

AGENDA  
ELK GROVE UNIFIED SCHOOL DISTRICT  
Regular Meeting of the Board of Education  
Board Room, Education Center  
9510 Elk Grove-Florin Road  
Elk Grove, CA 95624  
June 18, 2013  
Closed Session – 5:00 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 – 5:00 p.m.

2 Hours

1. Superintendent's Evaluation (5:00-6:15 p.m.)

2. Conference with Labor Negotiators (6:15-6:30 p.m.)

Agency designated representatives: Glen De Graw, Richard Fagan,  
Steven M. Ladd, Karen Rezendes

Employee Organization: All Elk Grove Unified School District  
Bargaining Units

3. Public Employee Appointment/Employment: Elementary and Middle School  
Principals and Elementary School Vice Principals (6:30-6:45 p.m.)

4. Conference with Legal Counsel – Existing Litigation (Government Code Section  
54956.9(d)(1) Northern District of California Court, Case  
No. 2:12-CV-02431-MCE-GGH - (6:45-7:00 p.m.)

I. Pledge of Allegiance

5 Minutes

II. Presentations/Recognitions

5. Nature Bowl Semi-Finals

10 Minutes

6. Athletic Recognition

10 Minutes

7. U.C. Davis Mondavi Arts Education Program Recognition

10 Minutes

III. Student Expulsion Recommendations

8. Requests for Student Expulsions

5 Minutes

9. Requests for Return from Student Expulsions

5 Minutes

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IV. Budget Update	
V. Board Member Reports	
VI. Public Comment	
VII. Bargaining Units	
VIII. Reports	
IX. Public Hearing/Action Item	
10. Adjustment to School Facilities Fees	10 Minutes
X. Discussion Items	
11. Elk Grove Unified School District 2013-2014 Tax Report and First Reading of Ordinance No. 2, 2014-2014	10 Minutes
12. Recognition Activities	15 Minutes
13. Community Engagement	15 Minutes
14. District Reorganization	15 Minutes
XI. Action Items	
15. Resolution to Eliminate or Reduce Classified Positions	5Minutes
16. Grievance Settlement Agreement and Memorandum of Understanding Between Elk Grove Unified School District and Elk Grove Education Association	
17. Payment for Services Rendered by Healthcare Consultant	5 Minutes
XII. Consent Agenda – Action	5 Minutes
18. Approval of Minutes	
19. Personnel Actions	
20. Teaching and Counseling Agreement between Elk Grove Unified School District and the University of San Francisco	
21. Visiting Educator Release Time Agreement with the California Teachers Association (CTA) for Certificated Employee Ernest “Toby” Boyd	
22. Approval of Purchase Order History	
23. Approval of Warrant Register	
24. Disposal of Obsolete Property	
25. Acceptance of Gifts	
26. Agreement for Special Services	
27. Receipt of Bids and Award of Contract for Food and Nutrition Services – Paper Bid #535-12/13	

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Item

Time – Approximate

XII. Consent Agenda – Action (Continued)

28. Receipt of Bids and Award of Contract for Food and Commodity Products – Bid #534-12/13
29. Approval of Technology Services Department to Rent/Lease copier Equipment as Required Cooperatively Through WSCA (Western States Contracting Alliance)
30. Approval to Enter Into a Purchase Agreement for Three (3) Blue Bird Buses BBDV2311S
31. 2013 Fencing at John Reith and Union House Elementary Schools, Award of Contract
32. Florin Elementary School HVAC Replacement, Acceptance and Notice of Completion
33. Gate Project at Valley High School, Award of Contract
34. Gate Project at Florin High School, Award of Contract
35. 2013-14 Ratification of CIF Representatives
36. 2012-13 State Preschool Program Self-Evaluation
37. 2012-13 State Pre-Kindergarten Support Program Self-Evaluation
38. THINK Together Contracts
39. ASES Memorandum of Understanding with Target Excellence
40. 2013-14 Butte County Office of Education Migrant Education District Service Agreement

XIII. Other Action Items

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

XIV. Information Items

42. Other Items from the Floor 5 Minutes
43. 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.

## Board Agenda Item

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

Meeting Date: June 18, 2013**Subject:**

Nature Bowl Semi-Finals

Division: PreK-6 Education**Action Requested:**

The Board of Education is requested to recognize our students for their outstanding achievements, as 2012 – 2013 Nature Bowl Semi-Finalists.

**Discussion:**

For the first time this year, six of our elementary schools participated in the Nature Bowl Semi-Finals. The Nature Bowl Semi-Finals took place on May 1, 2013 at the Stone Lake National Wildlife Refuge.

The Nature Bowl is a team competition for 3<sup>rd</sup> – 6<sup>th</sup> grade students. Activities focus on regional ecology, natural history, and conservation. Its purpose is to motivate students, reinforce environmental concepts, connect science to the environment, and involve students in community conservation projects. The Nature Bowl also serves as a model for teachers to use in their environmental education instruction.

Students from David Reese, Samuel Kennedy, Isabelle Jackson, Herman Leimbach, Anna Kirchgater and Charles Mack Elementary Schools participated in this worthy endeavor. The activities included:

- |                       |  |
|-----------------------|--|
| Team Problems         | • Teams of three are given a series of questions. Team members quietly discuss their answer. One team member responds.                                     |
| Bell Ringers          | • Short answer questions were given for all teams to answer on a "first-ring" basis. Each team was given a bell to signal an answer.                       |
| Nature Investigations | • Teams answered a set of questions. Emphasis was on team work for problem solving.  |
| Nature Relays         | • Items representing environmental concepts were placed in a snow saucer. Teams chose the item from the saucer that represented the environmental concept. |
| Enviro-Mercial        | • Students prepared a commercial focusing on a local environment problem and solution.   |
| Nature Games          | • Teams participated in an active, thought-provoking nature game experience.   |

The key coordinators of this wonderful learning experience were EGUSD Board Member Priscilla Cox, EGUSD retiree Ellen Vasta, EGUSD Program Specialist Peggy Barrad, Department of Fish and Game Representative Bruce Forman and U.S. Fish and Wildlife Department Representative Amy Hopperstad. Transportation for this event was provided through a grant from U.S. Fish and Wildlife Department.

The competition concluded with an awards ceremony where all students and team leaders received a medal donated by the Stone Lakes National Wildlife Association.

**Financial Summary**

N/A

Prepared By: Donna M. Cherry 

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

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

Superintendent Approval: 

**Board Agenda Item**Meeting Date June 18, 2013**Subject:**

Athletic Recognition

Division: Secondary Education**Action Requested:**

The Board is asked to recognize CIF Sac-Joaquin Section Spring Sport Champions

**Discussion:**

The Board is asked to recognize the Elk Grove High School baseball team for winning the CIF Sac-Joaquin Section Division I Championship. The Herd defeated fellow EGUSD schools, Franklin and Pleasant Grove to win the Division I North Title and then beat the Division I South Champion, St. Mary's High School 9-1 and 11-2 to sweep the best of three series. This is the seventh section baseball championship for the Thundering Herd.

**Financial Summary:**

N/A

Prepared By: Jim SmrekarDivision Approval: Christina Penna

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

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

**ELK GROVE UNIFIED SCHOOL DISTRICT**Agenda Item No: 7**Board Agenda Item**

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

Meeting Date: June 18, 2013**Subject:**Division: PreK-6 Education**UC Davis Mondavi Arts Education Program****Action Requested:**

The Board of Education is requested to honor and recognize the work of the UC Davis Mondavi Center for the Performing Arts and the continuing partnership with Elk Grove Unified School District.

**Discussion:**

Since the 2007-2008 school year, the UC Davis Mondavi Center Arts Education Program has partnered with Elk Grove Unified School District in providing the finest opportunities for students to experience and appreciate the performing arts.

This year, Ms. Joyce Donaldson, Associate to the Executive Director for Arts Education at the Mondavi Center, received a grant from Target which provided, at no charge, 1,500 student matinee performance tickets as well as the funding for roundtrip transportation costs for ten EGUSD Elementary Schools. The Mondavi Center is located on the campus of UC Davis. This year, these elementary schools attended the following performances:

**ELEMENTARY SITES**

Helen Carr Castello  
Cosumnes River  
John Ehrhardt  
Franklin  
Charles Mack  
Barbara Comstock Morse  
Prairie  
John Reith  
Stone Lake  
Irene B. West

**PERFORMANCES**

Campania Mazatlan Bellas Arts  
Gerturde McFuzz- A Dr. Seuss Classic  
Campania Mazatlan Bellas Arts  
Campania Mazatlan Bellas Arts  
Campania Mazatlan Bellas Arts  
Gerturde McFuzz- A Dr. Seuss Classic  
Campania Mazatlan Bellas Arts  
St. Louis Symphony  
St. Louis Symphony  
Gerturde McFuzz- A Dr. Seuss Classic

Elk Grove Unified School District would like to express its thanks to Joyce Donaldson as well as recognize and honor the UC Davis Mondavi Arts Education Program for its work and commitment to providing opportunities for students to gain knowlege, appreciate, and experience the performing arts.

**Financial Summary**

N/A

Prepared By: Donna M. Cherry *DMC* Division Approval: \_\_\_\_\_Prepared By: \_\_\_\_\_ Superintendent Approval: *Smj*

**Board Agenda Item****Subject:****Division:** Facilities and Planning**Adjustment to School Facilities Fees****Action Requested:**

The Board is asked to 1) conduct a public hearing to receive oral and written comments regarding the adjustment to the school facilities fees, 2) close the public hearing, 3) review, consider and adopt the findings contained in Resolution No. 61, 2012-13 approving the April 2013 School Facilities Needs Analysis and the increased Level 2 and Level 3 Fees for residential development identified therein.

**Discussion:**

Pursuant to Government Code Sections 65995.5 et. seq., the District is required to adopt a School Facilities Needs Analysis (SFNA) in order to levy on new residential construction alternative school impact fees (Level 2 and Level 3 Fees) that are higher than the statutory (Level 1) fees set by the State of California. The April 2013 SFNA, prepared by Paoli & Odell, Inc., demonstrates that the District may impose \$4.67 per square foot in Level 2 Fees and \$9.33 per square foot in Level 3 Fees on new residential construction. Prior to adopting the SFNA, the Board must conduct a public hearing and respond to any comments it receives.

This new Level 2 rate of \$4.67 represents an increase of \$0.01 from the current square footage rate of \$4.66, which was adopted by the Board of Education on July 10, 2012. To put this fee increase into perspective, based upon the proposed new rate, the school impact fee for the construction of a new 2,200 square foot home in our district would go from \$10,252 to \$10,274.

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

The District's April 2013 SFNA is attached and was made available for public review at least 30 days prior to the public meeting, beginning on May 17, 2013, as required by law for the adoption of alternative school fees. At the June 4, 2013 meeting, the Board of Education received information regarding the April 2013 SFNA and the proposed school impact fee increase.

It is recommended that the Board review, consider, and adopt the findings contained in Resolution No. \_\_\_, 2012-13 approving the April 2013 SFNA and adopting the increased Level 2 Fees and Level 3 Fees for new residential development identified therein.

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

**Financial Summary:** N/A**Prepared By:** Kim Williams**Division Approval:** Robert Pierce *RP***Prepared By:** \_\_\_\_\_**Superintendent Approval:** Steven M. Ladd, Ed.D. *smj*

**RESOLUTION NO. 61**

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

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

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

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

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

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

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

**WHEREAS**, the District has prepared an analysis entitled "Schools Facility Needs Analysis/Development Fee Justification Study," dated April 2013, (the “Needs Analysis”) for purposes of adopting alternative school facility fees pursuant to Government Code Sections 65995.5 (“Level 2 Fee”) and 65996.7 (“Level 3 Fee”) (collectively referred to as “Alternative School Facility Fees”) in accordance with applicable law; and

**WHEREAS**, the Board has reviewed and considered the Needs Analysis which includes all of the findings required by applicable law, including an analysis of the



purpose of the Alternative School Facility Fees and the reasonable relationship between the Alternative School Facility Fees and the need for new school facilities to accommodate students generated from new residential construction; and

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

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

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

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

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

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

(a)     Prior to the adoption of this Resolution, the Board conducted a public hearing to adopt the Needs Analysis at its June 18, 2013 regular meeting, at which time all persons desiring to comment on the Needs Analysis were heard and all information was duly considered.

(b)     Notice of the time and place of the public hearing, including the location and procedure for viewing or requesting a copy of the proposed Needs Analysis and any proposed revision of the Needs Analysis, has been published in a newspaper of general circulation in accordance with Government Code Section 65995.6(d), and a

notice, including a statement that the Needs Analysis required by Government Code Section 65995.6 was available, was mailed at least 30 days prior to the public hearing to any interested party who had previously filed a written request with the District for mailed notice of the meeting on new or increased fees or service charges within the period specified by law.

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

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

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

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

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

(c) Without the addition of new school facilities, further residential development projects within the District will result in a significant decrease in the quality of education presently offered by the District;

(d) New residential development is projected within the District's boundaries and the enrollment produced thereby will exceed the capacity of the schools of the District. Projected development within the District, without additional school facilities, will result in conditions of overcrowding which will impair the normal functioning of the District's educational programs;

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

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

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

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

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

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

Section 4. Determination of Eligibility.

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

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

Section 5. Adoption of Needs Analysis.

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

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

(a) **Level 2 Fees.** The Level 2 Fee for new residential construction is hereby established and set at the rate of \$4.67 per square foot of residential development. The Level 2 Fee shall be collected as a precondition to the issuance of any building permit for construction within the District's boundaries.

(b) **Level 3 Fees.** In accordance with the provisions of Government Code Section 65995.7, the District's Board is authorized to establish a fee in an amount higher than the Level 2 fee in the event the State Allocation Board is no longer approving

apportionments for new construction in accordance with Education Code Section 17072.20 et seq. due to lack of funds, and the State Allocation Board has notified the Secretary of the Senate and Chief Clerk of the Assembly, in writing, of the determination that such funds are no longer being allocated. However, Senate Bill 1016 passed in June 2012 temporarily precludes districts from charging Level 3 Fees for the duration of this Resolution. In the event that on or before the Anniversary Date of this Resolution as defined below, the law is changed to again permit districts to levy Level 3 Fees. The Level 3 Fee for residential construction is hereby established and set at the rate of \$9.33 per square foot of residential development.

