

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 7, 2013
 Closed Session – 6:00 p.m.
 Regular Session – 7:00 p.m.

Item

Time – Approximate

Public Comment on Items on Agenda or Not on the Agenda

NOTICE
 Cards are available at the table just outside of the Board Room for anyone who wishes to address the Board. If you wish to address the Board, complete a card and hand it to a staff member at the table to the left as you enter the Board Room. Please be sure to complete the card indicating whether the matter you wish to address is on the agenda or not on the agenda. If the matter is on the agenda, we will assume you wish to speak when it comes time to address that item on the agenda and will hold your card until then. Presentations will be limited to a maximum of three (3) minutes, with a total of thirty (30) minutes designated for public comment on an item. Time limitations are at the discretion of the President of the Board of Trustees.

CLOSED SESSION – 6:00 p.m.

- | | |
|---|--------|
| 1. Conference with Labor Negotiators
Agency designated representatives: Glen De Graw, Richard Fagan,
Steven M. Ladd, Karen Rezendes
Employee Organization: All Elk Grove Unified School District
Bargaining Units | 1 Hour |
|---|--------|

REGULAR MEETING - 7:00 p.m.

- | | |
|--|------------|
| I. Pledge of Allegiance | 5 Minutes |
| II. Presentations/Recognitions | |
| 2. High School Student Representative Reports – Franklin and Monterey Trail High Schools | 10 Minutes |
| 3. Recognition of United Way Co-Chairpersons and Committee | 5 Minutes |
| 4. Academic Recognition of Spring Student Athletes and Coaches | 10 Minutes |
| 5. 2013 NorCal Science Olympiad Competition – Student and Teacher Recognition | 10 Minutes |
| 6. Harriet Eddy Mathletes Recognition and Teacher Coach Recognition | 5 Minutes |
| III. Student Expulsion Recommendations | |
| 7. Request for Student Expulsions | 5 Minutes |

AGENDA
ELK GROVE UNIFIED SCHOOL DISTRICT
Regular Meeting of the Board of Education
May 7, 2013

Page 2

<u>Item</u>	<u>Time – Approximate</u>
IV. Budget Update	
8. Budget Update	10 Minutes
9. Approval of 2013-14 Budget Guidelines	10 Minutes
V. Bargaining Units	
VI. Reports	
10. E ⁴	30 Minutes
VII. Board Member Reports	
VIII. Public Comment	
IX. Public Hearing/Action Item	
11. Presentation of Amalgamated Transit Union (ATU) 2013 Negotiations Proposals to the Elk Grove Unified School District and Public Hearing	5 Minutes
X. Discussion Items	
12. 2013-14 Categorical Flexibility	10 Minutes
13. Revisions to Board Policy 3260, Fees and Charges - First Reading	5 Minutes
XI. Action Items	
14. Settlement Agreement with Elk Grove Education Association	5 Minutes
15. 2013-14 Board Meeting Schedule	5 Minutes
XII. Consent Agenda – Action	5 Minutes
16. Approval of Minutes	
17. Personnel Actions	
18. Resolution Regarding Board Member Absence	
19. Approval of Purchase Order History	
20. Flexible Spending Account	
21. Franklin High School – Associated Student Body AVID (Advancement Via Individual Determination) 2012-13 Scholarship Expenditure	
22. Pleasant Grove High School – Associated Student Body Scholarship Expenditure	
23. 2013-14 Life Insurance	
24. Out-of-State Field Trip Approval	

AGENDA
ELK GROVE UNIFIED SCHOOL DISTRICT
Regular Meeting of the Board of Education
May 7, 2013

Page 3

<u>Item</u>	<u>Time – Approximate</u>
XII. Consent Agenda – Action (Continued)	
25. Receipt of Bids and Award of Contract for E-Rate Network Equipment	
26. Fencing Additions at Elk Grove Charter School, Award of Contract	
27. New Dillard Elementary School – Increment #1, Award of Contract	
XIII. Other Action Items	
28. Discussion and Action on Items Removed From Consent Agenda	5 Minutes
XIV. Information Items	
29. Other Items from the Floor	5 Minutes
30. Items for Future Agendas	5 Minutes
XV. Adjournment	

AMERICAN WITH DISABILITIES COMPLIANCE NOTICE

In compliance with the Americans with Disabilities Act, those requiring special assistance to access the Board meeting room, to access written documents being discussed at the Board meeting, or to otherwise participate at Board meetings, please contact the Board Secretary, Arlene Hein, at (916) 686-7700.

Notification of at least 24 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodation, auxiliary aids or services.

DOCUMENT AVAILABILITY

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

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 3

Board Agenda Item

Supplement No. _____

Meeting Date 5-7-13

Subject: Recognition of United Way Committee Members and District Personnel for Outstanding Contributions **Department:** Administration

Action Requested: The Board of Education is asked to recognize members of the 2012 United Way Campaign Committee and District personnel for their outstanding contributions.

Discussion:

This year, the Elk Grove Unified School District once again had outstanding participation in the United Way Campaign. District employees contributed \$65,703.76 to this year's campaign, making EGUSD the top participating school district once again.

The 2012 United Way Campaign Committee members are:

- Campaign Chair: Torreyana D. Johnson (Communications)
- Campaign Co-Chair: Mario Rodriguez (Herman Leimbach Elementary School)
- Committee Members: Frank Cody (Technology Services), Joanna Corrigan (Florin High School), Carly Davenport (Isabelle Jackson Elementary School), Marlinda Escudero (Facilities and Planning), Scott Hadley (Prairie Elementary School), Shannon Stenroos (Fiscal Services) and Aimee Worth (Herman Leimbach Elementary School)

Steve Heath, President and CEO of United Way California Capital Region, will recognize the District for its participation.

Financial Summary:

Prepared By: Arlene Hein Department Approval: _____

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



ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 4

Board Agenda Item

Supplement No. _____

Meeting Date: May 7, 2013

Subject: Academic Recognition of Spring Student-Athletes and Coaches **Division:** Secondary Education

Action Requested:
The Board of Education is asked to recognize spring student-athletes for their outstanding academic performance.

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

Cosumnes Oaks High School:			
Coach	Honored Team	Team GPA	Captains
Kandy Languemi	Women's Soccer	3.86	[REDACTED]
Elk Grove High School:			
Coach	Honored Team	Team GPA	Captains
Pam Ayala	Men's Tennis	3.76	[REDACTED]
Florin High School:			
Coach	Honored Team	Team GPA	Captains
Gurjeet Barayah	Women's Track & Field	3.8	[REDACTED]
Franklin High School:			
Coach	Honored Team	Team GPA	Captains
Andrea Berquist	Dive	3.87	[REDACTED]
Laguna Creek High School:			
Coach	Honored Team	Team GPA	Captains
Casey Behney	Men's Tennis	3.98	[REDACTED]
Monterey Trail High School:			
Coach	Honored Team	Team GPA	Captains
Tony Luu	Men's Tennis	3.86	[REDACTED]
Pleasant Grove High School:			
Coach	Honored Team	Team GPA	Captains
Brian Browne	Men's Tennis	3.43	[REDACTED]
Sheldon High School:			
Coach	Honored Team	Team GPA	Captains
Norman Baxa	Men's Tennis	3.78	[REDACTED]
Valley High School:			
Coach	Honored Team	Team GPA	Captains
Tung Lee	Men's Tennis	3.18	[REDACTED]

Financial Summary: N/A

Prepared By: Jim Smrekar Division Approval: Christina C. Penna
 Prepared By: _____ Superintendent Approval: Steven M. Ladd, Ed.D.

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 5

Board Agenda Item

Supplement No. _____

Meeting Date: May 7, 2013

Subject: 2013 NorCal Science Olympiad Competition –
Student and Teacher Coach Recognition

Department: Secondary Education

Action Requested:



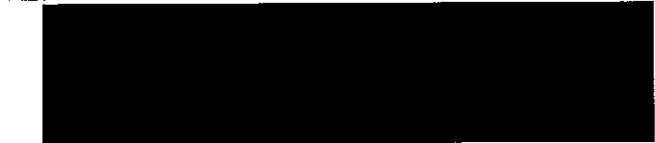
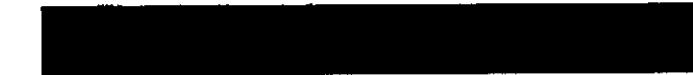

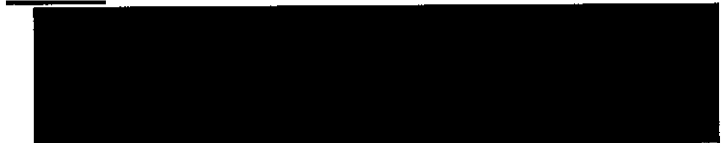
The Board of Education is asked to recognize and congratulate students from Sheldon High School and Pleasant Grove High School for their performance in the 2013 NorCal Science Olympiad Competition.

Discussion:

On Saturday, April 13, the Sheldon and Pleasant Grove High Schools' Science Olympiad Teams competed against 23 other qualifying high schools at the NorCal Science Olympiad State Finals in Tulare. Sheldon High School finished with an impressive 3rd place behind Palo Alto (1st place) and Mira Loma (2nd place). Pleasant Grove finished in 9th place overall.

The following Sheldon High School teams earned medals in their respective events:

Sheldon High School 3rd Place Overall

<p>1st Place</p> 	<p>Kelli Kosney, Head Coach John Little, Coach Kristen Couchot, Coach Eric Smith, Coach Denise Aguilar, Coach Arlene Laurison, Coach Leann O'Bear, Coach Jenny Cuccinello, Volunteer Event Coordinator</p>
<p>2nd Place</p> 	
<p>3rd Place</p> 	
<p>4th Place</p> 	
<p>5th Place</p> 	
<p>6th Place</p> 	

The following Pleasant Grove High School teams earned medals in their respective events:

Pleasant Grove High School 9th Place Overall

2nd Place [Redacted]	Jon Wehner, Coach
3rd Place [Redacted]	
4th Place [Redacted]	
5th Place [Redacted]	

We are pleased to recognize Kelli Kosney, Sheldon's team coach, Bob Fendall, Sheldon Science Department Chair, Jon Wehner, Pleasant Grove's team coach, and Nancy Blaker, Pleasant Grove Science Department Chair.

Prepared By: Christina Penna

Division Approval:  Christina Penna

Prepared By: _____

Superintendent Approval: Steven M. Ladd, Ed.D. 

Board Agenda Item

Subject: BUDGET UPDATE **Department:** Budget

Action Requested:
The board is asked to receive a budget update report.

Discussion:

The attached report outlines the current status of the 2012-13 and proposed 2013-14 State Budget.

Attachment to follow.

Financial Summary:

Prepared By: Shannon Stenroos Division Approval: Rich Fagan
Prepared By: _____ Superintendent Approval: Steven M. Ladd, Ed.D.

est.

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No. 9

Board Agenda Item

Supplement No. _____

Meeting Date: May 7, 2013

Subject:

Department: Budget

2013-14 BUDGET GUIDELINES

Action Requested:

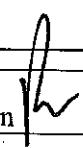
The Board is asked to receive and approve the 2013-14 Budget Guidelines.

Discussion:

The attached report is a summary of the assumptions and/or formulas to be used in the preparation of the 2013-14 General Fund Unrestricted Adopted Budget as approved by the Board in the 2012-13 2nd Interim multi-year projections.

Financial Summary:

Prepared By: Shannon Stenroos 

Division Approval: Rich Fagan 

Prepared By: _____

Superintendent Approval: Steven M. Ladd, Ed.D. 

**2013/14
BUDGET GUIDELINES**

A. GENERAL FUND GUIDELINES (Continued)

2. Expenditures

- a. **Staffing Formulas**
 Staffing formulas and/or formulas subject to contract language for administration, certificated, classified, confidential, and supervisory personnel, described in Sections C through J of these Budget Guidelines, are subject to review and approval by the administration.

 Compensation for certificated and classified substitutes shall be established on a competitive basis with other comparable districts.

 The administration will submit final 2013/14 staffing formulas for Board approval.

- b. **Salaries and Fringe Benefits**
 Existing salaries, step and column increments, training classes, and doctoral/longevity bonuses shall be factored into the 2013/14 budget. All mandated fringe benefits shall be included at projected 2013/14 rates, and shall reflect changes to collective bargaining agreements.

- c. **Average Beginning Salaries**
 Average beginning salaries for new certificated personnel will be budgeted as follows:

K-12 Teacher	\$47,215
Psychologists	\$66,522
Social Workers	\$50,829
Behavior Support Specialist/ Mental health Therapists	\$65,840
Special Education Teacher	\$49,270

- d. **Inflationary Increases and Enrollment Growth**
 2013/14 inflationary growth and required costs will be increased for utilities, fuel, insurance, maintenance agreements, operating/testing supplies and collective bargaining (as applicable) and based on a pro-rata increase of student enrollments.

- e. **Student Textbooks, Books, Supplies and Equipment**
 The 2013/14 Budget will be reviewed by administration for (1) enrollment changes based on the 2012/13 allocation levels for textbooks, reference books, supplies and equipment, and (2) the need for carryover of 2012/13 over/under expenditures.

**2013/14
BUDGET GUIDELINES**

A. GENERAL FUND GUIDELINES (Continued)

2. Expenditures - (Continued)

f. Carryover Funds

Upon approval by administration the 2013/14 Budget shall allow carryover of unexpended appropriations for site regular instructional program supplies, services, and equipment allocations. Requests may be submitted to the appropriate Associate Superintendent for carryovers. Non-site based funds cannot be carried over unless approved by the Superintendent.

Specially funded site based programs and one-time allocations will be carried over for one year only, unless approved by the Superintendent.

g. Non-Formula Expenditures

All other 2012/13 line item expenditure budgets may be reviewed with the program manager in detail and adjusted to meet the needs of the program for 2013/14. All adjustments will be subject to approval by the administration.

h. Categorical Programs

Categorical programs shall pay for all personnel costs (including fringe benefits) and non-personnel costs and shall operate within their income subvention and authorized staffing.

Categorical programs shall fully pay for their legal pro-rata share of indirect, direct support, and centralized service costs. Exceptions to the above require the approval of the Superintendent.

i. Deferred Maintenance

The General Fund shall contribute an amount adequate to gain full state funding except when state law waives such requirements.

j. Priority List for Additional Requested Funds

An annual Priority List may be established by the administration if the financial condition of the State and District provide undesignated funding. Such a listing would be based on input from the Board of Education, Central Office Support Team, Budget Committee, Employee Units, Student Representatives, Community Members and Finance Committee.

k. Budget Transfers

Changes to the budget at the major object classification level, after budget adoption, will be submitted for Board approval as budget transfers.

**2013/14
BUDGET GUIDELINES**

A. GENERAL FUND GUIDELINES (Continued)

2. Expenditures - (Continued)

1. Program Expenditures

All program expenditures must be approved by the responsible program manager or designee.

Personnel expenditures shall not exceed the budget for authorized FTE within each program.

No program expenditures will be allowed if the program budget has not been authorized by appropriate District personnel or the expenditures exceed the program's existing major object code budget.

Expenditures for new programs will not be made prior to approval of the requested budget transfer.

m. New Program Expenditures

3. Reserves

a. Restricted Reserve

A reserve may be established for categorical specially funded program carryover funds.

b. Non-Spendable Assets Reserve

A reserve may be established for revolving cash on hand, stores inventory, prepaid expenditures, and other commitments.

c. Reserve for Economic Uncertainties

The State Standards and Criteria recommends a reserve for Economic Uncertainties of 2% for Districts greater than 30,000 ADA. The District will reserve enough funds to satisfy the State's current law.

d. Reserve for School Start-up

A reserve may be established to provide for elementary and secondary school start-up as needed.

