</td>
</tr>
<tr>
<td>6</td>
<td>5</td>
<td></td>
<td>0.0166</td>
</tr>
<tr>
<td>K-6</td>
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<td>41</td>
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<tr>
<td>7</td>
<td>6</td>
<td></td>
<td>0.0199</td>
</tr>
<tr>
<td>8</td>
<td>4</td>
<td></td>
<td>0.0132</td>
</tr>
<tr>
<td>7-8</td>
<td></td>
<td>10</td>
<td>0.0331</td>
</tr>
<tr>
<td>9</td>
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</tr>
<tr>
<td>9-12</td>
<td></td>
<td>24</td>
<td>0.0795</td>
</tr>
<tr>
<td>Total</td>
<td>75</td>
<td>75</td>
<td>0.2484</td>
</tr>
<tr>
<td>Units</td>
<td></td>
<td></td>
<td>302</td>
</tr>
</tbody>
</table>
APPENDIX B-3
SITE ACQUISITION COSTS
Elk Grove Unified School District Site Acquisition Costs
2015 School Facilities Needs Analysis/Fee Justification Study
(Based Upon an Average of Two Recent School Site Acquisitions)

<table>
<thead>
<tr>
<th>Elementary School Site</th>
<th>Cost per Acre</th>
<th>Acquisition Cost</th>
<th>Escrow/Other (4%)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 acre elementary school site</td>
<td>$270,114</td>
<td>$2,701,136</td>
<td>$108,045</td>
<td>$2,809,182</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Secondary School Site (Combined Middle/High School)</th>
<th>Cost per Acre</th>
<th>Acquisition Cost</th>
<th>Escrow/Other (4%)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>76 Acre High School/Middle School Site</td>
<td>$270,114</td>
<td>$20,528,636</td>
<td>$821,145</td>
<td>$21,349,782</td>
</tr>
</tbody>
</table>
Elk Grove Unified School District

Elementary School Site Development Costs

<table>
<thead>
<tr>
<th>Site Development Category</th>
<th>Cost ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Site Development</td>
<td>$1,196,266</td>
</tr>
<tr>
<td>Off-Site Development</td>
<td>$609,520</td>
</tr>
<tr>
<td>Utility Services</td>
<td>$209,604</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$2,015,390</strong></td>
</tr>
<tr>
<td>Cost per Student for 850 Student School</td>
<td>$2,371</td>
</tr>
<tr>
<td>Allowable Amount (50%)</td>
<td>$1,186</td>
</tr>
</tbody>
</table>

*Based upon Elementary #42 ("Anatolia I Elementary") School OPSC approval.*

Secondary School Site Development Costs

<table>
<thead>
<tr>
<th>Site Development Category</th>
<th>Cost ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Site Development</td>
<td>$7,389,012</td>
</tr>
<tr>
<td>Off-Site Development</td>
<td>$2,907,032</td>
</tr>
<tr>
<td>Utility Services</td>
<td>$1,252,344</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$11,548,388</strong></td>
</tr>
<tr>
<td>Cost per Student for 3,400 student 7-12 Site</td>
<td>$3,397</td>
</tr>
<tr>
<td>Allowable Amount (50%)</td>
<td>$1,698</td>
</tr>
</tbody>
</table>

*Based upon Cosumnes Oaks High School/Elizabeth Pinkerton Middle School OPSC Approval.*

General Site Acreage Allowance

<table>
<thead>
<tr>
<th>Site Description</th>
<th>Acres</th>
<th>Grant/Acre</th>
<th>Total</th>
<th>Grant/Student</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary (K-6) Site</td>
<td>10</td>
<td>$16,122</td>
<td>$161,220</td>
<td>$190</td>
</tr>
<tr>
<td>Middle &amp; High School (Grades 7-12)</td>
<td>76</td>
<td>$16,122</td>
<td>$1,225,272</td>
<td>$360</td>
</tr>
</tbody>
</table>

General Site Per Student Grant

<table>
<thead>
<tr>
<th>Site Description</th>
<th>Percent</th>
<th>Base Grant</th>
<th>Per Student</th>
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Total Site Development Per Student

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*Weighted average of K-6 and 7-12 costs based on existing percentage of SDC student in K-6 and 7-12

Sources: Elk Grove Unified, 2015; Odell Planning and Research, Inc., 2015; State Allocation Board, 2014
APPENDIX B-5

PLANNED NEW SCHOOL FACILITIES AND OTHER SCHOOL PROJECTS
FUTURE SCHOOL FACILITIES
(As of 2015)

The following schools and other facilities have the potential for initial planning or construction within the next five years. For planning purposes, schools are designed well in advance of projected need in order to provide maximum flexibility for changing development within given regions or areas. For elementary schools, a minimum of two to three years for planning and construction is required prior to opening a new school. For high school/middle schools, a minimum of five to six years is required. Future student projections and funding availability may change the following: 1) the order in which schools are built; 2) the year in which school are built; and/or, 3) the number of schools built in any given year. Some projects may be dependent on the passage of future local and/or State bonds.

**Elementary Schools**
"Anatolia II Elementary"
"Crooked Creek Estates Elementary"
"Florin Vineyard GAP Quadrant #1 Elementary"
"Laguna Ridge North Elementary"
"Laguna Ridge South Elementary"
Miwok Village Elementary
"Sunridge Park Elementary"
"Vineyard Point Elementary"

**High School and Middle Schools**
Vineyard Area Middle School/High School
Sunrise Douglas Area Middle School/High School

**Alternative High Schools**
Alternative High School #5

**Other Projects**
Jesse Baker School Addition
Elk Grove Elementary School Addition
Franklin Elementary School Addition
Student Support Center Addition
Various Classroom Modifications/Additions to Accommodate Growth
APPENDIX B-6

AVERAGE RESIDENTIAL UNIT SQUARE FOOTAGE
Elk Grove Unified School District  
Average Residential Unit Square Footage for SFNA

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*No condominium units were constructed from 2010-2014
## Elk Grove Unified School District Average Square Footage Report by Calendar Year

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<th>Total Apt. Units</th>
<th>Total Condo Units</th>
<th>Total Senior Units</th>
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<th>Total M.F. Sq. Ft</th>
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<th>Total Senior Sq. Ft</th>
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## Elk Grove Unified School District Average Square Footage Report
by Calendar Year

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Subject: Board Policy (BP): First Reading and Discussion 3100 – Budget Development and Control

Division: Finance & School Support

Action Requested:

The Board of Education is asked to hear the first reading and discuss revisions to Board Policy (BP) 3100 – Budget Development & Control. A copy of the proposed language is attached.

Discussion:

The proposed revisions to BP 3100 were first reviewed by Mr. Forcina and Mr. Fagan and then reviewed by Cabinet. Additionally, the Finance Committee reviewed the proposed revisions and has made comments and suggestions for BP 3100 (see attached). The Finance Committee comments and suggestions have not been included in the attached proposed revised BP 3100, however, they are included for the Board’s discussion. These proposed revisions align with the current California School Board Association (CSBA) sample policy and current district policies and procedures. This policy was last revised in 1989.

Areas of importance within this policy are:

- Budget Development
- Preparation
- Public Hearing on Proposed Budget
- Adoption of Budget
- Fund Balance
- Long-Term Financial Obligations
- Budget Controls
- Transfer

Financial Summary:

Prepared By: __________________________ Division Approval: Rich Fagan

Prepared By: __________________________ Superintendent Approval: Christopher R. Hoffman
BP 3100
Budget Development and Control

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BUDGET DEVELOPMENT AND CONTROL

Budget Development

The Governing Board recognizes its critical responsibility for adopting a sound budget for each fiscal year which is aligned with the district’s vision, goals, priorities, and comprehensive plans for all funds operated by the district. The district budget shall guide administrative decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the district. The Superintendent or designee shall oversee the preparation of a proposed district budget for approval by the Board and shall involve appropriate staff in the development of budget projections.

The district budget shall be prepared annually utilizing board-approved budget guidelines, budget priorities based on identified district needs and goals and the best possible estimates of available resources provided by the district administrative staff. Appropriate consolidation shall occur as the budget progresses through the various levels of administrative review established by the Superintendent or designee. The annual budget preparation shall reflect policies that are compatible with the Local Control and Accountability Plan (LCAP) and long-range goals of the district. The Superintendent or designee shall determine the manner in which the annual budget shall be prepared and issue instructions to the staff. The Superintendent or designee shall also establish a time schedule for the preparation of the budget in accordance with legal time requirements. (See Exhibit 3100)

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, categorical program requirements, and any other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures.

The budget shall provide that funding received through state supplemental and concentration grants pursuant to Education Code 42238.02 and 42238.03 shall be used in accordance with regulations adopted by the SBE for schoolwide or districtwide purposes to increase or improve services for students who are English learners, eligible for free or reduced-price meals, and/or foster youth at least in proportion to the increase to the district's revenue generated from such funds. (Education Code 42238.07)

(cf. 0460 - Local Control and Accountability Plan)
Business and Noninstructional Operations

BUDGET DEVELOPMENT AND CONTROL (cont’d)

Preparation

Under the single budget adoption process (Education Code 42127(i)), the Board must adopt and submit, by July 1, a "final" budget which subsequently may be amended within 45 days after the state budget is adopted. The budget will be prepared so that it shows a complete plan and itemized statement of all proposed expenditures and estimated revenues for the ensuing fiscal year, together with a comparison of estimated revenues and expenditures for the prior fiscal year. It is the intent of the Board that the principles of Program Budgeting be followed. The working budget shall be a clear and concise statement of all costs and all income relating to each of the district's programs. The budget format will isolate program expenditures and income so that detailed cost-effectiveness analyses are feasible and can be performed as simply as possible.

Education Code 42126 requires the district's final budget to be submitted to the County Superintendent in a format prescribed by the Superintendent of Public Instruction. The CDE requires districts to use the Standardized Account Code Structure. The budget that is formally adopted by the Board shall be in the format prescribed by the Superintendent of Public Instruction. The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public. Standards and criteria for fiscal accountability adopted by the State Board of Education shall be used when developing the budget. (Education Code 33129)

The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122).

The Superintendent or designee shall establish an annual budget development process and calendar in accordance with the single budget adoption process described in Education Code 42127(i). He/she shall annually notify the County Superintendent of Schools of the district's decision to use the single budget adoption process in the subsequent year. (Education Code 42127)

The Board shall adopt the budget only after a local control and accountability plan (LCAP) developed pursuant to Education Code 52060-52077 or an annual update to the LCAP is in place for the budget year. Expenditures necessary to implement the LCAP or the annual update during the subsequent fiscal year shall be included in the budget. (Education Code 42127)
Business and Noninstructional Operations

BP 3100(c)

BUDGET DEVELOPMENT AND CONTROL (cont’d)

Public Hearing on Proposed Budget

The Board encourages public input in the budget development process and shall hold a public hearing on the proposed budget in accordance with Education Code 42103 and 42127.

The Superintendent or designee shall notify the County Superintendent of Schools of the location, dates, and times at which the proposed budget may be inspected, as well as the location, date, and time of the public hearing, in sufficient time for the County Superintendent to publish such information in a newspaper of general circulation at least 10 days but not more than 45 days before the hearing as required by Education Code 42103.

Before adopting the district budget for the subsequent fiscal year, the Board shall hold a public hearing. The agenda for this hearing shall be posted at least 72 hours before the hearing and shall indicate the location where the budget may be inspected. The proposed budget shall be available for public inspection at least three working days before this hearing. This hearing shall be held at the same meeting as the public hearing to solicit public input on the Local Control and Accountability Plan (LCAP) or the annual update to the LCAP. (Education Code 42103, 42127, 52062)

The public hearing on the budget will conclude when there are no requests for further hearing on file. The adoption of the budget shall not take place until the hearing is concluded.

Adoption of Budget

After the public hearing, at a public meeting held on a different date, the Board shall adopt the district budget following adoption of the LCAP at the same meeting. The budget shall not be adopted if an approved LCAP or annual update to the LCAP is not in effect for the budget year. (Education Code 52062)

The Superintendent or designee shall file the adopted budget with the County Superintendent no later than five days after adoption or by July 1, whichever occurs first. The budget and supporting data shall be maintained and made available for public review. (Education Code 42127)

45 Day Revision

No later than 45 days after the Governor signs the annual Budget Act, the Superintendent or designee shall make available for public review any revisions in budgeted revenues and expenditures which are consequently necessary. (Education Code 42127)

If the County Superintendent disapproves the district's budget, the Board shall review and respond to his/her recommendations at a public meeting on or before September 8. The response shall include any revisions to the adopted budget and any other proposed actions to be taken as a result of those recommendations. (Education Code 42127)
BUDGET DEVELOPMENT AND CONTROL (cont’d)

Fund Balance

The district shall classify fund balances in compliance with Governmental Accounting Standards Board (GASB) Statement 54, as follows:

1. Nonspendable fund balance includes amounts that are not expected to be converted to cash, such as resources that are not in a spendable form (e.g., inventories and prepaids) or that are legally or contractually required to be maintained intact.
2. Restricted fund balance includes amounts constrained to specific purposes by their providers or by law.
3. Committed fund balance includes amounts constrained to specific purposes by the Board. For this purpose, all commitments of funds shall be approved by a majority vote of the Board. The constraints shall be imposed no later than the end of the reporting period of June 30, although the actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements.
4. Assigned fund balance includes amounts which the Board or its designee intends to use for a specific purpose.
5. Unassigned fund balance includes amounts that are available for any purpose.

Long-Term Financial Obligations

The district’s current-year budget and multi-year projections shall include adequate provisions for addressing the district’s long-term financial obligations, including, but not limited to, long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers’ compensation claims.

(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4143/4243 - Negotiations/Consultation)

The Board shall approve a plan for meeting the district’s long-term obligations to fund nonpension, other postemployment benefits (OPEBs). This plan shall include a specific funding strategy and the method that will be used to finance the district’s annual fiscal obligations for such. The Board reserves the authority to review and amend the funding strategy as necessary to ensure that it continues to serve the best interests of the district and maintains flexibility to adjust for changing budgetary considerations.
Business and Noninstructional Operations

BUDGET DEVELOPMENT AND CONTROL (cont’d)

Budget Controls

A system of budget controls shall be established to govern the administration of the budget and the expenditure of funds.

The Superintendent or designee shall not permit expenditures of funds to exceed the related major budget classification allowances. The Superintendent or designee shall set up and operate budget controls for all schools and departments and administer the budget in conformity with legal requirements and the actions of the governing board.

The Superintendent or designee, shall check the legality of all expenditures and shall ascertain that all expenditures recommended for approval are legal expenditures.

Transfers

Transfers may be made from the designated fund balance or the unappropriated fund balance to any expenditure classification or between expenditure classifications at any time by a majority vote of the Board approving a resolution that is filed with the County Superintendent of Schools and the county auditor. (Education Code 42600)

Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the district's net ending balance. When final figures for the prior-year budget are available, this information shall be used to update the current-year budget's beginning balance, projected revenues or expenditures.

Legal Reference: (See next page)
BUDGET DEVELOPMENT AND CONTROL (cont’d)

Legal Reference:

EDUCATION CODE
1623    Public hearing, adoption; approval by Superintendent of Public Instruction
33128   Standards and criteria
33129   Standards and criteria; use by local agencies
35035   Powers and duties of superintendent
35161   Powers and duties, generally, of governing boards
42103   Public hearing on proposed budget; requirements for content of proposed budget
         publication of notice of hearing
42120-42128   Budget Requirements
42602   Use of unbudgeted funds
42610   Appropriation of excess funds and limitation thereon
45253   Annual budget of personnel commission

GOVERNMENT CODE
7900-7913   Expenditure limitations

Policy
Adopted:    October 15, 1984
Amended:    September 18, 1989
            November 6, 1989
            , 2015

ELK GROVE UNIFIED SCHOOL DISTRICT
Elk Grove, California
BP 3100

Budget Development and Control

Redlined Copy
BUDGET DEVELOPMENT AND CONTROL

Budget Development

The district budget shall be prepared annually from the best possible estimates provided by the individual schools and the district administrative staff. The Superintendent or designee shall determine the manner in which the budget shall be prepared and shall schedule the budget adoption process in accordance with legal time requirements. Appropriate consolidation shall occur as the budget progresses through the various levels of review. Budget proposals shall be compatible with Board policy and long-range district goals.

The Governing Board recognizes its critical responsibility for adopting a sound budget for each fiscal year which is aligned with the district's vision, goals, priorities, and comprehensive plans for all funds operated by the district. The district budget shall guide administrative decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the district. The Superintendent or designee shall oversee the preparation of a proposed district budget for approval by the Board and shall involve appropriate staff in the development of budget projections.

The district budget shall be prepared annually utilizing board-approved budget guidelines, budget priorities based on identified district needs and goals and the best possible estimates of available resources provided by the district administrative staff. Appropriate consolidation shall occur as the budget progresses through the various levels of administrative review established by the Superintendent or designee. The annual budget preparation shall reflect policies that are compatible with the Local Control and Accountability Plan (LCAP) and long-range goals of the district. The Superintendent or designee shall determine the manner in which the annual budget shall be prepared and issue instructions to the staff. The Superintendent or designee shall also establish a time schedule for the preparation of the budget in accordance with legal time requirements. (See Exhibit 3100)

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, categorical program requirements, and any other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures.

Standards and Criteria

Standards and criteria for fiscal accountability adopted by the State Board of Education shall be used when developing the budget. (Education Code 33429)

(ef. 3460—Periodic Financial Reports) The budget shall provide that funding received through state supplemental and concentration grants pursuant to Education Code 42238.02 and 42238.03 shall be used in accordance with regulations adopted by the SBE for schoolwide or
districtwide purposes to increase or improve services for students who are English learners, eligible for free or reduced-price meals, and/or foster youth at least in proportion to the increase to the district's revenue generated from such funds. (Education Code 42238.07)

(cf. 0460 - Local Control and Accountability Plan)
BUDGET DEVELOPMENT AND CONTROL (cont’d)

Plan-and-Itemized-Statement Preparation

Under the single budget adoption process (Education Code 42127(i)), the Board must adopt and submit, by July 1, a "final" budget which subsequently may be amended within 45 days after the state budget is adopted.

The adopted-budget will be prepared so that it shows include shall show a complete plan and itemized statement of all proposed expenditures and estimated revenues for the ensuing fiscal year, together with a comparison of estimated revenues and expenditures for the prior fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7913. (Education Code 4214122)

Program-Budgets

It is the intent of the Board that the principles of Program Budgeting be followed. The working budget shall be a clear and concise statement of all costs and all income relating to each of the district's programs. The budget format will isolate program expenditures and income so that detailed cost-effectiveness analyses are feasible and can be performed as simply as possible.

Budget-Input

Education Code 42126 requires the district's final budget to be submitted to the County Superintendent in a format prescribed by the Superintendent of Public Instruction. The CDE requires districts to use the Standardized Account Code Structure. The budget that is formally adopted by the Board shall be in the format prescribed by the Superintendent of Public Instruction. The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public. Standards and criteria for fiscal accountability adopted by the State Board of Education shall be used when developing the budget. (Education Code 33129)

The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122).

Elk Grove Unified School District's working budget shall be a financial statement of the district's instructional and non-instructional goals and the priorities established among these goals. The District shall work toward community and staff understanding of, and commitment to, the budget as a statement of goals by encouraging the broadest possible involvement and input from the community and staff in the budget development process.
Preparation (Dual Budget Adoption Process)

The district budget shall be prepared annually utilizing board-approved budget guidelines and the best-possible estimates provided by the district administrative staff. Appropriate consolidation shall occur as the budget progresses through the various levels of administrative review established by the Superintendent or designee. The annual budget preparation shall reflect policies that are compatible with the long-range aims of the district. The Superintendent or designee shall determine the manner in which the annual budget shall be prepared and issue instructions to the staff. He/She shall also establish a time schedule for the preparation of the budget in accordance with legal time requirements. (See Exhibit 3100)

After Board adoption of the tentative budget, and no later than July 1, the tentative budget and the date, time and location of the public hearing on the budget shall be filed with the County Superintendent of Schools. On or before September 15, the Board shall adopt the final budget, including any tax requirements, and file it with the County Superintendent of Schools. (Education Code 42127) The document should be returned with the County's corrections and recommendations no later than August 15.

Under the dual budget adoption process (Education Code 42127(e) and (g)), the budget that the Board adopts by July 1 serves as a "tentative" budget. By September 8, the Board must submit a revised final budget which responds to the County Superintendent's recommendations and reflects changes in projected income or expenditures after July 1.

The Superintendent or designee shall establish an annual budget development process and calendar in accordance with the single budget adoption process described in Education Code 42127(i). He/she shall annually notify the County Superintendent of Schools of the district's decision to use the single budget adoption process in the subsequent year. (Education Code 42127)

The Board shall adopt the budget only after a local control and accountability plan (LCAP) developed pursuant to Education Code 52060-52077 or an annual update to the LCAP is in place for the budget year. Expenditures necessary to implement the LCAP or the annual update during the subsequent fiscal year shall be included in the budget. (Education Code 42127)
Public Hearing on Proposed Budget

The Board encourages public input in the budget development process and shall hold a public hearing on the proposed budget in accordance with Education Code 42103 and 42127.

The Superintendent or designee shall notify the County Superintendent of Schools of the location, dates, and times at which the proposed budget may be inspected, as well as the location, date, and time of the public hearing, in sufficient time for the County Superintendent to publish such information in a newspaper of general circulation at least 10 days but not more than 45 days before the hearing as required by Education Code 42103.

Before adopting the district budget for the subsequent fiscal year, the Board shall hold a public hearing. The agenda for this hearing shall be posted at least 72 hours before the hearing and shall indicate the location where the budget may be inspected. The proposed budget shall be available for public inspection at least three working days before this hearing. This hearing shall be held at the same meeting as the public hearing to solicit public input on the Local Control and Accountability Plan (LCAP) or the annual update to the LCAP. (Education Code 42103, 42127, 52062)

In order to provide guidance in the development of the budget, the Board shall annually establish budget priorities based on identified district needs and goals and on realistic projections of available funds.

Availability of the Proposed Budget

The proposed budget—showing expenditures, cash balances and all revenues—shall be made available for public inspection at least three (3) days before the public hearing date. Recommendations of the County Superintendent of Schools shall be attached.

Public Hearing on Proposed Budget

The governing board shall hold a public hearing on the proposed budget on or before September 15 for the purpose of permitting any district resident to appear and speak to the budget or any item on the budget.

The public hearing on the budget will conclude when there are no requests for further hearing on file. The adoption of the budget shall not take place until the hearing is concluded.
Adoption of Budget

After the public hearing, at a public meeting held on a different date, the Board shall adopt the district budget following adoption of the LCAP at the same meeting. The budget shall not be adopted if an approved LCAP or annual update to the LCAP is not in effect for the budget year. (Education Code 52062)

The Superintendent or designee shall file the adopted budget with the County Superintendent no later than five days after adoption or by July 1, whichever occurs first. The budget and supporting data shall be maintained and made available for public review. (Education Code 42127)

The budget that is formally adopted by the Board shall be in the format prescribed by the Superintendent of Public Instruction. The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, categorical program requirements, and any other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures.

45 Day Revision

No later than 45 days after the Governor signs the annual Budget Act, the Superintendent or designee shall make available for public review any revisions in budgeted revenues and expenditures which are consequently necessary. (Education Code 42127)

If the County Superintendent disapproves the district's budget, the Board shall review and respond to his/her recommendations at a public meeting on or before September 8. The response shall include any revisions to the adopted budget and any other proposed actions to be taken as a result of those recommendations. (Education Code 42127)
Fund Balance

The district shall classify fund balances in compliance with Governmental Accounting Standards Board (GASB) Statement 54, as follows:

1. Nonspendable fund balance includes amounts that are not expected to be converted to cash, such as resources that are not in a spendable form (e.g., inventories and prepaids) or that are legally or contractually required to be maintained intact.
2. Restricted fund balance includes amounts constrained to specific purposes by their providers or by law.
3. Committed fund balance includes amounts constrained to specific purposes by the Board. For this purpose, all commitments of funds shall be approved by a majority vote of the Board. The constraints shall be imposed no later than the end of the reporting period of June 30, although the actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements.
4. Assigned fund balance includes amounts which the Board or its designee intends to use for a specific purpose.
   The Board delegates authority to assign funds to the assigned fund balance to the Superintendent or designee and authorizes the assignment of such funds to be made any time prior to the issuance of the financial statements.
5. Unassigned fund balance includes amounts that are available for any purpose, from the assigned fund balance, and lastly

Long-Term Financial Obligations

The district's current-year budget and multi-year projections shall include adequate provisions for addressing the district's long-term financial obligations, including, but not limited to, long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.