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

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

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

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

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

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

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

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

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

Section 11. Effective Date. The Board orders that the fees established hereby shall take effect immediately after adoption of this Resolution and shall be in effect for one (1) year.

Section 12. Notification of Local Agencies. The Secretary of the Board or District staff designee is hereby directed to forward certified copies of this Resolution,

accompanied by all relevant supporting documentation including the Needs Analysis, and a map of the boundary area of the District subject to the Level 2 Fees and Level 3 Fees, to all appropriate land use jurisdictions issuing building permits within the District, informing each of them of the District's current school facilities fee for development projects.

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

**APPROVED, PASSED and ADOPTED** by the governing board of the Elk Grove Unified School District this 18<sup>th</sup> day of June 2013, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Secretary, Governing Board  
Elk Grove Unified School District

# **School Facilities Needs Analysis**

*Prepared for*

**Elk Grove Unified School District**

**April 2013**

**ODELL Planning & Research, Inc.**

*School Facility Planning • Environmental Analysis • Demographics*



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# **School Facilities Needs Analysis**

*Prepared for*

**Elk Grove Unified School District**

9510 Elk Grove-Florin Road

Elk Grove, California 95624

(916) 686-7711

*Prepared by*

**Odell Planning & Research, Inc.**

School Facility Planning, Environmental Analysis, Demographics

7600 N. Ingram Avenue, Suite 121

Fresno, California 93711

(559) 233-7260

**April 2013**

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## INTRODUCTION

School districts are authorized to collect fees on new residential and commercial/industrial development in accordance with Education Code Section 17620 and Government Code Section 65995. The traditional development fees, referred to as "Level 1" fees, are currently capped at \$3.20 per square foot for residential development and \$0.51 per square foot for commercial/industrial development. The law provides for the Level 1 fee caps to be adjusted by the State Allocation Board every two years at its January meeting. The next possible adjustment could take place in January 2014.

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

This School Facilities Needs Analysis is intended to replace the analysis prepared in May 2012 and adopted on July 10, 2012. A School Facilities Needs Analysis may be revised any time and is subject to the same conditions and requirements applicable to the original adoption. The alternative fees adopted in accordance with the prior needs analysis are effective for no more than one year.

The current Level 2 fee is \$4.66 per square foot. This updated analysis justifies an increase in the Level 2 fee to \$4.67 per square foot.

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

- (1) The district must make timely application to and be determined to be eligible by the State Allocation Board for new school facility construction funding.
- (2) The district must satisfy at least two of the four requirements set forth in Government Code Section 65995.5 (b)(3). The four requirements are:
  - (a) the district has substantial enrollment on a multi track year-round schedule;
  - (b) the district has placed a local general obligation bond measure for school facilities on the ballot in the last four years that received at least 50 percent plus one vote;
  - (c) the district has issued debt or incurred obligations for capital outlay in an amount equivalent to 15 percent of its local bonding capacity; or in an amount equivalent to 30 percent of such local bonding capacity, if special taxes levied pursuant to Chapter 2.5 (commencing with Section 53311) of Division 2 of Title 5, approved by a vote of landowners after November 4, 1998, are included in the repayment of indebtedness; and
  - (d) at least 20 percent of the district's teaching stations are relocatable classrooms.

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

## LEVEL 2 AND LEVEL 3 FEE JUSTIFICATION

### INTRODUCTION

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

### STEP 1: FIVE-YEAR PROJECTION OF RESIDENTIAL UNITS

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

Residential development activity in the District between January 1, 2008, and December 31, 2012, based on developer fee records, is shown below on Table 1-1.

**TABLE 1-1**  
**Elk Grove Unified School District**  
**RESIDENTIAL DEVELOPMENT 2008-2012**

Year	Single Family Units	Multiple Family Units	Condominium Units	Total Residential Units
2008	482	423	45	950
2009	437	0	33	470
2010	445	0	0	445
2011	470	204	0	674
2012	722	102	0	824
Total	2,556	729	78	3,363
Average	511	146	16	673

Source: Elk Grove Unified School District (Developer Fee Records), 2008-2012

Table 1-1 indicates that developer fees were paid for 2,556 single family units in the District during the past five years. This is an average of 511 single family units per year. As shown in Table 1-1, single family residential development activity did not exceed 482 units in the four years from 2008-2011. However, the number of units increased substantially to 722 units in 2012, which is indicative of an improving housing market.

The number of multiple family units has ranged from a high of 423 units in 2008 to a low of zero units in 2009 and 2010. The annual average for the past five years was 146 units.

Table 1-1 indicates that developer fees were paid for 45 condominium units in 2008 and 33 units in 2009, but no units during the past three years. The annual average for the past five years was 16 units.

The Sacramento County 2030 General Plan update was adopted by the Sacramento County Board of Supervisors on November 9, 2011. The County currently has adequate residential holding capacity to meet its housing needs through 2030. Approximately 60% of this existing holding capacity is in the Elk Grove Unified School District. Key changes in the 2030 General

Plan update include a new growth management strategy, a stronger focus on addressing existing communities and revitalizing aging commercial corridors, a new Economic Development Element, and strategies to reduce greenhouse gas emissions consistent with state law.

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

Projections for residential development during the next five years are presented in Table 1-2. Table 1-2 projects that approximately 5,200 single family units, 775 multiple family units and 50 condominium units will be constructed during the next five years. The projections take into consideration current housing market conditions (which are improving), adopted land use plans and approved development projects.

**TABLE 1-2**  
**Elk Grove Unified School District**  
**PROJECTED RESIDENTIAL DEVELOPMENT**

Year	Single Family Units	Multiple Family Units	Condominium Units	Total Residential Units
2013-14	1,000	100	0	1,100
2014-15	1,000	250	0	1,250
2015-16	1,025	75	0	1,100
2016-17	1,075	200	0	1,275
2017-18	1,100	150	50	1,300
Total	5,200	775	50	6,025

Source: Elk Grove Unified School District, 2013 (Appendix B-1)

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

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

**TABLE 2-1**

**Elk Grove Unified School District  
STUDENT GENERATION RATES**

Grade Level	Single Family Units	Multi-Family Units	Condo Units
Elementary (K-6)	0.3812	0.3059	0.1291
Middle School (7-8)	0.1238	0.0782	0.0430
High School (9-12)	0.2076	0.1591	0.0762
Total (K-12)	0.7126	0.5432	0.2483

Source: Elk Grove Unified School District (Appendix B-2), 2013

Table 2-2 shows the projected number of students generated by residential units constructed during the next five years. As indicated by the table, a total of 2,225 elementary school students, 707 middle school students and 1,207 high school students are projected to be generated by residential units projected to be constructed during the next five years.

The number of students generated in Table 2-2 is adjusted in Table 2-3 to account for the number of Special Day Class (SDC) students that would be generated by new development. Based upon the existing percentage of SDC students in each grade grouping, Table 2-3 estimates the number of SDC students generated by new development (12 Non-severe and 90 Severe) and subtracts them from the number of students projected in Table 2-2. The net number of students generated by new development, less SDC students, would be 2,177 in grades K-6, 692 in grades 7-8 and 1,168 in grades 9-12.

**TABLE 2-2**

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

Grade Level	Number of Units	Student Generation Rate	New Development Students
<i>Single Family Development</i>			
K-6	5,200	0.3812	1,982
7-8	5,200	0.1238	644
9-12	5,200	0.2076	1,080
<i>Multiple Family Development</i>			
K-6	775	0.3059	237
7-8	775	0.0782	61
9-12	775	0.1591	123
<i>Condominium Development</i>			
K-6	50	0.1271	6
7-8	50	0.0435	2
9-12	50	0.0870	4
<i>Total Students From New Development</i>			
K-6			2,225
7-8			707
9-12			1,207

Source: Elk Grove Unified School District (Student Generation Rates), 2013; Odell Planning & Research, Inc., 2013

**TABLE 2-3**  
**Elk Grove Unified School District**  
**SDC STUDENTS GENERATED BY NEW RESIDENTIAL UNITS**  
**(FIVE YEARS)**

Grade Level	Students Projected in Table 2-2	SDC Percentage		SDC Students		Table 2-2 Students Less SDC
		Non- severe	Severe	Non- Severe	Severe	
K-6	2,225	0.50%	1.67%	11	37	2,177
7-8	707	0.06%	2.03%	0	14	692
9-12	1,207	0.10%	3.15%	1	38	1,168
Total SDC				12	90	

Source: Elk Grove Unified School District, 2013; Odell Planning & Research, Inc., 2013

### STEP 3: DETERMINE EXCESS FACILITIES CAPACITY

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

Section 65995.6(b)(2) of the Government Code requires that the analysis "identify and consider the extent to which projected enrollment growth may be accommodated by excess capacity in existing facilities." To determine whether there is any excess capacity to house new development students, Table 3-1 compares the 2012-13 enrollment in each grade grouping to the existing school building capacity. As shown by Table 3-1, facilities capacity exists to accommodate 59 students from new development in grades 7-8, 179 students in grades 9-12 and 789 SDC Non-severe students. Table 3-1 indicates the District currently needs capacity for 5,782 students in grades K-6 and 1,028 SDC Severe students.

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

Grade Level	Facilities Capacity	2012-13 Enrollment	Excess Capacity (or Capacity Needed)
K-6	26,339	32,121	None (5,782)
7-8	9,547	9,488	59
9-12	19,055	18,876	179
SDC Non-severe	975	186	789
SDC Severe	315	1,343	None (1,028)

Source: Elk Grove Unified School District, 2013



#### **STEP 4: DETERMINE NUMBER OF UNHOUSED STUDENTS GENERATED BY NEW DEVELOPMENT**

The number of unhoused students from new development for the next five years is determined in Table 4-1 by subtracting any available capacity in Table 3-1 from the number of students generated by new development. Since there is no capacity available in grades K-6 and SDC Severe, all of the students projected from new development in grades K-6 and SDC Severe will be unhoused. However, Table 4-1 shows that there is excess capacity for 59 students in grades 7-8, 176 students in grades 9-12 and 789 SDC Non-severe students. Therefore, the number of unhoused students generated by new development would be 633 in grades 7-8, 989 in grades 9-12 and none in the SDC Non-severe category.

**TABLE 4-1**  
**Elk Grove Unified School District**  
**UNHOUSED STUDENTS GENERATED BY NEW DEVELOPMENT**

Grade Level	New Development Students	Excess Capacity	Unhoused Students
K-6	2,177	0	2,177
7-8	692	59	633
9-12	1,168	179	989
SDC Non-severe	12	789	0
SDC Severe	90	0	90

Source: Odell Planning & Research, 2013; Elk Grove Unified School District, 2013

#### **STEP 5: CALCULATE ALLOWABLE SCHOOL FACILITIES COSTS**

School facilities costs are broken down into three categories: building construction, site acquisition and site development. The allowable District cost of school building construction for unhoused students from new development is calculated by multiplying the number of new development students needing facilities by the per student cost allowances specified in Education Code Section 17072.10(a), as annually adjusted by the State Allocation Board.<sup>1</sup> The allowances used in this report include the adjusted additional grants for automatic fire detection and sprinkler systems.

As indicated by Table 5-1, the total allowable District building construction cost for unhoused students generated by new development during the next five years is \$43,897,627.

<sup>1</sup> The per student cost allowances are intended to provide the District's 50 percent share of the cost of facilities, with the remaining 50 percent provided by the state building program. The actual District cost for school facilities may be greater than the state allowances.

**TABLE 5-1**  
**Elk Grove Unified School District**  
**ALLOWABLE BUILDING CONSTRUCTION COST FOR UNHOUSED**  
**NEW DEVELOPMENT STUDENTS**

Grade Level	Unhoused Students	Cost Per Student	Allowable Cost
K-6	2,177	\$9,926	\$21,608,902
7-8	633	\$10,524	\$6,661,692
9-12	989	\$13,347	\$13,200,183
SDC Non-severe	0	\$18,702	\$0
SDC Severe	90	\$27,965	\$2,516,850
Total			\$43,987,627

Source: Odell Planning & Research, Inc., 2013; State Allocation Board, January 2013.

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

Site acquisition costs are estimated by the District, as follows: \$2,095,839 for an elementary school site and \$15,928,378 for a combined middle school and high school site (see Appendix B-3). (Future middle and high schools will be constructed on combined sites). One-half of these respective amounts, divided by a typical capacity of 850 for an elementary school, 1,200 for a middle school and 2,200 for a high school (3,400 total for secondary grades), equals an allowable District cost per student for site acquisition of \$1,233 per elementary school student and \$2,342 per middle and high school student. Site acquisition costs for SDC students were calculated based on a weighted average between elementary and secondary costs based on the projected proportion of SDC students in the elementary and secondary grades.

Table 5-2 indicates that the total allowable site acquisition cost to accommodate projected students from new development is \$6,653,605.

**TABLE 5-2**

**Elk Grove Unified School District  
ALLOWABLE SITE ACQUISITION COST FOR UNHOUSED  
NEW DEVELOPMENT STUDENTS**

Grade Level	Unhoused Students	Cost Per Student	Allowable Cost
K-6	2,177	\$1,233	\$2,684,241
7-8	633	\$2,342	\$1,482,486
9-12	989	\$2,342	\$2,316,238
SDC Non-severe	0	\$1,382	\$0
SDC Severe	90	\$1,896	\$170,640
Total			\$6,653,605

Source: Elk Grove Unified School District (Appendix B-3), 2013; Odell Planning & Research, Inc., 2013

Allowable site development costs include service site, offsite, utilities and general site costs. One-half the estimated service site, offsite, and utilities costs are allowable. Allowable general site amounts are based on a per acre grant amount plus a percent of the base student construction grant amount (see Appendix B-4 for details). The per student amounts in Table 5-3 are the sum of the service site, offsite, utilities, and general site amounts. Table 5-3 indicates that the total allowable site development cost to accommodate projected students from new development is \$8,678,288.