**2013/14
BUDGET GUIDELINES**

B. OTHER FUNDS GUIDELINES

1. All Other Funds

Programs in all other funds shall pay for all personnel costs (including fringe benefits) and non-personnel costs and shall operate within their available income and authorized staffing.

All other funds shall pay fully their legal pro-rata share of indirect, direct support, and centralized services costs.

Exceptions to the above will require approval of the Superintendent.

2. Adult Education

Budgets will be established in accordance with the Board of Education's approved Tier III flexibility amounts.

3. Cafeteria Account

Revenue for Breakfast and School Lunch programs may be reviewed and adjusted annually (when appropriate) to accommodate; (1) Growth, (2) uncontrollable inflationary costs of food products and services, and (3) cost of living adjustments to food services personnel.

4. Child Development

Programs within the Child Development fund will be adjusted in accordance with established awarded contracts.

5. Deferred Maintenance

The deferred maintenance fund is used to account separately for state apportionments and the LEA's contribution for deferred maintenance purposes. Budgets will be established in accordance with current state law and will include Tier III flexibility as approved by the Board of Education.

6. Self Insurance

The Self Insurance fund records revenue, expenditures, and actuarial liability for all activities related to the self insured worker's compensation program for the District.

**2013/14
BUDGET GUIDELINES**

C. TK-6 PROGRAM (Traditional/Modified Traditional)

	<u>ALLOCATION</u>	<u>FTE</u>	<u>CRITERIA</u>	<u>CALENDAR</u>	<u>NOTE/EXCEPTION</u>
1. Principal		1.00	Per school	8 hrs/207 days	
2. Vice Principal		.50	Title I School 0-750 Students	8 hrs/200 days	
		.50	751-900 Students		
		1.00	901+ Students		
3. Budgeted Administrative Support Time			10 days with 0.00 FTE VP per school 5 days with 0.50 FTE VP per school 5 days with 1.00 FTE VP per school		
4. Teachers					
a. Regular Education Grades K-3		1.00	Per 24 students	Full Time/184 days	
b. Regular Education Grades 4-6		1.00	Per 28 students	Full Time/184 days	
c. Computer Resource Teacher		1.00	Per school	Full Time/184 days	
d. Budgeted Substitute Time			7 days per FTE		
5. Clerical					
a. Elementary School Secretary ¹		1.00	Per school	8 hrs/10.50 months	
b. School Office Assistant II		1.00	Per school	8 hrs/10 months	
c. School Office Assistant II		6.65	Roving	8 hrs/10 months	
d. Library Technician			26 days per school	8 hrs/10 months	
6. Yard Supervision					
a. Student Allocation - 1 hour			Per 111.5 students	180 days	
b. Site Allocation - 2 hours			Per school	180 days	
c. Breakfast Allocation - 1 hour			Per school	180 days	

¹ For new school openings, there will be no break in service during the summer for the first year only.

**2013/14
BUDGET GUIDELINES**

C. TK-6 PROGRAM (Traditional/Modified Traditional) (Continued)

<u>ALLOCATION</u>	<u>FORMULA</u>	<u>NOTE/EXCEPTION</u>
7. Custodial ¹		
a. General Custodial Time – formula	$((\text{Student Enrollment} \div 294) + (\text{Square Footage} \div 17000)) \div 2 \times 8 = \text{Hrs/day}$	2011/12 Approved Reduction: Decreased formula 6.85% funded at 85.41% resulting in reduction of 9 Site Supervisors and 16 Custodians
b. Plus Cafeteria/Multipurpose – 1 hour		
<u>ALLOCATION</u>		
	1.00 FTE Day Shift + 2.00 FTE Swing Shift	Dillard & Franklin 1.00 Swing Shift
8. Students		
a. Other Books	None	
b. Supplies ^{2, 3, 4}	\$31.631 per student	
c. Health Supplies	\$200 per school	
d. Equipment Repair ^{2, 3}	\$1.766 per student	
e. Equipment Replacement ^{2, 3}	\$2.044 per student	

¹ Lead Custodian will start one month prior to school opening regardless of opening date
² Based on CBEDS Enrollment
³ Approved Reductions: 20% - 2009/10 for workbooks [now paid from Lottery (Prop20) funding]
⁴ Approved Reductions: 10% - 2009/10, 10% - 2010/11

**2013/14
BUDGET GUIDELINES**

D. TK-6 PROGRAM (4-Track Year Round)

	<u>ALLOCATION</u>	<u>FTE</u>	<u>CRITERIA</u>	<u>CALENDAR</u>	<u>NOTE/EXCEPTION</u>
1.	Principal	1.00	Per school	8 hrs/246 days	
2.	Vice Principal	1.00	Per school	8 hrs/219 days	
3.	Budgeted Administrative Support Time		5 days with 1.00 FTE VP per school		
4.	Teachers				
	a. Regular Education Grades K-3	1.00	Per 24 students	Full Time/175 days	
	b. Regular Education Grades 4-6	1.00	Per 28 students	Full Time/175 days	
	c. Computer Resource Teacher	1.00	Per school	Full Time/175 days	
	d. Budgeted Substitute Time		7 days per FTE		
5.	Clerical				
	a. Elementary School Secretary ¹	1.00	Per school	8 hrs/12 months	
	b. School Office Assistant II	1.00	Per school	8 hrs/12 months	
	c. School Office Assistant II	2.85	Roving	8 hrs/12 months	
	d. Library Technician		26 days per school	8 hrs/10 months	
6.	Yard Supervision				
	a. Student Allocation - 1 hour		Per 111.5 students	228 days	
	b. Site Allocation - 2 hours		Per school	228 days	
	c. Breakfast Allocation - 1 hour		Per school	228 days	

¹ For new school openings, there will be no break in service during the summer for the first year only.

**2013/14
BUDGET GUIDELINES**

D. TK-6 PROGRAM (4-Track Year Round) (Continued)

<u>ALLOCATION</u>	<u>FORMULA</u>	<u>NOTE/EXCEPTION</u>
7. Custodial ¹		
a. General Custodial Time – formula	$((\text{Student Enrollment} \div 294) + (\text{Square Footage} \div 17000)) \div 2 \times 8 = \text{Hrs/day}$	2011/12 Approved Reduction: Decreased formula 6.85% funded at 85.41% resulting in reduction of 9 Site Supervisors and 16 Custodians
b. Plus Cafeteria/Multipurpose – 1 hour		
8. Students	<u>ALLOCATION</u>	
a. Other Books	1.00 FTE Day Shift + 2.00 FTE Swing Shift	
b. Supplies ^{2, 3, 4}	None	
c. Health Supplies	\$31.631 per student	
d. Equipment Repair ^{2, 3}	\$200 per school	
e. Equipment Replacement ^{2, 3}	\$1.766 per student	
	\$2.044 per student	

- ¹ Lead Custodian will start one month prior to school opening regardless of opening date
- ² Based on CBEDS Enrollment
- ³ Approved Reductions: 20% - 2009/10 for workbooks [now paid from Lottery (Prop20) funding]
- ⁴ Approved Reductions: 10% - 2009/10, 10% - 2010/11

**2013/14
BUDGET GUIDELINES**

E. 7-8 PROGRAM (Traditional)

<u>ALLOCATION</u>	<u>FTE</u>	<u>CRITERIA</u>	<u>CALENDAR</u>	<u>NOTE/EXCEPTION</u>
1. Principal	1.00	Per school	8 hrs/235 days	
2. Vice Principal	1.00	1-100 students	Full Time/206 days	
	1.50	1001-1550 students		
	2.00	1551+		
3. Teachers	1.00	Per 26.17 students	Full Time/184 days	
a. Budgeted Substitute Time		7 days per FTE		
4. Academic Improvement (Results)	1.00	Per school	Full Time/184 days	
5. Library Resource Teacher	1.00	Per school	Full Time/194 days	
6. Counseling ¹	1.00	Per 497 students	Full Time/184 days	
a. Counselors – Student Allocation				
b. Counselors – Site Allocation	.69	Per school		.69 FTE can be realigned to provide Counseling & Guidance Technician (1.50 FTE; 2 @ 6 hrs/10 mos)

¹ 22.00 FTE are currently allocated across all middle schools.

**2013/14
BUDGET GUIDELINES**

E. 7-8 PROGRAM (Traditional) (Continued)

<u>ALLOCATION</u>	<u>FTE</u>	<u>CRITERIA</u>	<u>CALENDAR</u>	<u>NOTE/EXCEPTION</u>
7. Clerical				
a. Middle School Secretary	1.00	Per school	8 hrs/12 months	
b. Data Processing Assistant	1.00	Per school	8 hrs/12 months	
c. School Office Technician	2.50	Per school	8 hrs/10 months + 4 days	2011/12 Approved Reduction: HEMS <.50> FTE EPMS <.50> FTE EHMS <.50> FTE SJMS <.50> FTE TJMS <.50> FTE TRSMS <.5124> FTE
d. School Site Controller I	.50	Per school	4 hrs/10 months	
e. School Office Assistant II	.25	1301-1450 students	2 hrs/10 months	2011/12 Approved Reduction: KAMS <.25> FTE HEMS <.09> FTE SJMS <.07> FTE TJMS <.4555> FTE JKMS <.0442> FTE
	.50	1451-1600 students	4 hrs/10 months	
	.75	1601-1750 students	6 hrs/10 months	
8. Campus Supervision				
a. Lead Campus Supervisor	1.00	Per school	194 days	
b. Student Allocation – 1 hour		Per 133 students	194 days	2011/12 Approved Reduction: HEMS <.12> FTE JKMS <.0645> FTE EPMS <.29> FTE

**2013/14
BUDGET GUIDELINES**

E. 7-8 PROGRAM (Traditional) (Continued)

ALLOCATION

- 9. Custodial
 - a. General Custodial Time – formula
 - b. Plus Cafeteria/Multipurpose – 1 hour
 - c. Plus Shower/Locker Rooms – 1 hour

FORMULA

$((\text{Student Enrollment} \div 294) + (\text{Square Footage} \div 17000)) \div 2 \times 8 = \text{Hrs/day}$

NOTE/EXCEPTION

2011/12 Approved Reduction:
Decreased formula 6.85%
funded at 85.41% resulting in
reduction of 9 Site Supervisors
and 16 Custodians

ALLOCATION

Stand Alone Site:

1.0 OFTE Day Shift + 3.00 FTE Swing Shift

Combo Site:

1.00 FTE Day Shift + 2.00 FTE Swing Shift

Kerr 4.00 FTE Swing Shift
(Brick Tech. & Trigg Annex)

- 10. Students
 - a. Textbooks¹
 - b. Instructional Supplies^{1, 2}
 - c. Audio/Visual¹
 - d. Equipment Repair¹
 - e. Equipment Replacement¹
 - f. Office Supplies²
 - g. Field Trips-Orientation Day

\$2.64 per student
\$35.37 per student
\$4.80 per student
\$1.293 per student
\$2.08 per student
\$2,206 per school
\$686 per school

¹ Based on CBEDS Enrollment
² Approved Reductions: 10% - 2009/10, 10% - 2010/11, 10% - 2011/12

**2013/14
BUDGET GUIDELINES**

F. 9-12 PROGRAM (Traditional)

	<u>ALLOCATION</u>	<u>FTE</u>	<u>CRITERIA</u>	<u>CALENDAR</u>	<u>NOTE/EXCEPTION</u>
1. Principal		1.00	Per school	8 hrs/246 days	
2. Vice Principal		2.00	1-2000 students	8 hrs/210 days	
		3.00	2001-2400 students		
		4.00	2401+ students		
3. Teachers		1.00	Per 26.67 students	Full Time/184 days	
a. Budgeted Substitute Time			7 days per FTE		
4. Academic Improvement (Results)		2.00	Per school	Full Time/184 days	
5. Library Resource Teacher		1.00	Per school	Full Time/194 days	
6. Counseling		1.00	Per 476 students	Full Time/184 days + 15 days	
a. Counselors ¹		1.50	Per school	2 @ 6 hrs/10 months	2011/12 Approved Reduction: EGHS <.0938> FTE LCHS <.25> FTE Exception: FIHS <.50> FTE VHS <.875> FTE
b. Counseling & Guidance Technician					
c. Career Center Technician		.50	Per school	4 hrs/10 months	2011/12 Approved Reduction: EGHS <.1562> FTE

¹ 40.00 FTE are currently allocated across all high schools

**2013/14
BUDGET GUIDELINES**

F. 9-12 PROGRAM (Traditional) (Continued)

	<u>ALLOCATION</u>	<u>FTE</u>	<u>CRITERIA</u>	<u>CALENDAR</u>	<u>NOTE/EXCEPTION</u>
7.	Clerical				
	a. High School Secretary	1.00	Per school	8 hrs/12 months	
	b. Data Processing Assistant	1.00	Per school	8 hrs/12 months	
	c. Registrar	1.00	Per school	8 hrs/12 months	
	d. Attendance Technician	1.00	Per school	8 hrs/10 months + 4 days	
	e. School Office Assistant II	3.00	Per school	8 hrs/10 months + 4 days	Exception: VHS <.53> FTE 2010/11 Approved Reduction: All sites <1.00> FTE - EXCEPT FrHS 2007/08 Approved Reduction: EGHS <.625> FTE FHS <.875> FTE FrHS, MTHS, PGHS, SHS <1.00> FTE <1.00> FTE
			AND		
		1.25	0-2200 students		
		1.75	2201-2400 students		
		2.25	2401-2600 students		
		2.75	2601-2800 students		
		3.25	2801-3000 students		
		3.75	3001-3200 students		
		4.25	3201-3400 students		
		4.50	3401-3600 students		
	f. School Site Controller II	1.00	Per school	8 hrs/12 months	2010/11 Approved Reduction: COHS <1.00> FTE 2011/12 Approved Reduction: COHS <.25> FTE EGHS, FIHS, FrHS <.50> FTE MTHS, PGHS, VHS <.75> FTE LCHS, SHS <1.00> FTE
8.	Campus Supervision				
	a. Lead Campus Supervisor	1.00	Per school	194 days	
	b. Site Allocation	3.00	Per school	194 days	
	c. Student Allocation – 1 hour		Per 133 students	194 days	2011/12 Approved Reduction: COHS <.125> FTE

**2013/14
BUDGET GUIDELINES**

F. 9-12 PROGRAM (Traditional) (Continued)

ALLOCATION

- 9. Custodial
 - d. General Custodial Time – formula
 - e. Plus Cafeteria/Multipurpose – 1 hour
 - f. Plus Shower/Locker Rooms – 1 hour

FORMULA

$((\text{Student Enrollment} \div 294) + (\text{Square Footage} \div 17000)) \div 2 \times 8 = \text{Hrs/day}$

NOTE/EXCEPTION

2011/12 Approved Reduction:
Decreased formula 6.85%
funded at 85.41% resulting in
reduction of 9 Site Supervisors
and 16 Custodians

ALLOCATION

1.00 FTE Site Supervisor + 7.00 FTE Swing Shift

- 10. Students
 - a. Textbooks¹
 - b. Other Books¹
 - c. Instructional Supplies^{1,2}
 - d. Equipment¹
 - e. Equipment Repair¹
 - f. Equipment Replacement¹
 - g. Attendance Cards²
 - h. Diplomas
 - i. Office Supplies²
 - j. Health Supplies²
 - k. Graduation Facility Rental

\$4,571 per student
 \$5,711 per student
 \$48,577 per student
 \$1,617 per student
 \$3,646 per student
 \$.939 per student
 \$986 per school
 \$1,379 per school
 \$943 per school
 \$435 per school
 \$3,470 per school

¹ Based on CBEDS Enrollment

² Approved Reductions: 10% - 2009/10, 10% - 2010/11, 10% - 2011/12

**2013/14
BUDGET GUIDELINES**

G. CONTINUATION PROGRAM

The Continuation High Schools Program shall be treated the same as categorical programs in that it shall operate within its income plus approved reductions. The Continuation Program generates income from two sources: ADA and the supplement to Revenue Limit for Necessary Small Continuation High Schools approved for the first time in 1979-80 and then merged into the Pupil Retention Block Grant in 2008-09. Program Manager has authority to allocate funds as needed, except as specified in collective bargaining agreements.