(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4143/4243 - Negotiations/Consultation)

The Board shall approve a plan for meeting the district's long-term obligations to fund nonpension, other postemployment benefits (OPEBs). This plan shall include a specific funding strategy and the method that will be used to finance the district's annual fiscal obligations for such. The Board reserves the authority to review and amend the funding strategy as necessary to ensure that it continues to serve the best interests of the district and maintains flexibility to adjust for changing budgetary considerations.

When the Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of OPEBs, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve a sufficient amount of money in its budget to fund the present value of the benefits of existing retirees and/or the future cost of employees who are eligible for benefits in the current
Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the district’s net ending balance. When final figures for the prior-year budget are available, this information shall be used as soon as possible to update the current-year budget’s beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for Board approval as necessary when the state budget is adopted, collective bargaining agreements are accepted, district income declines, increased revenues or unanticipated savings are made available to the district, program proposals are significantly different from those approved during budget adoption, interfund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections.

Adoption of Budget

On—or before—September 15, the Board shall adopt the final budget, including any tax requirements, and file it with the County Superintendent of Schools. (Education Code 42172)

By November 30, the Superintendent and the Board shall:

1. Review at a public board hearing any recommendations made by the County Superintendent of Schools.

2. Respond to such recommendations, saying what actions are proposed as a result.
Budget Controls

A system of budget controls shall be established to govern the administration of the budget and the expenditure of funds.

The Superintendent or designee shall not permit expenditures of funds to exceed the related major budget classification allowances. The Superintendent or designee shall set up and operate budget controls for all schools and departments and administer the budget in conformity with legal requirements and the actions of the governing board.

The Superintendent or his/her-designee, shall check the legality of all expenditures and shall ascertain that all expenditures recommended for approval are legal expenditures.

Transfers

Transfers may be made from the designated fund balance or the unappropriated fund balance to any expenditure classification or between expenditure classifications at any time by the Governing Board on adoption of a resolution by a majority vote. The resolution must also be filed with the County Superintendent of Schools and the county auditor.

Transfers may be made at any time between expenditure classifications by a majority vote of the Board approving a resolution that is filed with the County Superintendent of Schools and the county auditor. (Education Code 42600)

Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the district's net ending balance. When final figures for the prior-year budget are available, this information shall be used to update the current-year budget's beginning balance, projected revenues or expenditures.

Temporary Transfers

The Board may direct that monies held in any fund or account may be temporarily transferred from one or more of these accounts to another fund to be used for payment of obligations to the district, with limitations as set by Education Code 42603.

Legal Reference: (See next page)
Legal Reference:

EDUCATION CODE
1623    Public hearing, adoption; approval by Superintendent of Public Instruction
33128    Standards and criteria
33129    Standards and criteria; use by local agencies
35035    Powers and duties of superintendent
35161    Powers and duties, generally, of governing boards
42103    Public hearing on proposed budget; requirements for content of proposed budget publication of notice of hearing
42120-42128 Budget Requirements
42602    Use of unbudgeted funds
42610    Appropriation of excess funds and limitation thereon
45253    Annual budget of personnel commission

GOVERNMENT CODE
7900-7913 Expenditure limitations

Policy
Adopted: October 15, 1984
Amended: September 18, 1989
November 6, 1989
, 2015

ELK GROVE UNIFIED SCHOOL DISTRICT
Elk Grove, California
Board Policy (BP): First Reading and Discussion
3553 – Confidentiality of Free and Reduced Priced Meal Eligibility
3555 – Nutrition Program Compliance

Action Requested:

The Board of Education is asked to hear the first reading and discuss proposed modifications to BP 3553 – Confidentiality of Free and Reduced Priced Meal Eligibility and review new BP 3555 – Nutrition Program Compliance. A copy of the proposed language is attached.

Discussion:

The district has made proposed revisions to BP 3553 and created BP 3555 to align with the California School Board Association (CSBA) sample policy and current district policies and procedures. BP 3553 was last revised in 2002.
BP 3553
Confidentiality of Free and Reduced Priced Meal Eligibility

Redlined Copy
CONFIDENTIALITY OF FREE AND REDUCED PRICED MEAL ELIGIBILITY

The Governing Board recognizes that adequate nutrition is essential to the development, health, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of students from low-income families in the district's food service program.

(cf. 3551 - Food Service Operations/Cafeteria Fund)
(cf. 3552 - Summer Meal Program)
(cf. 5030 - Student Wellness)
(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 6177 - Summer School)

The district shall provide at least one nutritionally adequate meal each school day, free of charge or at a reduced price, for students whose families meet federal eligibility criteria. (Education Code 49550, 49552)

The Superintendent or designee shall ensure that meals provided through the free and reduced-price meals program meet applicable state and/or federal nutritional standards in accordance with law, Board policy, and administrative regulation.

(cf. 3550 - Food Service/Child Nutrition Program)

The Board shall approve, and shall submit to the California Department of Education for approval, a plan that ensures that students eligible to receive free or reduced-price meals and milk are not treated differently from other students. (Education Code 49557)

(cf. 0410 - Non-discrimination in District Programs and Activities)
(cf. 3555 - Nutrition Program Compliance)
(cf. 5145.3 - Non-discrimination/Harassment)

Confidentiality/Release of Records.

The Governing Board recognizes maintenance of confidentiality of students eligible for free and reduced price meals under the federal guidelines of the National School Lunch Program and the California Education Code. All applications and records related to eligibility for the free and reduced-price meals program shall be confidential except as provided by law. (Education Code 49558).

The Board authorizes designated employees to use individual records pertaining to student eligibility for the free and reduced-price meals program for the purposes of: (Education Code 49558)

1. Disaggregation of academic achievement data

2. In any school identified as a Title I program improvement school pursuant to 20 USC 6316, identification of students eligible for school choice and supplemental educational services
In addition to Food and Nutrition Services' Director and staff, the Board shall authorize the following district and school personnel to have access to NSLP free and reduced price meal eligibility data:

School-Principals
School-Vice-Principals-School Secretaries
School Office Assistants
Director of Research and Evaluation
Research and Evaluation Administrative Assistant
Research and Evaluation Program Administrators
Assessment and Evaluation Analysts
Assessment and Evaluation Technicians
Program Specialist, State and Federal Programs
Grant Writer
Superintendent's Cabinet Members
Technology and Budget Personnel directly related to LCFF funding

Access to free and reduced-price meal eligibility data for purposes other than the provision of the food and nutrition program shall be for the purpose of disaggregation of academic achievement for Standard Testing and Reporting (STAR) for Title I and responding to the National Assessment of Educational Progress (NAEP) only.

In sharing the data, no individual indicators of free or reduced-price meal eligibility can be maintained in the permanent record of the student, and no public release of information regarding individual pupil participation in any free or reduced-price meal program is permitted. All other confidentiality provisions required by law must be met.

(cf. 5125 - Student Records)
(cf. 617 - Title I Programs)
(cf. 6190 Evaluation of the Instructional Program)

Legal Reference:
EDUCATION CODE
48980 Notice at beginning of term
49430-49434 Pupil Nutrition, Health, and Achievement Act of 2001
49490-49494 School breakfast and lunch programs
49500-49505 School meals
49510-49520 Nutrition
49530-49536 Child Nutrition Act of 1974
49547-49548.3 Comprehensive nutrition service
49550-49562 Meals for needy students
CODE OF REGULATIONS, TITLE 5
15510 Mandatory meals for needy students
15530-15535 Nutrition education
15550-15565 School lunch and breakfast programs
UNITED STATES CODE, TITLE 20
1232g Federal Educational Rights and Privacy Act
6301-6514 Title I programs
UNITED STATES CODE, TITLE 42
1751-1769j School lunch program
1771-1791 Child nutrition, especially:
1773 School breakfast program
CODE OF FEDERAL REGULATIONS, TITLE 7
210.1-210.31 National School Lunch Program
220.10-220.21 National School Breakfast Program
245.1-245.13 Determination of eligibility for free and reduced-price meals and free milk

Management Resources:

CSBA PUBLICATIONS

CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT BULLETINS
USDA-SNP-07-2010 Change in Free and Reduced-Price Meal Application/Approval Process, September 2010
NSD-SNP-12-2010 Clarification Regarding the Ability to Share Student Meal Program Eligibility Information Between School Food Authorities, April 2010
04-103 Implementation of Final Rule on Verification of Applications for Free and Reduced-Price Meals, August 2004
98-101 Confidentiality of Free and Reduced-Price Eligibility Information, February 1998

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Feed More Kids, Improve Program Participation
Direct Certification Implementation Checklist, May 2008

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002

WEB SITES
CSBA: http://www.csba.org
California Department of Education, Nutrition Services Division:
http://www.cde.ca.gov/ls/mu
California Healthy Kids Resource Center: http://www.californiahealthykids.org
California Project LEAN (Leaders Encouraging Activity and Nutrition):
http://www.californiaprojectlean.org
REDLINE

BP 3553 (d)

EDUCATION CODE
48558 – Food Service Programs

UNITED STATES CODE TITLE 20
6301-6514 – Title I Programs
245.8 – Title & Code of Federal Regulations

Policy
Adopted: April 20, 1998
Revised: March 4, 2002, 2015

ELK GROVE UNIFIED SCHOOL DISTRICT
Elk Grove, California

DRAFT
BP 3553
Confidentiality of Free and Reduced Priced Meal Eligibility

Clean Copy
CONFIDENTIALITY OF FREE AND REDUCED PRICED MEAL ELIGIBILITY

The Governing Board recognizes that adequate nutrition is essential to the development, health, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of students from low-income families in the district's food service program.

(cf. 3551 - Food Service Operations/Cafeteria Fund)
(cf. 3552 - Summer Meal Program)
(cf. 5030 - Student Wellness)
(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 6177 - Summer School)

The district shall provide at least one nutritionally adequate meal each school day, free of charge or at a reduced price, for students whose families meet federal eligibility criteria. (Education Code 49550, 49552)

The Superintendent or designee shall ensure that meals provided through the free and reduced-price meals program meet applicable state and/or federal nutritional standards in accordance with law, Board policy, and administrative regulation.

(cf. 3550 - Food Service/Child Nutrition Program)

The Board shall approve, and shall submit to the California Department of Education for approval, a plan that ensures that students eligible to receive free or reduced-price meals and milk are not treated differently from other students. (Education Code 49557)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3555 - Nutrition Program Compliance)
(cf. 5145.3 - Nondiscrimination/Harassment)

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The Board authorizes designated employees to use individual records pertaining to student eligibility for the free and reduced-price meals program for the purposes of: (Education Code 49558)

1. Disaggregation of academic achievement data

2. In any school identified as a Title I program improvement school pursuant to 20 USC 6316, identification of students eligible for school choice and supplemental
In addition to Food and Nutrition Services' Director and staff, the Board shall authorize the following district and school personnel to have access to free and reduced price meal eligibility data:

Superintendent's Cabinet Members
Technology and Budget Personnel directly related to LCFF funding

In sharing the data, no individual indicators of free or reduced-price meal eligibility can be maintained in the permanent record of the student, and no public release of information regarding individual pupil participation in any free or reduced-price meal program is permitted. All other confidentiality provisions required by law must be met.

Legal Reference:

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245.1-245.13 Determination of eligibility for free and reduced-price meals and free milk
Management Resources:
CSBA PUBLICATIONS
CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT BULLETINS
USDA-SNP-07-2010 Change in Free and Reduced-Price Meal Application Approval Process, September 2010
NSD-SNP-12-2010 Clarification Regarding the Ability to Share Student Meal Program Eligibility Information Between School Food Authorities, April 2010
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CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
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Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002
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California Department of Education, Nutrition Services Division:
http://www.cde.ca.gov/ls/nu
California Healthy Kids Resource Center: http://www.californiahealthykids.org
California Project LEAN (Leaders Encouraging Activity and Nutrition):
http://www.californiaprojectlean.org

Policy
Adopted: April 20, 1998
Revised: , 2015

ELK GROVE UNIFIED SCHOOL DISTRICT
Elk Grove, California
BP 3555

Nutrition Program Compliance

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Nutrition Program Compliance

The Governing Board recognizes the district's responsibility to comply with state and federal nondiscrimination laws as they apply to the district's nutrition programs. The district shall not deny any individual the benefits or service of any nutrition program or discriminate against him/her because of his/her race, color, national origin, gender, sex, sexual orientation, disability, or any other basis prohibited by law, in its implementation of such a program.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3552 - Summer Meal Program)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 5030 - Student Wellness)

Coordinator

The Board designates the compliance officer specified in AR 1312.3 - Uniform Complaint Procedures as coordinator of the district's efforts to comply with the laws governing its nutrition programs and to investigate any related complaints. Any complaint concerning the district's nutrition programs shall be investigated using the process identified in the section entitled "Procedures" in the district's AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

The coordinator shall provide training on the laws, regulations, procedures, and directives related to the district's nutrition programs to district Food & Nutrition Services employees involved in administering them. The coordinator also shall develop procedures and systems that do not restrict the participation of individuals in the district's nutrition programs, based on their race, ethnicity, or disability, and that prevent district employees from incorrectly denying the applications for participation submitted by such individuals.

The coordinator shall develop and maintain a system for collecting racial and ethnic data of participants in the district's nutrition programs and shall, at least annually, report to the Board on whether the district's nutrition programs are effectively reaching eligible individuals and whether and where additional outreach may be needed.

(cf. 5022 - Students and Family Privacy Rights)
(cf. 5125 - Student Records)

When 15 percent or more of students enrolled in a public school speak a single primary language other than English, as determined by language census data from the preceding year, all notices, reports, statements, and records sent to parents of such students must be written in English and the primary language.
The coordinator also shall ensure that the district’s nutrition programs accommodate the special dietary needs of any individual with a disability who has on file a medical statement that restricts his/her diet because of his/her disability.

Notifications

The coordinator shall ensure that the U.S. Department of Agriculture’s "And Justice for All" or other approved Nutrition Programs Civil Rights posters are displayed in areas visible to the district’s nutrition program participants, such as food service areas and school offices.

Annually, the coordinator shall notify all students, parents/guardians, and employees of program requirements and the procedures for filing a complaint, through the district’s usual means of notification.

In addition, the coordinator shall ensure that every informational release, publication, or poster concerning the district’s nutrition programs and/or activities includes, in a prominent location, the following statement:

The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual’s income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities).

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to is by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through
the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish).
“USDA is an equal opportunity provider and employer.”

If the document is too small (half a page or less) to permit the full statement to be included, the material must, at a minimum, include the statement, in print no smaller than the text, “This institution is an equal opportunity provider and employer”

When a complaint is unresolved at the district level, the coordinator shall notify the complainant of the option to contact and/or forward his/her complaint to one of the following agencies:

1. Child Nutrition Program Civil Rights and Program Complaint Coordinator, California Department of Education, Nutrition Services Division, 1430 N Street, Room 1500, Sacramento, CA 95814-2342 or call 916-445-0850 or 800-952-5609

2. Office of Civil Rights, USDA, Western Region, 90 Seventh Street, Suite 10-100, San Francisco, CA 94103 or call 415-705-1336 or fax 415-705-1364 or email Joe.Torres@fns.usda.gov

3. USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call 800-795-3272 or 202-720-6382 (TYY)

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination
48985 Notices to parents in language other than English
49060-49079 Student records
49490-49590 Child nutrition programs
PENAL CODE
422.55 Definition of hate crime
422.6 Interference with constitutional right or privilege
CODE OF REGULATIONS, TITLE 5
3080 Application of section
4600-4687 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
1400-1482 Individuals with Disabilities in Education Act
1681-1688 Discrimination based on sex or blindness, Title IX
UNITED STATES CODE, TITLE 29
794 Section 504 of the Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
2000h-2000h-6 Title IX
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.101-35.190 Americans with Disabilities Act
36.303  Auxiliary aids and services
CODE OF FEDERAL REGULATIONS, TITLE 34
100.1-100.13  Nondiscrimination in federal programs, effectuating Title VI
104.1-104.39  Section 504 of the Rehabilitation Act of 1973
106.1-106.61  Discrimination on the basis of sex, effectuating Title IX, especially:
106.9  Dissemination of policy

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION, NUTRITION SERVICES DIVISION
PUBLICATIONS
Civil Rights and Complaint Procedures for Child Nutrition Programs, March 2010
U.S. DEPARTMENT OF AGRICULTURE, FOOD AND NUTRITION SERVICE
PUBLICATIONS
Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS
Instruction 113-1, November 2005
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS
PUBLICATIONS
Protecting Students from Harassment and Hate Crime, January 1999
Notice of Non-Discrimination, January 1999
WEB SITES
California Department of Education, Nutrition Services Division:
http://www.cde.ca.gov/ls/nu
U.S. Department of Education, Office for Civil Rights: http://www2.ed.gov/ocr

Policy Adopted: 2015
Revised:  

ELK GROVE UNIFIED SCHOOL DISTRICT
Elk Grove, California
**Subject:** Charter Discussion and Action

**Division:** Secondary Education

**Action Requested:**

The Board is asked to receive a preliminary recommendation and discuss renewal of the Elk Grove Charter School’s petition.

**Discussion:**

The Elk Grove Charter School seeks to renew its charter petition. The Governing Board initially received this petition via board communication in March 2015 and conducted a public hearing on April 21, consistent with timelines described in Board policy.

District staff, representing a wide range of departments, has analyzed and reviewed the Charter petition in accordance with the 16 elements stipulated in the Education Code. In addition, the district has worked with legal counsel to ensure a valid and thorough process.

District staff will make a preliminary recommendation regarding renewal of this petition and ask the Board to discuss this item.

The Board is asked to take action on the request for renewal at the June 9 Board meeting.

**Financial Summary:**

**Prepared By:** Kathy Hamilton

**Division Approval:** Christina O. Peña

**Prepared By:**

**Superintendent Approval:** Christopher Hoffman
The Elk Grove Charter School (Charter School or EGCS) was initially approved by the Elk Grove Unified School District Board of Education in August 1999. The school opened as a K-12 school in September of 1999 as an additional alternative education opportunity for students that includes a combination of independent student and classroom instruction with flexible schedules. It now operates as a school serving grades 7 through 12. Unlike any other district school, all students have the option to earn either a continuation or high school diploma. In 2001, the EGCS was awarded Western Association of Schools and Colleges status, ensuring that charter school students may enroll in any other school with the guarantee that their credits/coursework will transfer.

The Charter School was re-authorized in 2005 and 2010 by the Elk Grove Unified School District (EGUSD or District).

In the 2015-2020 term of the EGCS charter, EGCS and the District will partner to define the Charter School's role in the District's educational mission and operations. The Charter School's program adds great value to the mission of the District. The Charter School serves families within the District community whose children thrive in a non-traditional learning environment that offers an alternative schedule, a personalized learning environment, and an opportunity for credit retrieval. The District has a clear interest in the EGCS's continued success.

The Elk Grove Charter School has been a part of the Elk Grove Unified School District since 1999. While it has been governed by the District, the Charter School and the District have operated as separate entities with regard to employment and personnel and budgetary issues. The Charter School is currently declared as the employer of the teachers, administrative and custodial staff at the Charter School.

During the 2015-2020 term of the charter, the District and Charter School will strive to form a greater partnership to more fully integrate the Charter School into the District community. The ultimate goal will be for all EGCS employees to be deemed employees of the District, thereby providing EGCS staff all of the rights, benefits, and protections afforded to other District employees. The District and Advisory Council will determine any amendments necessary to the charter to achieve this goal.

In doing so, the Charter School will ensure that it achieves three important metrics of a high functioning "dependent" charter school: 1) it operates consistent with a well-written, comprehensive and clear charter; 2) the school is fiscally self-sustaining; and, most importantly, 3) it provides a sound and excellent education to its students.

The Charter School's current renewal process has been used to develop these transitional goals. The first few years of the 2015-2020 charter term will host implementation of these goals. The 2020 renewal of the Charter School's petition will review how the implementation fared.

**School Location**

This charter authorizes the Charter School to operate within the geographic boundaries of the District.
Affirmations

The Elk Grove Charter School will follow any and all federal, state, and local laws and regulations that apply to the Charter School, and shall:

1. Not charge tuition. (Ed. Code § 47605, subd. (d)(1).)

2. Be non-sectarian in its curriculum, programs, admissions policies, governance, employment practices, and all other operations. (Ed. Code § 47605, subd. (d)(1).)

3. Not discriminate against any pupil on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identification, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). (Ed. Code § 47605, subd. (d)(1).)

4. Notify the Superintendent of the pupil’s district of residence within 30 days, of any pupil who is expelled or leaves the Charter School without graduating or completing the school year for any reason. The district notified shall be determined by the pupil’s last known address. The Charter School shall, provide the district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. (Ed. Code § 47605, subd. (d)(3).)

5. Meet all statewide standards and conduct student assessments required pursuant to the Education Code, and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools. (Ed. Code § 47605, subd. (c)(1).)

6. Admit all students who wish to attend the Charter School, and who submit a timely application; unless the Charter School receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random drawing process. Except as required by Education Code Section 47605(d)(2), admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(d)(2)(B). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(d)(2)(C). (Ed. Code § 47605, subd. (d)(2)(A)-(C).)

7. Be deemed the exclusive public school employer of the employees of the Charter School for purposes of the Educational Employment Relations Act. (Ed. Code § 47605, subd. (b)(5)(O).)

8. For each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).

9. Meet or exceed the legally required minimum number of school days. (5 CCR §11960.)

10. Not require any child to attend the Charter School nor any employee to work at the Charter School.
11. Adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and the Individuals with Disabilities Education Improvement Act of 2004.

12. Meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary.

13. Ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. As allowed by statute, flexibility will be given to non-core, non-college preparatory teachers. (Ed. Code § 47605, subd. (l)).

14. At all times maintain all necessary and appropriate insurance coverage.

15. Maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. (Ed. Code § 47612.5, subd. (a).)

16. Comply with any jurisdictional limitations to locations of its facilities. (Ed. Code §§ 47605-47605.1.)

17. Comply with all laws establishing the minimum and maximum age for public school enrollment. (Ed. Code § 47610, subd. (c) and § 47612, subd. (b).)

18. Comply with all applicable portions of the Elementary and Secondary Education Act.


20. Comply with the Political Reform Act and Government Code § 1090 et. seq.

21. Comply with the Public Records Act


23. Comply with all applicable portions of the No Child Left Behind Act.

24. Adhere to all applicable provisions of federal law relating to students who are English learners, including Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974.

Element A: Description of the School’s Educational Program (Education Code 47605(b)(5)(A)(i))

EGCS is an alternative to the District’s comprehensive and continuation school programs. EGCS was authorized in August 1999 and began operation as an independent study/home school program in a classroom located at Las Flores High School in South Sacramento. After two years of operation at Las Flores High School, EGCS moved to a facility in the heart of Old Town Elk Grove. In 2010 after nine years of operation at the Old Town Elk Grove location, the school moved to a new facility. EGCS is now located in the East Franklin region of Elk Grove. This move placed EGCS close to local busing,
the Franklin Community Library, and local comprehensive schools. The school’s physical address is 10065 Atkins Drive, Elk Grove, CA. 95757.

EGCS’s purpose is to provide students with an alternative to a traditional education model by offering independent study, direct-instruction course work, and alternative scheduling. Depending on needs and post-secondary goals, students have the option to work toward earning a traditional high school diploma or an alternative education diploma (continuation diploma).

EGCS is committed to creating individualized educational opportunities for all students in a manner suited to their individual needs. EGCS’s independent study program (ISP) addresses the needs of both credit-deficient and advanced students by facilitating quicker credit completion. Students are able to work at the appropriate pace for their needs. EGCS’s enrollment consists primarily of students from within EGUSD; however, the law allows for enrollment of students from surrounding districts and adjacent counties.

EGCS Vision, Mission, & ESLRs

Vision
Elk Grove Charter School’s students are empowered to realize their full range of academic and human potential.

Mission Statement

- Provide an academic environment, in individualized and group settings, that prepares students for success in higher education and the world of work.
- Develop effective written and verbal communication skills that will enable students to convey their thoughts, opinions, and feelings in a variety of situations.
- Foster a positive and safe climate in which all students develop an understanding of and empathy for multicultural contributions.
- Prepare students to be moral, responsible, and productive citizens and workers in the 21st century.

Expected Schoolwide Learning Results (ESLRs)

Elk Grove Charter School has high expectations and maintains a challenging and rigorous program designed to develop a variety of positive student attributes. Through ISP and structured workshop classes, the school’s ESLRs emphasize the type of student Elk Grove Charter School strives to craft. The following five categories represent what Elk Grove Charter School believes it is to be an educated person in the 21st century. Specifically, EGCS focuses on creating academic achievers, self-directed learners, effective communicators, productive workers, and responsible citizens.