**TABLE 5-3**

**Elk Grove Unified School District  
ALLOWABLE SITE DEVELOPMENT COST FOR UNHOUSED  
NEW DEVELOPMENT STUDENTS**

Grade Level	Unhoused Students	Cost Per Student	Allowable Cost
K-6	2,177	\$1,957	\$4,260,389
7-8	633	\$2,671	\$1,690,743
9-12	989	\$2,544	\$2,516,016
SDC Non-severe	0	\$2,044	\$0
SDC Severe	90	\$2,346	\$211,140
Total			\$8,678,288

Source: Elk Grove Unified School District (Appendix B-4), 2013; Odell Planning & Research, Inc., 2013

The total allowable school facilities costs to accommodate students generated by new development during the next five years are shown on Table 5-4. The total costs were determined to be \$59,319,520.

**TABLE 5-4**

**Elk Grove Unified School District  
TOTAL ALLOWABLE SCHOOL FACILITIES COSTS  
FOR UNHOUSED NEW DEVELOPMENT STUDENTS**

Type of Cost	Allowable Costs
Building Construction	\$43,987,627
Site Acquisition	\$6,653,605
Site Development	\$8,678,288
Total	\$59,319,520

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

**STEP 6: DETERMINE DEDICATED LOCAL FUNDS**

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

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

*Redevelopment Pass-Throughs:* Based on information provided by the Sacramento County Office of Education, the District's RDA income for the 2012-13 fiscal year will be \$18,256.

*Excess Tax Proceeds:* Excess tax proceeds refer to special tax dollars collected above the cost of the debt service owed on bonds. The excess tax proceeds for 2012-13 amounted to \$830,350. Excess tax revenue will be expended on operational costs, staff, to pay claims against the special tax district and to fund school projects.

*School Fees:* The District collects \$0.51 per square foot in statutory school fees for commercial and industrial development and \$4.66 per square foot for residential construction. In 2012, fees were collected on 345,273 square feet of non-exempt commercial/industrial development, which amounted to \$162,713. As of March 31, 2013, the District had approximately \$29.8 million in its developer fee fund. All of the monies in the developer fee fund are committed to school facilities projects. These funds are not available to provide facilities to students generated by new development over the next five years because the funds are necessary to provide adequate facilities for students from prior development. The cost to provide facilities for existing unhoused students is approximately \$107.9 million (see Table 6-1).

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

student support services. Mello-Roos funds, therefore, are not considered by the District to be available to supplement the developer fee.

As shown in Step 3, the District currently lacks capacity for 5,782 students in grades K-6 and 1,028 SDC Severe students. The cost to house these students from existing development is presented in Table 6-1 and is based upon the allowable per student costs for building construction, site acquisition and site development shown in Tables 5-1, 5-2 and 5-3.

The District owns one future elementary school site purchased using previously collected developer fees. Because this site can provide capacity for 850 students when constructed, the number of existing unhoused students for the purpose of calculating site acquisition cost in Table 6-1 has been reduced to 4,932 students (5,782 – 850).

By comparing the potentially available local funds for new construction with the cost of providing school facilities for unhoused students from existing development in Table 6-1, it is evident that all possible local funds for new construction would be exhausted providing school facilities for unhoused students from existing development. Therefore, no local funding will be available to provide facilities for projected unhoused students from new development.

**TABLE 6-1**  
**Elk Grove Unified School District**  
**COST TO PROVIDE FACILITIES FOR EXISTING UNHOUSED STUDENTS**

Grade Level	Number of Students	Cost Per Student	Total Cost
<i>Building Construction Cost</i>			
K-6	5,782	\$9,926	\$57,392,132
7-8	0	\$10,524	\$0
9-12	0	\$13,347	\$0
SDC Non-severe	0	\$18,702	\$0
SDC Severe	1,028	\$27,965	\$28,748,020
<i>Site Acquisition Cost</i>			
K-6	4,932	\$1,233	\$6,081,156
7-8	0	\$2,342	\$0
9-12	0	\$2,342	\$0
SDC Non-severe	0	\$1,382	\$0
SDC Severe	1,028	\$1,896	\$1,949,088
<i>Site Development Cost</i>			
K-6	5,782	\$1,957	\$11,315,374
7-8	0	\$2,671	\$0
9-12	0	\$2,544	\$0
SDC Non-severe	0	\$2,044	\$0
SDC Severe	1,028	\$2,346	\$2,411,688
<i>Total Cost</i>			
K-6			\$74,788,662
7-8			\$0
9-12			\$0
SDC Non-severe			\$0
SDC Severe			\$33,108,796
Total			\$107,897,458

Source: Elk Grove Unified School District, 2013; Odell Planning & Research, Inc., 2013.

#### **STEP 7: CALCULATE LEVEL 2 FEE**

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

**TABLE 7-1**  
**Elk Grove Unified School District**  
**PROJECTED RESIDENTIAL SQUARE FOOTAGE**  
**(FIVE-YEAR PERIOD)**

Number/Type of Units	Square Footage Per Unit	Total Square Footage Constructed
5,200 Single Family	2,300	11,960,000
775 Multiple Family	880	682,000
50 Condominium	1,473	73,650
Total		12,715,650

Source: Elk Grove Unified School District (Developer Fee Records); Odell Planning & Research, Inc., 2013

Table 7-2 calculates the Level 2 fee by dividing the allowable school facilities costs for projected students generated by new development (Step 5) by the projected residential square footage determined in Table 7-1. The resulting Level 2 residential fee is \$4.67 per square foot.

**TABLE 7-2**  
**Elk Grove Unified School District**  
**LEVEL 2 FEE**

Allowable Costs For New Development Students	Projected Residential Square Footage	Cost Per Square Foot (Level 2 Fee)
\$59,319,520	12,715,650	\$4.67

Source: Odell Planning & Research, Inc., 2013

#### **STEP 8: CALCULATE LEVEL 3 FEE**

For the Level 3 fee, Government Code Section 65995.7(a) provides that if state funds for new facility construction are not available, a district that complies with Section 65995.5 may increase the alternative fee by an amount not to exceed the amount determined previously in Step 7. In other words, if state funding is not available, the Level 2 fee may be effectively doubled to cover

<sup>2</sup> For condominium unit square footage, four years of data was used since no condominium units were constructed during the past three years.

the full state-allowed cost of facilities. Therefore, the Level 3 fee is calculated in Table 8-1 by dividing the full state-allowed facilities costs by the projected residential square footage.

**TABLE 8-1**  
**Elk Grove Unified School District**  
**LEVEL 3 FEE**

100% State-Allowable Facilities Costs For New Development Students	Projected Residential Square Footage	Cost Per Square Foot (Level 3 Fee)
\$118,639,040	12,715,650	\$9.33

Source: Odell Planning & Research, Inc., 2013

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**NEXUS FINDINGS**

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

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

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

**1. Use of the fee for new school facilities relates directly to the development of new residential units.**

- Based upon past development activity, adopted land use plans and approved development projects, approximately 5,200 single family units, 775 multiple family units and 50 condominium units will be constructed in the District during the next five years (see Section B, Step 1).
- Students will be generated by new residential development. Single family residential development generates an average of .7126 grades K-12 students per unit (see Section B, Step 2). Multiple family and condominium units generate an average of .5432 and .2483 grades K-12 students, respectively.
- New development is expected to generate approximately 4,139 additional students in the District during the next five years, including 2,177 in grades K-6, 692 in grades 7-8, 1,168 in grades 9-12, 12 SDC Non-severe students and 90 SDC Severe students (see Section B, Step 2).

**2. The District needs additional school facilities to accommodate students from new development.**

- The District currently lacks facilities capacity to adequately house existing students in grades K-6 and SDC Severe (see Section B, Step 3).
- The District will need additional school facilities to house the following number of students generated by new development during the next five years: 2,177 in grades K-6, 633 in grades 7-8, 989 in grades 9-12, and 90 SDC Severe students (see Section B, Step 4).

**3. The amount of fees charged is reasonably related to the cost of facilities attributable to new development projects.**

- Section B justifies a Level 2 fee of \$4.67 per square foot and a Level 3 fee of \$9.33 per square foot. The Level 2 and Level 3 fees are intended to provide 50% and 100% of the cost of providing school facilities for students from new development, respectively, using prescribed state cost allowances. Therefore, the fees are reasonably related to the cost of facilities attributable to new development projects. However, the specific and limited methodology used for the calculation of Level 2 and 3 fees may not reflect the full cost to the District for providing facilities for students from new development.



## **Appendix B-1**

### **Projected New Residential Units During the Next Five Years**

**Elk Grove Unified School District**  
**Residential Units With the Potential to Develop Within Five Years**

Year	New Homes Projected			
	Single-Family	Condominiums	Apartments	All Housing Types
<b>2013-14</b>	1,000	0	100	1,100
<b>2014-15</b>	1,000	0	250	1,250
<b>2015-16</b>	1,025	0	75	1,100
<b>2016-17</b>	1,075	0	200	1,275
<b>2017-18</b>	1,100	50	150	1,300
<b>Five Year Total</b>	<b>5,200</b>	<b>50</b>	<b>775</b>	<b>6,025</b>

## **Appendix B-2**

### **Student Generation Rate Study Procedure and Rates**

## **2012-13 STUDENT GENERATION RATE STUDY PROCEDURE**

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

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

By law, in order for homes to be included in a school district's SGR study, they must have been constructed and occupied within the previous five years. Elk Grove Unified School District designated three types of housing units: single-family homes, apartments and condominiums. For 2012-13 eleven subdivisions in our district met the guidelines and were used in the single-family housing study, two condominium complexes and six apartment complexes were used for the multi-family housing study.

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

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

### **3 Determination of the number of students residing within those areas**

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

### **4 Calculation of the Student Generation Rates**

The SGR's were calculated by dividing the total number of students by the number of occupied homes within each study area. For each of the apartment complexes, the total number of occupied apartments was divided by the total number of students residing in the complex. For all three housing categories, the SGR was broken down into three grade levels: elementary (K-6), middle (7-8), and high (9-12).

**Elk Grove Unified School District  
SB50 School Facilities Needs Analysis  
Student Generation Rates**

**October 2012 Residing Students**

<i>Grade</i>	<i>Students By Individual Grade</i>	<i>Students By Grade Level</i>	<i>Student Yield Factor</i>
K	50		0.0499
1	65		0.0649
2	56		0.0559
3	58		0.0579
4	49		0.0489
5	61		0.0609
6	43		0.0429
<b>K-6</b>		<b>382</b>	<b>0.3812</b>
7	69		0.0689
8	55		0.0549
<b>7-8</b>		<b>124</b>	<b>0.1238</b>
9	52		0.0519
10	60		0.0599
11	48		0.0479
12	48		0.0479
<b>9-12</b>		<b>208</b>	<b>0.2076</b>
<b>Total</b>	<b>714</b>	<b>714</b>	<b>0.7126</b>
<b>Units</b>			<b>1,002</b>

**October 2012 Residing Students**

<i>Grade</i>	<i>Students By Individual Grade</i>	<i>Students By Grade Level</i>	<i>Student Yield Factor</i>
K	31		0.0425
1	31		0.0425
2	31		0.0425
3	32		0.0439
4	25		0.0343
5	39		0.0535
6	34		0.0466
<b>K-6</b>		<b>223</b>	<b>0.3059</b>
7	36		0.0494
8	21		0.0288
<b>7-8</b>		<b>57</b>	<b>0.0782</b>
9	35		0.0480
10	22		0.0302
11	23		0.0316
12	36		0.0494
<b>9-12</b>		<b>116</b>	<b>0.1591</b>
<b>Total</b>	<b>396</b>	<b>396</b>	<b>0.5432</b>
<b>Units</b>			<b>729</b>

**October 2012 Residing Students**

<i>Grade</i>	<i>Students By Individual Grade</i>	<i>Students By Grade Level</i>	<i>Student Yield Factor</i>
K	8		0.0265
1	0		0.0000
2	7		0.0232
3	6		0.0199
4	4		0.0132
5	6		0.0199
6	8		0.0265
<b>K-6</b>		<b>39</b>	<b>0.1291</b>
7	5		0.0166
8	8		0.0265
<b>7-8</b>		<b>13</b>	<b>0.0430</b>
9	5		0.0166
10	5		0.0166
11	6		0.0199
12	7		0.0232
<b>9-12</b>		<b>23</b>	<b>0.0762</b>
<b>Total</b>	<b>75</b>	<b>75</b>	<b>0.2483</b>
<b>Units</b>			<b>302</b>

## Appendix B-3

### Site Acquisition Costs

## **Elk Grove Unified School District Site Acquisition Costs**

### **2013 School Facilities Needs Analysis/Fee Justification Study**

(Based Upon an Average of Recent School Site Acquisitions)

<b>Elementary School Site</b>	<b>Cost per Acre</b>	<b>Acquisition Cost</b>	<b>Escrow/Other (4%)</b>	<b>Total</b>
10 acre elementary school site	\$201,523	\$2,015,230	\$80,609	\$2,095,839

<b>Secondary School Site (Combined Middle/High School)</b>	<b>Cost per Acre</b>	<b>Acquisition Cost</b>	<b>Escrow/Other (4%)</b>	<b>Total</b>
76 Acre High School/Middle School Site	\$201,523	\$15,315,748	\$612,630	\$15,928,378



## **Appendix B-4**

### **Site Development Costs**

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# **Elk Grove Unified School District** **Site Development Costs for SFNA**

## **Elementary School Site Development Costs**

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

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

## **Secondary School Site Development Costs**

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

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

## **General Site Acreage Allowance**

	Acres	Grant/Acre	Total	Grant/Student
Elementary (K-6) Site	10	\$15,846	\$158,460	\$186
Middle & High School (Grades 7-12)	76	\$15,846	\$1,204,296	\$354

## **General Site Per Student Grant**

	Percent	Base Grant	Per Student
Elementary (K-6)	6%	\$9,751	\$585
Middle (7-8)	6%	\$10,312	\$619
High School (9-12)	3.75%	\$13,119	\$492

## **Total Site Development Per Student**

	Site Development	General Site	Total
Elementary (K-6)	\$1,186	\$771	\$1,957
Middle (7-8)	\$1,698	\$973	\$2,671
High School (9-12)	\$1,698	\$846	\$2,544
SDC Non-Severe*			\$2,044
SDC Severe*			\$2,346

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

*Sources: Elk Grove Unified, 2013; Odell Planning and Research, Inc., 2013; State Allocation Board, 2013*