	<u>ALLOCATION</u>	<u>FTE</u>	<u>CRITERIA</u>	<u>CALENDAR</u>	<u>NOTE/EXCEPTION</u>
1.	Principal	1.00	Per school	8 hrs/216 days	
2.	Teachers	1.00	Per 32 students plus planning period	Full Time/184 days	
	a. Teacher in Charge	.55	Per school	Full Time/184 days	
	b. Budgeted Substitute Time		7 days per FTE		
3.	Counselor	1.00	Per school	Full Time/184 days + 15 days	
4.	Clerical				
	a. Continuation School Secretary	1.00	Per school	8 hrs/12 months	
	b. Data Processing Assistant	1.00	Per school	8 hrs/10 months	Exception: CHS <.25> FTE
5.	Campus Supervisor	.75	Per school	194 days	Exception: CHS +.25 FTE

**2013/14
BUDGET GUIDELINES**

G. CONTINUATION PROGRAM (Continued)

ALLOCATION

- 6. Custodial
 - a. General Custodial Time – formula
 - b. Plus Cafeteria/Multipurpose – 1 hour
 - c. Plus Shower/Locker Rooms – 1 hour

FORMULA

$((\text{Student Enrollment} \div 294) + (\text{Square Footage} \div 17000)) \div 2 \times 8 = \text{Hrs/day}$

NOTE/EXCEPTION

2011/12 Approved Reduction: Decreased formula 6.85% funded at 85.41% resulting in reduction of 9 Site Supervisors and 16 Custodians

ALLOCATION

1.00 FTE Swing Shift

- 7. Students
 - a. Textbooks¹
 - b. Other Books¹
 - c. Instructional Supplies^{1,2}
 - d. Equipment¹
 - e. Equipment Repair¹
 - f. Equipment Replacement¹

\$4.571 per student
 \$5.711 per student
 \$48.577 per student
 \$1.698 per student
 \$3.646 per student
 \$.986 per student

¹ Based on CBEDS Enrollment
² Approved Reductions: 10% - 2009/10, 10% - 2010/11, 10% - 2011/12

**2013/14
BUDGET GUIDELINES**

H. SPECIAL EDUCATION

<u>ALLOCATION</u>	<u>FTE</u>	<u>CRITERIA</u>	<u>NOTE/EXCEPTION</u>
1. Elementary Certificated Staffing	1.00 plus .40 LSH 1.50 plus .60 LSH	Traditional (0-500) Traditional (500+)	Note: .75 Classified FTE per Certificated FTE
	2.00 plus 0.60 LSH 2.50 plus 0.80 LSH 2.70 plus 1.00 LSH	Year-Round (0-800) Year-Round (801-1000) Year-Round (1000+)	
2. Secondary Certificated Staffing	4.00 plus .50 LSH 8.00 plus .50 LSH	Middle school sites High school sites	Note: .75 Classified FTE per Certificated FTE
3. Regional Teams	1.00 plus .20 LSH	Continuation school sites	
a. Program Specialist	1.00		
b. Inclusive Education Specialist	1.00		
c. Adapted PE	1.00		
d. Vocational/Transition Specialist	1.00		
e. Nurse	1.10		
f. Health Record Assistant	1.00		

**2013/14
BUDGET GUIDELINES**

I. PSYCHOLOGISTS/SOCIAL WORKERS

It is the District's intent to deliver a balanced program of support services for the instruction of regular and special education students. Subject to constraint of district-wide priorities, budget availability, and a periodic review and adjustment of service levels, it is the District's current intent to provide psychologists and social workers levels of service in accordance with the following formulae:

<u>ALLOCATION</u>	<u>FTE</u>	<u>CRITERIA</u>	<u>NOTE/EXCEPTION</u>
1. Lead Psychologist	1.10		
2. Family Counseling Psychologist	.50		
3. Psychologist	.20	Per Traditional/Modified Traditional Elementary – 0-700 students	
	.40	Per Traditional/Modified Traditional Elementary – 701-1400 students	
	.262	Per Year Round Elementary – 0-700 students	
	.462	Per Year Round Elementary – 701-1400 students	
	.60	Per Middle School – 0-1350 students	
	.40	Per High School – 0-1600 students	
	.60	Per High School – 1601+ students	
	.10	Per Continuation School	

**2013/14
BUDGET GUIDELINES**

J. DISTRICT SUPPORT FUNCTIONS

**ALLOCATION
INSTRUCTIONAL DIVISION**

FORMULA

NOTE/EXCEPTION

- | | | | |
|----|--|--|---|
| 1. | Elementary & Secondary Administration ¹ | 1 hour clerical per 770 students | 2010/11 Approved Reduction:
Administrative Assistant <1.00> FTE
2011/12 Approved Reduction:
Administrative Assistant <1.00> FTE
2010/11 Approved Reduction:
Office Assistant III <1.00> FTE
2011/12 Approved Reduction:
Office Assistant III <1.00> FTE
2011/12 Approved Reduction:
Office Assistant III <1.00> FTE
2011/12 Approved Reduction:
Budget Tech I <1.00> FTE
Prof Learning Tech <1.00> FTE
Textbook Assistant <1.00> FTE
2010/11 Approved Reduction:
Office Assistant III <1.00> FTE |
| 2. | Special Education | 1 hour clerical per 924 students | |
| 3. | Curriculum/Professional Learning | 1 hour clerical per 498 students (12 months)
1 hour clerical per 6,300 students (10 months) | |
| 4. | Student Support & Health Services | 1 hour clerical per 2,640 students | |
| | a. Health Services | 1 hour clerical per 5,350 students
1 hour health records clerk per 900 students | |
| | b. Psychological Services | 1 hour clerical per 4,650 students | |

**ALLOCATION
OPERATIONS DIVISION**

FORMULA

NOTE/EXCEPTION

- | | | | |
|----|--|--|--|
| 1. | Fiscal Services, Accounting, Payroll, Risk Management ¹ | 1 hour per 216 students
1 hour clerical per 2,100 students | 2011/12 Approved Reduction:
Accounts Payable Tech I <1.00> FTE
Staff Secretary <1.00> FTE |
| 2. | Budget Department | 1 hour per 614 students | 2011/12 Approved Reduction:
Budget Tech I <1.00> FTE |
| 3. | Technology Services ² | 1 hour programming/data entry per 357 students
1.00 FTE per 91 PC users | 2010/12 Approved Reduction:
Programmer III <1.00> FTE
2011/12 Approved Reduction:
Computer Training & Support Specialist II <1.00> FTE
Sr. Technology Planning Specialist <1.00> FTE
Site Technology Technicians <2.00> FTE |

¹ Formula is based on non-supervisory staffing only.

2013/14
BUDGET GUIDELINES

J. DISTRICT SUPPORT FUNCTIONS (Continued)

<u>ALLOCATION</u> <u>OPERATIONS DIVISION</u>	<u>FORMULA</u>	<u>NOTE/EXCEPTION</u>
4. Human Resources	1 hour per 266 students	2011/12 Approved Reduction: Personnel Assistant <1.6352> FTE
5. Transportation		
a. Buses	27.84% of enrollment transported, 1 bus per 96 students transported	
b. Drivers	1.00 FTE (6.5 hrs/183 days) per bus	
c. Driver Substitutes	7 days per driver	
d. Mechanics	1.1310 FTE per bus	
e. Support	1.065 FTE per bus	
6. Facilities	1 hour clerical per 4,750 students	
	1.00 FTE clerk (district priority)	2011/12 Approved Reduction: Scheduling Technician <1.00> FTE Supervisor <1.00> FTE
7. Purchasing/Warehouse/Textbooks ¹	1 hour per 326 students	2010/11 Approved Reduction: Administrative Assistant <1.00> FTE
	1 hour clerical per 4,750 students	
8. School Security & Safety		
a. School Site Specialist II	1.00 FTE per Senior High School	2010/11 Approved Reduction: Administrative Assistant <1.00> FTE
	1.00 FTE for Continuation Schools and Roving	
	1 hour per 96,224 square feet	
	8 weeks for long-term sick leave coverage to be adjusted as needed	
9. Long Term Leave Account		
10. Custodial ¹		
a. District Level Staff	1 hour per 21,050 square feet	2010/11 Approved Reduction: Manager <1.00> FTE, Lead Custodian DO <1.00> FTE, Program Asst <1.00> FTE
b. Substitute Staff	7 days per FTE	
c. Site Level Staff	See Section C – G	
d. Building Level Supplies	\$0.085 per square foot	2011/12 Approved Reductions: Scheduling Tech <.75> FTE
e. District Level Supplies	\$0.507 per student/employee	

¹ Formula is based on non-supervisory staffing only.

**2013/14
BUDGET GUIDELINES**

J. DISTRICT SUPPORT FUNCTIONS (Continued)

11.	Grounds ^{1,2}	Days per week:	
	a. Vacant Site	0.1	
	b. Under 5 Acres	1.4	
	c. 5 to 15 Acres	2.0	
	d. 15 to 25 Acres	2.7	
	e. 25 to 40 Acres	3.5	
	f. 40+ Acres	4.1	
	g. Regional Stadium	1.0	
	h. Substitutes	7 days per FTE	
	i. Supplies Districtwide	\$115 per Acre	
	12. Maintenance ^{1,2}		
	a. Staffing	1 hour per 11,427 square feet	
	b. Substitutes	1 clerical hour per 1,350 students	
		7 days per FTE	

2010/11 Approved Reductions:
29.15% of Maintenance & Operations
resulting in Area Supervisor <1.00>
FTE, Grounds Workers <7.00>

2010/11 Approved Reductions:
Manager <1.00> FTE, Area
Supervisor <1.00> FTE, Office
Assistant <1.00>, Inventory Specialist
<.50> FTE, Maintenance Worker
<3.00> FTE, RRMCT <1.00> FTE and
reduction of \$300,000 in operating
supplies

1 Formula is based on non-supervisory staffing only
2 Formula is currently suspended.

Agenda Item No: 10

Board Agenda Item

Supplement No. _____

Meeting Date May 7, 2013

Subject: E⁴ – Integrated Learning Systems

Department: Education Services

Action Requested:

The Board of Education is requested to receive a presentation on E⁴ – Integrated Learning Systems.

Discussion:

PLACE HOLDER

Financial Summary:

N/A

Prepared By: Mark Cerutti *M.C.*

Approval: Mark Cerutti *M.C.*

Prepared By: _____

Superintendent Approval: Steven M. Ladd, Ed.D. *S.M.L.*




Board Agenda Item

Subject: **Department:** Human Resources
Presentation of the Amalgamated Transit Union (ATU) 2013 Negotiations Proposals to the Elk Grove Unified School District and Public Hearing.

Action Requested:
The Board is asked to conduct a Public Hearing to present the Amalgamated Transit Union (ATU) 2013 Negotiations Proposals to the Elk Grove Unified School District. The Board President should announce and open a public hearing with a request for anyone who wishes to speak to the proposal to please step forward. After listening to any speakers, announce the hearing is closed. After closing the public hearing, the Board is asked to take action, to accept the employee association collective bargaining proposals.

Discussion:
A copy of the proposal is attached.

Financial Summary:

Prepared By: Evelyn Lalan  Division Approval: Glen De Graw 
Prepared By: _____ Superintendent Approval: Steven M. Ladd, Ed.D. 

ATU Sunshine Proposals 2013-2014

1. *Propose to add 2- 8 hour FTUD positions, for a total of 7.*
2. *Propose to make all extra board positions (10) 8 hour positions.*
3. *Create separate exclusive dispatch position that is not part of the extra board.*
4. *Create a Designated behind the Wheel Trainer position at the salary scale 441.*
5. *2013-2014 salary scale to reflect a 5% wage increase to all ATU salary scale positions.*
6. *200 mile air radius, **no charters.***
7. *Shop vacation schedule to remain open for bid and no blocking of weeks.*
8. *Create 7th step advancement after completion of 2 years on step 6.*
9. *Propose to keep the wellness rebate as a monthly deduction from health care premiums to create an 85/15 split as is now.*

G. De Graw received, Tuesday, 4/16/13

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No:

12

Board Agenda Item

Supplement No.

Meeting Date:

May 7, 2013

Subject: 2013/14 Categorical Flexibility 1st Reading

Department: Budget Department

Action Requested:

The Board is asked to receive a report on the use of categorical funding flexibility.

Discussion:

In accordance with EC 42605 the governing board of a school district must discuss and take action on the proposed use of funding for Tier III categorical programs listed in the annual California State Budget Act. This education code was amended, effective January 1, 2012, to require that this action must take place during a public hearing prior to the meeting where the governing board adopts the corresponding annual budget.

The fragile California economy is recovering; however our district is still experiencing annual operation deficits. Therefore, it is recommended the District continue to use the Tier III categorical flexibility in order to meet its financial obligations for the 2013-14 school year.

This would include the redirection of all funds for the following programs to be used for other educational purposes:

- | | |
|--|--|
| Program for Intern Teachers | Physical Education Teacher Incentive Program |
| Instructional Materials | Art & Music Block Grant |
| Staff Development Math & Reading & EL | Deferred Maintenance |
| 9 th Grade Class Size Reduction | Cal-Safe Supportive Services |
| California High School Exit Exam | Supplemental School Counseling |

This would also include the redirection of a portion of the funding for the following programs to be used for other educational purposes:

- | | |
|-------------------------------------|--|
| Peer Assistance Review Program | School & Library Improvement Block Grant |
| Regional Occupational Program (ROP) | Adult Education |

The attached report includes the programs recommended to be redirected with a description of what the funding was previously required to be used for.

This item will be brought back on May 21, 2013 for a public hearing.

Financial Summary:

There is no change in revenue, only a change in documentation.

Prepared By: Shannon Stenroos

Division Approval:

Rich Fagan

Prepared By:

Superintendent Approval:

Steven M. Ladd, Ed.D.

ELK GROVE UNIFIED SCHOOL DISTRICT
Budget Department

**2013-14 BUDGET DEVELOPMENT
CATEGORICAL FLEXIBILITY
DETAIL BY RESOURCE**

2013-14 TIER III FLEXED PROGRAMS

PROGRAM FOR INTERN TEACHERS - CTC (6260)			
2013/14 PRELIMINARY ALLOCATION	2013/14 STATE APPROVED FLEXIBILITY	2013/14 PROPOSED ADD BACK	2013/14 PROPOSED NET FLEXIBILITY
\$33,523	\$33,523	\$0	\$33,523

The District has used categorical flexibility as appropriate to balance the budget. **The flexed funds are being used to maintain various certificated and classified positions throughout the District.** This revenue is generated by the number of intern teachers employed by our district annually.