Academic achievers who:

Show yearly improvement on district and state standard assessments through a combination of independent study and classroom instruction.
Self-directed learners who:
Demonstrate the initiative to independently access resources in order to solve complex problems.

Effective communicators who:
- Communicate effectively in oral and written form with a variety of audiences.
- Use technology to efficiently communicate with others.

Productive workers who:
- Work independently, communicate needs, and solve problems.
- Transfer learned skills to new situations.
- Demonstrate the ability to use current technology and adapt to technological changes.

Responsible citizens who:
- Study cultural differences.
- Have access to resources to set appropriate educational and personal goals.

Educational Philosophy
The Elk Grove Charter School believes that learning best occurs within its student population by creating individualized educational opportunities for students by combining independent study instruction and classroom instruction with alternative scheduling and community and workplace educational experiences. EGCS provides a rigorous, standards-based curriculum with a focus on core academics -- language arts, mathematics, science, and social science and a variety of elective courses -- on a smaller scale than comprehensive schools.

Small class size alone does not guarantee academic achievement, though educational research indicates that it often contributes to higher levels of academic success. EGCS offers students a one-on-one student-to-teacher environment in the school’s ISP program, while the average enrollment in workshop classes is between 15-20 students. For the past five years, the Charter School’s instructional model has resulted in increased attendance rates (average +4.86%), reduced dropout rates (average -7.8%) and average increase of Academic Performance Index (+21 points since 2010 petition).

In addition to the independent study and small learning environment at EGCS, students are assisted to reach their full potential through a variety of support and intervention programs:

- Professional Learning Communities for teachers and staff, grouped by content expertise for data analysis and program improvement
- Academic, attendance, and behavior support plans
- Study Skills support class for students by recommendation of their ISP teacher
- CAHSEE support courses (both ISP and direct-instruction) in English language arts and math
- Math, writing, and biology labs for any students struggling in the subjects
  - Truancy Intervention Program, run by a parent liaison
  - English workshop support for all EL students
  - Direct instruction math workshops for students in all grades (7-12)
In addition to interventions facilitated by the school, EGCS believes parents/guardians are active and essential partners in each student’s education. Accordingly, all students and their parents/guardians must enter into a contract (Master Agreement) with the school upon enrollment. The Master Agreement outlines the responsibilities of the student and parents/guardians, includes the student’s semester plan of instruction, and outlines consequences for violating the Master Agreement. Parents/guardians are expected to monitor and assist their students daily as they complete assigned course work. If students do not adhere to the Master Agreement, they are subject to dismissal from EGCS.

**Typical Schedule of a 7th-10th Grade Student**

Below is a description of the “typical” schedule of a 7-10th grade student. However, EGCS, at its discretion, may modify the delivery model set forth below as needed to best serve the needs of students. Students in grades 7-10 participate in a “hybrid” model of education. They attend workshop (direct instruction) classes and also complete independent study courses. The following schedule represents the typical day/week for these students.

**Tuesday-Friday “Core” Workshops**
- 8 a.m. OR 12:30 p.m. Math
- 9 a.m. OR 1:30 p.m. Science
- 10 a.m. OR 2:30 p.m. English

Students attend a weekly one-hour ISP appointment scheduled per the availability of the parent/guardian, student, and teacher. During ISP appointments, students turn in completed written homework, and are verbally assessed on their learning of the material. After the ISP appointment, students are administered written assessments for the completed course work. A minimum of one written assessment per credit must be passed in order to receive the credit. ISP course work for grades 7-10 focuses on the school’s social science curriculum, electives and making up any deficient credits.

Students also attend a variety of activities at the school including one schoolwide activity per quarter and attend college and career presentations as scheduled throughout the year both during and after class.

**Typical Day of an 11th-12th Grade Student**

Students in grades 11 and 12 primarily are enrolled in independent study courses, with some opportunities to complete course work in a workshop environment. (Again, this instructional delivery model is subject to change as needed to best serve the needs of students.) These students attend a weekly one-hour ISP appointment scheduled per parent/guardian, student, and teacher availability. During ISP appointments, students turn in completed written homework, and are verbally assessed on the material completed during the week. After the ISP appointment, students are administered written assessments for the course work completed during the week. A minimum of one written assessment per credit must be passed in order to receive the credit.

The majority of the curriculum for 11th-12th-grade students is delivered through the ISP model; however, students also may take non-core curriculum courses in direct-instruction workshops. These courses have an alternative schedule throughout the week that is dictated by facility availability and teacher schedules. As an example, Art 1 students meet on Thursdays and Fridays for two hour classes.
whereas Spanish students meet Monday-Thursday for a one hour class each day. Non-core workshops include courses in art, Spanish, computer tech, speech, CAHSEE prep.

**EGCS Student Demographics**

**Overall Student Enrollment**

Annually, EGCS has served between 250 and 800 students over the past five years. Originally authorized as a K-12 school, EGCS eliminated its K-6 student instructional program in 2006 due to chronic low enrollment. An important aspect of EGCS’s enrollment and student body is its transient nature. Throughout the school year, enrollment constantly changes and new student orientations are held weekly. Students who fail to comply with the enrollment contract may be dismissed from the Charter School during the school year. Data collection for enrollment poses a challenge and is collected and analyzed using two data points; the first is the annual CBEDS data collection window on the first Wednesday of October and the other is internally collected enrollment numbers during the school year. The following graph shows both data points and is disaggregated to show EGCS’s 12th-grade student body, which is the largest student body at EGCS.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>CBEDS</td>
<td>315</td>
<td>349</td>
<td>262</td>
<td>265</td>
<td>251</td>
</tr>
<tr>
<td>Internal count</td>
<td>249</td>
<td>441</td>
<td>367</td>
<td>185</td>
<td>N/A</td>
</tr>
<tr>
<td>Total</td>
<td>564</td>
<td>790</td>
<td>629</td>
<td>450</td>
<td>N/A</td>
</tr>
<tr>
<td>12th-grade CBEDS</td>
<td>129</td>
<td>165</td>
<td>119</td>
<td>118</td>
<td>94</td>
</tr>
<tr>
<td>12th-grade internal</td>
<td>148</td>
<td>208</td>
<td>166</td>
<td>70</td>
<td>N/A</td>
</tr>
<tr>
<td>12th-grade enrollment as % of total</td>
<td>49.1</td>
<td>47.2</td>
<td>45.3</td>
<td>41.7</td>
<td>N/A</td>
</tr>
</tbody>
</table>

The overall enrollment data shows the transient nature of the school not only from year-to-year, but also within each year of instruction. As can be seen by comparing data at the CBEDS reporting date in October to total enrollees at the end of each school year, enrollment increases significantly — between 70% and 140% in the four years demonstrated in the chart above. An average of 310 students enroll after the CBEDS date in the school years from 2010-11 through 2013-14. In reviewing EGCS’s enrollment data, it also is evident that EGCS has seen a decline in enrollment over the past five years. This may be attributed to the reinstitution of summer school in EGUSD and addition of credit-recovery programs at comprehensive schools. However, the overall percentage of 12th-grade students at EGCS has remained above 40% of total enrollment regardless of the overall decline in total enrollment numbers. The consistently larger 12th-grade student body, as compared to other grade levels, supports EGCS’s role as an alternative education model provider with EGUSD.

**Enrollment by Ethnicity**

EGCS enrolls an ethnically diverse student population from not only Elk Grove, but also South Sacramento. The following represents the enrollment by ethnicity over the past petition period.
The data shows EGCS enrolls more students that identify as “multiple” ethnicity than any other subgroup. (Criteria for measuring this category changed district-wide in 2012-13 resulting in the drastic change in numbers.) Historically, EGCS has enrolled more “white” students than other ethnicities, but in the past two years, the number of white and African-American students has decreased, while enrollment of Hispanic students has maintained constant.

**English Learners**

EGCS has a small number of English Learning (EL) students. As a requirement for enrollment, every identified EL student must participate in the yearly California English Learner Development Test (CELDT) to determine his/her level of English fluency and participate in individualized and classroom English support. In addition to content mastery and credit completion, the goal for EL students is to be redesignated as a Fluent English Proficient (FEP) speaker. Redesignation is determined by the students’ CELDT score, English course grade, and performance on state English exams. The following chart shows the total number of EL students, students redesignated in prior years, and students redesignated in that specific school year. In addition, the EL percentage within EGCS’s total population is noted in parentheses.
EGCS is committed to improving the quality of services and improving the language ability of all EL students. While relatively few EL students enroll at EGCS – less than 8% of total enrollment when current EL students are counted with previously redesignated students, it is evident that nearly 25% of the school’s enrollment includes individuals with a first language that is other than English. Also, the majority of English learners at EGCS speak Spanish as a first language. In order to meet the needs of its students, EGCS adopts EGUSD-approved EL curriculum and ensures all EL students receive English-language support.

“Reason-In” Enrollment Data
An essential component of EGCS’s student demographics profile is the “Reason In” data. EGCS internally collects why parents/guardians and students choose to enroll at EGCS. This information is used to assist the school in understanding the community at EGCS and in developing programs to meet the needs of the students. The following chart shows the primary reasons for enrollment indicated on initial enrollment packets.

<table>
<thead>
<tr>
<th>Reason for Enrollment</th>
<th>2010-11</th>
<th>2011-12</th>
<th>2012-13</th>
<th>2013-14</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total # of Responses</td>
<td>251</td>
<td>440</td>
<td>370</td>
<td>na</td>
</tr>
<tr>
<td>Attendance Problems</td>
<td>1</td>
<td>7</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>Lack of Credits</td>
<td>193</td>
<td>297</td>
<td>204</td>
<td>222</td>
</tr>
<tr>
<td>Medical Issues</td>
<td>0</td>
<td>2</td>
<td>5</td>
<td>7</td>
</tr>
<tr>
<td>Parents Choice</td>
<td>56</td>
<td>121</td>
<td>151</td>
<td>212</td>
</tr>
<tr>
<td>5th – year of High School</td>
<td>0</td>
<td>7</td>
<td>5</td>
<td>1</td>
</tr>
<tr>
<td>Other (misc.responses)</td>
<td>1</td>
<td>6</td>
<td>3</td>
<td>4</td>
</tr>
</tbody>
</table>

Parent choice and credit-deficiency are the primary reasons students enroll at EGCS. The school’s alternative scheduling is designed to meet this need. Students are able to complete credits at a rate appropriate to their skill level and goals. Enrollment at EGCS also mitigates many of the struggles exacerbated by the traditional direct-instruction environment including attendance and discipline problems.

Enrollment by Program

The final component of EGCS’s community profile is enrollment by program. Enrollment data by program is collected in four categories: Students from EGUSD comprehensive schools, students from EGUSD alternative schools, students from programs outside of EGUSD, and students who were out of school.
The data shows EGCS primarily serves the students of EGUSD, but there has been an increase of students who were not previously enrolled in a program. These students may be EGUSD students or students who reside or have resided outside of EGUSD. Recruitment outside of EGUSD does not occur other than through word-of-mouth publicity from past and current students and families.

**Improvement to Learning for Target Population**

Improvements to learning for all target populations are outlined in a variety of yearly plans. First and foremost is the Local Control Accountability Plan (LCAP). The LCAP is a three year plan that is updated yearly. EGCS’s site council creates that plan for the District Governing Board’s ultimate approval. Then the plan is submitted directly to the Sacramento County Office of Education (SCOE). The LCAP identifies strategic and focus goals for the school, target populations to be addressed, expectations and metrics to evaluate progress, and outlines action plans to achieve the goals stated in the plan. (A copy of the LCAP is included in the appendix as Attachment 1.) In addition, EGCS develops a Single Plan for Student Achievement (SPSA) and the Comprehensive Safe School Plan (CSSP). These plans are created with input from all stakeholders at EGCS and input is provided by the EGCS advisory committee. Plans are submitted to the appropriate EGUSD department for review and filing.

**Curriculum and Instructional Design**

Elk Grove Charter School’s educational program is founded on the belief that high academic expectations lead to high-achieving students. EGCS courses prepare students to exceed the California Common Core Standards for Math and English and the established standards for all other academic subject areas.

EGCS offers students the option of earning either a comprehensive or continuation high school diploma based on the students’ academic achievement and postsecondary pursuits. The school offers all courses required to meet the EGUSD graduation requirements. In addition, EGCS offers several courses
authorized by the University of California as a-g designation. The following is a link to the course list. (https://hs-articulation.ucop.edu/agcourselist#/list/details/1672).

EGCS is designed as an independent study program offering workshop support classes. Students enrolled at EGCS are provided with a structured curriculum aligned with state academic standards. Students with special learning needs are provided supplemental instructional support as well as being mainstreamed into the classroom. The Charter School also offers online educational strategies for its students.

EGCS uses the same textbook adoptions as EGUSD, and staff members participate in EGUSD curriculum and professional development opportunities. The instructional methodology includes lecture, independent study, and small group instruction.

Academic Performance
In accordance with Education Code 47607, subdivision (b)(1), a charter school shall attain its Academic Performance Index (API) growth target in the prior year or in two of the last three years both schoolwide and for all groups of pupils served by the charter school in order for reauthorization. 2013 marked the final year of yearly API scores issued from the CDE. EGCS reached growth targets in two of the past three years of API calculation. In 2010, EGCS’s base API number was 676 with a 2011 growth of 17 points to 693. A 19-point growth was achieved in 2012 with an API of 712. In addition, EGCS’s three year API average calculated by CDE is 697, which is 21 points higher than the base API of 676 in 2010 at the time of the last petition renewal.

In addition, EGCS meets Education Code section 47607 (b)(3) by ranking in deciles 4-10 inclusive, on the API for a demographically comparable school in the prior year or in two of the last three years. In 2013, EGCS ranked in decile 9 of comparable schools and has ranked in decile 9 every year of this petition cycle (2010-2013).

In accordance with Education Code section 47607, subdivision (b)(4), EGCS submits that the academic performance of EGCS is at least equal to the academic performance of the public schools that EGCS students would otherwise have been required to attend, as well as the academic performance of the schools in the District, taking into account the composition of the student population that is served at EGCS. EGCS creates individualized educational opportunities to meet the needs of its students. Students are empowered to maximize their academic performance through the EGCS alternative education program, which provides a combination of independent study and classroom instruction, along with flexible scheduling.

Plan for English Language Learners
EGCS shall comply with all state, and federal laws and regulations governing the provision of services for English Language Learners. Specifically, EGCS shall identify, assess, and provide students with English language learner services as required by law. In addition, EGCS shall monitor the progress of students who receive English language learner services to determine when each English language learner has sufficient English proficiency to be reclassified as a fluent English speaker, as required by law.
Plan for Special Education
EGCS shall comply with all local, state, and federal laws and regulations governing the provision of special education and related services. EGCS shall continue to be considered a school of the District, for purposes of the provision of special education and related services.

Transfer Criteria & College Entrance Requirements
All students complete an Orientation Packet upon their enrollment. This packet includes a transcript evaluation and semester plan for courses. Evaluating the transcript collaboratively allows the ISP teacher, student, and parent/guardian to determine the schedule of courses with a transfer or college goal in mind. Student and parent/guardian may also consult with the school counselor if desired. All juniors and seniors must meet with the school counselor to discuss the pathway to transfer or graduation from EGCS.

All coursework is approved by EGUSD, is Western Association of Schools and Colleges (WASC) approved, and is transferable to any school/college in California and the Western States. EGCS will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements upon the student’s enrollment in the Charter School and in an ongoing, as need basis.

Element B: Measurable Pupil Outcomes (Education Code § 47605(b)(5)(B))

Performance Criteria
Elk Grove Charter School students will demonstrate the following skills upon graduation:

Academic achievement in:
• **English Language Arts** - Students are literate and college- and career-ready no later than the end of high school.
• **Mathematics** - Students have robust mathematical knowledge, linked within and across grades as well as relevant to the real word. They will be fully prepared to compete successfully in the global economy.
• **Science** - Students will have a sense of contextual understanding with regard to scientific knowledge, how it is acquired and applied, and how science is connected through a series of concepts that help further our understanding of the world around us.
• **Social Science** - Students will understand and apply civic, historical and geographical knowledge in order to serve as citizens in today’s world of diverse cultures while improving literacy skills within the social science context.

Self-directed learners in independent study:
Students must be self-starters and problem-solvers in order to be successful. Through independent study courses, students will learn to access the resources necessary to solve complex problems.

Effective communication in oral and written form:
Students will complete the Speech requirement to show proficiency in oral communication. Students also complete oral and written assessments in all ISP meetings.
Productive workers:
Students will have study skills and habits that allow life-long learning and success in college and career. Students can plan, initiate, and complete projects. They are punctual, reliable, and use their time wisely. Students are also self-reflective and can evaluate others' and their own products.

Responsible citizens:
- Students will plan and implement at least one community service project.
- Students must also collaborate for group projects, learn personal financial management skills, fill out the Free Application for Federal Student Aid, learn about scholarship opportunities for college or vocational school, develop a resume, and register for the draft (if necessary).

Over the next five years, these student exit outcomes will be benchmarked to grade- and skill- levels in alignment with the California Common Core State Standards in math and English and established standards in other subject areas.

Students wishing to enroll in a four-year university in California will have the opportunity to pursue a course of study at the Elk Grove Charter School that meets the “a-g requirements” with a combination of EGCS courses and concurrent enrollment at community college.

Strategic Goals (from LCAP)
Charter petitions must contain a description, for the charter school, of annual goals, for all pupils and for each subgroup of pupils to be achieved in the state priorities, as described in Education Code section 52060(d), that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. EGCS has provided this description in its LCAP, which is attached to this Petition as Attachment 1. Below is a summary of EGCS’s strategic goals.

Strategic Goal 1
All students will receive high-quality instruction and curriculum measured by:
- Teacher assignments
- Observations and evaluations
- Master Agreement credit goals
- Internal grade reports
- Reading assessment
- Earning 30 credits a semester or 90% of credit goal planned on Master Agreement
- Earn 75% or higher in A-G courses
- Earn 85% of higher in non-A-G courses
- Reading diagnostic assessments

Strategic Goal 2
Students will benefit from a schoolwide assessment system as measured by:
- State assessments (CAASPP)
- Formative assessments (standards quizzes analyzed by PLCs)
- Performance task (EGMAP)
- Surveys
**Strategic Goal 3**
All students will realize their greatest potential in a culturally responsive and physically and emotionally safe environment as measured by:
- Discipline reports showing decreases in suspensions
- Attendance reports showing decreases in truancies
- Increase of college entrance and attendance
- Increase of students taking and being proficient in such admissions exams as the SAT, PSAT, ACT, ASVAB, and EAP
- Completion of college and career plans by all students
- Increase of graduation rate
- Positive surveys from students and stakeholders

**Strategic Goal 4**
All students will benefit from programs and services designed to inform and involve parents, family, and community partners as measured by:
- Governance structure consistency
- Increase of community partnerships
- Increase in stakeholder participation in school activities
- Increase in number of school activities for students
- 100% of students involved in a community partnership

**Element C. Methods to Assess Pupil Progress towards Meeting Outcomes (Education Code 47605(b)(5)(C))**
The Elk Grove Charter School will assess student performance using a diverse array of psychometrically appropriate, valid, and reliable assessment tools. These are illustrated in the following table:

**Methods to Assess Student Progress Toward Outcomes**

<table>
<thead>
<tr>
<th>Outcome</th>
<th>Curriculum</th>
<th>Assessment</th>
</tr>
</thead>
</table>
| Proficiency in English-language arts | - EGUSD-approved curriculum  
- Fiction units from EGUSD district-approved textbook  
- Units, aligned to Common Core State Standards  
- Writing units: Narrative, expository, argumentative, and research  
- Skill-building courses and workshops  
- Group discussions | - Smarter Balanced Assessment Consortium computer-adaptive test for grades 7, 8, & 11  
- Elk Grove Measures of Academic Progress (EGMAP) Performance Task for all grades  
- EGMAP standardized English test (used in conjunction with CELDT to determine redesignation of English Language Learners)  
- Standards-based quizzes for PLC data analysis |
| Proficiency in history-social science | • EGUSD-approved curriculum  
• Guided instructional handouts  
• Supplementary enrichment activities  
• Cumulative writing tasks | • Portfolios of written work, graded by rubrics and calibrated amongst teachers  
• No state testing (CST suspended pursuant to AB 484)  
• Standards-based quizes for PLC data analysis  
• Summative assessment by chapter  
• 2 Performance tasks, graded by rubrics and calibrated amongst teachers |
|---|---|---|
| Proficiency in mathematics | • EGUSD-approved curriculum  
• In transition with textbook pilot/adoption  
• Focus on Standards for Mathematical Practice  
• Skill-building workshops | • Smarter Balanced Assessment Consortium computer-adaptive test for grades 7, 8, & 11  
• EGMAP Performance Task (when developed) for all grade levels  
• Standards-based quizes for PLC data analysis  
• Portfolios of written work, graded by rubrics and calibrated amongst teachers |
| Proficiency in science | • EGUSD-adopted curriculum  
• Research & writing tasks  
• Skill-building workshops  
• Research papers  
• Science labs | • CST for grades 8 & 10  
• Standards-based quizes for PLC data analysis  
• Portfolios of written work, graded by rubrics and calibrated amongst teachers |
| Proficiency in other areas | • EGUSD-adopted curriculum varies by course syllabi & workshop agenda | • Physical Fitness Test  
• CAHSEE in English and math  
• CELDT  
• ASVAB  
• EAP  
• SAT/ACT  
• Junior project  
• Senior project  
• Orientation packets  
• Community service project |

All EGCS students will demonstrate "academic mastery" in all of the core academic areas. For non-special needs and non-limited English proficient (LEP) students, "mastery" will be defined as a score of "basic" or above on the CAASPP testing and grades of Cs or better on all course summative.
assessments. “Mastery” for special needs and LEP students will be defined appropriately according to their Individualized Education Plans and English proficiency levels.

All performance data is collected and analyzed through the EGCS administration team, WASC Leadership, PLCs, and the Governance Board.

**Element D: Governance Structure of the School (Education Code 47605(b)(5)(D))**

EGCS is a locally funded, “dependent” charter school authorized by the Elk Grove Unified School District Board of Education. The District’s Board of Education is the governing body of EGCS, and considers recommendations from the Elk Grove Charter School Advisory Council (“Advisory Council”). The members of the Advisory Council shall be no fewer than five and no more than nine, with one designee appointed by the Superintendent of the District, and other members comprised of EGCS parents, teachers, staff, administration and interested community members.

The District’s Governing Board will be responsible for decisions and actions involving human resources, educational program, and fiscal governance, with the advice and counsel of the Advisory Council.

The Advisory Council will make recommendations to the District’s Governing Board in regard to any additional measurements of pupil outcomes and any other proposed amendments to the EGCS charter petition, as well as policies and procedures that involve the operations of EGCS, enrollment, and student education. This includes recommendations on the duties of EGCS administrators relative to the operations of EGCS. Additionally, the Advisory Council shall provide input about the development of the EGCS LCAP, School Site Safety Plan (SSSP), Single Plan for Student Achievement, and any amendments to these documents, which will be presented for final review and approval by the District Board.

All conduct of the Advisory Council shall meet the following guidelines:
- Must comply with the law and with this Petition
- Must be within the approved budget to remain fiscally viable
- Must be free from conflict of interest and comply with Government Code §87100 et seq. (The Political Reform Act) and Government Code § 1090 et seq.
- Must be reasonably calculated to meet the goals and outcomes established in this Petition.

The Advisory Council shall establish a regular time, date, and place for no more than one regular meeting per month during the months of August through June. The Advisory Council may establish rules and procedures governing the conduct of its meetings. The Advisory Council complies with the Brown Act and the Public Records Act.

**Element E: Employee Qualifications (Education Code 47605(b)(5)(E))**

The EGCS will retain or employ teaching staff who hold appropriate California teaching certificates, permits, or other documents issued by the Commission on Teacher Credentialing. These teachers will teach the “core” academic classes of mathematics, language arts, science, and history/social studies.
These teachers are responsible for overseeing the students’ academic progress and for monitoring grading and matriculation decisions as specified in the EGCS operational policies.

The EGCS will seek administrative and operational staff that has demonstrated experience or expertise in the issues and work tasks required of them and will be provided professional development opportunities to ensure that they remain abreast of all relevant changes in laws or other operational requirements. All non-instructional staff possess experience and expertise appropriate for their position within the school. All teachers and paraprofessionals are NCLB compliant and are subject to State and Federal employment laws.