## **Appendix B-5**

### **Planned New School Facilities and Other School Projects**

# **FUTURE SCHOOL FACILITIES**

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

## **Elementary Schools**

Marion Mix  
New C.W. Dillard Elementary  
"Anatolia II"  
"Laguna Ridge #1"  
Miwok Village  
"North Vineyard Station #1"  
"East Elk Grove South"  
"Laguna Ridge #2"  
"North Vineyard Station #2"

## **High School and Middle Schools**

#10 High School/Middle School (Vineyard Area)  
#11 High School/Middle School (Sunrise Douglas Area)

## **Alternative High Schools**

Alternative #5  
Alternative #6

## **Other Projects**

Jesse Baker School Addition  
Elk Grove Elementary School Addition  
Franklin Elementary School Addition  
Student Support Center Addition  
Various Classroom Modifications/Additions to Accommodate Growth

**Appendix B-6**

**Average Residential Unit Square Footage**

Elk Grove Unified School District  
Average Residential Unit Square Footage for SFNA

2010-2012 (3 Years)			
	Sq. Ft.	Units	Average
Single Family	3,765,230	1,637	2,300
Apartments	269,346	306	880
Condos (2009)*	48,598	33	1,473
*No condominium units were constructed from 2010-2012			

Elk Grove Unified School District Average Square Footage Report  
by Calendar Year

Year	Month	Total SF Units	Total Apt Units	Total Condo Units	Total Senior Units	Total SF Sq Ft	Total M/F Sq Ft	Total Condo Sq Ft	Total Senior Sq Ft	Avg SF Sq Ft	Avg Apt Sq Ft	Avg Condo Sq Ft	Avg Senior Sq Ft
2009	January	25	0	12	3	56,312	0	17,672	3,999	2,252	N/A	1,473	1,333
	February	7	0	0	0	16,990	0	0	0	2,427	N/A	N/A	N/A
	March	59	0	0	2	143,345	0	0	3,116	2,430	N/A	N/A	1,558
	April	26	0	12	6	52,741	0	17,672	9,388	2,029	N/A	1,473	1,565
	May	42	0	0	5	90,619	0	0	7,449	2,158	N/A	N/A	1,490
	June	48	0	9	5	112,583	0	13,254	8,715	2,345	N/A	N/A	1,743
	July	61	0	0	15	127,472	0	0	23,675	2,090	N/A	N/A	1,578
	August	42	0	0	3	94,260	0	0	3,999	2,244	N/A	N/A	1,333
	September	46	0	0	0	115,946	0	0	0	2,521	N/A	N/A	N/A
	October	38	0	0	2	78,174	0	0	3,428	2,057	N/A	N/A	1,714
	November	20	0	0	0	51,686	0	0	0	2,584	N/A	N/A	N/A
	December	48	0	0	0	111,550	0	0	0	2,324	N/A	N/A	N/A
2009 Total		462	0	33	41	1,051,678	0	48,598	63,769	2,276	0	1,473	1,555

Year	Month	Total SF Units	Total Apt Units	Total Condo Units	Total Senior Units	Total SF Sq Ft	Total M/F Sq Ft	Total Condo Sq Ft	Total Senior Sq Ft	Avg SF Sq Ft	Avg Apt Sq Ft	Avg Condo Sq Ft	Avg Senior Sq Ft
2010	January	9	0	0	17	20,457	0	0	26,566	2,273	N/A	N/A	1,563
	February	24	0	0	6	48,269	0	0	10,284	2,011	N/A	N/A	N/A
	March	34	0	0	0	78,097	0	0	0	2,297	N/A	N/A	N/A
	April	69	0	0	0	164,368	0	0	0	2,382	N/A	N/A	N/A
	May	39	0	0	10	92,409	0	0	15,279	2,369	N/A	N/A	1,528
	June	47	0	0	41	116,501	0	0	57,831	2,479	N/A	N/A	1,411
	July	66	0	0	0	159,096	0	0	0	2,411	N/A	N/A	N/A
	August	40	0	0	2	92,764	0	0	3,116	2,319	N/A	N/A	1,558
	September	26	0	0	11	59,673	0	0	17,370	2,295	N/A	N/A	1,579
	October	19	0	0	20	46,263	0	0	34,415	2,435	N/A	N/A	1,721
	November	23	0	0	3	46,068	0	0	3,856	2,003	N/A	N/A	1,285
	December	49	0	0	6	101,090	0	0	9,903	2,063	N/A	N/A	1,651
2010 Total		445	0	0	116	1,025,055	0	0	178,620	2,303	0	0	1,540

Elk Grove Unified School District Average Square Footage Report  
by Calendar Year

Year	Month	Total SF Units	Total Apt Units	Total Condo Units	Total Senior Units (SF & Apt)	Total SF Sq Ft	Total M.F. Sq Ft	Total Condo Sq Ft	Total Senior Sq Ft	Avg SF Sq Ft	Avg Apt Sq Ft	Avg Condo Sq Ft	Avg Senior Sq Ft (SF & Apt)
2011	January	35	0	0	5	71,384	0	0	9,315	2,040	N/A	N/A	1,863
	February	61	0	0	3	149,936	0	0	6,384	2,458	N/A	N/A	2,128
	March	9	0	0	16	16,737	0	0	14,278	1,860	N/A	N/A	892
	April	33	0	0	0	71,131	0	0	0	2,155	N/A	N/A	N/A
	May	22	0	0	13	49,641	0	0	18,890	2,256	N/A	N/A	1,453
	June	58	204	0	4	135,364	180,156	0	4,309	2,334	883	N/A	1,077
	July	48	0	0	5	119,718	0	0	9,108	2,494	N/A	N/A	1,822
	August	43	0	0	6	104,904	0	0	10,843	2,440	N/A	N/A	1,807
	September	49	0	0	77	115,828	0	0	61,598	2,364	N/A	N/A	800
	October	21	0	0	6	53,194	0	0	9,590	2,533	N/A	N/A	1,598
	November	49	0	0	2	119,830	0	0	2,195	2,446	N/A	N/A	1,098
	December	42	0	0	14	103,441	0	0	21,002	2,463	N/A	N/A	1,500
	2011 Total	470	204	0	151	1,111,108	180,156	0	167,512	2,364	883	0	1,109

Year	Month	Total SF Units	Total Apt Units	Total Condo Units	Total Senior Units (SF & Apt)	Total SF Sq Ft	Total M.F. Sq Ft	Total Condo Sq Ft	Total Senior Sq Ft	Avg SF Sq Ft	Avg Apt Sq Ft	Avg Condo Sq Ft	Avg Senior Sq Ft (SF & Apt)
2012	January	60	0	0	5	133,216	0	0	8,690	2,220	N/A	N/A	1,738
	February	37	0	0	6	85,588	0	0	9,452	2,313	N/A	N/A	1,575
	March	44	0	0	0	102,388	0	0	0	2,327	N/A	N/A	N/A
	April	57	0	0	7	134,862	0	0	10,400	2,366	N/A	N/A	1,486
	May	73	0	0	19	180,287	0	0	22,214	2,470	N/A	N/A	1,169
	June	37	102	0	13	79,238	89,190	0	22,657	2,142	874	N/A	1,743
	July	89	0	0	8	194,231	0	0	12,274	2,182	N/A	N/A	1,534
	August	68	0	0	15	157,914	0	0	21,051	2,322	N/A	N/A	1,403
	September	60	0	0	7	124,202	0	0	8,051	2,070	N/A	N/A	1,150
	October	87	0	0	6	189,943	0	0	8,882	2,183	N/A	N/A	1,480
	November	89	0	0	21	194,904	0	0	27,753	2,190	N/A	N/A	1,322
	December	21	0	0	16	52,294	0	0	24,997	2,490	N/A	N/A	1,562
	2012 Total	722	102	0	123	1,629,067	89,190	0	176,421	2,256	874	0	1,434



ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 11

Board Agenda Item

Supplement No.

Meeting Date June 18, 2013

Subject: Elk Grove Unified School District Community Facilities District  
2013-2014 Tax Report and First Reading of Ordinance No. 1, 2013-2014

Division: Facilities and Planning

Action Requested:

The Board, acting on behalf of the Elk Grove Unified School District Community Facilities District No. 1, is asked to (1) receive the 2013-2014 Elk Grove Unified School District Community Facilities District Tax Report, (2) receive input from property owners appealing a specific parcel tax, (3) conduct a first reading of Ordinance No. 1, 2013-2014, and (4) continue the item to the regular meeting of August 20, 2013, for adoption.

Discussion:

Administration has prepared the 2013-2014 Elk Grove Unified School District Community Facilities District Tax Report, which sets the tax rate for each parcel within the District. The rate is based on information on each parcel in the District and tax formulas established by the passage of Measure A on April 28, 1987, and again on March 10, 1998, with amendments. The Tax Report will be used by the County of Sacramento to prepare tax bills and collect tax revenues for the 2013-2014 tax year. The Mello-Roos Act requires that the Board, acting on behalf of the Elk Grove Unified School District Community Facilities District No. 1, adopt the Tax Report as a regular agenda item. The Act requires that the action taken by the Board is in the form of adopting an ordinance. Ordinance No. 1, 2013-2014, when adopted by the Board, allows the Administration to make changes to the Tax Report in response to appeals from taxpayers, or, otherwise, to correct errors in the application of the special tax to particular parcels.

The Administration requests that the Board conduct a first reading of Ordinance No. 1, 2013-2014 (Exhibit A). The Board should conduct a final reading and adoption of the Ordinance on August 20, 2013.

The Financial Plan, adopted on January 26, 1987, allows for the appeal of the tax rate for a parcel. The Board should receive input from the public regarding appeals of a specific tax for a parcel of land only. The actual tax formula cannot be appealed since the formula was established by the electorate when they approved Measure A. All appeals should be directed to the Administration for consideration and the Board should proceed with the adoption of the Tax Report and Ordinance No. 1, 2013-2014 (Exhibit A).

The 2013-2014 Tax Report continues the current and maximum tax rate of \$3.82 per month (or \$45.84 per year) for "existing" development and \$9.82 per month (or \$117.84 per year) for "future" development per equivalent taxable unit according to the manner specified in Resolution No. 27, 1986-87. Due to the March 10, 1998, bond election, future development occurring from July 1, 1998 – June 30, 2001 will be assessed at \$15.00 per month (or \$180.00 per year) per taxable unit and future development occurring from July 1, 2001, will be assessed \$16.67 per month (or \$200.00 per year) per taxable unit.

The attached summary of the Tax Report indicates preliminary tax revenue information. The Tax Report will be delivered to the Sacramento County Auditor's Office no later than August 23, 2013. The Senior Citizen/Disabled Person Tax Reduction period will close on June 30, 2013. Those who did not renew by that date will have their reduction deleted from the tax roll. Therefore, the "Senior Reductions" number is expected to change and the change will be reflected in the August 20, 2013, Board Item.

Attachment

Financial Summary: N/A

Prepared By: Marcia Grambusch Division Approval: Robert Pierce

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

# PRELIMINARY

## Summary of the 2013-2014 Tax Report\*

<b>Tax Rate Description/Category</b>	<b>2013-2014 Tax Levy</b>	<b>2012-2013 Tax Levy</b>	<b>Percentage Change</b>
Tax Revenue	\$14,410,108	\$14,037,446	2.7%
Parcels	100,887	100,857	0.0%
Taxable Units	129,810	127,917	1.5%
Total Dwelling Units	123,818	118,715	4.3%
Existing Dwelling Units	33,280	33,546	-0.8%
Future Planned Dwelling Units	15,493	9,993	55.0%
Future Approved Dwelling Units	75,045	75,176	-0.2%
Commercial/Industrial Acres	6,298	6,190	1.7%
Senior Reductions (not updated)	3,849	3,849	0.0%

*\*Subject to update and corrections as required*

ELK GROVE UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 1

**ORDINANCE NO. 1, 2013-2014**

An Ordinance of the Board of Education of the Elk Grove Unified School District, Acting on Behalf of the Elk Grove Unified School District Community Facilities District No. 1, Approving the Elk Grove Unified School District Community Facilities District No. 1 Tax Report, Fiscal Year 2013-2014, and Levying and Apportioning the Special Tax as Provided Therein.

**WHEREAS**, the Board of Education of the Elk Grove Unified School District (the "Board") on January 26, 1987, duly adopted its Resolution No. 27, 1986-87 (the "Resolution") reconfirming the establishment of the Elk Grove Unified School District Community Facilities District No. 1 (the "Community Facilities District") for the purpose of providing for the financing of certain facilities in and for the Community Facilities District and providing for the levy of a special tax in and for the Community Facilities District; and

**WHEREAS**, at elections held in the Community Facilities District on April 28, 1987, and March 10, 1998, the qualified electors therein duly authorized the levy and collection of a special tax to be used for the purpose of paying the costs of such facilities; and

**WHEREAS**, the Elk Grove Unified School District Community Facilities District No. 1 Tax Report, Fiscal Year 2013-2014, (the "Tax Report") has been submitted to the Board, and the Board has determined to approve the Tax Report and to levy the special tax at the rates specified in the Tax Report and to apportion them in the manner specified in the Resolution;

**NOW, THEREFORE**, the Board of Education of the Elk Grove Unified School District, acting on behalf of the Elk Grove Unified School District Community Facilities District No. 1, ordains as follows:

**SECTION 1.** The Elk Grove Unified School District Community Facilities District No. 1 Tax Report, Fiscal Year 2013-2014, in the form submitted to this meeting and on file with the Board, is hereby approved and adopted. The Superintendent and his designees are hereby authorized to make changes to the Tax Report in response to appeals from taxpayers, or, otherwise, in order to correct errors in the application of the special tax to particular parcels.

**SECTION 2.** Pursuant to Section 53340 of the Government Code of the State of California, the special tax is hereby levied at the rates specified in the Tax Report and is hereby apportioned in the manner specified in the Resolution (and as more particularly described in the Tax Report).

**SECTION 3.** The Superintendent shall deliver the Tax Report, together with a certified copy of this Ordinance, to the Auditor of the County of Sacramento no later than August 23, 2013.

**SECTION 4.** Pursuant to Section 53340 of the Government Code for the State of California, the special tax shall be collected by the Tax Collector of the County of Sacramento in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes.