GIFTED AND TALENTED EDUCATION - GATE (7140)			
2013/14 PRELIMINARY ALLOCATION	2013/14 STATE APPROVED FLEXIBILITY	2013/14 PROPOSED ADD BACK	2013/14 PROPOSED NET FLEXIBILITY
\$396,236	\$396,236	\$50,000	\$346,236

The District has used categorical flexibility as appropriate to balance the budget. **The flexed funds are being used to maintain various certificated and classified positions throughout the District.** GATE students continue to be served within their elementary classrooms and Honor/AP classes at the secondary level.

INSTRUCTIONAL MATERIAL- IMFRP (7156)			
2013/14 PRELIMINARY ALLOCATION	2013/14 STATE APPROVED FLEXIBILITY	2013/14 PROPOSED ADD BACK	2013/14 PROPOSED NET FLEXIBILITY
\$3,393,870	\$3,393,870	\$0	\$3,393,870

The District has used categorical flexibility as appropriate to balance the budget. **The flexed funds are being used to maintain various certificated and classified positions throughout the District.** Please note that textbook funds received under another revenue stream, Proposition 20 are being utilized to maintain current textbook inventories. We will continue to provide textbooks to all of our students and meet all requirements of the Williams legislation but, again, until we get through these tough budget times, we will not be adopting and purchasing new textbooks.

PEER ASSISTANCE REVIEW PROGRAM - CPARP (7271)			
2013/14 PRELIMINARY ALLOCATION	2013/14 STATE APPROVED FLEXIBILITY	2013/14 PROPOSED ADD BACK	2013/14 PROPOSED NET FLEXIBILITY
\$242,300	\$242,300	\$135,000	\$107,300

The District has used categorical flexibility as appropriate to balance the budget. **The flexed funds are being used to maintain various certificated and classified positions throughout the District.** Funds were approved and added back to provide assistance to tenured teachers as specified in the EGEA contract for the 2013-14 school year. (\$135,000)

ELK GROVE UNIFIED SCHOOL DISTRICT
Budget Department

**2013-14 BUDGET DEVELOPMENT
CATEGORICAL FLEXIBILITY
DETAIL BY RESOURCE**

2013-14 TIER III FLEXED PROGRAMS

STAFF DEVELOPMENT MATH & READING (7294)			
2013/14 PRELIMINARY ALLOCATION	2013/14 STATE APPROVED FLEXIBILITY	2013/14 PROPOSED ADD BACK	2013/14 PROPOSED NET FLEXIBILITY
\$276,575	\$276,575	\$0	\$276,575

The District has used categorical flexibility as appropriate to balance the budget. **The flexed funds are being used to maintain various certificated and classified positions throughout the District.**

STAFF DEVELOPMENT MATH & READING (7296) EL			
2013/14 PRELIMINARY ALLOCATION	2013/14 STATE APPROVED FLEXIBILITY	2013/14 PROPOSED ADD BACK	2013/14 PROPOSED NET FLEXIBILITY
\$279,573	\$279,573	\$0	\$279,573

The District has used categorical flexibility as appropriate to balance the budget. **The flexed funds are being used to maintain various certificated and classified positions throughout the District.**

TEACHER CREDENTIALING BLOCK GRANT (7392)			
2013/14 PRELIMINARY ALLOCATION	2013/14 STATE APPROVED FLEXIBILITY	2013/14 PROPOSED ADD BACK	2013/14 PROPOSED NET FLEXIBILITY
\$743,607	\$743,607	\$0	\$743,607

The District has used categorical flexibility as appropriate to balance the budget. **The flexed funds are being used to maintain various certificated and classified positions throughout the District.** Title II funds will be used to provide probationary teachers with the support necessary for them to meet their preliminary teacher credentialing requirements.

SCHOOL & LIBRARY IMPROVEMENT BLOCK GRANT - SLIB (7395)			
2013/14 PRELIMINARY ALLOCATION	2013/14 STATE APPROVED FLEXIBILITY	2013/14 PROPOSED ADD BACK	2013/14 PROPOSED NET FLEXIBILITY
\$2,589,534	\$2,589,534	\$465,407	\$2,124,127

The District has used categorical flexibility as appropriate to balance the budget. **The flexed funds are being used to maintain various certificated and classified positions throughout the District.** Funds were approved and added back to provide for copying machine contracts for the 2013-14 school year. (\$465,407)

ELK GROVE UNIFIED SCHOOL DISTRICT
Budget Department

**2013-14 BUDGET DEVELOPMENT
CATEGORICAL FLEXIBILITY
DETAIL BY RESOURCE**

2013-14 TIER III FLEXED PROGRAMS

9TH GRADE CLASS SIZE REDUCTION (1200)			
2013/14 PRELIMINARY ALLOCATION	2013/14 STATE APPROVED FLEXIBILITY	2013/14 PROPOSED ADD BACK	2013/14 PROPOSED NET FLEXIBILITY
\$955,281	\$955,281	\$0	\$955,281

The District has used categorical flexibility as appropriate to balance the budget. **The flexed funds are being used to maintain various certificated and classified positions throughout the District.**

CAL-SAFE SUPPORTIVE SERVICES (6091)			
2013/14 PRELIMINARY ALLOCATION	2013/14 STATE APPROVED FLEXIBILITY	2013/14 PROPOSED ADD BACK	2013/14 PROPOSED NET FLEXIBILITY
\$237,643	\$237,643	\$0	\$237,643

The District has used categorical flexibility as appropriate to balance the budget. **The flexed funds are being used to maintain various certificated and classified positions throughout the District.** Pregnant and Parenting Teens will continue to receive support through the Healthy Start Centers.

REGIONAL OCCUPATION PROGRAM - ROP (6350)			
2013/14 PRELIMINARY ALLOCATION	2013/14 STATE APPROVED FLEXIBILITY	2013/14 PROPOSED ADD BACK	2013/14 PROPOSED NET FLEXIBILITY
\$2,030,274	\$2,030,274	\$1,725,733	\$304,541

The District has used categorical flexibility as appropriate to balance the budget. **The flexed funds are being used to maintain various certificated and classified positions throughout the District.** Funds were approved and added back to provide ROP programs for the 2013-14 school year. (\$1,725,733)

ADULT EDUCATION (6390)			
2013/14 PRELIMINARY ALLOCATION	2013/14 STATE APPROVED FLEXIBILITY	2013/14 PROPOSED ADD BACK	2013/14 PROPOSED NET FLEXIBILITY
\$1,743,095	\$1,743,095	\$800,000	\$943,095

The District has used categorical flexibility as appropriate to balance the budget. **The flexed funds are being used to maintain various certificated and classified positions throughout the District.** Funds were approved and added back to operate Adult School program for the 2013-14 school year. (\$800,000)

ELK GROVE UNIFIED SCHOOL DISTRICT
Budget Department

**2013-14 BUDGET DEVELOPMENT
CATEGORICAL FLEXIBILITY
DETAIL BY RESOURCE**

2013-14 TIER III FLEXED PROGRAMS

CALIFORNIA HIGH SCHOOL EXIT EXAM - CAHSEE (7055)			
2013/14 PRELIMINARY ALLOCATION	2013/14 STATE APPROVED FLEXIBILITY	2013/14 PROPOSED ADD BACK	2013/14 PROPOSED NET FLEXIBILITY
\$469,379	\$467,614	\$0	\$467,614

The District has used categorical flexibility as appropriate to balance the budget. **The flexed funds are being used to maintain various certificated and classified positions throughout the District.**

PUPIL RETENTION BLOCK GRANT (7390)			
2013/14 PRELIMINARY ALLOCATION	2013/14 STATE APPROVED FLEXIBILITY	2013/14 PROPOSED ADD BACK	2013/14 PROPOSED NET FLEXIBILITY
\$635,876	\$635,876	\$635,876	\$0

Funds were approved and added back to support at risk students attending continuation school programs for the 2013-14 school year. (\$635,876)

SUPPLEMENTAL SCHOOL COUNSELING - AB 1802 (7080)			
2013/14 PRELIMINARY ALLOCATION	2013/14 STATE APPROVED FLEXIBILITY	2013/14 PROPOSED ADD BACK	2013/14 PROPOSED NET FLEXIBILITY
\$1,669,725	\$1,669,725	\$0	\$1,669,725

The District has used categorical flexibility as appropriate to balance the budget. **The flexed funds are being used to maintain various certificated and classified positions throughout the District.**

PHYSICAL EDUCATION TEACHER INCENTIVE PROGRAM (6258)			
2013/14 PRELIMINARY ALLOCATION	2013/14 STATE APPROVED FLEXIBILITY	2013/14 PROPOSED ADD BACK	2013/14 PROPOSED NET FLEXIBILITY
\$352,217	\$352,217	\$0	\$352,217

The District has used categorical flexibility as appropriate to balance the budget. **The flexed funds are being used to maintain various certificated and classified positions throughout the District.** This grant funded 4.0 FTE physical education teachers in our elementary schools. This grant is now completed and those teachers were reassigned to classrooms.

ELK GROVE UNIFIED SCHOOL DISTRICT
Budget Department

**2013-14 BUDGET DEVELOPMENT
CATEGORICAL FLEXIBILITY
DETAIL BY RESOURCE**

2013-14 TIER III FLEXED PROGRAMS

ART AND MUSIC BLOCK GRANT (6760)			
2013/14 PRELIMINARY ALLOCATION	2013/14 STATE APPROVED FLEXIBILITY	2013/14 PROPOSED ADD BACK	2013/14 PROPOSED NET FLEXIBILITY
\$842,343	\$842,343	\$0	\$842,343

The District has used categorical flexibility as appropriate to balance the budget. **The flexed funds are being used to maintain various certificated and classified positions throughout the District.** These funds had been used to supplement band, choir, and other art programs.

DEFERRED MAINTENANCE (6205)			
2013/14 PRELIMINARY ALLOCATION	2013/14 STATE APPROVED FLEXIBILITY	2013/14 PROPOSED ADD BACK	2013/14 PROPOSED NET FLEXIBILITY
\$2,125,628	\$2,125,628	\$0	\$2,125,628

The District has used categorical flexibility as appropriate to balance the budget. **The flexed funds are being used to maintain various certificated and classified positions throughout the District.**

SCHOOL SAFETY & VIOLENCE PREVENTION - CARL WASHINGTON (6405)			
2013/14 PRELIMINARY ALLOCATION	2013/14 STATE APPROVED FLEXIBILITY	2013/14 PROPOSED ADD BACK	2013/14 PROPOSED NET FLEXIBILITY
\$757,553	\$757,553	\$757,553	\$0

Funds were approved and added back to support Police Services and the SRO contract for the 2013-14 school year. (\$757,553)

TOTAL FUNDING AND FLEXIBILITY			
2013/14 PRELIMINARY ALLOCATION	2013/14 STATE APPROVED FLEXIBILITY	2013/14 PROPOSED ADD BACK	2013/14 PROPOSED NET FLEXIBILITY
\$19,774,232	\$19,772,467	\$4,569,569	\$15,202,898

\$15,202,898 will be included in the 2013-14 Adopted Budget for other purposes.

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 13
Supplement No.
Meeting Date: May 7, 2013

Board Agenda Item

Subject: REVISIONS TO BOARD POLICY (BP) 3260 – FEES & CHARGES – FIRST READING
Department: Fiscal Services

Action Requested:
The Board of Education is asked to hear a first reading and provide comments regarding Board Policy 3260 – Fees & Charges.

Discussion:
On March 20, 2013, the California Department of Education (CDE) issued updated guidance on pupil fees as a result of the changes to the Education Code as amended by Assembly Bill (AB) 1575. California Education Code Sections 49010-49013 pertain to the laws which prohibit all public schools from requiring a pupil to pay a fee, deposit, or other charges not specifically authorized by law, in order to participate in an educational activity. As a result of these changes and updated guidance it is recommended that the District's current Board Policy 3260 – Fees & Charges be updated.

The attached proposed BP 3260 was created using the sample language from California School Boards Association and in consultation with District legal counsel, Lozano Smith.

Financial Summary:

Prepared By: Carrie Hargis
Prepared By: _____
Division Approval: Rich Fagan
Superintendent Approval: Steven M. Ladd, Ed.D.

FEES AND CHARGES

~~The Governing Board desires to furnish books, materials and instructional equipment as needed for the educational program. Because district needs must be met with limited available funds, the Board may charge fees when specifically authorized by law.~~

The Governing Board recognizes its responsibility to ensure that books, materials, equipment, supplies, and other resources necessary for students' participation in the educational program are made available to them. No student shall be required to pay any fees, deposits, or other charges for his/her participation in an educational activity which constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities.

(cf. 1321 - Solicitation of Funds from and by Students)
(cf. 3100 - Budget)
(cf. 3290 - Gifts, Grants and Bequests)
(cf. 6145 - Extracurricular and Cocurricular Activities)

As necessary, the Board may approve fees, deposits, and other charges which are specifically authorized by law. For such authorized fees, deposits, and charges, the district shall consider students' and parents/guardians' ability to pay when establishing fee schedules and granting waivers or exceptions.

(cf. 3250 - Transportation Fees)
(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 3533 - Free and Reduced Price Meals)
(cf. 5143 - Insurance)
(cf. 9323.2 - Actions by the Board)

Whenever a student or parent/guardian believes that an impermissible fee, deposit, or other charge is being required of the student for his/her participation in an educational activity, the student or his/her parent/guardian may file a complaint with the principal or designee using the district's procedures in BP/AR 1312.3 - Uniform Complaint Procedures. (Education Code 49013)

(cf. 1312.3 - Uniform Complaint Procedures)

The Superintendent or designee shall include information in the annual notification required by 5 CCR 4622 to be provided to all district students, parents/guardians, employees, and other interested parties about the requirements relating to the prohibition against districts requiring students to pay fees, deposits or other charges in order to participate in an educational activity, unless authorized by law, and the filing of complaints for alleged violations using the uniform complaint procedures. (Education Code 49013)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)

FEES AND CHARGES (cont'd)

The district shall consider the student and parent/guardian's ability to pay when establishing fee schedules and granting exceptions.