**Element F: Health and Safety Procedures (Education Code 47605(b)(5)(F))**

The EGCS will comply with the District’s Board Policies, Administrative Regulations, procedures related to health and safety issues, and has instituted the following health and safety procedures:

- All enrolling students and staff provide records documenting immunizations to the extent required for enrollment in non-charter public schools.
- Training for staff and students relating to preventing contact with blood-borne pathogens.
- The school will be housed in facilities that have received Fire Marshall approval and that have been evaluated by a qualified structural engineer who has determined that the facilities comply with the Field Act.
- The school is a drug, alcohol and tobacco free workplace.
- Each employee of the school will submit to a criminal background check and furnish a criminal record summary as required by Education Code Section 44237.

The EGCS facility meets all applicable state and local building codes. The EGCS is housed in a facility that has been built exclusively for the school by the EGUSD. This facility was completed in May, 2010 and meets all federal requirements, including the Americans with Disabilities Act (ADA), and is Field Act compliant.

The EGCS school site safety plan is attached (Attachment # 2). Any amendments to the school site safety plan is the responsibility of the Advisory Council. Any amendments to the safety plan will be submitted to the District Board for review and approval.

**Element G: Means to Achieve a Reflective Racial and Ethnic Balance (Education Code 47605(b)(5)(G))**

The EGCS has implemented a student recruitment strategy that includes, but is not limited to, the following strategies to ensure a racial and ethnic balance among students that is reflective of the District:

- The enrollment process allows for a broad-based recruiting and application process.
- The promotional and informational material appeals to all of the various racial and ethnic groups represented in the district.
- Promotional and informational materials are distributed to a broad variety of community groups and agencies that serve the various racial, ethnic, and interest groups represented in the District.
Element H: Admission Requirements (Education Code 47605(b)(5)(H))

The Elk Grove Charter School recruits a diverse student population who understand and value the school’s mission and are committed to the school’s instructional and operational philosophy. Admission to the school shall be open to any student who resides in Sacramento County or a county that is adjacent to Sacramento County. Admissions priority shall be given to students who reside within EGUSD.

The admission procedure begins with parents/guardians or students submitting required documentation to the school office. Required documents include an enrollment packet, which may vary depending on whether prospective students currently reside within EGUSD and whether the student has an Individualized Education Plan (IEP) or 504 Plan. A list of the required documents can be obtained by calling the school office or going to the school website. Students and parents/guardians must attend an orientation for new students after submitting the enrollment packet. After the orientation, the student receives an appointment with an ISP teacher. Parents/guardians are required to attend the first ISP appointment and any subsequent appointment as determined by EGCS.

In compliance with Ed. Code 47605(d)(2)(B), in the event that EGCS is oversubscribed, a random public lottery will be held to determine future enrollment. Lottery proceedings will take place during regularly scheduled governance meetings. Notification of meetings and lottery proceedings will be publicized and communicated through multiple media, including the school’s website, and physically posted agendas at the school. During the lottery proceedings, names will be drawn at random and students will be enrolled once space becomes available. Names will not be placed in the lottery until the parent/guardian and student have attended a new-student orientation.

Prospective students and their parents or guardians are apprised regarding the school’s instructional and operational philosophy and are informed of the school’s student-related policies. All materials that relate to admissions are translated into six languages to accommodate limited-English families. EGCS works with EGUSD comprehensive and alternative schools to communicate EGCS’s educational philosophy and instructional approach in order to help them determine whether the charter school is an appropriate referral for their students. EGCS’s administration, staff, teachers and counselors collaborate with EGUSD personnel to appropriately recruit at-risk students and students seeking an alternative scheduling model of education.

Element I: Financial (and Programmatic) Audit (Education Code 47605(b)(5)(I))

The EGCS shall conduct its annual audit as part of the annual audit of EGUSD. Its financial information will be reported in the District’s fund 9. The annual audit report shall be forwarded to the County Superintendent of Schools, the State Controller and the State Department of Education by December 15 of each year. The audit will verify the accuracy of the school’s financial statements, attendance and enrollment accounting practices and review the school’s internal controls. The audit will be conducted in accordance with generally accepted accounting principles applicable to the District.

In the course and scope of its oversight duties, the District will also conduct its own annual performance evaluation of the Charter School. The Charter School and the District will jointly develop the content, evaluation criteria, timelines, and process for the annual performance reports. The performance evaluation process will allow the Advisory Council to receive a draft of the report and
provide feedback and commentary. The report will then be finalized by District staff and submitted to the District Board for review. The school and granting agency will also jointly develop an annual site visitation process and protocol to enable the District to gather information needed to confirm the school’s performance and compliance with the terms of this charter.

**Element J: Pupil Suspension and Expulsion (Education Code 47605(b)(5)(J))**

**Student Discipline**

The Elk Grove Charter School implements the District’s comprehensive protocol of student discipline policies. These policies and practices will comply with the District’s policies and practices and California’s Education Code. Written policies are distributed as part of the school’s student handbook and describe the school’s expectations regarding attendance, mutual respect, substance abuse, violence, safety and work habits. EGCS’s discipline policies and procedures are approved by EGUSD and consistent across all secondary schools in the District. Copies of the handbook are distributed to parents/guardians and students at new-student orientations and reviewed during the first ISP appointment and incorporated into the orientation curriculum.

Per District and Charter School policy, if a student’s behavior is a threat to the safety, health or emotional well-being of others, and previous methods of prevention and intervention have not been successful, that student may be suspended in accordance with state law and District policy. Suspension may be imposed upon a first offense if the Superintendent, principal or designee determines the student violated Education Code section 48900(a)-(e) or if the student’s presence causes a danger to persons. [Ed. Code § 48900.5]. Students who are suspended and/or expelled follow the same process as students suspended or expelled from the District’s traditional schools. The District’s Board of Education takes any final action to expel a student.

Note that students who fail to comply with EGCS’s enrollment contract may receive a non-disciplinary dismissal from the school.

The school notifies and confers with the student’s parent or caregiver as soon as possible regarding disciplinary actions. These processes will be amended as required by law to protect the rights of students with disabilities or exceptional needs.

**Element K: Staff Retirement System (Education Code 47605(b)(5)(K))**

Staff at the EGCS will participate in the federal social security system and will be eligible, if qualified, for retirement plans through STRS, PERS and EGBERT, as appropriate.

**Element L: Attendance Alternative (Education Code 47605(b)(5)(L))**

Students who are residents of the District and opt not to attend the Charter School may attend other District schools. Non-resident students may pursue an inter-district transfer in accordance with existing enrollment and transfer policies of their district or county of residence. Parents/guardians will be informed that students have no right to admission in a particular school in the District as a consequence of enrollment in the Charter School.
Element M: Description of Employee Rights to Leave and Return to District Employment (Education Code 47605(b)(5)(M))

No District employee shall be required to work at EGCS. Employees of the District who choose to leave the employment of the District to work at EGCS will have no automatic rights of return to the District after employment by EGCS unless specifically granted by the District through a leave of absence or other agreement.

EGCS’s programs are separate and distinct from District programs, and certificated EGCS employees have no rights whatsoever to District positions or employment. Conversely, certificated District employees shall have no rights whatsoever to EGCS positions or employment.

Element N: Dispute Resolution

“The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter.” Education Code 47605(b)(5)(N)

Disputes Arising From Within the Charter School

The Charter School will comply with District complaint and dispute procedures, including uniform complaint procedures, Williams Act complaints, etc. Families at the Charter School will be provided written notice of these District procedures.

Disputes Between the Charter School and the District

In the event of a dispute between the Charter School and the District, the staff and governance team members of the school agree to first frame the issue in written format and refer the issue to the Superintendent of the District (or his/her designee) and the Principal of the school. In the event that the District believes that the dispute relates to an issue that could lead to revocation of the Charter, this shall be specifically noted in the written dispute statement.

The Principal and the Superintendent (or designee) shall informally meet and confer in a timely fashion to attempt to resolve the dispute.

Element O: Labor Relations (Education Code 47605(b)(5)(O))

EGCS shall be deemed the exclusive public school employer of the employees of the Charter School for purposes of the Educational Employment Relations Act.

Element P: School Closure Procedures (Education Code 47605(b)(5)(P))

In the event that the Charter School closes and ceases operation under this Charter, the Charter School shall conduct the following closure-related activities:

Notification of Closure Action

The Charter School shall provide notification of closure to the following:

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1. Parents or guardians of students
2. The District, via the Director of College and Career Options
3. Teachers and staff of the Charter School
4. The Sacramento County Office of Education
5. The special education local plan area in which the school participates
6. The retirement systems in which the school’s employees participate
7. The California Department of Education

Notification of all the parties above shall include at least the following:

1. The effective date of the closure, and a brief description of the circumstances surrounding the closure
2. The name(s) of and contact information for the person(s) handling inquiries regarding the closure
3. The students’ school districts of residence
4. How parents or guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements

The Charter School shall also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupil’s districts of residence, which they will provide to the District.

School and Student Records Retention and Transfer

The Charter School shall ensure the proper maintenance, and timely transfer, of all pupil records, all personnel records, all state assessment results, and any special education records to the custody of the District, in accordance with applicable law.

Financial Close-Out

The Charter School and District shall ensure completion of an independent final audit within six months of the closure of the school that includes:

1. An accounting of all financial assets, including cash and accounts receivable, and an inventory of property, equipment, and other items of material value.
2. An accounting of all liabilities, including accounts payable or reduction in apportionments due to loans, unpaid staff compensation, audit findings, or other investigations.
3. An assessment of the disposition of any restricted funds received by or due to the Charter School.

The Charter School shall also complete and file any annual reports required pursuant to Education Code section 47604.33.

Disposition of Liabilities and Assets

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The Charter School shall ensure that all liabilities of the Charter School have been paid or otherwise addressed. In the course of determining that the liabilities of the Charter School have been paid or otherwise addressed, the Charter School shall ensure;

1. The submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate;
2. The return of any donated materials and property according to any conditions set when the donations were accepted; and
3. The return of any grants and restricted categorical funds to their source according to the terms of the grant or state and federal law.

Once all liabilities of the Charter School have been paid or otherwise addressed, and, where appropriate, numbers one (1) through three (3) immediately above are fulfilled, all remaining net assets shall be transferred to the District.

Operation and Potential Effects

Education Code section 47605, subd. (g) requires that a charter school petition "provide information regarding the proposed operation and potential effects of the school, including, but not limited to, the facilities to be used by the school, the manner in which administrative services of the school are to be provided, and potential civil liability effects, if any, upon the school and upon the school district."

Facilities. The Charter School is housed at 10065 Atkins Drive, in Elk Grove. The EGCS' administrative offices are located in the District's administrative offices.

Administrative Services. The District will provide back office and administrative services to the Charter School. The Charter School will pay a fee to the District for the costs of providing payroll, budget and accounting services, and all required state and federal reporting. Services provided to the Charter School will be the same services provided by the District to its own traditional schools, although EGCS will be responsible for the purchase of textbooks and instructional material from its Fund 9 account and will not expect the District to assume those costs.

Potential Civil Liabilities. The EGCS will be insured under the District's liability and compensation program.

All of these items regarding "operation and potential effects" will be discussed further in a memorandum of understanding between the District and the EGCS.
Contract for the Associate Superintendent for Human Resources

Recommended the Board of Education approve the contract for the Associate Superintendent for Human Resources as attached.

Contract forthcoming for the Associate Superintendent for Human Resources.
ELK GROVE UNIFIED SCHOOL DISTRICT
EMPLOYMENT AGREEMENT
ASSOCIATE SUPERINTENDENT

This Employment Agreement ("Agreement") is made and entered into by and between the Elk Grove Unified School District ("District" or "Board") and David E. Reilly ("Associate Superintendent").

RECITALS

The parties agree as follows:

1. **Employment.** The District hereby hires and employs the Associate Superintendent to act and serve as its Associate Superintendent of Human Resources and Associate Superintendent hereby accepts such employment and agrees to satisfactorily perform the duties of the position during the term of this Agreement.

2. **Term.** The term of this Agreement is from June 29, 2015 until June 30, 2018, unless terminated earlier or extended as provided by the terms of this Agreement or as required by law.

3. **Work Year.** Associate Superintendent’s work year shall be 246 days.

4. **Compensation.** For and in consideration of the services rendered by Associate Superintendent, Associate Superintendent shall receive the following compensation:
   
   a. **Salary.**
      
      i. **Salary.** For the period of July 1, 2015, through June 30, 2016, the Associate Superintendent shall be placed on Step 4 of the Cabinet Member’s salary schedule, attached hereto as Exhibit A. Step 4 of the Cabinet Member’s salary schedule is One Hundred Seventy Five Thousand Thirteen Dollars ($175,013.00). No lottery stipend shall be paid to the Associate Superintendent.
      
      ii. **Cost of Living Adjustment ("COLA").** During the term of this Agreement, on an annual basis, Associate Superintendent shall receive the same COLA, if any, provided to the District’s certificated managers. The COLA shall be paid to the Associate Superintendent, prospectively or retroactively, in the same manner as provided to other District certificated managers. Cost of living increases, however, shall only be granted if the Associate Superintendent receives a satisfactory evaluation from the Superintendent and the Board concurs. All COLA increases shall be approved by the Board each year in open session at a regularly called Board meeting.
      
      iii. **Step Increases.** Subject to Associate Superintendent’s receipt of a satisfactory annual evaluation, Associate Superintendent shall receive an annual step increase, effective on July 1, in addition to the COLA and any other Board approved salary adjustment, if Associate Superintendent is eligible for a step increase.
There are a maximum of five (5) steps. Once Associate Superintendent reaches Step 5, he will be at the top of the salary schedule and therefore will no longer be eligible for further step increases. Step increases must be approved by the Board each year in open session at a regularly called Board meeting.

iv. **Salary Payments.** The Associate Superintendent’s salary shall be payable once every month not later than the last day of each month less all applicable taxes and other deductions required by law or authorized by the Associate Superintendent.

v. **Salary Changes.** During the term of this Agreement, the Board reserves the right to increase from time-to-time the salary payable to the Associate Superintendent to be effective prospectively or retroactively on any date ordered by the Board in accordance with Education Code section 35032. A change in salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement.

b. **Vacation.** The Associate Superintendent shall, during the term of this Agreement, earn and accrue 1.92 days of vacation leave with pay for each full month of service rendered (the equivalent of 23 days per year). Utilization of accrued vacation leave shall be subject to approval by the Superintendent. The Associate Superintendent shall not accrue more than 46 days of vacation. If earned and accumulated vacation days reach a total of 46, further accrual of vacation will cease until accumulated vacation is used and at that time vacation accrual commences. In the event of the termination or expiration of this Agreement for any reason, the Associate Superintendent shall be entitled to compensation for no more than 46 days of accrued and unused vacation leave at Associate Superintendent’s then current daily rate of salary.

c. **Sick Leave.** The Associate Superintendent shall, during the term of this Agreement, earn and accrue one (1) day of sick leave with pay for each full month of service rendered. Time off required by the Associate Superintendent for illness or injury which is not covered by earned and accrued sick leave with pay, earned and accrued vacation with pay or other paid leaves as provided for by law, shall be uncompensated. The District shall be authorized to require verification of sick leave and vacation usage from time-to-time, as it deems appropriate.

d. **Fringe Benefits.** The Associate Superintendent shall be entitled to employee and dependent health care coverage under the same group medical, dental, optical, and other group health insurance plans which are provided to certificated employees covered by the EGEA collective bargaining agreement on the same terms and conditions, and subject to the same co-pays, deductibles and premium payment requirements as such benefits are provided to EGEA covered employees, as those benefits may change from time-to-time through negotiations with EGEA.

e. **Holidays.** The Associate Superintendent shall be entitled to the same number and types of holidays with pay as are provided to other certificated management personnel.
f. **Transportation Allowance.** The Associate Superintendent shall acquire, use, maintain and insure a personal automobile for school district business at the Associate Superintendent’s sole cost and expense. The Associate Superintendent shall receive a monthly automobile mileage allowance of $400 for travel within the District’s boundaries, irrespective of the number of miles traveled on District business. The allowance shall be considered taxable income. No documentation is required in order to receive this allowance. Except in an emergency, the Associate Superintendent shall not utilize vehicle, fuel, or repair services provided by the District. In addition, the Associate Superintendent shall be solely responsible for any tax and retirement consequences resulting from receipt of this allowance and shall defend, indemnify and hold the District harmless from all such consequences.

g. **Business Expense Allowance.** Associate Superintendent shall receive $400 per month for business expenses that the Associate Superintendent incurs in the official performance of Associate Superintendent’s duties and responsibilities. The allowance shall be considered taxable income. No documentation is required in order to receive this allowance. The Associate Superintendent shall be solely responsible for any tax or retirement consequences resulting from receipt of this allowance and shall defend, indemnify and hold the District harmless from all such consequences.

h. **Conference Expenses.** During the term of this Agreement, the Associate Superintendent shall attend educational or other conferences that the Superintendent deems appropriate. The actual and necessary travel, food, lodging, incidental expenses, and registration costs for events held outside of the District shall be reimbursable, subject to all verification and claims procedures and reimbursable expenditure limitations as are from time-to-time established by Board policy or administrative regulation.

i. **Expense Reimbursement.** The District shall reimburse the Associate Superintendent for actual and necessary expenses incurred within the scope of the Associate Superintendent’s employment, including mileage reimbursement for travel outside of the District, so long as such expenses are permitted by District policy or incurred with prior approval of the Board and so long as the cost of the expense is not already provided for under the terms of this Agreement. For reimbursement, the Superintendent shall submit an expense claim in writing supported by appropriate written documentation.

5. **Physical Examination.** The Associate Superintendent agrees to have an examination by a District-appointed physician when requested by the Superintendent. Any expense beyond that paid by District insurance will be borne by the District. The physician's report of the Associate Superintendent's examination shall be filed with the Superintendent and shall be treated as confidential information. The examining physician's report shall address the fitness of the Associate Superintendent to perform his/her duties. The Associate Superintendent agrees to execute any necessary medical releases or other documents to facilitate this fitness for duty examination.
6. **Duties.** In accordance with the policies adopted by the Board and rules and regulations of the Board of Education, the Associate Superintendent shall perform such duties and assume such responsibilities as are contained in the Associate Superintendent’s job description or as assigned by the Superintendent. Specifically, Associate Superintendent shall have primary responsibility for the District’s Human Resources program.

7. **Management Hours.** It is understood that the demands of Associate Superintendent’s position will require Associate Superintendent to average more than an eight-hour workday or a forty-hour workweek; therefore, the parties agree that Associate Superintendent shall not be entitled to overtime compensation.

8. **Outside Professional Activities.** The Associate Superintendent shall be authorized to undertake outside professional activities for compensation including consulting, speaking, and writing, provided that Associate Superintendent shall devote so much of Associate Superintendent’s time and energy to the performance of the duties of the position as are required to adequately perform the duties and responsibilities of the position. The Associate Superintendent’s performance of the duties and responsibilities shall take precedence over any outside activities, and the Superintendent may disapprove time-off by the Associate Superintendent during the normal workweek to engage in such outside activity. The Associate Superintendent agrees not to use District property or staff in performing outside professional activities without prior approval of the Superintendent. In no case will the District be responsible for any expenses attendant to the performance of such outside activities unless prior approval is obtained.

9. **Evaluation.** The Superintendent shall annually evaluate the Associate Superintendent’s performance by June 30 of each year. At the conclusion of the evaluation for the school year, the Superintendent shall designate in writing on the Associate Superintendent’s evaluation form whether or not the evaluation is “satisfactory” or “unsatisfactory.”

   If the Superintendent determines that the Associate Superintendent’s evaluation is “satisfactory,” and the Board concurs, the Associate Superintendent shall be entitled to: (1) a salary step increase as provided in section 2 until Associate Superintendent reaches the end of the salary schedule steps; (2) a COLA increase as provided in section 2; and (3) a one year contract extension.

   If the Superintendent determines that the Associate Superintendent’s evaluation is “unsatisfactory,” the Associate Superintendent’s salary and contract term shall remain unchanged.

   If the Superintendent does not complete the evaluation by June 30 of any year under this Agreement, the Superintendent shall take prompt immediate action to complete the evaluation. If the evaluation is completed after June 30, it is satisfactory, and the Board concurs, the Associate Superintendent shall be entitled to retroactive application of the salary step increase, the COLA, if any, and the one year contract extension.
Any evaluation conducted under this paragraph must be ratified by the Board and reported in open session. In addition, any contract extension, salary step increase or COLA increase must be approved by the Board in open session at a regular meeting so that the public remains informed about the Associate Superintendent’s current step placement and the contract term.

10. **Termination.** This Agreement may be terminated on any of the following bases:

a. **Mutual Consent.** By mutual agreement, this Agreement may be terminated at any time.

b. **Resignation.** The Associate Superintendent may resign and terminate this Agreement only by providing the Board with at least sixty (60) days advance written notice, unless the parties agree otherwise.

c. **Non-Renewal of Agreement by the District.** The Board may elect not to renew this Agreement upon its expiration by providing written notice to the Associate Superintendent in accordance with Education Code section 35031 (currently 45-days prior notice), or other applicable provisions of law. The Associate Superintendent shall inform the Board President of this notice requirement at least ninety (90) days in advance of expiration of this Agreement.

d. **Termination for Cause.** The Board may terminate the Associate Superintendent as follows: (1) if the Associate Superintendent refuses or fails to follow a lawful directive or order of the Board or the Superintendent; (2) breach of this Agreement; (3) unsatisfactory performance as established through the evaluation process; (4) misconduct or dishonest behavior with regard to the Associate Superintendent’s employment; or (5) conviction of a crime involving: dishonesty, breach of trust, or physical or emotional harm to any person. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the parties under this Agreement.

If such cause exists, the Superintendent shall meet with the Associate Superintendent and shall submit a written statement to the Board and the Associate Superintendent of the grounds for termination and copies of written documents the District believes supports the termination. If the Associate Superintendent disputes the charges, the Associate Superintendent shall then be entitled to a conference before the Board in closed session. The Associate Superintendent and the Board shall each have the right to be represented by counsel at their own expense. The Associate Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all evidence presented, decides to terminate this Agreement, it shall provide the Associate Superintendent with a written decision.

The decision of the Board shall be final. The Associate Superintendent’s conference before the Board shall be deemed to satisfy the Associate Superintendent’s
entitlement to due process of law and shall be the Associate Superintendent’s exclusive right to any conference or hearing otherwise required by law. The Associate Superintendent waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Associate Superintendent’s administrative remedies and then authorizes the Associate Superintendent to contest the Board’s determination in a court of competent jurisdiction.

e. **Termination without Cause.** If, for any reason, without cause or a hearing, at any time, the Board determines, in its sole discretion, that such action is in the best interest of the District, the Board may unilaterally terminate this Agreement. In consideration for the exercise of this right, the District shall pay to the Associate Superintendent from the date of termination until the expiration of this Agreement, or for a period of eighteen (18) months, whichever is less, a sum equal to the difference between Associate Superintendent’s base salary at the rate in effect during the Associate Superintendent’s last month of service and the amount which the Associate Superintendent earns from any other employment-related source (whether as employee, independent contractor, consultant or self-employed).

Payments to the Associate Superintendent shall be made on a monthly basis unless the parties agree in writing otherwise. As a condition of receiving such monthly payments, the Associate Superintendent shall be obligated to immediately seek other full-time employment in good faith and to notify the District in writing immediately if Associate Superintendent earns income from any employment-related source.

For purposes of this Agreement, the term “salary” shall include only the Associate Superintendent’s regular monthly base salary and shall not include the value of any other stipends, reimbursements or benefits received under this Agreement. All payments made pursuant to this termination without cause provision shall be subject to applicable payroll deductions and shall be treated as compensation for state and federal tax purposes. No payments made pursuant to this early termination provision shall constitute creditable service, creditable compensation or compensation earnable for CalSTRS or CalPERS retirement purposes. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay; accordingly, no deductions shall be made for retirement purposes.

The Associate Superintendent shall also be entitled to a continued District contribution toward health benefits, as those benefits may change from time-to-time, for the remainder of the unexpired term of this Agreement, for a period of eighteen (18) months, or until the Associate Superintendent obtains other employment, whichever occurs first.