**SECTION 5.** In order to have the tax levied hereby collected in the next tax collection period and thereby available to finance the facilities approved by the electors of the Community Facilities District, the Tax Report, together with an ordinance which has been duly adopted and is in effect, must be delivered to the Auditor of the County of Sacramento no later than August 23, 2013.

ELK GROVE UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 1

**ORDINANCE NO. 1, 2013-2014**

**SECTION 6.** The Clerk of the Board is hereby directed to cause this ordinance to be published within fifteen (15) days after its adoption in The Elk Grove Citizen, a newspaper of general circulation in the Community Facilities District.

**PASSED AND ADOPTED** by the Board of Education of the Elk Grove Unified School District this 20th day of August 2013 by the following vote, to wit:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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President of the Board of Education of the  
Elk Grove Unified School District

**ATTEST:**

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Clerk of the Board of Education of  
the Elk Grove Unified School District

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 12

**Board Agenda Item**

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

Meeting Date 6-18-13

**Subject:** Recognition Activities

**Department:** Board of Education

**Action Requested:**

Board Discussion

**Discussion:**

The Board of Education is asked to review and discuss the Board subcommittee's proposals regarding community engagement, including but not limited to broadcasting all Board meetings on a public service channel. Action on any proposals will be requested at the August 20, 2013, Board Meeting.

**Financial Summary:**

Unknown at this time.

Prepared By: Steven M. Ladd Department Approval: \_\_\_\_\_

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



## **RECOGNITION ACTIVITIES**

**WHAT:** Recognizing individuals that go above and beyond what is expected of them in the normal routine of their duties. Examples of positions:

1. Club advisors.
2. AP teachers.
3. Staff taking leaderships roles in charitable or community events.
4. Academic Decathlon
5. Theater productions.
6. Building Trades.
7. FFA
8. Robotics
9. Animation

**CURRENT BOARD/DISTRICT RECOGNITION ACTIVITIES:** Flag salute, certificated, classified, administrative, etc. employee of the month/year, certificated/classified retirements, state, national, or regional award winners, student athletes, sport titles and resolutions for the month/year of \_\_\_\_\_.

**CURRENT METHODS OF REGONITION:** Board certificates, letters of recognition, announcements in Elk Grove Citizen, EGUS website.

### **PROPOSAL:**

1. Recognize individuals and or groups at school assemblies.
2. Recognize individuals and or groups at existing events.
3. Recognize the individuals and or groups at regional feeder meetings.
4. Recognize individuals and or groups on a trustee basis.
5. Recognize individuals and or groups as part of a board resolution.
6. Use the Cosumnes TV Network for broadcasts to school sites.

**PROPOSAL FOR AWARD CATEGORIES:** For employees demonstrating exemplary service, a business passport could be given to be redeemed at local business that partnership with the district. Such an effort would also support the Shop Elk Grove effort.

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

**Board Agenda Item**

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

Meeting Date 6-18-13Subject: Community EngagementDepartment: Board of EducationAction Requested:

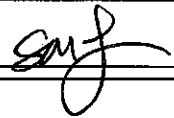
Board Discussion

Discussion:

The Board of Education is asked to review and discuss the Board subcommittee's proposals surrounding activity recognitions. Action on any proposals will be requested at the August 20, 2013, Board Meeting.

Financial Summary:

Unknown at this time.

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

## COMMUNITY ENGAGEMENT

**WHAT:** Holding board meetings in schools, in each of the seven trustee areas. The purpose for holding meetings at school sites is to enhance community participation in the governing process. Partnering with other agencies, to address community wide issues, would be another way to allow for community involvement. Partnering would promote collaboration and provide cost sharing. An important addition would be:

**The broadcasting of all meetings on a public service channel to further promote the goal of community engagement.** Of the 10 largest school districts in California EGUSD is the only school district that does not televise its meetings.

### NEED:

1. Determine costs associated with holding board meetings at school sites. (Administration)  
Suggestion: use students at Cosumnes Oaks AV Department and allow them community service hours as needed for graduation. Also AP students could provide child care for service hour credit.
2. Check with city of Elk Grove regarding their broadcast of their State of the City address.
3. Determine who else is doing what is proposed. Fresno, San Francisco and Sacramento City all televise board meetings. Additionally, Sacramento City periodically holds board meetings at school sites. (Source: Alex Contreas, Electronics Shop, Sacramento City, 264-4075 x 1140)
4. A report should be prepared outlining previous process of having board meetings at school sites. (Administration)
5. Determine the type(s) of outreach that would ensure that all stakeholders are informed about board/community meetings to be held at school sites. Examples: posting meetings in school site newsletters, using marquees, posting meeting information on the district website.

## COMMUNITY OUTREACH

### Board Meetings

### Board/City Partnership

(Identify list of mutually beneficial topics: gang Prevention/Intervention, Bullying, ...)





Agenda Item No: 14

**Board Agenda Item**

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

Meeting Date June 18, 2013

**Subject:** District Reorganization

**Division:** Administration

**Action Requested:**

**Discussion:**

PLACEHOLDER – Information will be forwarded prior to the Board meeting.

**Financial Summary:**

Prepared By: Steven M. Ladd

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

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

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

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 15

**Board Agenda Item**

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

Meeting Date June 18, 2013

**Subject:**

**Division:** Human Resources

Resolution to Eliminate and/or Reduce Classified Positions

**Action Requested:**

The Board is asked to adopt resolution number 62 authorizing the Governing Board to eliminate classified positions.

**Discussion:**

The Board is asked to adopt the attached resolution to eliminate classified positions due to lack of work/lack of funds pursuant to Education Code Sections 45114, 45298, 45308, and 45117.

Resolution attached for AFSCME Library Technicians.

**Financial Summary:**

Prepared By: Evelyn Laluan  Division Approval: Glen De Graw 

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

RESOLUTION NO 62A RESOLUTION OF THE BOARD OF EDUCATION OF THE  
ELK GROVE UNIFIED SCHOOL DISTRICT**RESOLUTION ELIMINATING OR REDUCING CLASSIFIED POSITIONS**

**WHEREAS**, the Administration has recommended to this Board that it eliminate the **AFSCME** classified positions listed below due to lack of work and/or lack of funds; and

**WHEREAS**, it is the purpose of this Resolution to accept the recommendation and to order the elimination or reduction of the positions:

**NOW, THEREFORE, BE IT HEREBY FOUND, ORDERED, AND RESOLVED** as follows:

I. This Board hereby determines that there is a lack of work and/or a lack of funds and therefore orders the elimination or reduction of the following positions:

- 1) Library Technician, Florin Elementary School (AFSCME)  
One 3-hour per day position  
[Funded by Title I] (Effective August 30, 2013)
- 2) Library Technician, Charles Mack Elementary School (AFSCME)  
One 7-hour and 30-minute per day position, reduced to a 2-hour and 16-minute per day position  
[Funded by Title I] (Effective August 30, 2013)
- 3) Library Technician, Sierra Enterprise Elementary School (AFSCME)  
One 3-hour and 57-minute per day position  
[Funded by Title I] (Effective August 30, 2013)
- 4) Library Technician, Barbara Comstock Morse Elementary School (AFSCME)  
One 3-hour and 45-minute per day position  
[Funded by Title I] (Effective August 30, 2013)

- 5) Library Technician, Isabelle Jackson Elementary School (AFSCME)  
One 3-hour and 45-minute per day position  
[Funded by Title I] (Effective August 30, 2013)
- 6) Library Technician, Anna Kirchgater Elementary School (AFSCME)  
One 4-hour per day position  
[Funded by Title I] (Effective August 30, 2013)
- 7) Library Technician, Herman Leimbach Elementary School (AFSCME)  
One 4-hour and 30-minute per day position  
[Funded by Title I] (Effective August 30, 2013)
- 8) Library Technician, Samuel Kennedy Elementary School (AFSCME)  
One 3-hour and 45-minute per day position  
[Funded by Title I] (Effective August 30, 2013)
- 9) Library Technician, Prairie Elementary School (AFSCME)  
One 3-hour and 45-minute per day position  
[Funded by Title I] (Effective August 30, 2013)
- 10) Library Technician, David Reese Elementary School (AFSCME)  
One 3-hour per day position  
[Funded by Title I] (Effective August 30, 2013)
- 11) Library Technician, Union House Elementary School (AFSCME)  
One 3-hour and 45-minute per day position  
[Funded by Title I] (Effective August 30, 2013)
- 12) Library Technician, John Reith Elementary School (AFSCME)  
One 3-hour and 45-minute per day position  
[Funded by Title I] (Effective August 30, 2013)

II. The Superintendent or his designee is hereby authorized to notify any affected employee that they may be laid off as a result of the Board's action to eliminate the positions designated above. The Superintendent or designee shall also notify as appropriate any affected employees that they may be reassigned or transferred; the Superintendent or designee is also authorized to take any other action to carry out the Board's order eliminating the positions designated above.

**PASSED and ADOPTED** by the Governing Board of the Elk Grove Unified School District this \_\_\_\_ day of \_\_\_\_\_, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Secretary, Board of Education

**Board Agenda Item**

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

Meeting Date: June 18, 2013**Subject:**Department: Human Resources

Grievance Settlement Agreement and Memorandum of Understanding Between Elk Grove Unified School District and Elk Grove Education Association

**Action Requested:**

Approval of the Grievance Settlement Agreement and Memorandum of Understanding between Elk Grove Unified School District ("EGUSD") and Elk Grove Education Association ("EGEA").

**Discussion:**

Attached is a copy of the Grievance Settlement Agreement and Memorandum of Understanding between EGUSD and EGEA regarding ASD Special Education Teachers.

The agreement was reached on June 3, 2013.

**Financial Summary:**Prepared By: \_\_\_\_\_ Division Approval: \_\_\_\_\_ Glen De Graw Prepared By: \_\_\_\_\_ Superintendent Approval: \_\_\_\_\_ Steven M. Ladd, Ed.D. 

**GRIEVANCE SETTLEMENT AGREEMENT  
AND  
MEMORANDUM OF UNDERSTANDING**



This Grievance Settlement Agreement and Memorandum of Understanding ("Agreement") is made and entered into by and between the Elk Grove Unified School District ("District") and the Elk Grove Education Association ("EGEA" or "Grievant(s)") (collectively referred to herein as the "Parties") with respect to and in full settlement of the grievance filed by EGEA on April 30, 2013, related to ASD Special Education Teachers.

**RECITALS**

- A. On April 30, 2013, EGEA filed the Grievance at Level 1 alleging that the District violated Article 8.205 of the Collective Bargaining Agreement ("CBA") between the District and EGEA, as revised for the 2012-13 school year only by the Tentative Agreement between the Parties dated March 20, 2012, by requiring certain special education teachers to attend a 90-minute mandatory meeting at Sierra Enterprise Elementary School on April 10, 2013.
- B. In the interest of avoiding the costs associated with further processing this Grievance, the Parties desire to settle, once and forever, all disputes arising out of, related to, or in any manner connected with the Grievance.

**AGREEMENT**

NOW, THEREFORE, the Parties agree as follows:

- 1. Recitals: The recitals set forth above are true and correct.
- 2. District Payment for Meeting: In consideration of EGEA's and any and all affected employees' release of any and all claims against the District arising from or related to the Grievance, the District agrees to pay a one-time amount of \$260.66 to be divided among the affected members according to the terms set forth in Exhibit A to this Agreement, and less any and all applicable withholdings.
- 3. Withdrawal of Grievance: The Grievance will be deemed withdrawn with prejudice by EGEA effective immediately upon full execution of the Agreement by the Parties.
- 4. Payment of Affected Members: Within thirty (30) calendar days of the full execution of this Agreement, the District shall issue payment to each affected member reflecting their share of the \$260.66 payment referred to in paragraph 2.
- 5. Release: Grievants, which include EGEA and any EGEA members purportedly affected by the claims asserted in the Grievance, shall release, acquit, and forever discharge the District, and its employees, and its Governing Board from any and all



claims or liabilities of every nature, whether known or unknown, whether in law or in equity, which they now have, may have had, or may claim to have as a result of the Grievance. Grievants shall have no right whatsoever to prosecute or file any lawsuit or institute or prosecute any other action, claim, charge, complaint, grievance, or legal proceeding of any type, whether in a court, with an administrative agency, or within the District, based upon, connected with, or in any manner arising out of the facts giving rise to this Grievance.

6. No Admission of Wrongdoing: It is understood and agreed that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission of fault or liability by any party. The Parties acknowledge and agree that neither party is the prevailing party related to the Grievance. The Parties specifically deny any fault or liability in this matter and in executing this Agreement intend merely to avoid further litigation or other controversy.
7. Non-Precedential: The Parties agree that this Agreement shall not create a past practice or be deemed precedential in any manner whatsoever.
8. Complete Resolution of Dispute: This Agreement represents a full and complete resolution of the claims and disputes between the Parties based upon the Grievance. Any prior understandings, terms or conditions are deemed merged into this Agreement.
9. Owner of Claims: EGEA represents and warrants that it is the sole and lawful owner of the claims that are the subject of the Grievance, and that it has not heretofore assigned or transferred, or purported to assign or transfer, any such claims or any portion of such claims to any other person or entity.
10. Authorized to Complete Agreement: The undersigned parties represent that they have read and understand the terms of this Agreement and are authorized to execute this Agreement on behalf of their principals.

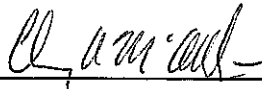
Dated: 6/3/13

On Behalf of EGEA



Dated: 6-3-13

On Behalf of Elk Grove Unified School District



<u>Paid at \$35/hour</u>	<u>Paid at .56/mile</u>	<u>Paid at \$35/hour</u>	<u>TOTAL</u>
15 minutes of prep time \$8.75	7 miles x .56 = \$3.92	30 minutes for meeting \$17.50	\$30.17
20 minutes of prep time \$11.67	7 miles x .56 = \$3.92	30 minutes for meeting \$17.50	\$33.09
15 minutes of prep time \$8.75	7 miles x .56 = \$3.92	30 minutes for meeting \$17.50	\$30.17
No prep time lost	9 miles x .56 = \$5.04	30 minutes for meeting \$17.50	\$22.54
15 minutes of prep time \$8.75	9 miles x .56 = \$5.04	30 minutes for meeting \$17.50	\$31.29
30 minutes prep time \$17.50	15 miles x .56 = \$8.40	30 minutes for meeting \$17.50	\$43.40
No prep time lost	no travel	30 minutes for meeting \$17.50	\$17.50
No prep time lost	no travel	30 minutes for meeting \$17.50	\$17.50
No prep time lost	no travel	30 minutes for meeting \$17.50	\$17.50
No prep time lost	no travel	30 minutes for meeting \$17.50	\$17.50
No prep time lost	no travel	30 minutes for meeting \$17.50	\$17.50
<b>Totals</b>	<b>\$ 55.42</b>	<b>\$ 175.00</b>	<b>\$260.66</b>

**Board Agenda Item**

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

Meeting Date: June 18, 2013

**Subject:**

Payment for Services Rendered by Healthcare Consultant

**Department:** Finance & School Support**Action Requested:**

The Board is requested to approve additional expenses incurred for consultant services with Mr. William Barnes for the 2012-13 school year.