- ~~(cf. 1321 Solicitation of Funds from and by Students)~~
- ~~(cf. 3250 Transportation Fees)~~
- ~~(cf. 3290 Gifts, Grants and Bequests)~~
- ~~(cf. 3515.4 Recovery for Property Loss or Damage)~~
- ~~(cf. 3553 Free and Reduced Lunch Program)~~
- ~~(cf. 5143 Insurance)~~
- ~~(cf. 6145 Extracurricular and Cocurricular Activities)~~
- ~~(cf. 9323.2 Actions by the Board)~~

Legal Reference:

EDUCATION CODE

- 8239 Preschool and wraparound child care services
- 8263 Child care eligibility
- 8760-8773 Outdoor science and conservation programs
- 17551 Property fabricated by students
- ~~19910 Malicious cutting, tearing, defacing, breaking or injuring~~
- ~~19911 Willful detention of property~~
- 19910-19911 Offenses against libraries
- 32033 Eye protective devices
- 32221 Insurance for athletic team member
- 32390 Fingerprinting program
- 35160 Authority of governing boards
- ~~32390 Fingerprinting program~~
- 35330-35332 Excursions and field trips
- 35335 School camp programs
- 38080-38085 Cafeteria establishment and use
- 38120 Use of school band equipment on excursions to foreign countries
- 38119 Lease of personal property; caps and gowns
- ~~39526 Property fabricated by students~~
- 39807.5 Payment of transportation cost.
- ~~39870-39876 Cafeteria establishment and use~~
- 39837 Transportation of students to places of summer employment
- 41032 Authority of school board to accept gift or bequest; investments; gift of land requirements
- 41037 Rules and regulations by governing board
- ~~40014 Lease of personal property; caps and gowns~~
- ~~40015 Use of school band equipment on excursions to foreign countries~~
- ~~41902 Allowances by Superintendent of Public Instruction (re driver training)~~

FEES AND CHARGES (cont'd)

Legal Reference: (cont'd)

EDUCATION CODE (cont'd)

48050 Residents of adjoining states
48052 Tuition for foreign residents
48904 Liability of parent or guardian
49010-49013 Student fees
~~48932 Authorization for activities by student organizations; fund-raising~~
~~49063 Notification of rights~~
49065 Charge for copies
49066 Grades, effect of physical education class apparel
49091.14 Prospectus of school curriculum
51520 School premises; prohibited solicitations
51521 Fund-raising projects
~~49490-49493 School Breakfast and Lunch Program~~
~~49500-49505 Meals~~
~~49530-49536 Child Nutrition Act of 1974~~
~~49550-49560 Meals for needy students~~
51810-51815 Community service classes
~~52500 Adult classes; admission of minors~~
52500.1 Eligibility of high school students for enrollment
~~52523 Adult education as supplement for high school curriculum~~
52612 Tuition for adult classes
52613 Nonimmigrant aliens
52240 et seq. Advanced placement program
52920 et seq. International baccalaureate diploma program
60410 Students in classes for adults

GOVERNMENT CODE

62537 _____ Request for copy; fee

VEHICLE CODE

21113 Public Grounds

~~VEHICLE CODE~~

~~21113 Public grounds (parking)~~

CALIFORNIA CONSTITUTION

Article 9, Section 5 Common school system

FEES AND CHARGES (cont'd)

Legal Reference: (cont'd)

CODE OF REGULATIONS, TITLE 5

350_—Fees not permitted

4622 Notice

15500 Food sales in elementary schools

15501 Food sales in high schools and junior high schools

15510 Mandatory meals for needy students

15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 8

1184 Foreign students

COURT DECISIONS CALIFORNIA CONSTITUTION

~~Article IX, Section 5 Common school system~~

Hartzell v. Connell (1984) 35 Cal. 3d 899

Steffes v. California Interscholastic Federation (1986) 176 Cal. App. 3d 739

Arcadia Unified School District v. State Department of Education (1992) 2 Cal-4th 251

CTA v. Glendale SD Board of Education (1980) 109 Cal. App. 3d 738, 746-748

Driving School Assn of California v. San Mateo Union High School District (1993)

11 Cal. App. 4th 1513

ATTORNEY GENERAL OPINIONS

81 Ops. Cal. Atty. 153 (1998)

MANAGEMENT RESOURCES

CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT ADVISORIES

1030.97 Fiscal Management Advisory 97-02: Fees, Deposits and Other Charges

Fiscal Management Advisory 11-01; Pupil Fees, Deposits and Other Charges

Fiscal Management Advisory 12-01; Pupil Fees, Deposits and Other Charges

WEB SITES

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

California Department of Education: <http://www.cde.ca.gov>

Policy

Adopted: October 15, 1984

Revised: June 19, 1995

, 2013

ELK GROVE UNIFIED SCHOOL DISTRICT

**Elk Grove,
California**

FEEES AND CHARGES

The Governing Board recognizes its responsibility to ensure that books, materials, equipment, supplies, and other resources necessary for students' participation in the educational program are made available to them. No student shall be required to pay any fees, deposits, or other charges for his/her participation in an educational activity which constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities.

(cf. 1321 - Solicitation of Funds from and by Students)
(cf. 3100 - Budget)
(cf. 3290 - Gifts, Grants and Bequests)
(cf. 6145 - Extracurricular and Cocurricular Activities)

As necessary, the Board may approve fees, deposits, and other charges which are specifically authorized by law. For such authorized fees, deposits, and charges, the district shall consider students' and parents/guardians' ability to pay when establishing fee schedules and granting waivers or exceptions.

(cf. 3250 - Transportation Fees)
(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 5143 - Insurance)
(cf. 9323.2 - Actions by the Board)

Whenever a student or parent/guardian believes that an impermissible fee, deposit, or other charge is being required of the student for his/her participation in an educational activity, the student or his/her parent/guardian may file a complaint with the principal or designee using the district's procedures in BP/AR 1312.3 - Uniform Complaint Procedures. (Education Code 49013)

(cf. 1312.3 - Uniform Complaint Procedures)

The Superintendent or designee shall include information in the annual notification required by 5 CCR 4622 to be provided to all district students, parents/guardians, employees, and other interested parties about the requirements relating to the prohibition against districts requiring students to pay fees, deposits or other charges in order to participate in an educational activity, unless authorized by law, and the filing of complaints for alleged violations using the uniform complaint procedures. (Education Code 49013)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)

FEES AND CHARGES (cont'd)

Legal Reference: EDUCATION CODE

- 8239 Preschool and wraparound child care services
- 8263 Child care eligibility
- 8760-8773 Outdoor science and conservation programs
- 17551 Property fabricated by students
- 19910-19911 Offenses against libraries
- 32033 Eye protective devices
- 32221 Insurance for athletic team member
- 32390 Fingerprinting program
- 35160 Authority of governing boards
- 35330-35332 Excursions and field trips
- 35335 School camp programs
- 38080-38085 Cafeteria establishment and use
- 38120 Use of school band equipment on excursions to foreign countries
- 38119 Lease of personal property; caps and gowns
- 39807.5 Payment of transportation cost
- 39837 Transportation of students to places of summer employment
- 41032 Authority of school board to accept gift or bequest; investments; gift of land requirements
- 41037 Rules and regulations by governing board
- 48050-48050 Residents of adjoining states
- 48052 Tuition for foreign residents
- 48904 Liability of parent or guardian
- 49010-49013 Student fees
- 49065 Charge for copies
- 49066 Grades, effect of physical education class apparel
- 49091.14 Prospectus of school curriculum
- 51520 School premises; prohibited solicitations
- 51521 Fund-raising projects
- 51810-51815 Community service classes
- 52612 Tuition for adult classes
- 52613 Nonimmigrant aliens
- 52240 et seq. Advanced placement program
- 52920 et seq. International baccalaureate diploma program
- 60410 Students in classes for adults

GOVERNMENT CODE

- 6253 Request for copy; fee

VEHICLE CODE

- 21113 Public Grounds

FEES AND CHARGES (cont'd)

Legal Reference: (cont'd)

CALIFORNIA CONSTITUTION
Article 9, Section 5 Common school system

CODE OF REGULATIONS, TITLE 5
350 Fees not permitted
4622 Notice

UNITED STATES CODE, TITLE 8
1184 Foreign students

COURT DECISIONS
Hartzell v. Connell (1984) 35 Cal. 3d 899
Steffes v. California Interscholastic Federation (1986) 176 Cal. App. 3d 739
Arcadia Unified School District v. State Department of Education (1992) 2 Cal-4th 251
CTA v. Glendale SD Board of Education (1980) 109 Cal. App. 3d 738, 746-748
Driving School Assn of California v. San Mateo Union High School District (1993)
11 Cal. App. 4th 1513

ATTORNEY GENERAL OPINIONS
81 Ops. Cal. Atty. 153 (1998)

MANAGEMENT RESOURCES
CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT ADVISORIES
1030.97 Fiscal Management Advisory 97-02: Fees, Deposits and Other Charges
Fiscal Management Advisory 11-01; Pupil Fees, Deposits and Other Charges
Fiscal Management Advisory 12-01; Pupil Fees, Deposits and Other Charges

WEB SITES
CSBA: <http://www.csba.org>
California Department of Education: <http://www.cde.ca.gov>

Policy
Adopted: October 15, 1984
Revised: June 19, 1995
_____, 2013

ELK GROVE UNIFIED SCHOOL DISTRICT
Elk Grove,
California

Board Agenda Item

Subject:

Department: Human Resources

Settlement Agreement

Action Requested:

Approval of the Negotiated Settlement Agreement between Elk Grove Unified School District ("District") and the Elk Grove Education Association ("EGEA").


Discussion:

Attached is a copy of the Negotiated Settlement Agreement between the Elk Grove Unified School District and the Elk Grove Education Association that was reached on April 16, 2013.

Board action to approve this agreement will result in a final layoff action for the individuals listed in the agreement.

Financial Summary:

Prepared By: Clay McAllester, Ed. S.  Division Approval: _____ Glen De Graw 

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

Agreement
Between
Elk Grove Unified School District
And
Respondents, Set Forth in Exhibit A
April 15, 2013

This Agreement is entered into by and between the undersigned Respondents (“Respondents”) and the Elk Grove Unified School District (“District”), collectively referred to as the “parties.”

WHEREAS, prior to the hearing in the Matter of the Reduction in Force of Certain Certificated Respondents of the Elk Grove Unified School District (“District”), OAH Case No. 2013030137, counsel for Respondents set forth in Exhibit A and counsel for District met and conferred in an attempt to resolve issues;

WHEREAS, the Elk Grove Unified School District (“District”) and the Respondents set forth in Exhibit A agree that OAH, Case No. 2013030137 is resolved and the Respondent’s and District agree to the following terms and conditions;

WHEREAS, Respondents are each and all certificated employees of the District;

WHEREAS, the District asserts that there is cause pursuant to the applicable provisions of the Education Code, including, but not limited to, §§ 44949 and 44955, to lay off Respondents from their employment with the District, effective at the close of the 2012-13 school year, and notified Respondents accordingly;

WHEREAS, after receiving the District’s preliminary notice of layoff, the Respondents in Exhibit A requested an administrative hearing, as is their right under Education Code § 44949;

WHEREAS, through their respective counsel, the District and Respondents have agreed that the District need not proceed with the hearing specified in §§ 44955 and

44949 in order to accomplish the layoff of the Respondents (that are not being rescinded), and that in lieu thereof, this Agreement is being executed; and

NOW THEREFORE AND IN CONSIDERATION OF THE ABOVE, IT IS

AGREED AS FOLLOWS:

1. District Needs: The District represents that Respondents' layoff is based solely on the needs of the District on the grounds set forth in Board Resolution Nos. 40-43, pursuant to Education Code §§ 44949 and 44955, and in no way relates to the ability or performance of an individual Respondent.
2. The certificated employees listed on Exhibit A hereto are Respondents in this matter;
3. Respondents listed on Exhibit A hereto are represented by attorneys Costa Kerestenzis, Beeson, Tayer and Bodine, APC;
4. The Respondents listed on Exhibit A hereto were properly and timely served with Notice of Layoff and timely requested a hearing;
5. The Respondents listed on Exhibit A hereto were properly and timely served an Accusation, Statement to Respondent, Notice of Defense, Notice of Hearing and relevant statutes; and
6. The certificated Respondents listed on Exhibit A hereto have made a timely Notice of Defense.
7. Withdrawal of Hearing Requests: Respondents each acknowledge that he or she shall not contest the District's pending certificated layoff proceeding. By entering into this Agreement each Respondent specifically withdraws any and all related requests for hearing and/or notices of defense that he or she has submitted to the District, and that

each declines to exercise his or her right to a hearing as provided by Education Code.

§§ 44949 and 44955.

8. Dismissal of Proceeding: Upon execution of this Agreement both parties, the District will move to dismiss OAH Case No.2013030137 with prejudice.

Respondents agree to the dismissal of OAH Case No. 2013030137 with prejudice is consistent with this settlement Agreement.

9. Rescissions: The District agrees to rescind the proposed layoff notices of the Respondents listed on Exhibit B.

10. The parties agree that there are no issues related to Education Code section 44909 that need to be resolved for purposes of this certificated layoff hearing, OAH, No. 2013030137.

11. Reassignment and Transfers due to Bumping and Staff Reductions: The parties agree and recognize that, due to bumping and staff reduction issues, the District may have to reassign and transfer rescinded Respondents in order to implement Board Resolution No. 40, regarding Reduction to Particular Kinds of Services and this Agreement.

12. Except as otherwise specified in this stipulation and agreement, the parties agree that the Respondents listed on Exhibit C hereto agree to not contest their layoff as part of this 2013-2014 layoff proceeding. The District agrees that Respondents have not waived the right to assert any arguments they may have regarding their seniority date and/or classification issue(s) in future year layoff hearings or future year proceedings. The parties agree that this agreement does not create any precedent.

13. Preferential Rights:

(a) Unless otherwise noted, each Respondent shall have all applicable reemployment rights provided to him or her by Education Code §§ 44956 and 44957, as well as all other rights and benefits granted by any other applicable statute, collective bargaining agreement, or this Agreement.

(b) The District agrees to grant each of the Respondents listed in Exhibit C two paid days off by the end of the 2012-2013 school year with their supervisor's prior approval in order to address their personal transition needs.

14. Notification by Respondent Required: In order to be considered for reemployment, Respondents must keep the District advised of their current telephone number, mailing address and email address.

15. Agreement Constitutes Final Notice: Effective the last day of their 2012-13 school year, Respondents shall be laid off from their employment with the District. This Agreement constitutes the final notice required by Education Code §§ 44949 and 44955 that the services of the Respondents will not be required for the ensuing school year, 2013-2014. No further notice of layoff, notice of non-reemployment, or other notice is required to complete the layoff of Respondents.

16. No Past Practice: The parties agree that the terms of this Agreement shall not constitute a past practice or be deemed precedential in any manner whatsoever, but are solely due to the unique circumstances of this matter.

17. Counterparts and Copies: This Agreement may be executed in counterparts such that signatures appear on separate signature pages and shall be valid and binding as if all parties signed the same copy. A copy, facsimile, or original of this

document with all signature pages appended together shall be deemed a fully executed and valid agreement.

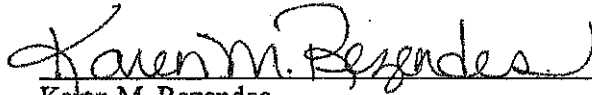
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
the date on which it is signed below, by a party or party representative.

Dated: April ¹⁶~~11~~, 2013

On behalf of Elk Grove Unified School District



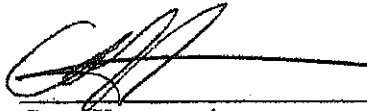
Glen De Graw
Associate Superintendent, Human Resources



Karen M. Rezendes
Lozano Smith
Attorneys for Elk Grove Unified School District

Dated: ^{April 16, 2013}~~April 11, 2013~~

On behalf of Respondents,
ATTORNEYS FOR RESPONDENTS



Costa Kerstenzis
Beeson, Tayer and Bodine
Attorneys for Respondents Listed on
Exhibit A

Board Agenda Item

Subject: 2013-14 Board Meeting Schedule **Division:** Administration

Action Requested:
Consider and take action to establish Board meeting dates for July and October, 2013.

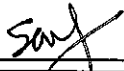
Discussion:
The following are recommended dates for the July and October 2013 Board meetings:

July – Cancel the July 2 and 16, 2013 meetings and schedule a meeting for July 1, 2013, at 5:30 p.m.

October - October 1 and 15, 2013. (Dates previously submitted were October 8 and 22.)

Note: Board meeting dates are underlined.

Financial Summary:

Prepared By: Arlene Hein Division Approval: _____
Prepared By: _____ Superintendent Approval: Steven M. Ladd, Ed.D. 