If the Associate Superintendent is terminated without cause and elects to retire instead of fulfilling the Associate Superintendent’s obligation to seek other employment as set forth above, the parties agree that, effective upon the date of the Associate Superintendent’s retirement with the CalSTRS or CalPERS, the amount payable to the Associate Superintendent as salary shall be reduced by the amount of retirement income earned by the Associate Superintendent from CalSTRS or CalPERS.
The parties agree that any damages to the Associate Superintendent that may result from the Board’s early termination of this Agreement without cause cannot be readily ascertained. Accordingly, the parties agree that the payments made pursuant to this termination without cause provision, along with the District’s agreement to provide health benefits, constitutes reasonable liquidated damages for the Associate Superintendent, fully compensates the Associate Superintendent for all tort, contract, and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The parties agree that the District’s completion of its obligations under this provision constitutes the Associate Superintendent’s sole remedy to the fullest extent provided by law.

Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code section 53260 et seq. and that any payment of cash or other consideration to the Associate Superintendent pursuant to a settlement agreement resulting from the termination of this Agreement by the Board is subject to the limitations and requirements contained in Government Code sections 53260 et seq. and other applicable provisions of law, as the law may be amended from time-to-time.

f. **Termination for Inappropriate Fiscal Practices.**
Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Associate Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Associate Superintendent without cause and the Associate Superintendent shall not be entitled to any cash, salary payments, health benefits or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260(b).

g. **Disability.** Upon expiration of the Associate Superintendent’s entitlement to current and accumulated sick leave and differential leave, and upon written evaluation by a licensed physician designated by the District indicating the inability of the Associate Superintendent to perform the essential functions of the position, with or without reasonable accommodation, this Agreement may be immediately terminated by the Board upon written notice to the Associate Superintendent.

h. **Death.** Death of the Associate Superintendent immediately terminates this Agreement.

11. **Abuse of Office Provisions.** In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, should the Associate Superintendent receive a paid leave of absence or cash settlement if this contract is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the District by the Associate Superintendent if the Associate Superintendent is convicted of a crime involving an abuse of his/her office or position. In addition, if the District funds the criminal defense of the Associate Superintendent against charges involving abuse of office or position and the Associate Superintendent is
then convicted of such charges, the Associate Superintendent shall fully reimburse the District all funds expended for his/her criminal defense.

12. **Notice.** Notices by the Board of Education shall be deemed served either on the date on which it is personally served upon the Associate Superintendent or the date on which it is deposited in the United States Mail, postage prepaid, and addressed as follows:

   David E. Reilly, Associate Superintendent  
   Elk Grove Unified School District  
   9510 Elk Grove-Florin Road  
   Elk Grove, California 95624

13. **Notice of Finalist in Search.** The Associate Superintendent shall immediately notify the Superintendent should he/she become a finalist in the selection process for any position with any other employer.

14. **Waiver.** No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall it be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

15. **Complete Agreement.** This Agreement constitutes and contains the entire agreement and understanding between the parties concerning the Associate Superintendent’s employment with the District. This instrument supersedes and replaces all prior agreements, modifications and addendums and all prior proposals and negotiations, whether written or oral, concerning the Associate Superintendent’s employment with the District. This is an integrated document.

16. **Governing Law.** This Agreement shall be deemed to have been executed and delivered within the State of California, and rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws.

17. **Construction.** Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect.

18. **Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

19. **No Assignment.** The Associate Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.
20. **Modification.** This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties.

21. **Exclusivity.** To the extent permitted by law, the parties agree that the employment relationship between the District and the Associate Superintendent shall be governed exclusively by the provisions of this Agreement.

22. **Independent Representation.** The Associate Superintendent and the Board each recognize that in entering into this Agreement, the parties have relied upon the advice of their own attorneys, financial advisors and other representatives, and that the terms of this Agreement have been completely read and explained to them by their attorneys, financial advisors and other representatives and that those terms are fully understood and voluntarily accepted by them.

23. **Savings Clause.** If any provision of this Agreement or its application is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement that can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.

24. **Board Approval.** The effectiveness of this Agreement shall be contingent upon approval by the District’s Board as required by law.

25. **Binding Effect.** This Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heirs, and assigns.

26. **Public Record.** The parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.

27. **Credentials.** The Associate Superintendent hereby certifies that the Associate Superintendent holds legal and valid administrative and teaching credentials which he/she shall maintain in effect throughout the life of this Agreement, and shall keep on file in the Office of the County Superintendent of Schools of Sacramento County.

28. **Tax/Retirement Liability.** District makes no representations or warranties with respect to the tax or retirement consequences of this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be liable for any state or federal tax consequences or any retirement consequences of any nature as a result of this Agreement including, but not limited to, retiree health benefits, life insurance or other benefits provided to the Associate Superintendent or any designated beneficiary, heirs, administrators, executors, successors or assigns of the Associate Superintendent. The Associate Superintendent shall assume sole liability for all state and federal tax consequences and all retirement consequences of any nature occurring at any time. Associate Superintendent further declares that, prior to signing this Agreement, the Associate Superintendent was apprised of relevant data and received independent advice and counsel regarding the state and federal tax consequences and the retirement consequences of this Agreement.
29. **Execution of Other Documents.** The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

BOARD OF EDUCATION
ELK GROVE UNIFIED SCHOOL DISTRICT

By: ___________________________  Dated: __________
Christopher R. Hoffman
Superintendent and Secretary
to the Board of Education
ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above.

I have not entered into an Agreement of employment with the Governing Board of another school district or any other employer that will in any way conflict with the terms of this employment agreement.

I understand that the District is relying upon information provided by me during the application process in extending this offer of employment. By signing below, I represent that I have not provided the District with any false information or made any material misrepresentation during the job application process. I agree that false, incomplete, or misleading statements or omissions made during the job application process constitute dishonesty and breach of this Agreement and are grounds for termination of this Agreement for cause.

DATED: ______________

__________________________
David E. Reilly
Associate Superintendent
CABINET MEMBERS
SALARY SCHEDULE #1/#29

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Effective 09/01/14, no changes from the 2013-14 salary schedule.
Action Requested: Approve minutes of the regular board meeting held May 5, 2015.

Discussion:

Financial Summary:

Prepared By: ___________________________ Department Approval: ___________________________

Prepared By: ___________________________ Superintendent Approval: Christopher R. Hoffman
Subject: 2015-16 Board Meeting Schedule

Action Requested: Consider and take action to establish the Board Meeting Schedule for the 2015-16 school year.

Discussion:
The following recommended 2015-16 Board Meeting Schedule varies from the 1st and 3rd Tuesdays designated for regular meetings in the months of July, August, December and June:

July – Cancel the July 7, 2015 meeting and hold the July 21, 2015 meeting

August – Cancel the August 4, 2015 meeting and hold the August 18, 2015 meeting

September - September 1 and 15, 2015

October – October 6, 2015 , cancel October 20 meeting and hold Community Forums on this day

November – November 3 and 17, 2015

December – Cancel the December 1 and 15, 2015 meetings and schedule a meeting on December 8, 2015

January – January 5 and 19, 2016

February - February 2 and 16, 2016

March - March 1 and 15, 2016

April - April 5 and 19, 2016

May - May 3 and 17, 2016

June – Cancel the June 7 and 21, 2016 meetings and schedule meetings on June 14 and 28, 2016

Note: Board meeting dates for the 2015-16 school year are underlined.

Financial Summary:
No cost to the District.

Prepared By: Arlene Hein                 Division Approval:  
Prepared By:  
Superintendent Approval: Christopher R. Hoffman
Subject: Personnel Actions

Division: Human Resources

Action Requested:

Recommend the Board of Education approve the personnel actions as attached.

Discussion:

CERTIFIED:

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

CLASSIFIED:

APPROVE:
1. New Hire(s) [8]
2. Promotion(s)
3. Resignation(s)
4. Retirement(s)

Financial Summary:

Prepared by: Bindy Grewal, Ed.D.  
Prepared by: Evelyn Lualish

Departmental Approval: Brandon Krueger, Ed.D.  
Superintendent Approval: Christopher R. Hoffman
Subject: Student Clinical Experience Agreement between Eastern New Mexico University and Elk Grove Unified School District

Action Requested:
Approval of the Student Clinical Experience Agreement between Eastern New Mexico University and Elk Grove Unified School District

Discussion:
The Board needs to approve the Student Clinical Agreement between Eastern New Mexico University and Elk Grove Unified School District to allow Speech Language Pathology students to do their clinical hours within our schools.

The new agreement will be in effect from:

July 1, 2015 until a 30 day notice in writing from either party is provided.

Financial Summary:

Prepared By: Superintendnet Approval: Christopher R. Hoffman
AFFILIATION AGREEMENT

Agreement Date: July 1, 2015

By and between Eastern New Mexico University Speech and Hearing Rehabilitation Outreach Center (herein referred to as "SCHOOL") and Elk Grove Unified School District (herein referred to as "CLINICAL FACILITY").

WITNESSETH

WHEREAS, SCHOOL desires to provide a clinical learning experience to its students through the application of knowledge and skills in client-centered situations and settings; and

WHEREAS, CLINICAL FACILITY has agreed to make its facility available to SCHOOL for such purposes; and

WHEREAS, the parties agree to jointly participate in a Clinical Education Program and desire to establish and maintain a reciprocally beneficial working relationship; and

WHEREAS, it is for the mutual interest and advantage of both parties to enter into this Affiliation Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and intending to be legally bound hereby, it is agreed by both parties as follows, that:

1. The parties will work together to implement a Clinical Education Program to provide students with supervised clinical experiences in therapy.

2. The educational component of the Clinical Education Program shall be under the supervision of the CLINICAL FACILITY'S Coordinator and/or the student's speech language pathology ("SLP") supervisor at the CLINICAL FACILITY.

A. STUDENT RESPONSIBILITIES

1. Student Statements. The student agrees to provide the following signed statements prior to beginning any Clinical Education Program at CLINICAL FACILITY:

   a) Statement of Responsibility
   b) Statement of Confidentiality and Security
   c) Release of Information granting SCHOOL personnel permission to discuss performance in coursework or practicum with CLINICAL FACILITY
   d) Verification of receipt and knowledge of Graduate Student and Supervisor Handbooks

Rev. 11/13
2. **Insurance.** The student agrees to provide and maintain adequate professional liability insurance covering his/her participation in the Clinical Education Program. The scope and coverage of said insurance shall survive the termination of the student's participation in this Agreement for 1 calendar year. The student agrees to provide proof of such insurance to the SCHOOL prior to placement and to the FACILITY upon request (i.e., via Certificate of Coverage). Professional liability insurance shall be in an amount of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate.

3. **Health.** Students shall be responsible for arranging for any necessary medical care and/or treatment needed by the student, including transportation, in case of illness or injury, while participating in the Clinical Education Program. In no event shall the SCHOOL or CLINICAL FACILITY be financially or otherwise responsible for said medical care or treatment.

Students will present the following health records to the Clinical Education Program prior to their educational experience at the CLINICAL FACILITY. All records must be current (within 12 months of the clinical education start date at CLINICAL FACILITY).

   a) Physical examination results
   b) Tuberculin skin test within the past 12 months or documentation of a previous positive reactor
   c) Proof of rubella and rubeola immunity by positive antibody titers or two doses of MMR
   d) Varicella immunity, by positive history of chickenpox or proof of varicella immunization
   e) Proof of Hepatitis B immunization or a signed waiver of vaccination
   f) Proof of influenza vaccine during the flu season (October 1 to March 31) or a signed declination form, if required by said facility
   g) Evidence of a 10 panel drug and alcohol screen, performed upon admission to the CLINICAL FACILITY, if required by said facility
   h) Evidence of personal health coverage during the duration of the practicum/internship, if required by the CLINICAL FACILITY

4. **Trainings.** Students shall complete the following trainings prior to beginning the Clinical Education Program at CLINICAL FACILITY. All trainings must have been completed within 12 months of the clinical education start date at CLINICAL FACILITY.

   a) Universal health precautions/bloodborne pathogens
   b) CPR certification
   c) HIPAA regulations
   d) Abuse and neglect reporting (per Elder Justice Act and Centers for Medicare & Medicaid Services as required)

5. **Background Checks.** Students will complete the following background checks prior to beginning their assigned rotation at CLINICAL FACILITY. All checks must have been completed within 12 months of the clinical education start date at CLINICAL FACILITY.

   a) Social Security number verification
   b) A criminal records search pursuant to the requirements of the Caregivers Criminal History Screening Act, Sections 29-17-2 through 29-17-5 NMSA 1978. This necessitates fingerprinting and includes both state and federal clearance PRN.
   c) United States Department of Justice National Sex Offender Public Website search
   d) HHS/OIG List of Excluded Individuals/Entities
   e) GSA/SAM List of Parties Excluded from Federal Programs
6. The student will adhere to the rules and regulations of both SCHOOL’S and CLINICAL FACILITY’S Department of Rehabilitation/Special Education. Students must follow the American Speech-Language-Hearing Association (“ASHA”) Code of Ethics at all times.

7. Students shall be responsible for their own transportation to and from SCHOOL and CLINICAL FACILITY.

8. Students shall not engage in any aspect of patient evaluation and/or treatment in the absence of the CLINICAL FACILITY supervisor.

9. Students may not have access to CLINICAL FACILITY other than for Clinical Education Program instruction, unless permission has been obtained from appropriate CLINICAL FACILITY personnel and CLINICAL FACILITY supervision is present.

10. At all times while on CLINICAL FACILITY site during practicum/internship, students must wear clothing or identification badges that clearly identify their status as students of the SCHOOL and not as agents or employees of the CLINICAL FACILITY.

11. Students must obtain prior written approval from both SCHOOL and CLINICAL FACILITY before publishing any material relating to the Clinical Education Program experience.

B. SCHOOL’S RESPONSIBILITIES

SCHOOL agrees to:

1. Inform students of the criteria listed above.

2. Assign only those students who have completed required coursework and clinical proficiency as needed to successfully serve clients at CLINICAL FACILITY.

3. Prior to start of each student’s rotation, provide information relevant to student’s level of training, pertinent KASA outcome mastery/deficiencies, and previous clinical experience.

4. Provide classroom theory and academic/practical education to students prior to their clinical assignments at the CLINICAL FACILITY and maintain general responsibility for didactic instruction, academic evaluation, and related academic matters concerning student participation in the Clinical Education Program.

5. Provide continuing oral and written communication with CLINICAL FACILITY regarding student performance and evaluation, absences and assignments of students, and other pertinent information including but not limited to formal/informal evaluation of students and students’ clinical practice experience on an ongoing basis in conjunction with the appropriate CLINICAL FACILITY’S staff.

6. Provide specific clinical objectives for student clinical practice experience and work with the CLINICAL FACILITY staff to help implement those objectives.
C. CLINICAL FACILITY'S RESPONSIBILITIES

CLINICAL FACILITY agrees to:

1. Provide orientation of students to the CLINICAL FACILITY (including but not limited to rules, regulations, policies, procedures, and practices).

2. Provide supervision of the SCHOOL'S students through a CLINICAL FACILITY representative. For each student assigned by SCHOOL, ensure ASHA Certification of Clinical Competence and state licensure of SLP supervisor working at CLINICAL FACILITY assigned to supervise said student. This information shall be provided to SCHOOL upon request to ensure SCHOOL's compliance with ASHA's accreditation standards of practice.

3. Provide clinical practice opportunities and training within the ASHA CCC-SLP scope of practice and applicable state licensure laws in accordance with accepted standards of clinical evidence based practice in the student's area of study and as mutually agreed upon by the parties.

4. Maintain adequate liability insurance, general and professional, for its coordinator and any other employees or contractors providing supervision to the students, covering their participation in the Clinical Education Program (students cannot be supervised by uninsured therapists). Said insurance shall be deemed primary and not secondary to any insurance and shall survive the termination of the Agreement for one calendar year. Professional liability insurance shall be in an amount of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate. CLINICAL FACILITY agrees to provide proof of insurance upon request.

5. Provide continuing oral and written communication with SCHOOL regarding student performance and evaluation, absences and assignments of students, and other pertinent information including but not limited to formal/informal evaluation of students and students' clinical practice experience on an ongoing basis in conjunction with the appropriate CLINICAL FACILITY'S staff.

6. Provide the student with clerical/clinical supplies and materials necessary to meet standards of CLINICAL FACILITY.

7. Provide, to the best of its ability and whenever the needs of the Program demand, any specialized item necessary for student safety.

8. Permit students access to parking and cafeteria to the extent necessary and available.

9. Notify SCHOOL immediately of any situation or problem that threatens a student's successful completion of the Program.

10. Maintain the confidentiality of all student records produced by or furnished by SCHOOL, and disclose information only as SCHOOL may request for its own use, as the student may direct, or as required by law.

11. When required for accreditation and/or upon SCHOOL'S request, provide SCHOOL with Clinical Education Program information, reports or other data.
D. TERM

1. The term of this Agreement shall be ongoing until from the date written herein until termination or revision by SCHOOL or CLINICAL FACILITY.

2. Any party may terminate this agreement with or without cause at any time upon written notice to the other parties hereto specifying the date on which such termination is to be effective. Such date must be not less than thirty (30) days following the date on which such notice is given. Notice should be sent to the address listed hereunder. Notwithstanding termination, all students currently participating in clinical education at the CLINICAL FACILITY at the time of notice of termination will be given the opportunity to complete the Clinical Education Program for the term agreed upon in the Agreement to Supervise signed prior to the student clinical placement (unless the student is dismissed from placement with cause as specified below).

3. CLINICAL FACILITY retains the right to dismiss a student and terminate the student's access to CLINICAL FACILITY if the student’s performance or health is so unsatisfactory as to result in possible danger to the student or patients. Other dismissals or terminations shall be by mutual agreement of CLINICAL FACILITY and SCHOOL.

E. MISCELLANEOUS

1. The parties will comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142, and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements." The parties agree not to use or further disclose any Protected Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to each other party to the extent required for determining compliance with Federal Privacy Regulations. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients. SCHOOL will direct its faculty and students to comply with the policies and procedures of the CLINICAL FACILITY, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining SCHOOL faculty and students' role in relation to the use and disclosure of the CLINICAL FACILITY's protected health information, SCHOOL faculty and students are defined as members of the CLINICAL FACILITY's "workforce," as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, SCHOOL faculty and students are not and will not be considered employees of the CLINICAL FACILITY. No student will look to the CLINICAL FACILITY for any salary, and students who become injured while in the CLINICAL FACILITY will not be employees for purposes of workers' compensation benefits, disability benefits, or any similar payments.

2. This Agreement is not intended to create any third-party beneficiary rights.
3. SCHOOL and CLINICAL FACILITY shall not discriminate against any student on the basis of race, sex, sexual preference, religion, national origin, age or the basis of handicap, AIDS and AIDS-related conditions; and shall comply with the Age Discrimination Act of 1975, the Americans with Disabilities Act (ADA) of 1990, and any or all other applicable state laws and regulations, and all requirements thereunder.

4. Both assigned students and CLINICAL FACILITY employees/contractors are required to report suspicion of a crime against any individual who is a resident of, or is receiving care from, the CLINICAL FACILITY to the appropriate authorities. This may include law enforcement agencies as necessary.

5. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements, either oral or in writing, among the parties hereto with respect to the subject matter hereof. No change or modification of this Agreement shall be valid until the same is submitted in writing and signed by all the parties hereto. No waiver of any provisions of this Agreement shall be valid unless submitted in writing and signed by the authorized representative of the SCHOOL and CLINICAL FACILITY. Additional details of the Clinical Education Program and additional duties and obligations of the parties, if desired by either party, may be contained in subsequent writings attached as Exhibits(s) to this Agreement. Such exhibits must be mutually agreed upon, submitted in writing, and signed by all parties hereto.

6. This Agreement is not intended to conflict with or affect any existing or future affiliation between the parties and institutions not a party to this Agreement. This Agreement is not exclusive.

7. No party shall use the other's name or logo in any descriptive or promotional literature or communication of any kind without the other's prior written approval. No party shall use for its benefit or the benefit of its affiliates any information provided by the other party which is commonly considered to be proprietary.

8. CLINICAL FACILITY may require students and faculty to sign confidentiality/proprietary information agreements to protect patient information and all rehabilitative, operational or marketing information considered proprietary by CLINICAL FACILITY.

9. SCHOOL and CLINICAL FACILITY hereby agree that if the value or cost of services rendered by either party under this Agreement is equal to or more than $10,000 for any twelve (12) month period, the parties agree to allow the Comptroller General of the United States (CG), the Secretary of the Department of representatives access to their agreements, books, documents, and records until the expiration of four years after the services are furnished under this Agreement. The access must be provided for in accordance with Subpart D, 42 C.F.R. 420 et seq. (47 Federal Register 58257, Thursday, December, 1982). Similar access must be provided to DHHS and their duly authorized representatives to all agreements, books, documents and records between both parties and any subvendor or subcontractor or any organizations related to or pertaining to either party for any work hereunder.

10. This Agreement shall be interpreted and construed in accordance with the laws of the state of New Mexico.

11. The parties agree they are independent contractors. In no event will this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties,
and nothing contained in this Agreement will be construed to authorize either party to act as agent to the other.

IN WITNESS WHEREOF: The Parties hereto have executed this Agreement of the day and year first written above.

FOR SCHOOL:

__________________________  __________________________
Signature                  Date

Dr. Suzanne H. Swift
Chair, Health and Human Services
Eastern New Mexico University, Station #3
1500 S Ave K
Portales, NM  88130
575.562.2156;  fax 575.562.2380
Suzanne.Swift@enmu.edu

For CLINICAL FACILITY:

__________________________  __________________________
Signature                  Date

Carrie Hargis
Director of Fiscal Services
Elk Grove Unified School District
9510 Elk Grove-Florin Road
Elk Grove, CA 95624
916-686-7795

Fax

Subject: Student Teaching and Internship Agreement with California State University, Chico

Department: Human Resources

Action Requested:
Approval of the Student Teaching and Internship Agreement between Elk Grove Unified School District and California State University, Chico

Discussion:
The following university has submitted a request for an agreement between Elk Grove Unified School District and California State University, Chico. The agreement is for supervised fieldwork experiences for School Psychology Interns as they work towards their Pupil Personnel Service Credential. Student Teaching and/or Internships would not begin prior to board approval.

Approval is needed to grant this agreement.

Length of the contract:
California State University, Chico

May 1, 2015 – April 30, 2020

Financial Summary:

Prepared By:                     Superintendent Approval: Christopher R. Hoffman
Elk Grove Unified School District and California State University, Chico
Pupil Personnel Services, School Psychology
Supervised Fieldwork and Internship Agreement

This Agreement entered into this 2nd day of April 2015 between the Trustees of the California State University on behalf of California State University, Chico hereinafter called the "University," and Elk Grove Unified School District, an agency that has the capacity to provide supervised fieldwork experiences for PPS, School Psychology Intern(s) within the requirements of California law, hereinafter called the "Fieldwork Site."

I. Statement of Purpose

A. The University is committed to high quality learning environments both in and outside of the classroom, and to providing the technology, the related training, and the support needed for high quality learning environments. CSU, Chico is known for its long history of service to the educational, cultural, and economic needs of Northern California.

B. The University has an outstanding record of collaboration with community and regional/statewide partners in education that enrich the learning environment and open career doors for students. The University promotes service learning, internship, and experiential pedagogies that combine explicit academic learning objectives with meaningful contributions to education, community partners, and other mental health related agencies.

C. The University and the Fieldwork Site recognize the opportunity for positive learning experiences and mutual benefit for each. The PPS, School Psychology fieldwork and internship programs are being implemented between these two entities in order to provide Intern(s) with a paid opportunity to gain field experience for a full academic year, four days per week.

II. Definitions

A. "Practicum Student" is defined according to the University as a person who is enrolled as students in the Master's of Arts degree and credentialing program for PPS, School Psychology at California State University, Chico.

B. "Intern" is defined according to the California Commission on Teacher Credentialing hereinafter called the "Commission" as a person who is enrolled in a Commission-approved internship program and is serving with an Internship Credential issued upon the recommendation of the University.

C. Both Practicum Students and Intern(s) are currently enrolled as students in the Master's of Arts degree and credentialing program for PPS, School Psychology at California State University, Chico.

D. No Practicum Student or intern shall displace certificated Fieldwork Site employees or any person with the appropriate credential, background, and qualifications who is interested in and/or available for a PPS, School Psychology related position.

III. Priorities

A. Program Activities

Activities will be accomplished in accordance with this Agreement, reviewed and agreed upon by the University and the Fieldwork Site.

1. The Practicum Student(s) and/or Intern(s) shall:

   a. Participate in all relevant trainings required by the Fieldwork Site and/or the University faculty supervisor as well as training outlined in Section III-A-4, of this Agreement.
b. Model appropriate, professional behavior when working with Fieldwork Site's students, families, related educational staff, and community members as well as when at the Fieldwork Site(s).