**Discussion:**

We contracted with Mr. Barnes for his services for the 2012-13 fiscal year (\$88,000) we anticipated that we would have a reduction in his costs from the 2011-12 fiscal year (\$113,840). However due to the district's request for additional services from Mr. Barnes to provide evaluations and coordination considerations related to the possible change to a different health care provider these costs were incurred. This need emanated from conversations coming out of the Health Benefits Committee and with bargaining units. The district is billed only for his time spent consulting.

Mr. Barnes has served the district in a consultant status for seven years. During that time, he has provided technical expertise in the field of healthcare benefits and insurance. His advice and counsel have positioned the District to capture significant savings in our healthcare, dental, vision, and life insurance costs. He brings knowledge, skills, and abilities to our benefit contracts that are not available with in-house staff. The independent third party services provided by Mr. Barnes are rare in the health care industry in that he is not a broker and therefore only represents the best interests of the district. The lower health benefit rate increases that the district has experienced in the last several years are due, in no small part, to Mr. Barnes' expert analysis of the district's health benefit usage. Mr. Barnes uses his analysis in discussions with our health care providers to keep our increases in line with our utilization. The cost of 1% annual increase in health benefits for our District and staff is approximately \$530,000. The savings Mr. Barnes provides in securing lower annual renewal rates exceeds the cost of the services that he provides which equates, in value, to approximately 0.2% of our annual increase.

**Financial Summary:**

Costs not to exceed \$23,000 and have been included in the 2012-13 Adopted Budget.

Prepared By: Rich FaganDivision Approval: Rich Fagan

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

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

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 18

**Board Agenda Item**

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

Meeting Date 6-18-13

Subject: Approval of Minutes

Department: Board of Education

Action Requested: Approve minutes of the regular board meetings held May 21 and June 4, 2013, the feeder pattern meeting held May 8, 2013.

Discussion:

Financial Summary:

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

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



**Board Agenda Item**

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

Meeting Date June 18, 2013**Subject:** Personnel Actions**Division:** Human Resources**Action Requested:**

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

**Discussion:****CERTIFICATED:**

## APPROVE:

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

**CLASSIFIED:**

## APPROVE:

1. New Hire(s) [8]
2. Leave(s) of Absence
3. Resignation(s)

**Financial Summary:**Prepared by: Clay McAllester, Ed. S. Departmental Approval: Glen De GrawPrepared by: Evelyn LaluanSuperintendent Approval: Steven M. Ladd, Ed.D. 

**Board Agenda Item**

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

Meeting Date: June 18, 2013**Subject:****Department:** Human Resources

Teaching and Counseling Agreement between Elk Grove Unified School District and the University of San Francisco.

**Action Requested:**



Approval of the Teaching and Counseling Agreement between EGUSD and University of San Francisco.

**Discussion:**

The University of San Francisco has submitted a new request for a student teaching agreement with Elk Grove Unified School District. Approval is needed for the contract to begin.

The term of agreement is from April 24, 2013 through June 30, 2017.

**Financial Summary:**

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

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

**MEMORANDUM OF UNDERSTANDING  
AND AGREEMENT TO PROVIDE TEACHING and COUNSELING EXPERIENCE**

This Memorandum of Understanding and Agreement to Provide Teaching and Counseling Experience ("Agreement"), is entered into this 24<sup>th</sup> day of *April 2013*, by and between the University of San Francisco ("University") and the *Elk Grove Unified School District* ("District").

**RECITALS**

WHEREAS, pursuant to the provisions of the Education Code of the State of California, the governing board of any school district is authorized to enter into agreements with any institution approved by the Commission on Teacher Credentialing as a teacher and counselor education institution to provide teaching or counseling experience to students enrolled in the teacher or counselor training curricula of such institutions; and

WHEREAS, University is approved by the Commission on Teacher Credentialing as a teacher and counselor education institution; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district in any amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the value of the services to be rendered to District under this Agreement do not exceed the actual cost to District of the services rendered by District.

**TERMS**

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, University and District agree as follows:

**I. DISTRICT RESPONSIBILITIES**

A. District shall provide teaching experience in the schools or classes of District, not to exceed 30 students from University possessing valid certificates of clearance and assigned by University to teach in the schools and classes of District. Such teaching shall be provided in such schools or classes of District, and under the direct supervision, evaluation, and instruction of such employees of District, as District and University, through their duly authorized representatives, may agree upon.

"Teaching" as used herein and elsewhere in this Agreement means active participation in the duties and functions of classroom teaching under the supervision and instruction of employees of District holding valid teaching credentials issued by the State Board of Education and/or the Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools and classes of District.

The assignment of a student of University to teach in District shall be deemed effective for the purpose of this Agreement as of the date the student presents the assignment letter to District.

**B.** District shall provide counseling experience in the schools or classes of District, not to exceed **30** students from University possessing valid certificates of clearance and assigned by University to counsel in the schools and classes of District. Such counseling shall be provided in such schools or classes of District, and under the direct supervision and instruction of such employees of District, as District and University, through their duly authorized representatives, may agree upon.

"Counseling" as used herein and elsewhere in this Agreement means active participation in the duties and functions of school counseling under the supervision and instruction of employees of District holding valid PPS credentials issued by the State Board of Education and/or the Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as school counselors in the schools and classes of District.

The assignment of a student of University to counsel in District shall be deemed effective for the purpose of this Agreement as of the date the student presents the assignment letter to District.

**C.** District may, for good cause, refuse to accept for supervised teaching or counseling any student of University assigned to teach or counsel in District, and upon request of District, made for good cause, University shall terminate the assignment of any student of University to teach or counsel in District.

## **II. UNIVERSITY RESPONSIBILITIES**

**A.** The assignment of a University student to teach in the schools or classes of District shall be at the discretion of University and shall be for a period of approximately eighteen (18) weeks. University may give students more than one assignment to teach in such schools or classes.

**B.** The assignment of a University student to counsel in the schools or classes of District shall be at the discretion of the University and shall be for a period of approximately one academic year. University may give students more than one assignment to counsel in such schools or classes.

University agrees that University students receiving counseling experience within District may not displace certificated District employees. University acknowledges that District hiring policies must comply with local teacher union contracts.

## **III. COMPENSATION FOR MASTER TEACHERS**

University will pay District, for the performance by its teachers of all services required to be performed by District under this Agreement, financial compensation for serving as full-time Master Teachers at the rate of two hundred fifty dollars (\$250.00) per student for each semester within District, said payment to be distributed among the supervising teacher(s) to whom students of University are assigned. University shall determine the number of semester units of credit for teaching to be provided for each student of University assigned to teach under this Agreement.



If University terminates the assignment of a student to teach in the schools or classes of District, District shall receive payment of an amount for such student as though there had been no termination of the assignment, except that if such assignment is terminated before the end of the eighth week of the term of the assignment, District shall receive payment for an assignment for nine (9) weeks only.

Within a reasonable time following the close of each semester of the University of San Francisco, the University shall submit and process an invoice, in duplicate, for payment, for all supervised teaching under and in accordance with this agreement during said semester.

#### **IV. INDEMNITY**

District and University agree to protect, hold harmless, indemnify and defend each other (including their respective officers, officials, employees, students and volunteers) from any and all liability (including reasonable attorneys fees) resulting from injury to or death sustained by any person or damage to property of any kind, which is in any way connected with the performance of this Agreement, except that said hold harmless and indemnification shall not be applicable to liability arising from the sole negligence or the sole willful misconduct of District or University.

#### **V. DISTRICT AND UNIVERSITY INSURANCE**

District and University each agree to keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder and such insurance shall include but not be limited to the following:

Commercial General Liability and Auto Liability with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate, for bodily injury, personal injury and property damage, endorsed to name the other party to the contract as additional insured;

Medical Professional Liability with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate;

Workers' Compensation coverage with statutory limits; and

Employers Liability coverage with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate.

Each insurance policy required above shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the other party to this Agreement.

Upon request, District and University shall each cause to be issued to the other evidence of such insurance prior to the commencement of this Agreement and annually thereafter.

## VI. DISPUTES

In the event that a dispute arises between the parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either party, the parties hereto agree to meet and confer in good faith in an effort to resolve the dispute or issue.

In the event the parties are unable to informally resolve the dispute within thirty (30) days after the dispute has arisen, the parties agree to decide whether to attempt to settle the dispute through arbitration or litigation. In order to send a dispute to arbitration, both parties must agree in writing that arbitration is their chosen method of resolving the dispute in question.

## VII. GENERAL PROVISIONS

A. Term of Agreement. The term of this Agreement shall commence on the 24<sup>th</sup> day of *April 2013* and shall terminate on the 30<sup>th</sup> day of *June 2017*.

B. Termination. This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice; provided, however, that any such termination by District shall not be effective as to any student who at the date of mailing of the notice by District was receiving teaching or counseling experience within District until the student has completed his or her assignment, except at the election of University.

C. Entire Agreement; Modification. This Agreement contains all the terms between the parties and may be modified only in writing signed by both parties.

D. Applicable Law. The terms and conditions of this Agreement shall be interpreted in accordance with the laws of the State of California.

E. Severability. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of this Agreement is invalid or unenforceable for any reason, all remaining paragraphs or subparagraphs shall remain in full force and effect.

F. Confidentiality. Both parties shall protect the confidentiality of each others records and information, and shall not disclose confidential information without the prior written consent of the other party. University agrees to comply with District policy and procedure related to patient confidentiality.

G. Notices. Any notice to either party hereunder must be in writing signed by the party giving notice, and shall be served either personally or by registered or certified mail addressed as follows:

To University:

Dean  
USF School of Education  
2130 Fulton Street  
San Francisco, CA 94117

With a copy to:

General Counsel  
University of San Francisco  
2130 Fulton Street  
San Francisco, CA 94117

To District:

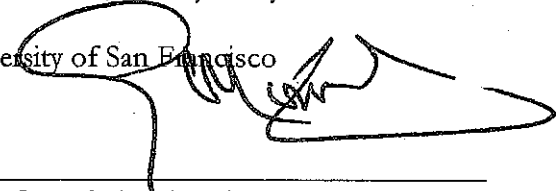
Elk Grove Unified School District  
Attn: Kathleen Flint  
9510 Elk Grove-Florin Road  
Elk Grove, CA 95624

H. Non-Discrimination. The parties agree not to discriminate in employment, academic programs, or the provision of services on the basis of an individual's race, color, religion, religious creed, ancestry, national origin, age (except minors), sex, sexual orientation, marital status, medical condition (cancer-related) or disability and otherwise as required or permitted by law.

I. Status of the Parties. It is expressly understood and agreed that this Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between University and District; rather it is an affiliation between independent contractors, these being University and District.

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

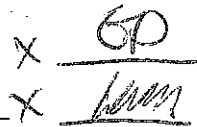
University of San Francisco

By:   
Gerardo Marin, Ph.D.

Vice Provost  
Title

4/24/13  
Date

Elk Grove Unified School District

By:   
Name (Signature)

Name (Print)

Title

Date

**Board Agenda Item**

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

Meeting Date: June 18, 2013**Subject:**Department: Human Resources

Visiting Educator Release Time Agreement with the California Teachers Association (CTA) for Certificated employee Ernest "Toby" Boyd.

**Action Requested:**

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

**Discussion:**

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

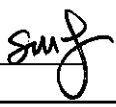
The Board of Education is asked to approve the attached Visiting Educator Release Time Agreement with the California Teachers Association for Ernest "Toby" Boyd.

The new agreement will be from July 1, 2013 through June 30, 2014.

**Financial Summary:**

The California Teachers Association will reimburse the District for the cost of the full-time salary, benefits and related District payroll cost of a Temporary Certificated employee who shall be employed to be a teaching partner in Mr. Boyd's classroom. There is no financial impact to the District.

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

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

1                                   **AGREEMENT REGARDING RELEASE TIME**  
2                                   **PURSUANT TO EDUCATION CODE § 44987**

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

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

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

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

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

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

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

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

26           4. The term of this Agreement is from the date of execution through June  
27 30, 2014.

28                                   X                            X         

Dated: \_\_\_\_\_

\_\_\_\_\_  
Authorized signor on behalf of  
Elk Grove Unified School District

Dated: \_\_\_\_\_

\_\_\_\_\_  
Mikki Cichocki, Secretary-Treasurer  
California Teachers Association



CALIFORNIA  
TEACHERS  
ASSOCIATION

1705 Murchison Drive, Burlingame, CA 94010  
P.O. Box 921, Burlingame, CA 94011-0921  
phone 650.552.5425 // fax 650.552.5019  
**DEPARTMENT OF LEGAL SERVICES**

April 18, 2012

Mr. Clay McAllester  
Human Resources, Director for Certificated Personnel  
Elk Grove Unified School District  
9510 Elk Grove-Florin Road  
Elk Grove, CA 95624

**RE: Agreement Regarding Release Time for E. Toby Boyd**

Dear Mr. McAllester:

Enclosed please find an original copy of the agreement regarding release time for the 2013-14 school year for Toby Boyd.

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

Thank you for your attention to this matter.

Sincerely,

  
Emma Leheny  
Chief Counsel

/ef  
Enclosure

cc: Toby Boyd w/enclosure

## ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No. 22

## Board Agenda Item

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

Meeting Date: June 18, 2013**Subject:**

Approval of Purchase Order History

**Department:** Finance & School Support**Action Requested:**

The Board of Education is asked to approve purchase orders for the weeks of May 16, 2013 through May 27, 2013.