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 16

Board Agenda Item

Supplement No. _____

Meeting Date 5-7-13

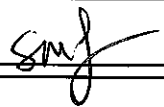
Subject: Approval of Minutes Department: Board of Education

Action Requested: Approve minutes of the regular board meeting held April 16, 2013, the special meeting held April 3, 2013, and the feeder pattern meeting held April 10, 2013.

Discussion:

Financial Summary:

Prepared By: Arlene Hein Department Approval: _____

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

Board Agenda Item

Subject: Personnel Actions **Division:** Human Resources

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

Discussion:

CERTIFICATED:

APPROVE:



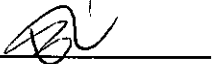

1. New Hire(s) [4]
2. Leave(s) of Absence
3. Rehire(s)
4. Resignation(s)
5. Retirement(s)
6. Returning from Leave(s) of Absence

CLASSIFIED:

APPROVE:

1. New Hire(s) [12]
2. Reclassification(s)
3. Resignation(s)
4. Retirement(s)
5. Unpaid Leave(s) of Absence

Financial Summary:

Prepared by: Clay McAllester, Ed. S.  Departmental Approval: Glen De Graw 
Prepared by: Evelyn Laluan  Superintendent Approval: Steven M. Ladd, Ed.D 

Board Agenda Item

Agenda Item No: 18

Supplement No. _____

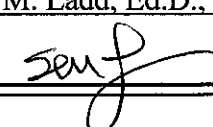
Meeting Date May 7, 2013

Subject: Resolution Regarding Board Member Absence
Division: Board of Education

Action Requested:
Approve Resolution No. 57, 2012-13 authorizing payment of the monthly compensation to Carmine Forcina for a meeting missed on April 3, 2013, due to illness.

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

Financial Summary:

Prepared By: Arlene Hein Division Approval: Steven M. Ladd, Ed.D., Superintendent
Prepared By: _____ Superintendent Approval: 

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

RESOLUTION NO. 57, 2012-13

WHEREAS, Carmine S. Forcina was absent from the April 3, 2013, special meeting of the Board of Education due to illness;

THEREFORE, BE IT RESOLVED, that Carmine S. Forcina be paid for the above stated meetings missed in accordance with Board Bylaw 9250 and Education Code Section 35120.

Jeanette J. Amavisca. Clerk
Board of Education

Dated: May 7, 2013

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 19

Board Agenda Item

Supplement No. _____

Meeting Date: May 7, 2013

<u>Subject:</u> APPROVAL OF PURCHASE ORDER HISTORY	<u>Department:</u> Finance & School Support
--	---

Action Requested:
The Board of Education is asked to approve purchase orders for the weeks of March 25, 2013 through April 4, 2013



Discussion:
The Purchase Order History and Cost Modifications for the month March 25, 2013 through April 4, 2013 are listed below. The purchase orders are on file in the Purchasing Department if you wish to review them.

Encumbrances:

<u>Fund</u>	<u>Purchase Orders Issued</u>	<u>Purchase Order Encumbrance Costs</u>
01 General Fund	60	\$ 42,980.74
12 Elk Grove Charter School Fund	04	\$ 439.06
13 Food Nutrition Services Fund	02	\$ 7,320.24
35 State School Facilities Construction Fund	02	\$ 20,096.00
49 Facilities Special Project Fund	01	\$ 1,036.80
Total Encumbrance:		\$ 71,872.84

Modifications:

<u>Fund</u>	<u>Purchase Orders Modified</u>	<u>Purchase Order Modification Costs</u>
01 General Fund	49	\$ 87,392.17
13 Food & Nutrition Services Fund	01	\$ 5,000.00
35 State School Facilities Construction Fund	01	\$ 36,715.00
Total Modifications		\$ 129,107.17
Financial Summary Grand Total		\$ 200,980.01

Prepared By: <u>Ruth Dew</u>	Division Approval: <u>Rich Fagan</u> 
Prepared By: _____	Superintendent Approval: <u>Steven M. Ladd, Ed.D.</u> 

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 20

Board Agenda Item

Supplement No. _____

Meeting Date: May 7, 2013

Subject:

Department: Fiscal Services

2013-14 FLEXIBLE SPENDING ACCOUNT THIRD PARTY ADMINISTRATOR

Action Requested:

The Board of Education is asked to approve American Fidelity Assurance Company as the District's Third Party Administrator of Flexible Spending Accounts (FSA) beginning July 1, 2013

Discussion:

With the assistance of Keenan and Associates, the District's insurance broker, marketing requests for proposals (RFP) for a Flexible Spending Account third party administrator were requested for the 2013-14 fiscal year.

Flexible Spending Accounts are voluntary opportunities for employees to set aside a specified amount of pre-tax salary dollars to be used for medical expenses and/or dependent care expenses. Currently, the administration of these accounts are provided by PayFlex with the following monthly costs:

	Medical Expense Reimbursement (includes use of debit card)	Dependent Care Expenses
Employee	\$3.50	\$3.50
Employer	\$2.95	\$1.45
Total Monthly	\$6.45	\$4.95

As a result of the RFP process PayFlex provided a renewal quote with reduced monthly rates of \$4.75 for medical reimbursement and \$4.25 for dependent care expenses. However, American Fidelity Assurance Company's proposal for administration of the District's Flexible Spending Accounts is a no cost administration plan that does not have any monthly administration or debit card fees. American Fidelity Assurance Company is a recognized provider of FSA administrative services to school districts throughout the state and we anticipate a continued or increased level of customer service for both employees and District staff involved with the administration of this program.

Financial Summary:

Based on current year participation the change will result in approximately \$9,275 of District cost savings and \$12,264 of participating employee savings.

Prepared By: Carrie Hargis

Division Approval:

Rich Fagan

Prepared By: _____

Superintendent Approval:

Steven M. Ladd, Ed.D.

Elk Grove Unified School District
EMPLOYER

**FLEXIBLE SPENDING ACCOUNT
RECORDKEEPING AGREEMENT**

TABLE OF CONTENTS

PREAMBLE

ARTICLE I	DEFINITIONS
	1.01 Account
	1.02 Plan Administrator
	1.03 Agreement
	1.04 Code
	1.05 Employer
	1.06 Participant
	1.07 New Participant
	1.08 Plan
	1.09 Policy
	1.10 Recordkeeper
ARTICLE II	POWERS AND DUTIES OF RECORDKEEPER
	2.01 Recordkeeper
	2.02 Powers of the Recordkeeper
	2.03 Claim Procedure
	2.04 Debit Card Procedure
	2.05 Duties of the Recordkeeper
ARTICLE III	RESPONSIBILITIES OF EMPLOYER AS PLAN ADMINISTRATOR
	3.01 Responsibilities Concerning Recordkeeper
	3.02 Indemnification of Recordkeeper
ARTICLE IV	ESTABLISHMENT OF ACCOUNTS
	4.01 Account to Hold Contributions
	4.02 Account to Remain Property of Employer
	4.03 Status of Recordkeeper
	4.04 Account Not to Earn Interest
ARTICLE V	TERM OF AGREEMENT
	5.01 Termination
	5.02 Termination Upon Written Notice
ARTICLE VI	FEEES FOR SERVICES
	6.01 Fees

ARTICLE VII EXCEPTION TO ELECTION CHANGES

7.01 Exception to Election Changes

ARTICLE VIII COMPLIANCE WITH HIPAA REQUIREMENTS AS A BUSINESS ASSOCIATE OF THE EMPLOYER

8.01 Recordkeeper as Business Associate

8.02 Definitions

8.03 Use and Disclosure

8.04 Further Limitations or Restrictions

8.05 Use for Management and Administration

8.06 Other Services

8.07 Safeguards

8.08 Assignment

8.09 Standard Transactions

8.10 Available Copies

8.11 Amendment of PHI

8.12 Accounting

8.13 Breach of Obligations

8.14 Return of PHI

8.15 Compliance by Employer

8.16 Amendments to HIPAA

8.17 Effective Date

8.18 ARRA Compliance

8.19 Compliance with Breach Notification Rule

ARTICLE IX MISCELLANEOUS

9.01 Action by the Employer

9.02 Notices

9.03 Applicable Law

9.04 Amendment

9.05 Titles

9.06 Severability

9.07 Controlling Agreement

PREAMBLE

This RECORDKEEPING AGREEMENT to be effective as of July 1, 2013 is made by and between Elk Grove Unified School District, an entity duly organized and existing under the laws of the State of California and having its principal place of business in Elk Grove, CA (hereinafter referred to as the "Employer") and American Fidelity Assurance Company, a corporation (the "Recordkeeper"), for the Employer's Section 125 Flexible Benefit Plan (the "Plan").

ARTICLE I

DEFINITIONS

Capitalized terms used herein and not otherwise defined herein shall have the same meaning as set forth in the Plan. The masculine gender shall include both sexes; the singular shall include plural and the plural the singular, unless the context otherwise requires.

1.01 "Account" shall mean the account established by the Recordkeeper on behalf of the Employer from which benefits are to be paid in accordance with the terms of the Plan and this Agreement.

1.02 "Plan Administrator" shall mean the Employer or its appointed delegate, which includes the person, persons or group appointed to act as Administrator under the Plan.

1.03 "Agreement" shall mean this Recordkeeping Agreement, as set forth herein, with any and all further supplements and amendments thereto, which supplements and amendments shall be effective as to Employer upon written notice to Employer.

1.04 "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and successor tax laws.

1.05 "Employer" shall mean the Plan Sponsor/Employer and its successors.

1.06 "Participant" shall mean an Employee of an Employer who participates in the Plan under the participation provisions thereof. For purposes of the medical expense reimbursement account, "Participant" does not include Employees who participated during the current plan year, left the plan by discontinuing contributions to the plan, and who then are rehired.

1.07 "New Participant" shall mean an Employee newly hired during the plan year and who has not previously participated in the flexible spending accounts during the current plan year.

1.08 "Plan" shall mean the Employer's Section 125 Flexible Benefit Plan as hereafter amended from time to time.

1.09 "Policy" shall mean the medical expense reimbursement insurance risk coverage contract issued to the Employer by American Fidelity Assurance Company. The Employer has either (a) applied for coverage under the Policy and the Trust Subscription Agreement, as required by the Recordkeeper, has been submitted to the Recordkeeper (See Article VII for limitations of election), (b) not applied for the Policy and will assume the uniform coverage risk for the medical expense reimbursement and has signed and submitted a Flexible Spending Account Agreement, or (c) has not submitted any signed Agreement because the Plan either does not include medical expense reimbursement and only includes dependent daycare reimbursement.

1.10 "Recordkeeper" shall mean American Fidelity Assurance Company as duly appointed by the Employer pursuant to the terms of the Plan.

ARTICLE II

POWERS AND DUTIES OF THE RECORDKEEPER

2.01 Recordkeeper. The Recordkeeper shall provide the recordkeeping and other ministerial services as the Recordkeeper appointed by the Employer as such under the terms of the Plan. The duties of the Recordkeeper shall be only as provided under this Agreement, the Policy or as otherwise agreed to, in writing, by the Recordkeeper.

2.02 Powers of the Recordkeeper. The Recordkeeper shall have such powers as are necessary for the proper payment of claims for medical expense reimbursement and dependent care expense reimbursement benefits under the Plan, including, but not limited to, the following:

(a) To prescribe procedures to be followed by Participants in filing applications for benefits under the Plan and for furnishing evidence necessary to establish their rights to benefits under the Plan;

(b) To apply the provisions of the Plan (including the provision allowing no election changes by participants for the medical expense reimbursement account during the plan year unless otherwise agreed to in writing by the Employer and the Recordkeeper) as interpreted by the Plan Administrator in determining the rights of any Participant who applies for benefits under the Plan and to notify any such Participant of any such determination;

(c) To obtain from the Employer, Participants and others information as shall be necessary for proper accounting of expense reimbursement benefit payments made pursuant to the terms of the Plan, the Policy, and the directions of the Plan Administrator; and

(d) To receive from and hold on behalf of the Plan Administrator those sums of monies in the Account as determined by the Plan Administrator which (i) represent contributions made under the Plan (by Participants or the Employer) and (ii) will be held and administered in accordance with the Plan, the Policy and this Agreement to pay benefits (or to be returned to the Employer).

Provided, the foregoing notwithstanding, the Recordkeeper shall have no power to add to or subtract from or to modify any of the provisions of the Plan, or to change or add to any benefit provided in the Plan.

2.03 Claim Procedure. The Recordkeeper shall pay or deny claims for reimbursement of medical expenses and dependent care expenses in accordance with the terms of the Plan, where applicable. The Recordkeeper shall refer to the Plan Administrator any request for review of a denial of benefits pursuant to the provisions of the claim procedures set forth in the Plan. In accordance with the terms of the Plan, the Plan Administrator (and not the Recordkeeper) shall have the final and absolute authority to determine the validity of claims and whether claims should be paid or denied. Claims will be retained by the Recordkeeper for a period of six years plus the current year, after which they will be purged. No reimbursement will be made to the participant under the dependent day care and/or medical expense reimbursement account until the first contribution is received from the employer and posted to the participant's account.

2.04 Debit Card procedure. The Recordkeeper shall pay or deny claims in the event that the Employer elects to allow the use of debit cards ("Debit Cards") for reimbursement of Eligible Medical Expenses under the Medical Expense Reimbursement Plan, in accordance with Section 8.05 of the Plan.

2.05 Duties of the Recordkeeper. The Recordkeeper shall provide the following recordkeeping services to the Plan Administrator:

(a) At the direction of the Plan Administrator, make expense reimbursement benefit payments from the Account to or for the benefit of Participants entitled to such benefits under the Plan;

(b) Provide to the Plan Administrator by January 15 of each year, if requested, annual statements of monies from Participants received and posted who participated in the Dependent Care Expense Plan as set forth in the Plan during the preceding calendar year;

(d) Prepare a monthly reconciliation of allocations and expense reimbursement benefit payments made from the Account, if requested;

(e) Return unused reimbursement amounts which may be due to the Employer under the terms of the Plan and the Policy on a timely basis following the runoff period after the end of the Plan year.

ARTICLE III

RESPONSIBILITIES OF EMPLOYER AS PLAN ADMINISTRATOR

3.01 Responsibilities Concerning Recordkeeper. The Employer shall take the following actions in connection with its delegation of recordkeeping duties to the Recordkeeper:

(a) Deliver to the Recordkeeper all contributions (both by Participants and the Employer) received by the Employer under the Plan;

(b) Provide any and all cost, claims, contribution and participation information in the format and frequency that the Recordkeeper determines is necessary to perform its recordkeeping duties;

(c) Interpret the Plan and provide written directions to the Recordkeeper concerning (i) the proper interpretation of the terms of the Plan or any expense reimbursement provision thereunder and (ii) payment of benefits; and

(d) Complete and file an annual 5500 report, if necessary.

3.02 Indemnification of Recordkeeper. Notwithstanding any other provision of this Agreement or the Policy, the Employer agrees to indemnify and hold the Recordkeeper harmless from and against any liability, damage, expense (including attorney fees) or cost that it may incur in serving as Recordkeeper under this Agreement, including but not limited to any claim arising from damage experienced by the Employer, the Plan Administrator or a Participant in connection with the adoption or maintenance or administration of the Plan, unless arising from the Recordkeeper's own negligent or willful breach of the provisions of this Agreement.