B. Safe and Productive Environment – Reference the Fieldwork Site's policy(ies) about safe work environment.

1. The Fieldwork Site shall:
   a. Give Practicum Student(s) and/or Intern(s) a complete tour of the site, and ensure that Practicum Student(s) and/or Intern(s) are aware of all emergency procedures and are able to act responsibly in the event of an emergency.
   b. In order to ensure that Practicum Student(s) and/or Intern(s) comply with all policies, the Fieldwork Site shall provide Practicum Student(s) and/or Intern(s) with substantially the same training that it provides to its regular employees.
   c. Ensure that Practicum Student(s) and/or Intern(s) are aware of the unique nature of the population of the Fieldwork Site and have received an orientation and any additional training that the Fieldwork Site deems necessary to work with this population.
   d. California law may require the Fieldwork Site to obtain Practicum Student(s) and/or Intern(s) fingerprints and submit them to the Department of Justice, and/or the Federal Bureau of Investigation for a criminal background check. It is the Fieldwork Site’s responsibility to (1) determine whether such fingerprinting is required; (2) obtain the Practicum Student(s) and/or Intern(s) fingerprints; (3) obtain criminal background clearance from the appropriate agency and (4) maintain the confidentiality of that information in accordance with California State Law.

2. The University shall ensure that Intern(s) agree to the following:
   a. To abide by the Fieldwork Site’s rules and regulations while onsite and when working with individuals associated with the Fieldwork Site.
   b. Ensure that their interactions with Fieldwork Site students, families, and relevant educational and community staff are safe, positive, and productive.
   c. To support the Fieldwork Site’s program and its objectives by performing the service activities stated in Section II-A-1 of the Program Activities section of this Agreement.

III. Responsibilities

A. The Fieldwork Site

1. For Practicum Student(s):
   i. Provide the school psychologist Practicum Student(s) with a minimum of 600 hours per academic year of fieldwork experience and under the supervision of the Fieldwork Site Supervisor, within the scope of practice of a school psychologist. Such experiences shall be in applied personal and professional relationships, assessment, consultation, counseling, intervention, collaboration, and ethical practices (See Appendix A).

2. For Intern(s)
   i. Provide the school psychologist Intern(s), as a paid employee, with a minimum of 1200 hours per academic year of fieldwork experience and under the supervision of the Fieldwork Site Supervisor, within the scope of practice of a school psychologist. Such experiences shall be in applied personal and professional relationships, assessment, consultation, counseling, intervention, collaboration, and ethical practices (See Appendix B).
ii. Provide written certification that no person with the appropriate credential, background and qualifications is interested and/or available in the position that is the subject matter of this Agreement.

3. Provide the University with accurate information necessary to verify to the Commission that the placement meets all legal requirements, that the Practicum Student(s) and/or Intern(s) is used in the manner required by law, and that the duties performed by the Intern(s) are within the scope of practice of a PPS, School Psychologist.

4. Evaluate in an appropriate manner the credentials and qualifications of the Supervisor and any employee who otherwise provides supervision to the Intern.

5. Provide adequate resources (i.e., materials, office space, and other necessities) to the Practicum Student(s) and/or Intern(s) and the Supervisor for practice are expected to be provided by the Fieldwork Site.

6. The Fieldwork Site(s) is expected to show commitment to the fieldwork and internship programs as a training experience, rather than only as a source of services to the district and students.
   i. Provide a reasonable balance of primary and secondary prevention and tertiary intervention activities during the school psychology fieldwork experience and/or internship.
   ii. Districts are expected to include Practicum Student(s) and/or Intern(s) in relevant in-service experiences, and are encouraged to provide paid time and financial support for other in-service training opportunities, when possible or allowed. Alternatively, the Intern(s) could be provided release time as needed to attend professional development experiences or professional association meetings.

7. Notify the University in a timely manner, as is determined by the seriousness of the concern, of any difficulties in the work performance of the Practicum Student(s) and/or Intern(s).

8. Provide the Practicum Student(s) and/or Intern(s) and the Supervisor with an emergency response plan that ensures the safety and security of the Intern(s), the Supervisor, and their clients.

9. The Fieldwork Site acknowledges that each Intern under this Agreement shall be a paid employee of the Fieldwork Site and thus covered under the Fieldwork Site's insurance policies, including Workers' Compensation, to the extent available to other teachers. No Intern shall be considered an employee or agent of the University while performing services for the Fieldwork Site.

B. The University

1. Training
   i. The University will assure that the student shall have completed the necessary educational prerequisites, if so required, to be eligible for practicum or internship.
   ii. The Internship Credential is issued for service only in the Fieldwork Site District and the University shall notify the Commission of the Fieldwork Site's participation.
   iii. The University shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the Fieldwork Site, the activities of each Practicum Student and/or Intern assigned to Fieldwork Site.

2. The faculty member or designee is responsible for ensuring that the service of the Practicum Student(s) and/or Intern(s) is carried out effectively to meet the needs of the Fieldwork Site and shall
work closely with the Fieldwork Site and Practicum Student(s) and/or Intern(s) to meet the expectations and priorities of the Fieldwork Site.

3. University faculty or designee will review the Practicum Student(s) and/or Intern's submission of weekly logs and activity schedules on a weekly basis.

4. The University shall complete additional periodic observations and/or evaluations of the Practicum Student(s) and/or Intern(s) regarding his/her performance at the Fieldwork Site as per arrangement between the University faculty or staff member and the Fieldwork Site supervisor as well as with the Practicum Student(s) and/or Intern(s). Verification of candidates' satisfaction of the fieldwork or fieldwork experience and/or internship requirements will be made by both the Fieldwork Site Supervisor and the University based supervisor. Verification will be made for:

   i. Satisfactory fulfillment of individual competencies and advocate for a reasonable balance of prevention and intervention activities during the fieldwork experience and/or internship. (See Appendices A and/or B)

   ii. Clock hours (minimum: 600 hours for Practicum Students and 1200 hours for Interns) and completion of at least 150 and 100 ethnic/cultural contact hours for Practicum Student(s) and/or Intern(s), respectively.

   iii. Practice at the required variety of academic levels for Intern(s) and practice at two of three school levels with a minimum of 200 clock hours at each level for Practicum Student(s).

5. The University shall notify the Practicum Student(s) and/or Intern(s) and Fieldwork Site supervisors that they are responsible for maintaining confidentiality of patient information. No Practicum Student and/or Intern shall have access to or have the right to receive any medical record, except when necessary in the regular course of the internship experience. The discussion, transmission or narration in any form by Practicum Student(s) and/or Intern(s) of any individually identifiable patient information, medical or otherwise, obtained in the regular course of the program is forbidden except as a necessary part of the practical experience. Neither the University nor its employees or agents shall be granted access to individually identifiable patient information unless the patient has first given consent using a form approved by Fieldwork Site that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act (HIPAA) and regulation thereunder. The Fieldwork Site shall reasonably assist the University in obtaining such consent in appropriate circumstances. In the absence of such consent, Practicum Student(s) and/or Intern(s) shall use de-identified information only in any discussions with University, its employees or agents.

C. The Practicum Student(s) and/or Intern(s)

1. Satisfaction of fieldwork experience and internship requirements can only be accomplished in a school setting under the supervision of a credentialed school psychologist. Work performed in any other context under any other supervision will not be counted toward the required clock/contact hours.

2. Practicum Student(s) and/or Intern(s) shall perform services for patients only when under the supervision, control, and responsibility of the Fieldwork Site. Practicum Student(s) and/or Intern(s) shall work, perform assignments, and participate in meetings, programs, consultation and collaboration at the discretion of their supervisors designated by the Fieldwork Site. Intern(s) are considered members of Fieldwork Site's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to Fieldwork Site's policies respecting confidentiality of medical information.

3. Document required internship experiences and clock/contact hours through the submission of weekly logs and activity schedules that are reviewed by University faculty or designee on a weekly basis.
4. Be responsible for learning those policies of the Fieldwork Site that govern the conduct of regular employees, volunteers, and Intern(s), and for complying with such policies.

5. Be responsible for participating in the periodic evaluation of his/her work at the Fieldwork Site with both University Faculty or designee and Fieldwork Site Supervisor(s).
   i. Communicating with supervisors to ensure that competencies specified for satisfaction during a given fieldwork experience must be satisfactorily demonstrated, whenever appropriate, at each subsequent level of training.
   ii. Retaining and advocating for a reasonable balance of primary and secondary prevention and tertiary intervention activities during their school psychology internship.
   iii. Agreeing to satisfy new programmatic requirements to reflect state and national regulations and guidelines before a PPS, School Psychology credential will be issued by the University, at any time and in any portion of the internship sequence.

6. Be responsible for notifying California State University, Chico in a timely manner of any professional or personal difficulties that may affect the performance of professional duties and responsibilities at the Fieldwork Site.

7. Advocate to be included in or to be provided release time for relevant in-service experiences and other professional development opportunities at local, regional, state, or national professional association meetings.

8. Abide by the ethical standards for individuals promulgated by the American Psychological Association or National Association of School Psychologists and the California Association of School Psychologists.

D. The Supervisor

1. Eligibility Requirements:
   i. The Supervisor is at least a state credentialed school psychologist that provides full-time services on the premises of the Fieldwork Site(s) and is qualified to furnish the supervision required under California law.
   ii. Provide the University with a current copy of his or her state credential and immediately notify the University and the Intern of any action that may affect licensure.
   iii. All Fieldwork Site and internship supervisors are credentialed school psychologists with a minimum of two years of experience in the field.

2. Provide two hours per week for Intern(s) and one hour per week for Practicum Student(s), on average, of direct supervision which can be provided through a regularly scheduled meeting each week. Other methods of supervision can include observation of the Intern(s) in classroom or in-service presentations, meetings with students, parents, teachers and/or administrators, joint preparation for such activities, and other contact with the Intern through the work week.

3. Communicate accurately to the University faculty member or designee to ensure that the service of the Practicum Student(s) and/or Intern(s) is mutually beneficial and carried out effectively to meet the needs, expectations, priorities of the Fieldwork Site.

4. Demonstrate commitment to the fieldwork and internship programs as a training experience, rather than only as a source of services to the district and students.
i. Acquire adequate resources (i.e., materials, office space, and other necessities) for the Practicum Student(s) and/or Intern(s) to practice and function effectively within the Fieldwork Site.

ii. Assist the Practicum Student(s) and/or Intern(s) in developing a reasonable balance of primary and secondary prevention and tertiary intervention activities during the school psychology internship.

iii. Advocate including Practicum Student(s) and/or Intern(s) in relevant in-service experiences and other training opportunities, when possible or allowed.

5. Evaluation of Practicum Student(s) and/or Intern(s):

i. Providing University faculty or designee with regular progress reports and the University in a timely manner, as is determined by the seriousness of the concern, of any difficulties in the work performance of the intern.

ii. Communicating with Practicum Student(s) and/or Intern(s) to ensure that competencies specified for satisfaction during a given fieldwork experience must be satisfactorily demonstrated, whenever appropriate, at each subsequent level of training.

iii. Completing a written evaluation each semester of the Practicum Student(s) and/or Intern’s performance in the supervised fieldwork setting (See Appendices C, D, and E).

6. Abide by the ethical standards for individuals promulgated by the American Psychological Association or National Association of School Psychologists and the California Association of School Psychologists.

IV. Length of Agreement Term

A. The term of the Agreement shall be May 1, 2015 through April 30, 2020.

This Agreement may be terminated by either party after giving the other party 30 days advance written notice of the intention to terminate, provided further, however, that any such termination of the Agreement by the Fieldwork Site shall not be effective against any Intern(s) who at the date of the mailing of notice of termination was participating in said program until such Intern(s) has completed the program as mutually agreed upon.

V. General Provisions

A. Indemnification

The Fieldwork Site shall be responsible for damages caused by the negligence of its directors, officers, agents, employees and duly authorized volunteers occurring in the performance of this Agreement. The University shall be responsible for damages caused by the negligence of its directors, officers, and employees occurring in the performance of this Agreement. It is the intention of the Fieldwork Site and the University that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective directors, officers, employees.

B. Governing Law

All contracts shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, the Fieldwork Site shall comply with any State or federal law applicable to the Fieldwork Site’s performance under this Agreement.

C. Assignments
Without written consent of the University, this Agreement is not assignable by the Fieldwork Site either in whole or in part.

D. **Agreement Alterations & Integration**

No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or Agreement not incorporated here in shall be binding on any of the parties hereto.

E. **Endorsement**

Nothing contained in this Agreement shall be construed as conferring on any party hereto, any right to use the other party’s name(s) as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore nothing in this Agreement shall be construed as endorsement of any commercial product or service by the University, its officers or employees.

F. **Survival**

Upon termination of this contract for any reason, the terms, provisions, representations and warranties contained in this Agreement shall survive expiration or earlier termination of this Agreement.

G. **Severability**

If any provision of this Agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

H. **Entire Agreement**

This Agreement constitutes the entire Agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior Agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.

VI. **Notices**

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent first class mail to the following addresses:

**For the University:**
California State University, Chico  
Director of Procurement & Contract Services  
400 W. 1st Street  
Chico, CA 95929-0244  
Attn: Sara Rumiano

**For the Fieldwork Site:**
Elk Grove Unified School District  
Lead Psychologist  
9510 Elk Grove-Florin Road  
Elk Grove, CA 95624  
Attn: Armando Fernandez

**HIPPA Privacy Regulations**

The parties agree that University is not a “business associate” of Fieldwork Site under HIPAA. University will not be performing or assisting in the performance of covered HIPAA functions on behalf of Fieldwork Site. There will be no exchange of individually identifiable health information between Agency and University. Intern(s) in the
program are Intern(s) who are part of Agency's "workforce" as defined in HIPAA regulations at 45 C.F.R. § 160.103. With that understanding, the parties agree that they shall comply with all HIPAA privacy regulations, to the extent they apply at all, including but not limited to those set forth in 45 C.F.R. Parts 160 and 164, and also with any privacy applications arising under the State of California.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

CALIFORNIA STATE UNIVERSITY, CHICO

By: ___________________________ Date: ________________
   Brian J. Oppy
   Chair, Psychology Department

By: ___________________________ Date: ________________
   Eddie Vela
   Dean, College of Behavioral
   and Social Sciences

By: ___________________________ Date: ________________
   Sara Rumiano, Director
   Procurement and Contract Services

FIELDWORK SITE

By: ___________________________ Date: ________________

Printed Name: Carrie Hargis

Title: Director, Fiscal Services

X

X

X
Appendix A
Fieldwork in School Counseling I & II Competencies
for Pupil Personnel Services Credential

Note: Students are expected to engage in the activities described in Psychology 688 during the spring semester of year two of the School Psychology program. The School Psychology practicum is designed to augment, integrate and expand on other experiences obtained in prior practica experiences. Practicum competencies will be judged by your professor in conjunction with your fieldwork supervisor(s). However, you must meet all competencies with satisfactory performance as judged, in the final analysis, by the PPS Committee at CSU, Chico in order to be recommended to the State of California for a PPS credential.

Personal and Professional

1. The student will establish and maintain effective professional relationships with teachers, administrators, members of the staff, and parents.
   a. The student will initiate effective professional relationships with co-professionals and parents.
   b. The student will demonstrate qualities of enthusiasm, dependability, promptness, creativity and productivity in their professional activities.
   c. The student will effectively utilize their rapport with others and their understanding of school decision-making in carrying out their activities as a school psychology practicum student.

Consultation

2. The student will become a consulting resource for teachers and collaborate in a problem solving format.
   a. The student will establish relationships with teachers in which classroom problems are freely discussed.
   b. The student will establish a nonhierarchical coordinate relationship with teachers in a collaborative model of intervention.
   c. The student will demonstrate ability to appropriately work through the consultation process from problem identification to plan formulation, to plan implementation to evaluation.
   d. The student will employ, when appropriate, a variety of assessment techniques (including but not limited to: observation; developmental, educational and family histories; rating scales; and dynamic or curriculum based assessments) for use in identifying and clarifying behavioral or academic problems and in formulating interventions.
   e. The student will take into consideration differences related to culture, race, and handicapping condition as it may pertain to consultee and student throughout the consultation process.
   f. The student will identify potential referrals for special education that could be deflected from special placement through defined alterations of current practices.

3. The student will effect behavioral interventions for children showing behavioral or adjustment problems in school.
   a. The student will select, from teacher-designated children, a child with a behavior or adjustment problem, the treatment of which is amenable to on-site conditions and time constraints.
   b. The student will identify the problem in behavioral terms and in a manner that demonstrates awareness of the potential contributions of academic, familial, peer, personal and community influences.
   c. The student will plan and implement practical and appropriate behavioral interventions for use by teachers, parents, or others.
   d. The student will develop and utilize methods for measuring the effectiveness of the interventions.
   e. The student will effectively communicate to the teacher, parent, or other consultee specific modifications in the intervention program based on these outcome measures.

4. Throughout their practicum, students will attend and appropriately participate in meetings designed to discuss, monitor and problem-solve student learning and adjustment difficulties.
   a. The student will attend and actively participate in student study and other prereferral meetings.
   b. The student will attend and appropriately participate in IEP and other meetings for students with whom they have provided services or have information relevant to their learning and/or adjustment needs.
Counseling
5. The student will effectively counsel individual students from a variety of backgrounds.
   a. The student will effectively establish counseling relationships.
   b. The student will maintain effective counseling relationships.
   c. The student will promote behavioral change in pupils.
   d. The student will collaborate effectively with teachers and parents of students during pupil counseling.
   e. The student will evaluate behavioral change in pupils.
   f. The student will constructively terminate counseling relationships.

6. The student will effectively counsel groups of students.
   a. The student will form counseling groups based on relevant goals and compatibility of members.
   b. The student will prepare appropriate activities and materials for group counseling.
   c. The student will promote cohesion in counseling groups.
   d. The student will promote effective interaction in groups.
   e. The student will keep group attention focused on content of mutual concern to group members.
   f. The student will promote behavioral change in group members.
   g. The student will evaluate the outcomes of counseling groups.

Assessment
7. The student will demonstrate, under close supervision of their on-site supervisor, the skills required to appropriately utilize standardized and nonstandardized instruments and procedures designed to assess cognitive and academic domains.
   a. Under the guidance of their field-site supervisor, the student will demonstrate the ability to properly
determine, based on a child's reported referral concern/s, appropriate assessment measures consisting
of standardized and other instruments and procedures.
   b. The student will demonstrate, under close supervision of their on-site supervisor, proper administration
and scoring of standardized tests of intelligence, cognition and memory.
   c. The student will demonstrate, under close supervision of their on-site supervisor, proper administration
and scoring of standardized tests of academic achievement.
   d. The student will observe and discuss with their on-site supervisor the proper use of observation, rating
scales, self-report measures and other procedures in the assessment of a child's behavior and socio-emotional status.
   e. Being mindful of a student’s racial, ethnic and language background, the student will demonstrate proper
test selection, administration, scoring and interpretation.
   f. The student will appropriately participate in the development of alternative models of assessment,
monitoring and service delivery (e.g. RTI/3-Tier), currently being considered and/or implemented at their
site.

Intervention/In-service
8. The student will research a topic of current relevance to the field of school psychology and make a presentation to
instructors and peers, which would be appropriate to present to fellow professionals for inservice education.
   a. The student will search various databases in order to locate and interpret the most recent information on
an issue pertaining to the practice of school psychology.
   b. The student will integrate and articulate, in both oral and written form, information from the scholarly,
theoretical and applied literature in order to delineate and explain issues that affect the practice of school
psychology.
   c. The student will construct, collect, and compile effectively materials for an inservice presentation on a
topic affecting the practice of school psychology.

Program Development/Skills Development Presentation
9. The student will organize and deliver skill development units to classrooms.
a. The student will collaborate effectively with classroom teachers in determining the appropriate content and complexity of skills units.
b. The student will organize and prepare the necessary materials.
c. The student will effectively present units to target classes.
d. The student will assess the outcomes of the instruction, through written teacher feedback, and make modifications accordingly.

Ethical Practices
10. Throughout their practicum, students will demonstrate an awareness of legal and ethical issues and practice in accordance with legal and ethical guidelines for the professional practice of school psychology.

a. The student will note legal and ethical issues as they arise, in seminar and/or logs.
b. The student will utilize relevant sources of information to research legal and ethical guidelines when issues arise in practice.
c. The student will consult field and university supervisors and other appropriate colleagues in regard to legal and ethical issues that arise in practice.
d. The student will demonstrate sound reasoning and good judgment regarding legal and ethical issues that arise during their fieldwork experience.
e. The student will demonstrate appropriate ethical practices as they pertain to confidentiality and the obtaining of informed consent.
Appendix B
Internship in School Psychology Competencies
for Pupil Personnel Services Credential

Note: Students are expected to engage in the activities described in Psychology 689A and 689B competencies throughout both semesters, although some specific competencies are listed separately and emphasized during a particular semester. Although competencies will be evaluated and feedback given throughout the year, all Psychology 689A and 689B competencies will be certified by the 689B instructor at the end of the academic year. In addition, students are expected to continue to engage in activities and demonstrate competencies associated with Psychology 688.

Fieldwork and internship competencies will be judged by your professor in conjunction with your fieldwork supervisor(s). However, you must meet all competencies with satisfactory performance as judged, in the final analysis, by the PPS Committee at CSU, Chico in order to be recommended to the State of California for a PPS credential.

Personal and Professional
1. The student will establish and maintain effective professional relationships with teachers, administrators, members of the staff, and parents.
   a. The student will initiate effective professional relationships with co-professionals and parents.
   b. The student will effectively utilize their rapport with others and their understanding of school decision-making in carrying out their activities as a school psychology intern.

2. The student will show the leadership expected of the role of school psychologist. The student will engage in leadership activities such as:
   a. Conducting various forms of multidisciplinary team meetings such as student study team meetings, individual education program team meetings, etc.;
   b. Facilitating teacher support groups;
   c. Facilitating skill development for teachers in areas such as conducting parent conferences, communication, interpretation of assessment data, classroom management, etc.;
   d. Participating in curriculum and/or program development; and
   e. Evaluating the appropriateness and effectiveness of programs.

Assessment
3. The student will choose appropriate and psychometrically sound assessment tools and procedures, administer such measures, and communicate, through a written report and verbally, assessment results in order to plan appropriate educational interventions for referred children.
   a. The student will select appropriate assessment procedures to provide data regarding pupils' current functioning in cognitive, academic, and socio-emotional domains.
   b. The student will administer assessment procedures appropriately and gather other data to explore hypotheses regarding pupils' academic and socio-emotional difficulties.
   c. The student will communicate, through a written report and verbal description:
      i. A specific reason for referral;
      ii. Relevant background information as it relates to school, family, culture, health and development;
      iii. Observed behavior in the school and test settings;
      iv. The results of any standardized or non-standardized assessments that have been performed;
      v. The interpretation of such results in a way that is defensible in view of stated referral concerns and other available data; and
      vi. The specific nature of pupils' difficulties with suggestions for instructional strategies and/or interpersonal prescriptions and/or special program placements which are warranted by the available data.
   d. The student will understand and respond to any element in the assessment process that raises ethical concerns.
   e. The student will gain experience in the assessment of students with a wide range of exceptionalities as well as with students from diverse cultures, races and ethnic backgrounds.
f. The student will participate in the development and implementation of alternative models of eligibility determination, student progress monitoring and service delivery such as tier and RTI models.

Consultation
4. The student will become a consulting resource for teachers and collaborate in a problem solving format.
   a. The student will establish relationships with teachers in which classroom problems are freely discussed.
   b. The student will establish a nonhierarchical coordinate relationship with teachers in a collaborative model of intervention.
   c. The student will employ, when appropriate, a variety of assessment techniques (including but not limited to: observation; developmental, educational and family histories; rating scales; and dynamic or curriculum based assessments) for use in identifying and clarifying behavioral or academic problems and in formulating interventions.
   d. The student will identify potential referrals for special education that could be deflected from special placement through defined alterations of current practices.

Counseling
5. The student will effectively participate in group counseling of students.
   a. The student will form a counseling groups based on relevant goals and compatibility of members.
   b. The student will prepare appropriate activities and materials for group counseling.
   c. The student will promote cohesion in counseling groups.
   d. The student will promote effective interaction in groups.
   e. The student will keep group attention focused on content of mutual concern to group members.
   f. The student will promote behavioral change in group members.

Intervention
6. The student will work effectively with co-professionals in structuring coordinated intervention strategies.
   a. The student will hold effective, constructive conferences with teachers, administrators, parents and others in planning and initiating instructional and behavioral strategies.
   b. The student will effectively communicate the results of any assessments in a multidisciplinary setting.
   c. The student will understand the various roles and contributions of others involved with a particular case with sufficient clarity that services will be highly coordinated and efficiently delivered.
   d. The student will follow up with those responsible for executing specific interventions to determine if desired progress is present and, in conjunction with those involved, make any necessary changes and adjustments in pupils' programs.