**Discussion:**

The Purchase Order History and Cost Modifications for the month May 16, 2013 through May 27, 2013 are listed below. The purchase orders are on file in the Purchasing Department if you wish to review them.

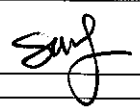
## Encumbrances:

<b><u>Fund</u></b>	<b><u>Purchase Orders Issued</u></b>	<b><u>Purchase Order Encumbrance Costs</u></b>
01 General Fund	80	\$ 2,046,888.29
09 Elk Grove Charter School Fund	03	\$ 9,237.10
11 Adult Education Fund	01	\$ 862.75
25 Developer Fee Capital Facilities Fund	01	\$ 6,740.04
35 State School Facilities Construction Fund	01	\$ 2,924.64
49 Facilities Special Project Fund	03	\$ 29,539.17
<b>Total Encumbrances</b>		<b>\$ 2,096,191.99</b>

**Modifications**

<b><u>Fund</u></b>	<b><u>Purchase Orders Modified</u></b>	<b><u>Purchase Order Modification Costs</u></b>
01 General Fund	01	\$ 835,407.75
11 Adult Education	11	\$ 500.00
13 Food Nutrition Services Fund	13	\$ 155,000.00
35 State School Facilities Construction Fund	01	\$ 17,839.00
<b>Total Modifications</b>		<b>\$1,008,746.75</b>
<b>Financial Summary Grand Total</b>		<b>\$3,104,938.74</b>

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

Division Approval: Rich Fagan Prepared By: Ruth DewSuperintendent Approval: Steven M. Ladd, Ed.D. 

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 23

Board Agenda Item

Supplement No.

Meeting Date: 06/18/13

**Subject:**

Warrant Register No. 11  
All Funds: May 1, 2013 – May 31, 2013

**Department:** Fiscal Services

**Action Requested:**

Approve Warrant Register No. 11 – Warrant Numbers 946615-948447, 282642-283969.

**Discussion:**

Education Code 42632 requires that all payments from the funds of a school district shall be made by written order of the governing board of the district.

It is also required that district orders (warrants) must be numbered and include the following per Education Code 42634:

- The particular fund or funds of the district against which it is drawn,
- The amount of payment to be made,
- An itemized bill showing separate items and the price of each item, (This information is retained in Fiscal Services)
- The rate of salary and the period of service of any employee of the district for whom an order is issued for payment of salary or wages. (This information is retained in the Payroll Office)

The Board is asked to approve Warrant Register No.11 – Warrant Numbers 946615-948447, 282642-283969.

See attached report for Warrant Register No. 11 expenditures.

**Financial Summary:**

Total expenditures for all funds from May 1, 2013 – May 31, 2013, are \$44,092,811.86

Prepared By: Shelley Clark *Shelley Clark*

Division Approval:

Rich Fagan *RF*

Prepared By: Carrie Hargis *Carrie Hargis*

Superintendent Approval:

Steven M. Ladd, Ed.D. *SML*



**WARRANT REGISTER NO.**

DATE	WARRANT NUMBERS	AMOUNT	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Books & Supplies	5000 Services & Other Operating Exps	6000 Capital Outlay Exps	7000 Indirect Costs & Transfers	8000 Revenue	9000 Accts Receivable & Accts Payable
5/3/13	946615-946946	1021394.27				243455.57	707588.06		3400.00	226.94	66723.70
5/10/13	946947-947321	7075242.17			24004.80	222394.87	406103.19			185.00	6422554.31
5/17/13	947322-947664	846857.14			2496.23	244548.99	516705.04			400.30	82706.58
5/24/13	947665-948115	4403358.48			11890.63	397057.2	1387510.35	115777.99	854000.00	14706.00	1622416.31
5/31/13	948116-948447	1421616.81			170487.24	276569.97	928181.85	43097.56			3280.19
TOTALS		14768468.87	0.00	0.00	208878.90	1384026.60	3946088.49	158875.55	857400.00	15518.24	8197681.09

**PAYROLL WARRANTS FUND 1**

DATE	WARRANT NUMBERS	AMOUNT	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Books & Supplies	5000 Services & Other Operating Exps	6000 Capital Outlay Exps	7000 Indirect Costs & Transfers	8000 Revenue	9000 Accts Receivable & Accts Payable
5/10/13	282642-283393	1656258.30	943619.62	712201.68	242.00						195.00
5/17/13	283394-283429	72236.75	51205.41	20963.34							68.00
5/23/13	283430-283445	-1833.42	-1669.93	-672.95							509.46
5/31/13	283446-283969	23951625.77	19390788.84	4390341.03	9921.00						160574.90
TOTALS		25678287.40	20383943.94	5122833.10	10163.00	0.00	0.00	0.00	0.00	0.00	161347.36
(CANCELS)		-86932.96			-82289.63	-133.54	-4509.79				
GRAND TOTAL		40359823.31	20383943.94	5122833.10	136752.27	1383893.06	3941578.70	158875.55	857400.00	15518.24	8359028.45



## ACCOUNTS PAYABLE WARRANTS

DATE	WARRANT NUMBERS	AMOUNT	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Books & Supplies	5000 Services & Other Operating Exps	6000 Capital Outlay Exps	7000 Indirect Costs & Transfers	8000 Revenue	9000 Accts Receivable & Accts Payable
5/3/13	946615-946946	10084.92				2535.21	7549.71				
5/10/13	946947-947321	23695.04				6479.67	16895.37			320.00	
5/17/13	947322-947664	18540.23				4337.90	14202.33				
5/24/13	947665-948115	19676.90				10581.47	8627.43			468.00	
5/31/13	948116-948447	1568.12				595.70	861.42			111.00	
TOTALS		73565.21	0.00	0.00	0.00	24529.95	48136.26	0.00	0.00	899.00	0.00

**PAYROLL WARRANTS FUND 11**

DATE	WARRANT NUMBERS	AMOUNT	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Books & Supplies	5000 Services & Other Operating Exps	6000 Capital Outlay Exps	7000 Indirect Costs & Transfers	8000 Revenue	9000 Accts Receivable & Accts Payable
5/10/13	282642-283393	80715.26	70441.51	10273.75							
5/17/13	283394-283429	825.00		825.00							
5/31/13	283446-283969	138210.78	63896.81	74313.97							
TOTALS		219751.04	134338.32	85412.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(CANCELS)		-13665.90						-13665.90			
GRAND TOTAL		279650.35	134338.32	85412.72	0.00	24529.95	34470.36	0.00	0.00	899.00	0.00



## ACCOUNTS PAYABLE WARRANTS

[illegible]

PAYROLL WARRANTS FUND 13

DATE	WARRANT NUMBERS	AMOUNT	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Books & Supplies	5000 Services & Other Operating Exps	6000 Capital Outlay Exps	7000 Indirect Costs & Transfers	8000 Revenue	9000 Accts Receivable & Accts Payable
5/10/13	282642-283393	107761.64		107761.64							
5/17/13	283394-283429	855.57		855.57							
5/31/13	283446-283969	481573.23	481482.23		91.00						
TOTALS		590190.44	481482.23	108617.21	91.00	0.00	0.00	0.00	0.00	0.00	0.00
(CANCELS)											
GRAND TOTAL		1692680.83	481482.23	108617.21	91.00	1029827.89	79229.60	0.00	0.00	-6567.10	0.00















**Board Agenda Item**

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

Meeting Date June 18, 2013**Subject:****DISPOSAL OF OBSOLETE/SURPLUS PROPERTY.**Department: Finance & School Support**Action Requested:**

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

**Discussion:**

The Transportation Department would like to surplus the following vehicle that was damaged by a fire on Friday, May 16, 2013 and is not economically feasible to repair.

Vehicle ID#: 052B  
Year/Make 2001 Ford/Collins School Bus  
VIN: 1FDWE45FX1HB28485  
License: 1102268  
Mileage: 242419  
Purchased: 9/28/2001  
Used by: Transportation

**Financial Summary:**

No Source of income to the District.

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

Division Approval: Rich Fagan Prepared By: Ruth DewSuperintendent Approval: Steven M. Ladd Ed.D. 

**ELK GROVE UNIFIED SCHOOL DISTRICT**Agenda Item No: 25**Board Agenda Item**

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

Meeting Date: June 18, 2013**Subject:** Acceptance of Gifts**Department:** Fiscal Services**Action Requested:**

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

**Discussion:**

<u>Item</u>	<u>Donor</u>	<u>School/Program</u>	<u>Value</u>	<u>Date Received</u>
Cash Donation	Cynthia Van Duker	Toby Johnson Middle School (Art Supplies)	\$80.00	5/28/2013
Cash Donation	PG&E Corporation Campaign for the Community	Arlene Hein Elementary School	\$276.99	6/4/2013
Cash Donation	Kerr Booster Club	Joseph Kerr Middle School (Music Department)	\$161.00	6/4/2013
Cash Donation	Kerr Booster Club	Joseph Kerr Middle School (Science Department)	\$78.20	6/4/2013
Cash Donation	Mark Meredith	Joseph Kerr Middle School	\$275.00	6/4/2013

Prepared By:

Carrie Hargis

*Carrie Hargis*

Division Approval:

Rich Fagan

*RF*

Prepared By:

Superintendent Approval:

Steven M. Ladd, Ed.D.

*SM*

**Board Agenda Item**

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

Meeting Date: June 18, 2013

**Subject:**

Agreement for Special Services

**Department:** Finance & School Support**Action Requested:**

The Board is requested to approve the attached agreement with School Services of California (SSC) concerning Fiscal Budget Services.

**Discussion:**

The district receives ongoing fiscal information from SSC that is integral to our budgeting process. The specific services received are enumerated below. The contract renewal will provide services for one additional year.

The amount to be paid to SSC is \$2,460 annually (an increase of \$240) plus expenses which is payable at \$205 per month, for the following services for the period from July 1, 2013 through June 30, 2014:

1. Delivery of one copy of each edition of the *Fiscal Report* and one copy of the booklet *Analysis of the Governor's Proposals for the State Budget and K-12 Education*;
2. Provide the option to receive information on SSC's Internet Web Site;
3. Provide an analysis of all major school financial/fiscal legislation and reporting on its legislative/executive branch progress;
4. Eight (8) hours of services annually as the District directs on fiscal issues;
5. Preliminary school district revenue limit worksheets for use in developing annual budgets; and
6. Participation at the Consultant's client rate at the Consultant's school finance conferences and workshops.

**Financial Summary:**

The contract amount is included in the 2013-14 budget.

Prepared By: Rich FaganDivision Approval: Rich Fagan 

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

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

**AGREEMENT FOR SPECIAL SERVICES**  
Fiscal Budget Services

This is an agreement between the **ELK GROVE UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of July 1, 2013.

**RECITALS**

**WHEREAS**, the Client needs assistance regarding issues of school finance, legislation, school budgeting, and general fiscal issues; and

**WHEREAS**, the Consultant, is professionally and specially trained and competent to provide these services; and

**WHEREAS**, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

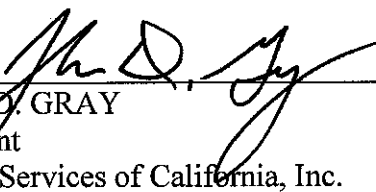
**NOW, THEREFORE**, the parties to this Agreement do hereby mutually agree as follows:

1. Consultant agrees to perform such duties relating to issues of school finance, including:
  - a. Delivery of "one copy" of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact school district fiscal policies, and one copy of the booklet *Analysis of the Governor's Proposals for the State Budget and K-12 Education*
  - b. The option of receiving information on Consultant's website regarding major school finance and policy issues
  - c. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress
  - d. Eight (8) hours of service annually as the Client directs on fiscal issues, including: analysis of specific revenue or expenditure issues, analysis of specific legislative or regulatory issues, and a "quick query" service to provide telephone response to specific fiscal questions of the Client. Services for which the base service hours may not be used, include: mandate questions, Client-specific economy, efficiency, or management consulting services, including, but not limited to, efficiency or management studies, demographic or school facility studies, special education studies, fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance, fiscal analysis for purposes of collective bargaining, legislative representation or advocacy, appearance as an expert witness, provision of depositions or declarations for district legal issues, or, major customized research projects or studies
  - e. Preliminary school district calculation of the base revenue limit using the online base revenue limit calculator on the Consultant's website for use in determining the base revenue limit soon after the budget is adopted based on the major annual school finance legislation

- f. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate
2. The Client agrees to pay the Consultant for services rendered under this Agreement:
  - a. \$2,460 annually, plus expenses, or payable at \$205 per month, plus expenses, for the services listed in Item 1 above, upon billings from Consultant
  - b. For all requested services in excess of eight (8) direct service hours as indicated in Item 1d above in a 12-month period, the applicable hourly rate for the person(s) performing the services shall apply
  - c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site
  - d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials
3. The term of this contract shall be for the period of one year, beginning July 1, 2013, and terminating June 30, 2014. This Agreement may be terminated prior to June 30, 2014, by either party on thirty (30) days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the Client provides written notice. The Client is responsible for these accrued charges and Consultant may bill these additional days. In case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation under Item 2 above.
4. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as indicated below:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Elk Grove Unified School District

BY:  \_\_\_\_\_ DATE: June 3, 2013  
JOHN D. GRAY  
President  
School Services of California, Inc.



## ADDENDUM A TO SPECIAL SERVICES AGREEMENT

As a client of School Services of California, Inc., you have the option of purchasing either or both of our **CADIE** and **SABRE** reports at the client rate. The following information describes the **CADIE** and **SABRE** reports, and the form at the bottom of the page is the **CADIE** and **SABRE** order form.

The Comparative Analysis of District Income and Expenditures (**CADIE**) is a comprehensive computer-generated report comparing your district's revenues and expenses to those of 40 other districts of your choice throughout the state. (Two reports with 20 districts in each). Well over 300 comparisons are made using Standardized Account Code Structure and California Basic Educational Data System data available from the California Department of Education (CDE).

The **CADIE** includes comparative graphic data showing expenditures by average daily attendance (ADA), tabular information showing per ADA and percentage distribution of district revenue and expenses, and staffing levels for certificated and classified nonmanagement and administrative personnel, as well as historical data.