ARTICLE IV

ESTABLISHMENT OF ACCOUNTS

4.01 Account to Hold Contributions. Pursuant to the Plan and Policy, the Employer is required to collect contributions. The Employer does not desire to retain physical custody of such contributions and has requested that the Recordkeeper hold and administer such contributions as agent of the Employer, for the benefit of the Participants in the Plan. Accordingly, the Employer hereby requests the Recordkeeper to establish the Account for and on behalf of the Employer and the Participants in the Plan. In accordance with the terms and provisions of the Plan, the Employer shall collect and remit to the Recordkeeper all amounts collected by it under the Plan. All amounts received by the Recordkeeper will be credited to the Account which has been established in the name of the Employer by the Recordkeeper. The Employer will deliver all such contributions as soon as reasonably possible following receipt by the Employer in accordance with the terms of the Plan in order that such amounts may be available to pay benefits. No credits for adjustments on previous billings are allowed; any necessary adjustment will be resolved separately from the monthly contributions upon written agreement between Employer and Recordkeeper.

4.02 Account to Remain Property of the Employer. All contributions to the Account (and the Account itself) shall be deemed to be and remain the exclusive property of the Employer until payment of benefits has occurred. The Recordkeeper shall have no proprietary interest in or title to any amounts held in the Account, its duties hereunder being solely to administer the Account for and on behalf of the Employer and the Participants in accordance with the terms

and provisions of the Plan and this Agreement. Further, the Account shall in no manner whatsoever be considered as a trust or other similar entity.

4.03 Status of Recordkeeper. The duties of the Recordkeeper hereunder shall be performed in its capacity as the agent of the Employer for the purposes of administering the Account. Due solely to the fact that the Recordkeeper is administering the Account for and on behalf of the Employer, this fact in no manner whatsoever should be considered as a guarantee to either the Employer or the Participants that all funds which need to be made available for the payment of benefits under the plan are in the Account. The Recordkeeper does not warrant payment of any amounts otherwise due to be paid under the Plan except with respect to those amounts which the Employer has delivered to the Recordkeeper for payment of benefits as provided under the Plan and the Policy. The maximum amount of reimbursement elected by a Participant under the medical expense reimbursement account is available at all times during the period of coverage, as required in Internal Revenue Code Section 125-2 (Q/A-7).

4.04 Account Not to Earn Interest. The Employer has specifically requested of and the Recordkeeper has agreed that the contributions will not be maintained in interest bearing accounts or investments; accordingly, the contributions held in the Account will be held only in non-interest bearing accounts and investments.

ARTICLE V

TERM OF AGREEMENT

5.01 Termination. Unless earlier terminated pursuant to the provisions of 5.02, this Agreement shall remain in effect for one Plan year following the effective date. At the end of one Plan year, this Agreement will continue in full force and effect until terminated. Further, this Agreement will automatically terminate upon termination of the Plan if the Employer certifies to the Recordkeeper that no further benefits are to be paid to Participants. In the event of termination of this Agreement, any and all amounts held in the Account will be returned to the Employer in accordance with the terms of the Policy, and the Employer will then be solely responsible for the performance of the duties otherwise required to be performed by the Recordkeeper hereunder or under the Plan.

5.02 Termination Upon Written Notice. This Agreement may be terminated with or without cause by either party upon no less than ninety (90) days written notice to the other party. In addition, this Agreement may be terminated immediately by written notice specifying a termination date by any party should any of the following events occur: (a) a party fails to comply with this Agreement, or (b) an act of dishonesty or fraud is committed by any party, or (c) any other reason deemed by American Fidelity to be a legitimate business reason. If American Fidelity insures the uniform coverage risk, the risk policy will also terminate and all risk reverts back to the Employer. This would include instances where the Employer consolidates with another entity during the plan year and does not allow the flexible spending accounts to run the full length of the plan year. If American Fidelity's recordkeeping services are terminated, or if Employer terminates either the Section 125 Plan or the flexible spending accounts, a runoff period will only be honored if Employer immediately provides funds to pay any outstanding claims.

ARTICLE VI

FEES FOR SERVICES

6.01 Fees. In consideration of the Recordkeeper performing the services described herein for the Employer, the Employer will pay a fee of \$0.00 per month for participation in one or both flexible spending accounts for each Participant in the Plan during such month. Payment of all required fees will be made each month during the term of this Agreement following the month in which such services are performed. If the debit card is allowed by the employer in the Medical Expense Reimbursement Account, there will be an additional fee of \$0 per month per participant electing the debit card.

ARTICLE VII

EXCEPTION TO ELECTION CHANGES

7.01 Exception to Election Changes. If the employer applies for the Medical Expense Reimbursement Policy, Participants may not make election changes under said Policy except in the case of termination of employment unless otherwise agreed to in writing by Employer and Recordkeeper, or otherwise stipulated by amendment to this Agreement. This stipulation does not affect election changes under a dependent care account.

ARTICLE VIII

COMPLIANCE WITH HIPAA REQUIREMENTS AS A BUSINESS ASSOCIATE OF THE EMPLOYER

8.01 Recordkeeper as Business Associate. In connection with Recordkeeper's performance of services pursuant to this Agreement, Recordkeeper may create, receive or have access to Protected Health Information ("PHI"). Since HIPAA regulates the use and disclosure of Protected Health Information, Employer and Recordkeeper want to address and ensure in this Article VIII their respective compliance with HIPAA's applicable business associate provisions and requirements in connection with the services performed under this Agreement. Wherever the term "Employer" is used in this Article VIII, it shall mean "Plan Administrator" and "Employer", as those terms are defined in Paragraphs numbered 1.02 and 1.05 of this Agreement.

8.02 Definitions. When used in this Article VIII, the following terms shall have the meanings specified adjacent to them:

- (a) "ARRA" means the American Recovery and Reinvestment Act of 2009.
- (b) "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under 45 C.F.R., Part 164, Part E, which compromises the security or privacy of the PHI.

- (c) "Breach Notification Rule" means the regulations set forth at 45 C.F.R. Part 164, Subpart D, as hereafter amended, which implement the Breach notification requirements set forth in HIPAA.
- (d) "Data Aggregation," "Designated Record Set," "Secretary" and "Standard Transaction" shall each have the meaning provided for that term in HIPAA.
- (e) "Electronic PHI" means any PHI that comes within or satisfies the definition of "protected health information" at 45 C.F.R. 160.103(1)(i) and (ii), and is disclosed to, or created, obtained, maintained or received by, Business Associate in connection with, or in any manner related to, Recordkeeper's performance of services pursuant to this Agreement, or otherwise for or on behalf of Employer or any Plan.
- (f) "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, and all rules and regulations promulgated thereunder, as either or both are amended and revised from time to time.
- (g) "Law" means any and all statutes, legislation, rules, regulations, codes, laws, orders, decrees, decisions, and ordinances enacted, issued or promulgated by any federal, state or local governmental authority, agency, body, commission, board, court or legislature.
- (h) "Person" means any natural person, corporation, limited liability company, partnership, trust, or other legal entity or organization.
- (i) "Plan" means all individual or group health plans, cafeteria plans, and similar employee benefit plans sponsored by the Employer that provide, reimburse or pay the cost of medical care or similar services and to which Recordkeeper now or hereafter provides services.
- (j) "Privacy Rule" means the regulations set forth at 45 C.F.R. Part 160 and Part 164, subparts A and E, as hereafter amended, which implement the privacy requirements set forth in the Administrative Simplification provisions of HIPAA.
- (k) "Protected Health Information" or "PHI" means any and all information constituting "protected health information," as that term is defined in HIPAA, that is disclosed to, or created, obtained, maintained or received by, Recordkeeper in connection with this Agreement.
- (l) "Secretary" means the Secretary of the Department of Health and Human Services, or his or her duly designated designee.
- (m) "Security Incident" has the same meaning as the term "security incident" in 45 C.F.R. 164.304.

- (n) “Security Rule” means the regulations set forth at 45 C.F.R. Part 164, subpart C, as hereafter amended, which implement the security requirements set forth in the Administrative Simplification provisions of HIPAA.

8.03 Use and Disclosure. Recordkeeper shall neither use nor disclose PHI except as provided in this Article or permitted under applicable law. Except as otherwise specified in this Article, Recordkeeper may make any and all uses of PHI that are reasonably necessary to perform its undertakings with respect to the services under this Agreement. Neither Employer nor any Plan shall request Recordkeeper to use or disclose PHI in any manner that would violate HIPAA.

8.04 Further Limitations or Restrictions. Recordkeeper shall also comply with all further limitations and restrictions on the privacy or any use or disclosure of PHI agreed by Employer or any Plan in accordance with 45 C.F.R. 164.522 to the extent they may affect Recordkeeper’s use or disclosure of PHI provided that Recordkeeper has received prior written notification of those limitations and restrictions from Employer or the applicable Plan. Neither Employer nor any Plan will commit Recordkeeper to any such limitations or restrictions, including, but not limited to, restrictions on the use or disclosure of PHI as provided for or limitations in 45 C.F.R. 164.522, unless those limitations or restrictions are required by applicable Law or, in all other instances, without first obtaining Recordkeeper’s written approval, which approval will not be unreasonably withheld or delayed. Employer shall immediately notify Recordkeeper of any changes in, or revocation of, any authorization or consent of any participant of or beneficiary under any Plan with respect to the use or disclosure of PHI, to the extent same may affect Recordkeeper.

8.05 Use for Management and Administration. Recordkeeper may use PHI as necessary for the proper management and administration of Recordkeeper or to carry out the legal responsibilities of Recordkeeper. Recordkeeper may disclose PHI as necessary for the proper management and administration of Recordkeeper or to carry out the legal responsibilities of Recordkeeper if (a) the disclosure is required by Law or (b) prior to the disclosure, Recordkeeper obtains a binding written agreement from each Person to whom Recordkeeper will disclose the PHI which provides that such Person will (i) hold the PHI in confidence and use or further disclose the PHI only as required by law or for the lawful purpose for which Recordkeeper disclosed it to the Person, and (ii) notify Recordkeeper of each instance of which the Person becomes aware in which the confidentiality of the PHI is breached and/or a Security Incident occurs.

8.06 Other Services. Recordkeeper may use PHI, as permitted by HIPAA, to provide Data Aggregation services relating to the health care operations of Employer or any Plan as permitted under HIPAA. Recordkeeper may use PHI to report a violation of Law to the Secretary in accordance with HIPAA.

8.07 Safeguards. Recordkeeper will use appropriate, commercially reasonable safeguards to ensure the confidentiality of PHI permitted under this Agreement. Recordkeeper will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that Recordkeeper creates, receives, maintains or transmits on behalf of Employer or any Plan. Recordkeeper shall promptly notify Employer in writing after Recordkeeper has actual knowledge of any use or disclosure of PHI

not permitted by this Article. Recordkeeper's obligation to protect the privacy of the PHI it created or received for or from Employer will be continuous and survive the termination of Agreement. Recordkeeper will report to the applicable Plan and Employer any Security Incident of which it becomes aware.

8.08 Assignment. In each instance that Recordkeeper provides PHI to any agent, subcontractor, assignee or delegatee and/or assigns or delegates (if such assignment or delegation is permitted hereunder) any of its undertakings with respect to the services under this Agreement to any other Person, then Recordkeeper shall obtain a binding written agreement from each such agent, subcontractor, assignee and delegatee requiring that Person to comply with the provisions of this Article with respect to the use, disclosure and safeguarding of PHI including, without limitation, the implementation of reasonable and appropriate safeguards to protect Electronic PHI and the reporting of Security Incidents involving such Person of which such Person becomes aware.

8.09 Standard Transactions. If Recordkeeper conducts in whole or in part any Standard Transaction for or on behalf of Employer or any Plan, Recordkeeper will comply, and Recordkeeper will require any of its subcontractors or agents involved with the conduct of such Standard Transaction to comply, with each applicable requirement of HIPAA as respects that Standard Transaction, as follows:

- (a) When either party provides, transmits or exchanges data and information electronically to the other party with respect to any Plan, that party shall transfer the data and information in the code sets, data elements, and formats reasonably specified by Recordkeeper. To the extent required by HIPAA, Recordkeeper shall only specify and use the code sets, data elements and formats that comply with HIPAA. All electronic transmissions between the parties shall be to the address provided by the receiving party to the transmitting party. Plan Administrator authorizes Recordkeeper to submit such data and information to Plan Administrator in the specified electronic format after completion of successful testing thereof. If Plan Administrator is unable or unwilling to transfer data in the specified legal electronic format proposed by Recordkeeper, then Recordkeeper shall be under no obligation to receive or transmit data in any other format.
- (b) Recordkeeper shall use its reasonable efforts to provide Plan Administrator with at least sixty (60) days prior written notice of any proposed change by Recordkeeper to any code sets, data elements or segments, and formats then being used by the parties for purposes of the electronic exchange of data and information concerning any Plan.
- (c) Each party will take reasonable measures to ensure that its data transmissions concerning the Policy or containing any PHI are timely, accurate, complete, and secure, and will take reasonable precautions to prevent unauthorized access to the other party's data transmission or operating system. If either party receives data from the other party that was not intended for it, the receiving party will immediately notify the sender to arrange for, at the sender's sole election, the return, re-transmission or destruction of that data.

- (d) Each party will obtain and maintain, at its own expense, its own operating system necessary for timely, complete, accurate, and secure data transmission pursuant to this Agreement. Each party will pay its own costs related to data transmission under this Agreement, including, without limitation, charges for the party's own operating system equipment, software and services, maintaining an electronic mailbox, connection time, terminals, connections, telephones, internet service providers, modems, and applicable minimum use charges, except as otherwise provided in this Agreement or any other agreement between the parties. Each party will be responsible for its own expenses incurred in connection with translating, formatting, and sending or receiving communications over the electronic network to any electronic mailbox of the other party, except as otherwise provided in this Agreement or any other agreement between the parties.
- (e) Each party will provide the other party with all information (including, without limitation, access and security codes) reasonably necessary to allow access to the other party's operating system in order to successfully complete data transmissions and satisfy the transmission and security requirements provided in Agreement. Each party shall test, and cooperate with the other party in testing, each party's operating system to reasonably ensure the accuracy, timeliness, completeness, and confidentiality of each data transmission made in connection with any Plan.
- (f) Each party shall use its reasonable efforts in accordance with prudent business practices to provide uninterrupted access to the operating system of the other party for purposes of electronic transmissions concerning any Plan.
- (g) The parties shall use their good faith efforts to incorporate herein such applicable requirements of HIPAA that are hereafter adopted concerning the privacy, security, standardization or encryption of electronic data transmissions involving any Plan.

8.10 Access. Upon Employer's reasonable written request, Recordkeeper will make available to Employer or, at Employer's direction, to an individual participant in any Plan (or the individual's personal representative) any PHI (in its possession or under its reasonable control) concerning the individual in a Designated Record Set for his or her inspection and obtaining copies for so long as the PHI is so maintained by Recordkeeper. The PHI shall be made available in the format requested by the individual, unless the PHI is not readily producible in such format, in which case it shall be produced in a readable hard copy format. Recordkeeper shall have the right to charge the individual a reasonable cost-based fee, as permitted by 45 C.F.R. 164.524. Recordkeeper does not assume any obligation to coordinate access to PHI maintained by other business associates of Employer or any Plan. Recordkeeper shall make its internal policies, procedures, practices, books and records relating to its safeguarding, use or disclosure of PHI available to the Secretary, in a time and manner reasonably designated by the Secretary for purposes of determining Employer or any Plan's compliance with HIPAA.

8.11 Amendment of PHI. Upon Employer's request, Recordkeeper will promptly amend, or provide Employer with reasonable access to promptly amend, any portion of the PHI or any record in a Designated Record Set in accordance with 45 C.F.R. 164.526 for as long as the PHI

is maintained in a Designated Record Set in the possession or under the reasonable control of Recordkeeper.