Collaboration
7. The student will recognize and respond effectively to instances where bringing adequate care to a student requires collaboration with other in-school or community professionals and will make appropriate referrals in those instances.
   a. The student will recognize symptoms relevant to the training of others.
   b. The student will use appropriate channels to involve relevant others.
   c. The student will efficiently initiate and effectively participate in conferences with relevant others.
   d. The student will follow up adequately to determine if appropriate progress is being made and, if necessary, effect any indicated changes in the intervention plan.

8. Based on an analysis of systemic needs in their school district, the student will design a community-oriented prevention program, involving interagency collaboration, to address a problem having the potential to affect school performance.
   a. The student will conduct an assessment of the district to identify systemic needs.
   b. The student will contact agencies and identify key persons with whom to collaborate in planning of a program.
c. The student will identify agency programs and resources to be used to design and implement a community-based prevention program.
d. The student will articulate, in oral and written form, the program developed to address the identified need.

In-service
9. The student will plan, organize and implement a program of in-service training for teachers and/or other school staff in skills which will help them to be more effective in teaching or relationships with students, parents or colleagues.

a. The student will determine the needs of a small group of teachers/staff for professional development and skills training.
b. The student will obtain teacher/staff participation in an in-service training program.
c. The student will plan and coordinate a curriculum of training in the identified area of need.
d. The student will conduct an organized curriculum of professional development and training across a number of sessions.
e. The student will conduct formative and summative evaluation of the effectiveness of the training sessions.

Ethical Practices
10. Throughout their internship, students will demonstrate an awareness of legal and ethical issues and practice in accordance with legal and ethical guidelines for the professional practice of school psychology.

a. The student will note legal and ethical issues as they arise, in seminar and/or logs.
b. The student will utilize relevant sources of information to research legal and ethical guidelines when issues arise in practice.
c. The student will consult field and university supervisors and other appropriate colleagues in regard to legal and ethical issues that arise in practice.
d. The student will demonstrate sound reasoning and good judgment regarding legal and ethical issues.
Appendix C
School Psychology Fieldwork Site Supervisor Rating Form

Practicum Student_________________________ Date of Evaluation_________________________
Supervisor______________________________ School/District_____________________________

Directions: The ratings of the practicum student should be based upon actual observation and/or reports from teachers, staff, families, etc. On the following scale, circle the number that best describes the practicum student’s competence.

1 – Competence is currently limited. Close supervision and instruction are required.
2 – Competence is progressing satisfactorily. Moderate supervision and more experience are required.
3 – Competence is approaching an independent level. Little supervision is required.
4 – Competence is very well developed and reflects a capacity for independent functioning with little or no supervision required.
ND – No data or insufficient information is available to make a rating at this time.

1. Personal and Professional Qualities
   - Enthusiasm
   - Dependability
   - Promptness
   - Creativity
   - Leadership
   - Productivity
   - Learning/generalization from experiences

   Strengths/Comments

2. Communication/Rapport
   - At student study team meetings
   - In written documents
   - With administrators
   - With parents
   - With students
   - With teachers and staff

   Strengths/Comments

3. Consultation (both formal and informal)
   - Seen as resource by teachers
   - Problem/need identification
   - Plan formulation
   - Plan implementation
   - Follow-up and evaluation

   Strengths/Comments

4. Counseling
   - Forming effective counseling relationships
   - Conceptualizing clients’ concerns/problems
   - Goal-directedness
   - Communication with clients’ parents
   - Communication with clients’ teachers
   - Effectiveness of individual counseling
   - Effectiveness of group counseling
   - Effectiveness of crisis counseling

   Strengths/Comments

5. Assessment
   - Intelligence/cognitive (closely supervised)
   - Social-emotional/behavioral (closely supervised)
   - Academic achievement
   - Participation in alternative models (e.g., RTI)

   Strengths/Comments
6. Intervention/Inservice
   Organization
   Utility/practicality
   Appropriateness to problems
   Implementation
   Monitoring/follow-up
   Evaluation

7. Program Development/ Skill Development Units
   - Assesses/discerns patterns of existing needs
   - Develops ideas for programs/services to meet needs
   - Collaborates/plans with co-professional/others
   - Carries out program implementation
   - Plans evaluation of program effectiveness

8. Ethical Practices
   - Confidentiality
   - Informed consent
   - Willing to advocate for children/other clients
   - Handles relationships with children ethically
   - Handles relationships with adults ethically
   - Consults/seeks support when appropriate
   - Follows through on interventions/communications
   - Sensitivity to ethical issues

9. Overall Rating of Practicum Student

Please summarize any Practicum Student strengths or weaknesses not mentioned on the above rating scale. Note any training experiences that should be planned for this intern.

__________________________________________________________________________________________________________________________________________________________________________________________________
__________________________________________________________________________________________________________________________________________________________________________________________________
__________________________________________________________________________________________________________________________________________________________________________________________________
__________________________________________________________________________________________________________________________________________________________________________________________________
__________________________________________________________________________________________________________________________________________________________________________________________________
__________________________________________________________________________________________________________________________________________________________________________________________________

___________________________________________________________
Signature of Supervisor
Appendix D
School Psychology Intern Field Site Supervisor Rating Form

Intern_________________________________Date of Evaluation_________________________
Supervisor________________________________School/District______________________

Directions: The ratings of the intern should be based upon actual observation and/or reports from teachers, staff, families, etc. On the following scale, circle the number that best describes the intern’s competence.

1 – Competence is currently limited. Close supervision and instruction are required.
2 – Competence is progressing satisfactorily. Moderate supervision and more experience is required.
3 – Competence is approaching an independent level. Little supervision is required.
4 – Competence is very well developed and reflects a capacity for independent functioning with little or no supervision required.
ND – No data or insufficient information is available to make a rating at this time.

1. Personal and Professional Qualities
   Enthusiasm
   Dependability
   Promptness
   Creativity
   Leadership
   Productivity

2. Communication/Rapport
   At IEP meetings
   At Student Study Team meetings
   In written reports
   With administrators
   With parents
   With students
   With teachers and staff

3. Evaluation/Assessment
   Intelligence/cognitive
   Social-emotional
   Behavioral
   Curriculum-based
   Criterion-based
   Alternative (e.g. bilingual)
   Interviewing
   Selection of appropriate instruments/procedures
   Administration of instruments/procedures
   Interpretation and integration of data
   Makes useful recommendations
   Addresses referral issues

4. Consultation
   Seen as a resource by teachers
   Problem/Need Identification
   Plan Formulation
   Plan Implementation
   Follow-up and Evaluation

5. Counseling
   Individual
   Group
   Crisis

Strengths/Comments

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6. Intervention
   - Organization
   - Utility/practicality
   - Appropriateness to problems
   - Implementation
   - Monitoring/follow-up

7. Ethical Practices
   - Confidentiality with documents/information
   - Obtains informed consent
   - Handles relationships with children ethically
   - Handles relationships with adults ethically
   - Sensitivity to ethical issues

8. Program Development
   - Assesses/discerns patterns of existing needs
   - Develops ideas for programs/services to meet needs
   - Collaborates/plans with co-professional/others
   - Carries out program implementation
   - Plans evaluation of program effectiveness

9. Community Collaboration
   - Determines needs of district
   - Contacts relevant agencies
   - Identifies relevant resources
   - Designs appropriate program
   - Plans program evaluation

10. Inservice Training
    - Assesses needs of staff
     - Develops plans for training series
     - Presentation of Material
     - Discussion/interaction during training
     - Follow-up of skill development and application
     - Eliciting feedback and evaluation outcome

11. Overall Rating of Intern
    
    Please summarize any intern strengths or weaknesses not mentioned on the above rating scale. Note any training experiences that should be planned for this intern.
    
    
    
    
    
    
    
    
    
    Signature of Supervisor

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Appendix E

School Psychology Student Disposition Form
(To be completed by Fieldwork Site and/or Internship Supervisor)

Candidate Name: ___________________ Program: School Psychology Credential/PPS

Candidate Program Level: □ School Psych Practicum  □ School Psych Internship I  □ School Psych Internship II

To the respondent: Effective credential candidates should enter our programs with certain dispositions and continue to develop those dispositions through the experiences provided in our professional programs. Please mark an “x” in the box that represents your rating of the dispositions, keeping in mind the candidate’s current program level. For explanations of each performance level and disposition, please see the rubric on the back of this form to guide you in your ratings. The purpose of this form is to guide and inform program faculty in their acceptance decisions and to monitor professional growth throughout the school psychology credential program. Please return this form ASAP to the coordinator of the school psychology program.

<table>
<thead>
<tr>
<th>Disposition</th>
<th>Needs Improvement</th>
<th>Developing</th>
<th>Acceptable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disposition #1: Appreciates and values human diversity, recognizes community and cultural norms, shows respect for students’ varied talents and perspectives, seeks to foster culturally-appropriate communications and demonstrates best practices in the field of school psychology.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disposition #2: Believes that all children can learn, appreciates their varying abilities and persists in helping all children achieve success.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disposition #3: Committed to continuous, self-directed learning, critical thinking and reflection in order to refine professional skills and deepen knowledge in the field of school psychology.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disposition #4: Demonstrates pride in the profession of school psychology and participates in collaborative relationships with teachers, colleagues, students, parents, and social and professional communities and agencies.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disposition #5: Committed to the expression and use of democratic values and is committed to help create a learning environment that fosters active engagement in learning and positive social interaction.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature ___________________ Print Name ___________________

Position ___________________ Date ___________________

School District ___________________ Phone ___________________

Semester of supervision: Fall Spring (circle); 20____

Recommend for program continuation/completion: □ yes □ no
<table>
<thead>
<tr>
<th>Disposition #1</th>
<th>Needs Improvement</th>
<th>Developing</th>
<th>Acceptable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appreciates and values human diversity, recognizes community and cultural norms, shows respect for students’ varied talents and perspectives, seeks to foster culturally-appropriate communications and demonstrates best practices in the field of school psychology.</td>
<td>Is non-responsive to students’ individual differences; misses opportunities to encourage cultural sensitivities and perspectives; is unaware of culturally responsive professional practices.</td>
<td>Recognizes individual differences; attempts to encourage cultural sensitivities and perspectives; is aware of culturally responsive professional practices.</td>
<td>Supports and advocates for students with individual differences; encourages cultural sensitivity and perspectives; models culturally responsive professional practices.</td>
</tr>
</tbody>
</table>

| Disposition #2 | | |
|----------------|-------------------|------------|------------|
| Believes that all children can learn, appreciates their varying abilities and persists in helping all children achieve success. | Not engaging with students at all levels of student abilities: Avoids working with lower functioning students; does not respond positively to students with learning and adjustment problems. | Recognizes and engages all levels of student abilities: Attempts to be supportive to lower functioning students; attempts to interact positively with students from all ability levels; seeks to help all students with learning and adjustment problems. | Looks for and inquires about a variety of strategies to engage all levels of student abilities: Encourages students at all levels; explores and communicates to others strategies that will be more effective with all students including those with learning and adjustment problems. |

| Disposition #3 | | |
|----------------|-------------------|------------|------------|
| Committed to continuous, self-directed learning, critical thinking and reflection in order to refine professional skills and deepen knowledge in the field of school psychology. | Rarely asks pertinent questions regarding professional practices; passes by opportunities to discuss issues related to practice; demonstrates inadequate knowledge of field of school psychology, and/or has few ideas to increase his/her knowledge. | Asks some pertinent questions regarding professional practices; occasionally engages in thinking about and discussing issues related to practice; demonstrates knowledge of field of school psychology, but is less certain of ways to increase his/her knowledge. | Often asks questions about and comments on issues related to school psychology; shows a real interest in thinking about and discussing pertinent issues by often initiating discussions; demonstrates superior knowledge of field of school psychology; describes realistic and specific workable plans for increasing his/her knowledge. |

| Disposition #4 | | |
|----------------|-------------------|------------|------------|
| Demonstrates pride in the profession of school psychology and participates in collaborative relationships with teachers, colleagues, students, parents, and social and professional communities and agencies. | Dresses inappropriately and/or exhibits inappropriate and/or unprofessional behavior; uses verbal communication that does not foster interaction; Attendance, punctuality, and/or preparation is problematic. | Dresses and conducts self appropriately; communicates effectively with teachers, staff, students, parents, and colleagues; meets or exceeds scheduled time/hour commitments and is prepared. | Models professional dress and conduct; uses verbal communication that enhances interactions with teachers, staff, students, parents, and colleagues; meets or exceeds scheduled time/hour commitments, arrives promptly and is well prepared. |

| Disposition #5 | | |
|----------------|-------------------|------------|------------|
| Committed to the expression and use of democratic values and is committed to help create a learning environment that fosters active engagement in learning and positive social interaction. | Unaware of the need for interdependent, collaborative social interaction; unresponsive to ideas of teachers, staff, parents and colleagues; displays little interest or involvement in collaborative activities; limited responsiveness to students. | Aware of the need for interdependent, collaborative social interaction; listens to ideas of teachers, staff, parents and colleagues; actively observes collaborative work; responsive to students. | Recognizes and values interdependent, collaborative social interaction; values ideas of teachers, staff, parents and colleagues; facilitates collaborative work, when asked; very responsive and respectful to all students, both verbally and nonverbally. |
Board Agenda Item

Subject: California Teachers Association’s (CTA) Visiting Educator Release Time Agreement for Ernest “Toby” Boyd

Department: Human Resources

Meeting Date: May 19, 2015

Action Requested:

The Board of Education is asked to approve the attached Visiting Educator Release Time Agreement with the California Teachers Association for certificated employee Ernest “Toby” Boyd.

Discussion:

Ernest “Toby” Boyd is a teacher in the Elk Grove Unified School District who was elected in October 2009 to serve on the Governing Board of the California Teachers Association. Pursuant to Education Code 44987 Mr. Boyd is entitled to be released from his duties as a certificated employee of the Elk Grove Unified School District without any loss of pay or benefits. The California Teachers Education will reimburse the District for the cost of a Temporary Certificated employee who will have primary responsibility for Mr. Boyd’s class and who will work in conjunction with Mr. Boyd and the District in teaching that class.

The Board of Education is asked to approve the attached Visiting Educator Release Time Agreement with the California Teachers Association for Ernest “Toby” Boyd.

The new agreement will be in effect from July 1, 2015-June 30, 2016.

Financial Summary:

Prepared By: Superintendent Approval: Christopher R. Hoffman
April 22, 2015

Ms. Bindy Grewal  
Human Resources, Director for Certificated Personnel  
Elk Grove Unified School District  
9510 Elk Grove-Florin Road  
Elk Grove, CA 95624  

RE: Agreement Regarding Release Time for E. Toby Boyd  

Dear Ms. Grewal:

Enclosed please find an original copy of the agreement regarding release time for the 2015-16 school year for Toby Boyd.  

Please sign, date and return the contract in the enclosed self-addressed, postage-paid envelope. We will provide a fully executed copy for your files.

Thank you for your attention to this matter.

Sincerely,

Laura Juran  
Interim Chief Counsel

/la  
Enclosure

cc: Toby Boyd w/enclosure
AGREEMENT REGARDING RELEASE TIME
PURSUANT TO EDUCATION CODE § 44987

WHEREAS, Toby Boyd currently serves on the governing board of the California Teachers Association, (hereafter “CTA”), effective October 24, 2009; and

WHEREAS, pursuant to Education Code § 44987, Mr. Boyd is entitled to be released from his duties as a certificated employee of the Elk Grove Unified School District (hereafter “the District”) without any loss of pay or benefits; and

WHEREAS, the District is entitled to some reimbursement by the California Teachers Association for his leave of absence; and

WHEREAS, the parties to this Agreement recognize that it is to the advantage of both the District and Mr. Boyd to employ a teaching partner who will have primary responsibility for Mr. Boyd’s class and who will work in conjunction with Mr. Boyd and the District in teaching that class.

IT IS NOW THEREFORE RESOLVED that CTA and the District enter into the following agreement:

1. CTA will discharge its obligations under Education Code § 44987 by reimbursing the District for the cost of the full-time salary, benefits, and related District payroll costs of a temporary certificated employee who shall be employed to be a teaching partner in Mr. Boyd’s classroom.

2. The District will send CTA quarterly invoices for costs incurred pursuant to the above paragraph.

3. The District will release Mr. Boyd from his duties in the District with no loss of pay or benefits as necessary for him to perform his duties as a CTA board member. CTA will not reimburse the District for Mr. Boyd’s salary or benefits.

4. The term of this Agreement is from the date of execution through June 30, 2016.

Dated: ____________

Authorized signor on behalf of Elk Grove Unified School District

Dated: ____________

Mikki Cichocki, Secretary-Treasurer California Teachers Association

[Signature]

[Signature]
Revision to Board Policy 3513.3 – Tobacco-Free Schools

Action Requested:

The Board of Education is requested to approve the proposed board policy revision of 3513.3 – Tobacco-Free Schools, as aligned with the California School Board Association (CSBA).

Discussion:

The existing policy and administrative regulation require that our current policy in this area be updated. The necessary changes are suggested to the following Board Policy in the 5000 Instruction series:

BP 3513.3 – Tobacco-Free Schools

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

Financial Summary:

No financial impact.

Prepared By: Mark Cerutti
Department Approval: Mark Cerutti
Prepared By: ___________________________ Superintendent Approval: Christopher R. Hoffman
TOBACCO-FREE SCHOOLS

The Governing Board recognizes that smoking and other uses of tobacco and nicotine products constitute a serious public health hazard and are inconsistent with district goals to provide a healthy environment for students and staff.

(cf. 3514 - Environmental Safety)
(cf. 4159/4259/4359 - Employee Assistance Programs)
(cf. 5030 - Student Wellness)
(cf. 5131.62 - Tobacco)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6143 - Courses of Study)

The Board prohibits the use of tobacco products at any time in district-owned or leased buildings, on district property, and in district vehicles. (Health and Safety Code 104420; Labor Code 6404.5; 20 USC 6083). Prohibited tobacco products include, but are not limited to cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, betel, and electronic nicotine delivery and vaping devices. “Electronic nicotine delivery and vaping devices” are defined as battery-operated or other electronic products designed to deliver nicotine, flavor, and other chemicals by turning the substance into a vapor that is inhaled by the user, including but not limited to electronic vaping devices, personal vaporizers, digital vapor devices, electronic nicotine delivery systems, hookah pens, and similar devices.

The Board further prohibits the use of tobacco products (as defined in this board policy) at all times on district grounds. This prohibition applies to all employees, students, visitors and other persons at any activity or athletic event on property owned, leased or rented by or from the district. Any written joint use agreement governing community use of district facilities or grounds shall include notice of the district's tobacco-free schools policy and consequences for violations of the policy.

The Superintendent or designee shall inform students, parents/guardians, employees, and the public about this policy and related procedures.

(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5144.1 -Suspension and Expulsion/Due Process)
(cf. 1330 - Use of School Facilities)

Signs prohibiting the use of tobacco shall be prominently displayed at all entrances to school property.

Information about smoking cessation programs shall be made available and encouraged. (Health & Safety Code 104420.)

(cf. 4159 -Employee Assistance Programs)
TOBACCO-FREE SCHOOLS

Legal Reference:
EDUCATION CODE
48901 Smoking or use of tobacco; steps to discourage

HEALTH AND SAFETY CODE
30002 Control of air pollution from nonvehicular sources
104420 Implementation of article, leadership; duties of State Department of Education.

LABOR CODE
6404.5 Occupational safety and health: use of tobacco products

UNITED STATES CODE, TITLE 20
6083 Nonsmoking policy for children's services

PERB RULINGS
CSEA #506 and Associated Teachers of Metropolitan Riverside v. Riverside Unified School District (1989) PERB Order #750 (13 PERC 20147)
Eureka Teachers Assn v. Eureka City School District (1992) PERB Order #955 (16 PERC 23168)

Regulation
Adopted: January 4, 1985
Revised: July 2, 1990
Amended: October 1, 1990
September 8, 1992
April 19, 1993
June 19, 1995
November 2, 1998

ELK GROVE UNIFIED SCHOOL DISTRICT
Elk Grove, California
Revision to Board Policy 5131.62 - Tobacco

Action Requested:

The Board of Education is requested to approve the proposed board policy revision of 5131.62 - Tobacco, as aligned with the California School Board Association (CSBA).

Discussion:

The existing policy and administrative regulation require that our current policy in this area be updated. The necessary changes are suggested to the following Board Policy in the 5000 Instruction series:

BP 5131.62 - Tobacco

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

Financial Summary:

No financial impact.
TOBACCO

The Governing Board recognizes the serious health risks presented by tobacco use and desires to ensure that, through adoption of consistent policies, district students are made aware of those risks and, to the extent possible, protected from them. The Superintendent or designee shall establish a coordinated school health system which includes a comprehensive behavioral health education component that teaches students the knowledge, skills, and attitudes they need in order to lead healthy lives and avoid high-risk behaviors, such as tobacco use.

(cf. 3513.3 - Tobacco-Free Schools)

Students shall not possess, smoke, or use tobacco or any product containing tobacco or nicotine while on campus, while attending school-sponsored activities, or while under the supervision and control of district employees. Prohibited tobacco products include, but are not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, betel, and electronic nicotine delivery and vaping devices. “Electronic nicotine delivery and vaping devices” are defined as battery-operated or other electronic products designed to deliver nicotine, flavor, and other chemicals by turning the substance into a vapor that is inhaled by the user, including but not limited to electronic vaping devices, personal vaporizers, digital vapor devices, electronic nicotine delivery systems, hookah pens, and similar devices.

Students who violate this prohibition shall be subject to disciplinary procedures, which may result in suspension from school.

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

Instruction/Intervention/Cessation Services

All students shall receive instruction on the effects of smoking on the human body.

(cf. 6142.8 - Comprehensive Health Education)
(cf. 6143 - Courses of Study)

Pursuant to Health and Safety Code 104420 and 104460, districts receiving TUPE funds must provide students with access to intervention and cessation services and must provide pregnant and parenting minors with access to designated services. The district may fulfill these requirements either through the direct provision of services or through referrals to available services. See the accompanying administrative regulation. Pursuant to Education Code 48900.5, such intervention should be implemented to correct student behavior rather than suspension or other measures that may exclude a student from instruction.

The district may provide or refer students to counseling, intensive education, and other intervention services to assist in the cessation of tobacco use. Such intervention services shall be provided as an alternative to suspension for tobacco possession.

(cf. 5144.1 - Suspension and Expulsion/Due Process)
Legal Reference:
EDUCATION CODE
48900 Suspension or expulsion (grounds)
48900.5 Suspension, limitation on imposition; exception
48901 Smoking or use of tobacco prohibited
51202 Instruction in personal and public health and safety

HEALTH AND SAFETY CODE
24167 Implementation of tobacco use prevention program

Regulation
Approved: June 19, 1995
Revised:
APPROVAL OF BUDGET TRANSFERS

Action Requested:

The Board is asked to approve the following budget transfers for various funds.

Discussion:

Detailed descriptions of the budget transfers along with summaries by fund are attached. The budget transfers are for the period February 1, 2015 through April 30, 2015.

** ATTACHMENT TO FOLLOW **

Financial Summary:

Prepared By: Shannon Stenrook

Division Approval: Rich Fagan

Prepared By: 

Superintendent Approval: Christopher R. Hoffman
Subject: APPROVAL OF PURCHASE ORDER HISTORY.

Department: Finance & School Support

Meeting Date: May 19, 2015

Action Requested:
The Board of Education is asked to approve purchase orders for the weeks of April 9, 2015 through April 23, 2015.

Discussion:
The Purchase Order History and Cost Modifications for the month of April 9, 2015 through April 23, 2015 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</td>
<td>590</td>
<td>$1,278,198.92</td>
</tr>
<tr>
<td>09 Charter School Funds</td>
<td>5</td>
<td>$13,058.16</td>
</tr>
<tr>
<td>11 Adult Education Fund</td>
<td>13</td>
<td>$11,434.80</td>
</tr>
<tr>
<td>12 Child Development Fund</td>
<td>8</td>
<td>$2,653.29</td>
</tr>
<tr>
<td>13 Cafeteria Special Revenue Fund</td>
<td>6</td>
<td>$54,303.54</td>
</tr>
<tr>
<td>35 State School Facilities Fund</td>
<td>19</td>
<td>$362,745.83</td>
</tr>
<tr>
<td>49 Special Projects Fund</td>
<td>4</td>
<td>$54,614.69</td>
</tr>
<tr>
<td>67 Self Insurance Fund</td>
<td>2</td>
<td>$1,533.89</td>
</tr>
</tbody>
</table>

Total Encumbrances $1,778,543.12

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</td>
<td>61</td>
<td>$433,232.60</td>
</tr>
<tr>
<td>11 Adult Education Fund</td>
<td>2</td>
<td>$10,992.56</td>
</tr>
<tr>
<td>13 Cafeteria Special Revenue Fund</td>
<td>8</td>
<td>$273,555.00</td>
</tr>
<tr>
<td>35 State School Facilities Fund</td>
<td>1</td>
<td>$3,024.00</td>
</tr>
<tr>
<td>67 Self Insurance Fund</td>
<td>0</td>
<td>$(20,000.00)</td>
</tr>
</tbody>
</table>

Total Modifications $700,604.16

Financial Summary Grand Total $2,479,147.28

Prepared By: Ruth Dew

Division Approval: Rich Fagan

Superintendent Approval: Christopher R. Hoffman
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>Requested Use</th>
<th>Value</th>
<th>Date Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash Donation</td>
<td>Sanjay Sharma</td>
<td>T.R. Smedberg Middle School</td>
<td>Staff appreciation</td>
<td>$50.00</td>
<td>4/15/2015</td>
</tr>
<tr>
<td>Cash Donation</td>
<td>Angel Rey B. Cabe &amp; Maria Cabe</td>
<td>Elk Grove High School</td>
<td>Special Education (speech &amp; language)</td>
<td>$200.00</td>
<td>4/15/2015</td>
</tr>
<tr>
<td>3 Chromebooks</td>
<td>DonorsChoose.org</td>
<td>Elk Grove High School</td>
<td>Classroom use</td>
<td>$741.96</td>
<td>2/13/2015</td>
</tr>
<tr>
<td>Cash Donation</td>
<td>Raley's</td>
<td>Toby Johnson Middle School</td>
<td>Principal's discretion</td>
<td>$263.60</td>
<td>4/17/2015</td>
</tr>
<tr>
<td>Cash Donation</td>
<td>Raley's</td>
<td>Toby Johnson Middle School</td>
<td>Science department</td>
<td>$309.76</td>
<td>4/17/2015</td>
</tr>
<tr>
<td>24” iMac</td>
<td>Jerry &amp; Linda North</td>
<td>Toby Johnson Middle School</td>
<td>Classroom use</td>
<td>$350.00</td>
<td>10/29/2014</td>
</tr>
<tr>
<td>7 Chromebooks</td>
<td>Tamara Faber</td>
<td>Florin Elementary School</td>
<td>Classroom use</td>
<td>$1,500.00</td>
<td>4/22/2015</td>
</tr>
<tr>
<td>Classroom Items</td>
<td>Evelyn Street</td>
<td>Laguna Creek High School</td>
<td>Classroom use</td>
<td>$100.00</td>
<td>3/27/2015</td>
</tr>
<tr>
<td>8x10 Enlarger with Lens</td>
<td>Mary Swisher</td>
<td>Sheldon High School</td>
<td>Classroom use</td>
<td>$2,000.00</td>
<td>3/14/2015</td>
</tr>
<tr>
<td>School Supplies</td>
<td>Robert Mustain</td>
<td>Helen Carr Castello Elementary School</td>
<td>Classroom use</td>
<td>$198.27</td>
<td>4/22/2015</td>
</tr>
</tbody>
</table>
Subject: Ratification of Contracts

Department: Fiscal Services

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

Discussion:

Under current Board Policy 3312 “contracts under the bid limits can be approved by the Designated Personnel, subject to Board ratification.” Staff recommends that the Board ratify the contracts on the attached sheet, which are under the bid limit of $86,000 and have been approved by authorized district staff.

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

Financial Summary:
Please see funding information provided on attached schedule.

Prepared By: Carrie Hargis
Division Approval: Rich Fagan

Prepared By: Christopher R. Hoffman
# May 19, 2015 Board of Education Meeting

**Agenda Item – Ratification of Contracts**

Contracts under bid limit authorized through 4/29/15

<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. Inflatable Adventures</td>
<td>Carnival game rental at Valley High School</td>
<td>5/15/15 – 5/15/15</td>
<td>Secondary Education</td>
<td>Health Fair ASB funds</td>
<td>$547.00</td>
</tr>
<tr>
<td>*2. Kristine Strong</td>
<td>Independent educational evaluation for Special Education</td>
<td>3/12/15 – 6/10/15</td>
<td>Student Services</td>
<td>Special Education funds</td>
<td>$1,980.00</td>
</tr>
<tr>
<td>3. DataWorks</td>
<td>Explicit Direct Instruction (EDI) workshop at Roy Herberger Elementary School</td>
<td>4/27/15 – 4/30/15</td>
<td>Curriculum and Professional Learning</td>
<td>Common Core grant funds</td>
<td>$13,500.00</td>
</tr>
<tr>
<td>4. Uptown Studios</td>
<td>Marketing and training for Tobacco Use and Prevention Education (T.U.P.E.) social merchant services campaign</td>
<td>1/1/15 – 6/30/15</td>
<td>Student Support and Health Services</td>
<td>T.U.P.E. grant funds</td>
<td>$3,600.00</td>
</tr>
<tr>
<td>*5. Peggy Holcomb</td>
<td>Psychoeducational evaluation/ consultation</td>
<td>7/1/14 – 6/30/15</td>
<td>Student Services</td>
<td>Special Education funds</td>
<td>$3,500.00 per evaluation</td>
</tr>
<tr>
<td>6. Rotary Club of Laguna Sunrise</td>
<td>Foster youth mentoring</td>
<td>4/17/15 – 12/31/15</td>
<td>Student Support and Health Services</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>7. myON</td>
<td>Parent Engagement Night at Anna Kirchger Elementary School</td>
<td>4/21/15 – 4/21/15</td>
<td>Learning Support Services</td>
<td>Title I grant funds</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>8. Regents of the University of California</td>
<td>Common Core History/Social Science professional learning</td>
<td>4/21/15 – 5/21/15</td>
<td>Curriculum and Professional Learning</td>
<td>Common Core grant funds</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>9. BTU Arts</td>
<td>Music instruction, practice, and performance opportunities for students at John Reith Elementary School</td>
<td>3/17/15 – 6/12/15</td>
<td>Learning Support Services</td>
<td>Afterschool grant funds</td>
<td>$5,040.00</td>
</tr>
<tr>
<td>10. BTU Arts</td>
<td>Regional band instruction, practice, and performance opportunities for students at Valley High School</td>
<td>4/27/15 – 6/30/15</td>
<td>Secondary Education</td>
<td>General Fund (unrestricted)</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>*11. Valerie Healy</td>
<td>First-time buyers’ workshop</td>
<td>5/1/15 – 6/30/15</td>
<td>Adult Education</td>
<td>Always Learning student fees</td>
<td>$500.00</td>
</tr>
<tr>
<td>*12. Hal Bartholomew</td>
<td>Understanding divorce and divorce options workshop</td>
<td>5/1/15 – 6/30/15</td>
<td>Adult Education</td>
<td>Always Learning student fees</td>
<td>$700.00</td>
</tr>
<tr>
<td>13. Noxtin Nomceayotzin Education</td>
<td>Hispanic Heritage Month assembly at Charles Mack Elementary School</td>
<td>5/15/15 – 5/15/15</td>
<td>Learning Support Services</td>
<td>Afterschool grant funds</td>
<td>$950.00</td>
</tr>
</tbody>
</table>

*Independent Contractor Agreement
ELK GROVE UNIFIED SCHOOL DISTRICT  
Fiscal Services  

May 19, 2015 Board of Education Meeting  
Agenda Item – Ratification of Contracts  
Contracts under bid limit authorized through 4/29/15

<table>
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<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>14. Jump into English</td>
<td>English language development classes for English Learner parents at Samuel Kennedy Elementary School</td>
<td>6/15/15 – 7/9/15</td>
<td>Learning Support Services</td>
<td>General Fund (unrestricted)</td>
<td>$9,375.00</td>
</tr>
<tr>
<td>15. Jump into English</td>
<td>English language development classes for English Learner parents at Prairie Elementary School</td>
<td>5/5/15 – 6/25/15</td>
<td>Learning Support Services</td>
<td>Family Literacy funds</td>
<td>$9,375.00</td>
</tr>
<tr>
<td>16. Scholastic Achievement Partners</td>
<td>Assistance to teachers facilitating guided reading groups at Charles Mack Elementary School</td>
<td>4/27/15 – 6/30/16</td>
<td>Learning Support Services</td>
<td>Title I grant funds</td>
<td>Year 1 $1,598.00 Year 2 $16,796.00</td>
</tr>
<tr>
<td>18. DataWorks</td>
<td>Explicit Design Instruction (EDI) workshop at Irene B. West Elementary School</td>
<td>5/19/15 – 5/20/15</td>
<td>Curriculum and Professional Learning</td>
<td>Common Core grant funds</td>
<td>$14,276.07</td>
</tr>
<tr>
<td>19. StuntMasters</td>
<td>BMX impact assembly at Florin Elementary School</td>
<td>5/1/15 – 5/31/15</td>
<td>Learning Support Services</td>
<td>Afterschool grant funds</td>
<td>$750.00</td>
</tr>
<tr>
<td>20. Phil Tulga</td>
<td>Science night presentation at Isabelle Jackson Elementary School</td>
<td>3/19/15 – 3/19/15</td>
<td>Learning Support Services</td>
<td>Title I grant funds</td>
<td>$525.00</td>
</tr>
<tr>
<td>21. Lauren Levine</td>
<td>Training videos to support PBIS implementation</td>
<td>3/19/15 – 6/30/15</td>
<td>Student Services</td>
<td>Education-related Mental Health grant funds</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>22. Kadhir Rajagopal</td>
<td>Professional development on instructional model at James Rutter Middle School</td>
<td>4/29/15 – 4/29/15</td>
<td>Secondary Education</td>
<td>GEAR UP grant funds</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>24. California School Boards Association</td>
<td>Electronic distribution of Board agendas and packets</td>
<td>Upon execution date – 1 year from execution date</td>
<td>Superintendent’s Office</td>
<td>General Fund (unrestricted)</td>
<td>$3,800.00</td>
</tr>
</tbody>
</table>

*Independent Contractor Agreement
Subject: Ratification of Non Public School/Non Public Agency (NPS/NPA) Contracts

Department: Finance & School Support

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

Discussion:
On May 6, 2014, the Board of Education approved the 2014-15 Master Contract for Non Public Schools and Non Public Agencies. These contracts are not predetermied, fixed amounts, but rather for hourly or daily rates for services as approved by a students' Individualized Education Plan (IEP). The rates are set by the District. The following agreements were signed by authorized district staff and staff is requesting Board ratification:

<table>
<thead>
<tr>
<th>Provider Name</th>
<th>PO#</th>
<th>Estimated Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capitol Elementary</td>
<td>#508732</td>
<td>$115,000.00</td>
</tr>
</tbody>
</table>

Financial Summary:
Costs are funded from Special Education.

Prepared By: Ruth Dew
Division Approval: Rich Fagan
Prepared By: Ruth Dew
Superintendent Approval: Christopher R. Hoffman
2015 Carpet Replacement at Various Sites
Award of Contract

Action Requested:
The Board of Education is asked to (1) review the tabulation of bids, (2) award a contract to the lowest responsible and responsive bidder, (3) authorize the Administration to sign all documents and contracts pertaining to this work, and (4) authorize the Administration to proceed with the next lowest responsible bidder should a fully endorsed contract with the low bidder, accompanied by certification of the necessary bonds, not be obtained.

Discussion:
This project consists of removal of existing flooring, and providing and installing new carpet rubber base and walk offmats at various sites (Ellen Feickert Elementary, Laguna Creek, and Las Flores High Schools).

The Administration received and opened ___ (__) bids for the 2015 Carpet Replacement at Various Sites project on May 12, 2015, at 2:00 p.m. See Attachment A for a tabulation of bids. __________ submitted the lowest base bid.

The Administration recommends the award of contract to __________ for the base bid of $ __________.00.

Financial Summary:
Funded with Deferred Maintenance Fund.

Prepared By: Mike Demcak Division Approval: Robert Pierce
Prepared By: Lee Leavelle Superintendent Approval: Christopher R. Hoffman
New Dillard Elementary School – Increment 2A and 2B
Change Order No. 3

Action Requested:
The Board of Education is asked to (1) approve Change Order No. 3 with Broward Builders, Inc., and (2) authorize a district representative to sign the approved change order.

Discussion:
On April 22, 2014, the Board of Education awarded a contract to Broward Builders, Inc., for the New Dillard Elementary School – Increment 2A & 2B project. Change Order No. 3 consists of six (6) items. The complete change order with backup is on file in the Facilities and Planning office for review.

<table>
<thead>
<tr>
<th>Item #1</th>
<th>Provide Comcast fiber optics infrastructure to allow connection of fiber cabling to campus to meet revised District Program. Requested by Architect.</th>
<th>ADD</th>
<th>$25,993.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item #2</td>
<td>Raise existing electrical pull boxes to grade due to unknown existing conditions. Requested by Architect.</td>
<td>ADD</td>
<td>$4,641.00</td>
</tr>
<tr>
<td>Item #3</td>
<td>Furnish and install steel support members for three (3) overhead coiling doors to meet structural support requirement. Requested by Architect.</td>
<td>ADD</td>
<td>$17,211.00</td>
</tr>
<tr>
<td>Item #4</td>
<td>Furnish glass at classroom windows to provide required natural day lighting to classrooms. Requested by Architect.</td>
<td>ADD</td>
<td>$3,780.00</td>
</tr>
<tr>
<td>Item #5</td>
<td>Furnish and install spring isolation curbs at heat pump mechanical units to meet District classroom acoustical program requirements. Requested by Elk Grove Unified School District.</td>
<td>ADD</td>
<td>$33,959.00</td>
</tr>
</tbody>
</table>

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

Prepared By: Josef Tavora  Division Approval: Robert Pierce
Prepared By: Lee Leavelle  Superintendent Approval: Christopher R. Hoffman
Item #6  Revise the wood trim from Douglas fir to Poplar to improve aesthetics and maintain schedule. Requested by Architect.  

DEDUCT  $(935.00)

Attachment A provides detailed information on distribution of change order requests between Architect and District. Change Order No. 3 changes the contract amount of $24,724,287.00 by $84,649.00 to $24,808,936.00.
NEW DILLARD ELEMENTARY SCHOOL, INCREMENT #2
CONSTRUCTION COST SUMMARY
CHANGE ORDERS NO. 1 - 3

PROJECT: New Dillard Elementary School, Increment 2A and 2B
ARCHITECT: Rainforth Grau Architects
CONTRACTOR: Broward Builders, Inc.
CONTRACT AMOUNT: $24,546,000.00

<table>
<thead>
<tr>
<th>Architect Initiated or Requested</th>
<th>Architectural</th>
<th>Electrical</th>
<th>Mechanical</th>
<th>Structural</th>
<th>Civil</th>
<th>Code</th>
<th>Existing Conditions</th>
<th>District Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUILDING</td>
<td>48,139.00</td>
<td>0.00</td>
<td>0.00</td>
<td>21,974.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>38,349.00</td>
</tr>
<tr>
<td>SITE</td>
<td>37,254.00</td>
<td>4,641.00</td>
<td>6,796.00</td>
<td>2,187.00</td>
<td>0.00</td>
<td>18,490.00</td>
<td>57,133.00</td>
<td>27,973.00</td>
</tr>
<tr>
<td>SITE AND BUILDING</td>
<td>85,393.00</td>
<td>4,641.00</td>
<td>6,796.00</td>
<td>24,161.00</td>
<td>0.00</td>
<td>18,490.00</td>
<td>57,133.00</td>
<td>66,322.00</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$139,481.00</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$57,133.00</strong></td>
<td><strong>$66,322.00</strong></td>
</tr>
</tbody>
</table>

**SUMMARY:**

Original Contract Amount: $24,546,000.00

Contract completion date: September 30, 2015

Net Change Orders Architect Requested: 139,481.00 0.57% addition to the contract amount

Net Change Orders Existing Conditions: 57,133.00 0.23% addition to the contract amount

Net Change Orders District Requested: 66,322.00 0.27% addition to the contract amount

Total Change Orders 1 - 3: 262,936.00 1.07% addition to the contract amount

Total Current Contract Amount: $24,808,936.00

Time extension: 0 days

September 30, 2015
CHANGE ORDER NO. 03

April 27, 2015

Broward Builders Inc.
1200 East Kentucky Ave.
Woodland, CA 95776

Attention: Dennis Broward

Subject: New Dillard Elementary School – Increment #2
Elk Grove Unified School District
Architect’s Project No.: 10-1035.03

You are hereby authorized to make the following changes in the subject work.

Workmanship and materials shall be in accord with standards established by the original specifications.

**ITEM NO. 1:** Provide site infrastructure to allow connection of fiber cabling to campus.

Requested by: Architect
Reason: District Program requirement.

Attachments: CCD 24r1

<table>
<thead>
<tr>
<th>Change in Contract Amount</th>
<th>ADD</th>
<th>$25,993.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>No Change in Contract Performance Period</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ITEM NO. 2:** Raise existing electrical pull boxes in future hard courts to grade.

Requested by: Architect
Reason: Unknown existing condition.

Attachments: RFI 122

<table>
<thead>
<tr>
<th>Change in Contract Amount</th>
<th>ADD</th>
<th>$4,641.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>No Change in Contract Performance Period</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ITEM NO. 3: Furnish and install steel support members for (3) overhead coiling doors.

Requested by: Architect
Reason: Structural support requirement.

Attachments: CCD 48
Change in Contract Amount ADD $17,211.00
No Change in Contract Performance Period

ITEM NO. 4: Furnish an additional layer of low iron glass at classroom windows.

Requested by: Architect
Reason: To provide additional natural daylighting to classrooms.

Attachments: N/A
Change in Contract Amount ADD $3,780.00
No Change in Contract Performance Period

ITEM NO. 5: Furnish and install spring isolation curbs at heat pump mechanical units.

Requested by: Elk Grove Unified School District
Reason: To meet District classroom acoustical program requirements.

Attachments: CCD 72
Change in Contract Amount ADD $33,959.00
No Change in Contract Performance Period

ITEM NO. 6: Revise the wood species of wood trim from Douglas Fir to Poplar.

Requested by: Architect
Reason: To improve aesthetics.

Attachments: RFI 302
Change in Contract Amount ADD $(935.00)
No Change in Contract Performance Period
April 27, 2015
Change Order 03
New Dillard Elementary School
Increment #2
Page 3

Original Contract Amount ........................................... $24,546,000.00
Amount Changed by Previous Change Order(s) ..................... $171,287.00
Contract Amount Prior to this Change Order ..................... $24,724,287.00
Amount Changed by this Change Order .............................. ADD $84,649.00
Revised Contract Amount ............................................. $24,808,936.00

% Change by this Change Order % .35
Total % Change of Original Contract Amount % 1.07

Original Completion Date September 30, 2015
Revised Completion Date Revised by Previous Change Order(s) September 30, 2015
Calendar Days added by this Change Order ADD 0
Revised Completion Date through this Change Order September 30, 2015

The acceptance and approval of this change order constitutes full and final settlement for all work and costs (including extended overhead, inefficiency and impact or delays) related to the items addressed herein with no exceptions.

APPROVED: Elk Grove Unified School District Date

ACCEPTED: Broward Builders, Inc. Date

APPROVED: Rainforth • Grau • Architects Date

APPROVED: Anderson Doig Structural Engineers Date

APPROVED: Weston & Associates Mechanical Engineers Date

APPROVED: Charles A. Martin & Associates Date
Board Agenda Item

Subject:
Right Of Entry for City of Elk Grove Southside Avenue Improvement Project Fronting Jessie Baker Elementary School

Action Requested:
The Board of Education is asked to authorize the execution of a Right of Entry Agreement, related documents, and reimburse the City of Elk Grove for the construction of curb, gutter, and sidewalk improvements on Southside Avenue fronting Jessie Baker Elementary School.

Discussion:
The City of Elk Grove is planning to construct curb, gutter and sidewalk improvements on the south frontage of Southside Avenue. A portion of the project includes approximately 220 lineal feet of frontage at Jessie Baker Elementary School where currently no curb, gutter or sidewalk exist. The City will bid and contract the whole project and will invoice the District for a pro-rated portion of the cost, approximately $53,000.00. Should they be necessary, change orders, if related to the Jessie Baker Elementary School frontage and subject to District approval, could increase costs above the stated amount.

With Board approval, the District will grant to the City and its contractors the right of entry to a portion of its property at Jessie Baker Elementary School, in order to facilitate the construction of the improvements. This area is outside the school’s perimeter fence.

Financial Summary:
This project will be funded from Fund 49.

Prepared By: William Heinicke
Prepared By: Supervisor's Approval: Christopher R. Hoffman
RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT ("Agreement") is entered into effective on ____________, 2015 ("Effective Date") by and between the City of Elk Grove, a municipal corporation (hereinafter "City"), and Elk Grove Unified School District, a California school district (hereinafter "District"), with respect to the following:

RECEITALS

WHEREAS, District is the record owner of certain real property along Southside Avenue within the County of Sacramento; and

WHEREAS, The City of Elk Grove ("City") desires to construct improvements consisting of curbs, gutters, and sidewalks along the south frontage of Southside Avenue from Elk Grove-Florin Road as depicted in Exhibit A attached hereto ("Improvements"), for public street right-of-way purposes and related uses Southside Avenue Sidewalk Improvement ("Project"); and

WHEREAS, District desires the City to complete the Improvements along its property adjacent to Jessie Baker Elementary School and agrees to reimburse City for that portion of the Improvements on District’s property; and

WHEREAS, the City desires to have a right to enter upon approximately 10,200 square feet of that portion of the Property located on Southside Ave., identified as APN 125-0120-023, as depicted in Exhibit A ("Property"), in order to facilitate the construction of the Improvements for the Project; and

WHEREAS, District is willing to grant the City the right to enter upon the Property and construct the Improvements in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, the parties agree as follows:

AGREEMENT

District, as the record owner of the Property, hereby grants to the City, its permittees, contractors, agents, or assigns, a right to enter upon, over, across, and under the Property and construct the Improvements for the Project. Such right of entry includes the right to construct the Improvements on the Property and all other actions reasonably incidental thereto, including without limitation the repair, replacement, restoration, removal, and/or disposal of existing improvements on the Property. Such right of entry is granted for the duration of the Project, and terminates upon Project completion. The City shall cure any actual damage or substantial interference with the possession or use of District’s land adjacent to the Property that is caused solely by the City, its permittees, contractors, agents, or assigns.
The City shall repair, replace or otherwise restore any damage to existing improvements on the Property, including signage, sprinklers, and other landscaping.

The right of entry granted herein shall be revocable by the District if the City fails to comply with any provision of this Agreement. Revocation shall not occur until District has provided the City with written notice of the alleged breach and at least ten (10) days to cure. The City shall invite District to meet and confer regarding the alleged breach and potential cure during the 10-day period to cure. District’s notice to the City shall be sent to Rick Carter, Capital Program Manager, City of Elk Grove, 8401 Laguna Palms Way, Elk Grove, CA 95758.

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

The City shall indemnify, defend, and hold District harmless from and against any and all costs, claims, damages, or liabilities, including without limitation property damage and personal injury, arising out of or relating to the City's entry onto the Property and work performed under the right of entry granted in this Agreement, except where caused by the sole negligence or willful misconduct of District.

Upon completion of the Improvements, and City’s proper submission of an invoice with supporting documentation, District shall, within 30 days of such proper submission, pay City for its construction costs based upon the linear feet of improvements as outlined in the construction bid, not to exceed $52,445.75. Change orders requested and approved by Bill Heinicke, Planning Director, Elk Grove Unified School District would be in addition to the original scope of work.

Prior to beginning work, City shall submit a construction schedule for the Improvements to District for District’s approval, such approval not unreasonably withheld.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first below written.

CITY OF ELK GROVE, a municipal Corporation

Date: ______________________

By: _______________________
   Laura S. Gill, City Manager

ELKGROVE UNIFIED SCHOOL DISTRICT, a California school district

Date: ______________________

By: _______________________
   Robert Pierce, Associate Superintendent,
   Facilities and Planning

RECOMMENDED FOR APPROVAL:

Date: ______________________

By: _______________________
   Julie Cline, Real Estate Manager

APPROVED AS TO FORM:

Date: ______________________

By: _______________________
   Jonathan Hobbs, City Attorney

ATTEST:

Date: ______________________

By: _______________________
   Jason Lindgren, City Clerk