8.12 Accounting. Recordkeeper will maintain a record for each disclosure of PHI, which is not excepted from disclosure accounting under HIPAA, including, without limitation, 45 C.F.R. 164.528, that Recordkeeper makes to any Person. That record shall include all information that Employer would be required under HIPAA to respond to a request by a participant in any Plan (or his or her personal representative) for an accounting of disclosures of PHI in accordance with HIPAA, including, without limitation, the information required by 45 C.F.R. 164.528(b)(2).

8.13 Breach of Obligations. If Employer determines that Recordkeeper has breached the provisions of this Article in any material respect and Recordkeeper has not remedied or cannot remedy that breach within fifteen (15) days after its receipt of written notification thereof from Employer, Employer may terminate the recordkeeping arrangement and this Agreement; if termination is not feasible, report the breach to the Secretary.

8.14 Return of PHI. Upon termination of the recordkeeping arrangement or this Agreement and as to the extent permitted by applicable law and as consistent with its other obligations and undertakings provided in this Article, Recordkeeper will, if feasible, return to Employer or destroy all PHI that Recordkeeper still maintains in any form, including all copies of any data or compilations derived from and allowing identification of any individual who is a subject of the PHI. Recordkeeper will complete such return or destruction as promptly as possible. Recordkeeper will identify the conditions that make the return or destruction of any PHI infeasible and any PHI that Recordkeeper cannot feasibly return to Employer or destroy. Recordkeeper will limit its further use or disclosure of that PHI to those purposes that make its return or destruction infeasible, and extend the safeguards and protections of this Agreement to that PHI.

8.15 Compliance By Employer. As between Employer and Recordkeeper, Employer shall be solely responsible for compliance with the applicable plan sponsor disclosure rules of 45 C.F.R. 164.504(f) and other requirements of HIPAA applicable to Employer as the sponsor and/or administrator of any Plan. As between a Plan and Recordkeeper, such Plan shall be solely responsible for its compliance with the applicable obligations and requirements under HIPAA applicable to that Plan as a covered entity. To the extent that Recordkeeper provides PHI (other than "summary health information," within the meaning of 45 C.F.R. 164.504(a), or enrollment information) to Employer in connection with the services performed under this Agreement or otherwise, Employer will ensure compliance with the requirements of HIPAA including 45 C.F.R. 164.504(f) with respect to that PHI. To the extent that Employer is relying upon the "summary health information" exception to the foregoing plan sponsor disclosure requirements, Employer will ensure, consistent with the provisions of 45 C.F.R. 164.504(f)(ii), that the information in question meets the requirements of that definition and that the information is sought for the purpose of obtaining premium bids or for modifying, amending or terminating the group health plan or any other legally permissible purpose.

8.16 Amendments to HIPAA. Upon the effective date of any final regulation or amendment to HIPAA that conflicts with any term of this Article or which imposes any

requirement, condition or obligation upon Recordkeeper, Employer or any Plan concerning the subject matter hereof that is not imposed by this Article, then this Article will be automatically amended to incorporate the applicable terms and conditions of that regulation or amendment such that this Article contractually imposes those terms upon the party or parties to which they apply. Any ambiguity in this Article shall be resolved in favor of a meaning that results in the parties complying with HIPAA.

8.17 Effective Date. This Article shall be effective on the effective date of this Agreement, except with respect to the applicable requirements of the HIPAA security standards for the protection of Electronic PHI set forth at Subpart C of Part 164 of Title 45 of the Code of Federal Regulations, which shall be effective on the later of the effective date of Agreement or April 20, 2005. The Employer or any Plan's engagement of Recordkeeper to perform any services during which Recordkeeper may create or have access to PHI shall constitute Employer and that Plan's acceptance of, and agreement to, all the terms and provisions of this Article.

8.18 ARRA Compliance. Recordkeeper acknowledges and agrees, as of the applicable effective dates for such provisions, Recordkeeper shall comply with each provision of the American Recovery and Reinvestment Act of 2009 ("ARRA") that extends HIPAA Privacy or Security Rule requirements to Business Associates of Covered Entities. The term "Business Associate" and "Covered Entity" shall have the meanings given such terms at 45 C.F.R. § 160.103.

8.19 Compliance with Breach Notification Rule. Recordkeeper shall report any Breach to Employer and Plan as soon as possible, but in no event later than 30 days after Recordkeeper becomes aware of any Breach. Recordkeeper shall, at the direction of the Plan, cooperate and assist in investigating the Breach, performing a risk assessment, determining whether the Breach is reportable under the Breach Notification Rule, and taking steps to minimize any adverse consequences resulting from the Breach. Recordkeeper shall take appropriate disciplinary action against any of its employees that were involved in the Breach. Recordkeeper shall not report the Breach to any individual, the Secretary or the media and shall keep the investigation strictly confidential. The Plan shall make the determination of whether the Breach is a reportable Breach under the Breach Notification Rule and shall comply with applicable reporting requirements.

SECTION IX

MISCELLANEOUS

9.01 Action by the Employer. Whenever under this Agreement the Employer is permitted or required to do or perform any act or thing, it shall be done and performed by an officer or a proper authority of the Employer.

9.02 Notices. All notices, advice, direction or reports required or permitted to be given under this Agreement shall be in writing and shall be mailed postage prepaid or delivered by hand and acknowledged by signed receipt, addressed as follows:

To Recordkeeper:

American Fidelity Assurance Company
Section 125 Administration
2000 Classen Center
P O Box 25510
Oklahoma City OK 73125-9889

To Employer at last known address

9.03 Applicable Law. The provisions of this Agreement shall be construed, administered, and enforced according to the laws of the State of Oklahoma.

9.04 Amendment. This Agreement may be amended by Recordkeeper by written notice to Employer.

9.05 Titles. The title of the Articles and Paragraphs hereof are included for convenience only and shall not be construed as a part of this Agreement or in any respect affecting or modifying its provisions.

9.06 Severability. If any provision or provisions of this Agreement shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of this Agreement, but shall be fully severable and the Agreement shall be construed and enforced as if said illegal or invalid provisions had never been inserted herein.

9.07 Controlling Agreement. This Agreement supersedes and replaces any prior agreement between the parties with respect to the subject matter contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the _____ day of _____, 20____.

Elk Grove Unified School District
(Name of Employer)

WITNESS: _____

BY: _____

Title

American Fidelity Assurance Company,
a corporation

WITNESS: _____

BY: _____

Recordkeeper

THIS AGREEMENT IS NULL AND VOID IF ALTERED IN ANY WAY

ELK GROVE UNIFIED SCHOOL DISTRICT

21

Agenda Item No:

Supplement No.

Meeting Date:

May 7, 2013

Board Agenda Item

Subject:

Department: Fiscal Services

Franklin High School – Associated Student Body AVID (Advancement Via Individual Determination) 2012/13 Scholarship Expenditure

Action Requested:

The Board of Education is asked to approve the Franklin High School – Associated Student Body AVID 2012/13 Scholarship Expenditures.

Discussion:


In accordance with Education Code 48930, the Board of Education is asked to approve the Franklin High School – Associated Student Body AVID 2012/13 Scholarship Expenditure request. All AVID twelfth graders have the opportunity to apply for the scholarships. Applicants complete an application that asks students about their academic background and their participation in the AVID program. In addition, students are required to include transcripts. A selection panel comprised of AVID faculty and school administration review the applications and score according to a rubric. The top eight applicants are to be awarded \$375 scholarships. Scholarship payments will be made payable to the student’s institution of higher learning and are made possible by fundraising activities.

Financial Summary:

Eight - \$375 scholarships paid from Franklin High School Associated Student Body Funds.

Prepared By: Carrie Hargis

Division Approval:

Rich Fagan 

Prepared By: _____

Superintendent Approval:

Steven M. Ladd, Ed.D. 

Board Agenda Item

Subject:**Department:** Fiscal Services

Pleasant Grove High School – Associated Student Body Scholarship Expenditure

Action Requested:

The Board of Education is asked to approve the Pleasant Grove High School – Associated Student Body Scholarship Expenditures.

Discussion:

In accordance with Education Code 48930, the Board of Education is asked to approve the following Pleasant Grove High School – Associated Student Body Scholarship Expenditure request.

Top Score in the Eagle Award Nominations-One \$500 Scholarship

Through a process that started when PGHS had its first senior class the top 10-15 seniors at PGHS are selected based on the following process:

- Teachers are given a list of seniors at the end of the third quarter. They are then asked to select the 10 MOST OUTSTANDING seniors that they have had contact with over the four years these students have attended PGHS.
- That list is compiled into students who receive at least 4 nominations. This list usually consists of 50-70 students.
- A meeting of all of the candidates is held where an application is provided to the students. They are then told the criteria for the award and instructed to fill out the application if they wish to apply
- Once applications are turned in a panel of 10 PGHS employees score the applications.
- From that the EAGLE AWARD WINNERS are selected.
- The scholarship winner is the student who compiles the highest score based on the panels scoring.
- Winner receives a \$500 scholarship paid through ASB funds.

Top Leadership student over 4 years-One \$500 Scholarship

- All ASB seniors are eligible to win this award.
- Those who wish to apply submit a summary of their career work for leadership at PGHS.
- A packet is created of the applications.
- All ASB students read the applications.
- They then select the student who based on the criteria and body of work is most deserving of this award.
- Top vote getter gets \$500 scholarship paid through ASB funds.

*** One student cannot win both of the leadership scholarships.

Discussion Continued:

Top Leadership student for the year of the award ceremony-One \$500 Scholarship

(Example: 2013 Leadership Student of the Year)

- All ASB seniors are eligible to win this award.
- Those who wish to apply submit a summary of their work during that calendar year @ PGHS.
- A packet is created of the applications.
- All ASB students read the applications.
- They then select the students who based on the criteria and body of work is most deserving of this award.
- Top vote getter gets \$500 scholarship paid through ASB funds
*** *One student cannot win both of the leadership scholarships.*

Financial Summary:


One- \$500 Top Score in the Eagle Awards scholarship

One- \$500 Top Leadership Student Over Four Years

One- \$500 Top Leadership Student of the Year

All scholarships are paid from Pleasant Grove School Associated Student Body Funds and made possible by fundraising activities.

Prepared By: Carrie Hargis

Division Approval: Rich Fagan 

Prepared By: _____

Superintendent Approval: Steven M. Ladd, Ed.D. 

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 23
Supplement No. _____
Meeting Date: May 7, 2013

Board Agenda Item

Subject: 2013-14 LIFE INSURANCE PROVIDER
Department: Fiscal Services

Action Requested:
The Board of Education is asked to approve Hartford Insurance as the District's Life Insurance carrier beginning July 1, 2013

Discussion:
With the assistance of Keenan and Associates, the District's insurance broker, marketing requests for proposals (RFP) for life insurance carriers were requested for 2013-14.

The District provides life insurance in accordance with negotiated agreements and the current carrier is Principal Financial. The District's 2012-13 rates are \$0.078 per \$1,000 of coverage for an estimated annual cost of \$278,038. The renewal estimate from Principal Financial reflected a rate of \$0.083 per \$1,000 of coverage (6.41% increase) or an additional cost to the District of \$17,823. However, Hartford Insurance provided a rate quote of \$0.078 for the same level of coverage with a few minor benefit enhancements. This quote would result in zero increased costs for the same benefit level of District paid life insurance coverage in 2013-14.

Attachment to Follow

Financial Summary:
No cost impact.

Prepared By: Carrie Hargis Division Approval: Rich Fagan
Prepared By: _____ Superintendent Approval: Steven M. Ladd, Ed.D.

Board Agenda Item

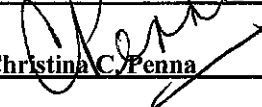
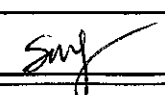
Subject:
Out-of-State Field trip **Division:** Secondary Education

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

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

School	Field Trip Destination	Field Trip Purpose	Dates of Trips
Cosumnes Oaks HS	Oregon State University	Football Team Camp	June 21 – 24, 2013

Financial Summary:

Prepared By: Libby Sidhu Division Approval: 
Prepared By: _____ Superintendent Approval: Steven M. Ladd, Ed.D. 

Board Agenda Item

Subject:

Department: Finance & School Support

RECEIPT OF BIDS AND AWARD OF A CONTRACT FOR E-RATE NETWORK EQUIPMENT.

Action Requested:

The Board of Education is asked to authorize the contract and award for furnishing E-RATE NETWORK EQUIPMENT.

Discussion:

On February 14, 2013 bids were opened and read aloud in the Office of the Director of Purchasing at 2:00 p.m. Ten (10) vendors responded.

The bid results are in the Purchasing Department for further review.

The Administration recommends the award of contract for E-RATE NETWORK EQUIPMENT to Decotech Systems.

E-RATE NETWORK EQUIPMENT – \$700,800.03


The equipment purchased under this contract will provide network connectivity at sites qualifying for Priority 2 E-Rate funding (Internal Connections). These are sites that qualify for 90% discounts under the E-rate program based on the number of students qualifying for free/reduced lunch. The products covered by this contract are eligible for E-rate discounts. The purchase of the items in the bid is contingent on funding approval from the E-rate program and from the EGUSD board. It does not obligate EGUSD to purchase anything at this time. EGUSD has the option to purchase some, none or all of the items listed in the bid at the contracted prices. The E-rate discounts are applied to the purchase by the vendor(s), meaning that EGUSD will pay approximately 10% of the total price for items that are purchased under this contract.

E-Rate is a federal program implemented to provide rebates and discounts on data and telecommunications services and equipment for schools and libraries. Funding for the program is provided by the Universal Service Fund fees on telecommunications services.


Financial Summary:

Funding source has been budgeted – 01-842-5513-7200-0000-0000-0-594x (Telephone Services)

Prepared By: Steve Mate

Division Approval: Rich Fagan 

Prepared By: _____

Superintendent Approval: Steven M. Ladd, Ed.D. 

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 26

Board Agenda Item

Supplement No. _____

Meeting Date May 7, 2013

Subject:

Division: Facilities and Planning

**Fencing Addition at Elk Grove Charter School
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 installs a new ornamental fencing and gate system on the south side of the classroom building that will complete a secure perimeter and require all visitors to check in at the school office prior to entering the campus.

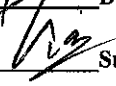
The Administration will be opening bids on April 23, 2013, at 2:00 p.m. When the bids are opened a tabulation of bids and a recommendation for the lowest, responsible, responsive bidder will be made.

A revised board agenda item with the staff recommendation and tabulation of bids will be provided for the board prior to the board meeting.

Financial Summary:

The 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: Steven M. Ladd Ed.D. 

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 27

Board Agenda Item

Supplement No. _____

Meeting Date May 7, 2013

Subject: _____ **Division:** Facilities and Planning
**New Dillard Elementary School – Increment #1
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 will set the stage for the New Dillard Elementary School construction project by relocating critical utilities, relocating three (3) portable classrooms, developing ½ of the ultimate future parking lot, and constructing a combination utility control and playground restroom building. Construction of these facilities will provide space and adequate utilities, infrastructure, parking, and fire protection for the existing campus to co-exist with the construction of the new school, scheduled to begin in 2014.
The Administration will be opening bids on April 25, 2013, at 2:00 p.m. When the bids are opened a tabulation of bids and a recommendation for the lowest, responsible, responsive bidder will be made.
A revised board agenda item with the staff recommendation and tabulation of bids will be provided for the board prior to the board meeting.

Financial Summary:
The 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:** Steven M. Ladd Ed.D.