The Salary And Benefits Report (**SABRE**) is generated from the CDE's Certificated Teachers Salary and Benefit data (Form J-90) and compares your district's certificated nonmanagement salary and benefits schedule with those of 40 other districts of your choice. (Two reports with 20 districts in each).

The **SABRE** includes comparative tables and graphic displays for salaries, benefits, and total compensation. It also includes the actual salary and benefit schedules for the selected districts, as well as comparisons of entry level, average, and maximum salaries in ranking order and with historical comparisons.

The analytical uses of the **CADIE** or **SABRE** reports are unlimited. If these products are needed for negotiations, they are claimable as a mandated cost reimbursement—with the exception of local educational agencies opting into the mandate block grant.

Please check the appropriate items:

<input type="checkbox"/> <b>CADIE Only</b>	<b>\$400*</b>	<input type="checkbox"/> <b>Use same districts as last year</b>
<input type="checkbox"/> <b>SABRE Only</b>	<b>\$250*</b>	<input type="checkbox"/> <b>Use districts of similar type and size</b>
<input type="checkbox"/> <b>CADIE and SABRE</b>	<b>\$600*</b>	<input type="checkbox"/> <b>Call me to discuss comparative group</b>

\*Cost for two computer runs using up to 20 comparative districts each. Additional copies are \$25 each.

District Name: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Address (no P.O. Boxes Please): \_\_\_\_\_

Telephone with extension: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

By completing this Addendum and submitting with our contract, the above Client agrees to pay for these reports upon receipt of the products and appropriate billing.

**ELK GROVE UNIFIED SCHOOL DISTRICT**

Agenda Item No: 27

**Board Agenda Item**

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

Meeting Date: June 18, 2013

**Subject:**

**Division:** Finance & School Support

**RECEIPT OF BIDS AND AWARD OF A CONTRACT FOR FOOD AND NUTRITION SERVICES – PAPER BID #535-12/13**

**Action Requested:**

The Board of Education is asked to authorize the award of a contract for furnishing PAPER PRODUCTS

**Discussion:**

On February 26, 2013, bid requests were sent to forty-one (41) vendors to furnish the Elk Grove Unified School District with PAPER PRODUCTS for Food and Nutrition Services.

On Thursday, March 21, 2013 bids were opened and read aloud in the Office of the Director of Purchasing at 2:00 p.m. Twenty (20) vendors responded. The bid results and recap are in the Purchasing Department for further review. The administration recommends the award of contract for PAPER PRODUCTS for Food & Nutrition Services to the following vendors:

<u>VENDOR</u>	<u>SUBTOTAL</u>	<u>TAX 8.0%</u>	<u>TOTAL AWARD</u>
P & R PAPER	\$ 262,101.55	\$ 20,968.12	\$ 283,069.67
DANIELSEN	92,743.04	7,419.44	100,162.48
FOCUS PACKAGING	22,607.60	1,808.61	24,416.21
OAKLAND PACKAGING	11,722.42	937.79	12,660.21
SYSCO	13,595.80	1,087.66	14,683.46
MONAHAN	40,866.90	3,269.35	44,136.25
PRESSED PAPERBOARD	38,739.92	3,099.19	41,839.11
PLASTIC PKG	89,715.86	7,177.27	96,893.13
PLATINUM PKG	37,780.16	3,022.41	40,802.57
AFFILIATED PKG	15,390.24	1,231.22	16,621.46
FLAVOR SEAL	3,007.00	240.56	3,247.56
DAXWELL	6,411.14	512.89	6,924.03
TRANSIL WRAP	669.50	53.56	723.06
<b>TOTAL AWARD</b>	<b>\$ 635,351.13</b>	<b>\$ 50,828.07</b>	<b>\$ 686,179.20</b>

**Financial Summary:**

Funding source has been budgeted through the Food & Nutrition Services General Fund

Prepared By: Ruth Dew

Division Approval: Rich Fagan

Prepared By: Ruth Dew

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

## ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 28

## Board Agenda Item

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

Meeting Date June 18, 2013Subject:Department: Finance & School Support**RECEIPT OF BIDS AND AWARD OF A CONTRACT FOR FOOD AND COMMODITY PRODUCTS -- BID 534-12/13.**Action Requested:

The Board of Education is asked to authorize the award of a contract for furnishing FOOD AND COMMODITY PRODUCTS.

Discussion:

On March 1, 2013, bid request were sent to thirty-four (34) vendors to furnish the Elk Grove Unified School District with FOOD AND COMMODITY PRODUCTS.

On Thursday, March 14, 2013 bids were opened and read aloud in the Office of the Director of Purchasing at 2:00 p.m. Thirteen (13) vendors responded. The bid results and recap are in the Purchasing Department for further review. The administration recommends the award of contract for FOOD AND COMMODITY PRODUCTS to the following vendors:

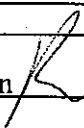
<u>VENDOR</u>	<u>FOOD AMOUNT</u>	<u>COMMODITY AMOUNT</u>	<u>TOTAL AWARD</u>
SYSKO	\$ 1,408,356.05	\$ 0.00	\$ 1,408,356.05
DANIELSEN	872,031.91	68,443.90	940,475.81
HAYES	334,930.06	0.00	334,930.06
CHURCHFIELD	77,969.80	0.00	77,969.80
GLOBAL FOODS	17,400.00	0.00	17,400.00
ROB ROSS FOODS	68,456.70	0.00	68,456.70
HANS EVENSON	33,000.00	0.00	33,000.00
	\$ 2,812,144.52	\$ 68,443.90	\$ 2,880,588.42

Financial Summary:

Funding source has been budgeted through The Food & Nutrition Services General operating funds.

Prepared By: Ruth Dew

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

Rich Fagan Prepared By: Ruth DewSuperintendent Approval: Steven M. Ladd, Ed.D. 

## Board Agenda Item

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

Meeting Date: June 18, 2013

**Subject:****Department:** Finance & School Support

**APPROVAL OF THE DISTRICT TECHNOLOGY SERVICES DEPARTMENT TO RENT/LEASE COPIER EQUIPMENT AS REQUIRED COOPERATIVELY THROUGH WSCA (WESTERN STATES CONTRACTING ALLIANCE)**

**Action Requested:**

The Board of Education is asked to approve a contract authorizing Elk Grove Unified School District Technology Services to rent/lease printer/copier equipment through WSCA (Western States Contracting Alliance)

**Discussion:**

The two Xerox (4147) printer/copiers that are currently on lease in the Technology Services Department expired on June 6, 2013. The new lease proposal will provide two new printer/copiers (D125) for production printing of student and financial reports.

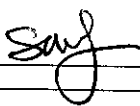
Public Code Section 20118 provides a statutory exception to the competitive bidding requirements set forth in the Public Contract Code by allowing districts to utilize cooperative bids secured by other districts or public entities for the purchase of materials and equipment. It is in the best interest of the Elk Grove Unified School District to utilize the pricing from WSCA.

The WSCA contract #07-247-1800 expires on June 30, 2014.

**Financial Summary:**

An ongoing funding source has been budgeted through Technology Services General Fund for the monthly payments. Terms of the lease are 60 months (includes trade in of existing equipment) \$4,500/month. (the new lease will reduce the monthly payments by \$436.58) 01-842-5510-7700-0000-0000-0-5610

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

Division Approval: Rich Fagan Prepared By: Ruth DewSuperintendent Approval: Steven M. Ladd, Ed.D. 

**ELK GROVE UNIFIED SCHOOL DISTRICT**Agenda Item No: 30**Board Agenda Item**

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

Meeting Date: June 18 2013**Subject:****Department:** Finance & School Support

APPROVAL OF THE DISTRICT TRANSPORTATION DEPARTMENT TO ENTER INTO A PURCHASE AGREEMENT FOR THREE (3) 2013 BLUE BIRD BBCV2311S BUSES

**Action Requested:**

The Board of Education is asked to authorize the purchase of three (3) 2013 Blue Bird BBCV2311S buses through the Waterford Unified School District.

**Discussion:**

The Elk Grove Unified School District's Transportation Department is requesting to purchase three (3) Blue Bird BBCV2311S buses from A-Z Bus Sales, Inc.

These buses have been made available through a contract, which was bid #01/12 from the Waterford Unified School District. This item was board approved by the Waterford Unified School District Board of Education on November 8, 2012, with an extension through December 31, 2013. Documentation is located in the Purchasing Department for further review if necessary.

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

**Number of Buses****Description****Amount**

3

Blue Bird Vision 26+1 Variable Bus  
BBCV2311S\$135,995.00 @  
\$407,985.00 (3)**Financial Summary:**

Costs for two busses are included in the 2013-14 Adopted Budget for the General Fund (01). Cost for one bus is included in the 2013-14 Developer Fee Capital Facilities Fund (25) budget.

**Prepared By:** \_\_\_\_\_**Division Approval:** Rich Fagan **Prepared By:** Ruth Dew, Director**Superintendent Approval:** Steven M. Ladd, Ed.D.

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 31

**Board Agenda Item**

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

Meeting Date June 18, 2013

Subject:

Division: Facilities and Planning

**2013 Fencing at John Reith and Union House Elementary Schools  
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:

The Administration has combined two (2) separate projects into one bid package and subsequent contract in order to maximize efficiency and expedite the work.

At John Reith Elementary School the work will include the installation of new ornamental fence and chain link fencing as well as relocating some existing ornamental steel panels in order to provide safer environment for the students and staff and to ensure that visitors must check in at the school office in order to access the campus during schools hours.

At Union House Elementary School new ornamental steel fencing and gates will be added to provide improved safety, reduce weekend vandalism and to improve site operations while ensuring that visitors must check in at the school office in order to access the campus during school hours.

The Administration will be opening bids on June 10, 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 from Fund 49 in the amount of \$\_\_\_\_\_. (final amount to be input when bids are opened on June 10, 2013).

Prepared By: Brad Parsons *BP* Division Approval: Robert Pierce *RP*  
Prepared By: Lee Leavelle *LL* Superintendent Approval: Steven M. Ladd Ed.D. *smf*

**Board Agenda Item****Subject:**Division: Facilities and Planning

**Florin Elementary School, Heating Ventilation and Air Conditioning Replacement  
Acceptance and Notice of Completion**

**Action Requested:**

The Board of Education is asked to (1) accept the construction of Florin Elementary School, Heating Ventilation and Air Conditioning Replacement, and (2) authorize the filing of the Notice of Completion.

**Discussion:**

On April 16, 2013, the Board of Education awarded a contract to Comfort Air, Inc., for the Florin Elementary School, Heating Ventilation and Air Conditioning Replacement project. The work has been completed and is recommended for acceptance by the Engineer.

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

**Financial Summary:**

Not applicable.

Prepared By: Josef Tavora  Division Approval: Robert Pierce Prepared By: Lee Leavelle  Superintendent Approval: Steven M. Ladd, Ed.D. 

**Board Agenda Item****Subject:**Division: Facilities and Planning

**Gate Project at Valley High 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 consists of the installation of new gates and hardware accessories for the new perimeter fencing at the Valley High School campus.

A previous fencing project for this site was postponed when it was discovered that access compliance regulation, under a strict interpretation by the Division of State Architect's (DSA) office, made the project cost prohibitive. District Staff immediately embarked on a discussion with DSA to amend a statewide Interpretation of Documents Regulation (IR A-22 rev. 3-22-13) to allow more streamlined and efficient security fencing improvements at school sites while still meeting the applicable building codes and access compliance laws. In order to continue progress toward the ultimate goal of a secure perimeter at the campus the fencing project was designed and bid excluding gates that crossed the accessible path of travel while District Staff and DSA worked through the regulatory process. Now that IR A-22 has been revised and codified we are proceeding with the installation of gates to complete the entire Security Fencing project.

The Administration received and opened three (3) bids for the Gate Project at Valley High School project on May 28, 2013, at 2:00 p.m. On May 30, 2013 Crusader Fence Company, Inc. contacted District staff requesting relief from their bids due to a significant and material mistake made in their bid calculations. After a review of legal requirements and under advisement of legal counsel, District staff conducted an investigation and thorough review of Crusader Fence's bid and calculations and determined that a significant material error was made in their bid. In accordance with Public Contract Code this mistake has been substantiated, verified and documented. Based on Public Contract Code and the findings of Administration and Legal Counsel, Staff is recommending that Crusader Fence be relieved of their bid. See Attachment A for a tabulation of bids. Golden Bay Fence Plus Iron Works, Inc. submitted the next lowest bid.

The Administration recommends the award of contract to Golden Bay Fence Plus Iron Works, Inc., for the base bid of \$58,197.00.

**Financial Summary:**

The project is funded from Fund 49 in the amount of \$58,197.00.

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



**Bid Summary****Gate Project @ Valley High School**

Elk Grove Unified School District

May 28, 2013, 2pm



Plan Holder Name	Bid Form Signed	Sub List w/ Lic #s	Finger-printing	Non-Collusion Affidavit	Bid Bond	Base Bid
Arrow Fence Company	x	x	x	x	x	\$62,165.00
Crusader Fence Company, Inc.	x	x	x	x	x	\$27,924.00
Golden Bay Fence Plus Iron Works, Inc.	x	x	x	x	x	\$58,197.00

3

1

2

These bids will receive Board consideration on:

June 18, 2013

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 34

**Board Agenda Item**

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

Meeting Date June 18, 2013

**Subject:**

Division: Facilities and Planning

**Gate Project at Florin High 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 consists of the installation of new gates and hardware accessories for the new perimeter fencing at the Florin High School campus.

A previous fencing project for this site was postponed when it was discovered that access compliance regulation, under a strict interpretation by the Division of State Architect's (DSA) office, made the project cost prohibitive. District Staff immediately embarked on a discussion with DSA to amend a statewide Interpretation of Documents Regulation (IR A-22 rev. 3-22-13) to allow more streamlined and efficient security fencing improvements at school sites while still meeting the applicable building codes and access compliance laws. In order to continue progress toward the ultimate goal of a secure perimeter at the campus the fencing project was designed and bid excluding gates that crossed the accessible path of travel while District Staff and DSA worked through the regulatory process. Now that IR A-22 has been revised and codified we are proceeding with the installation of gates to complete the entire Security Fencing project.

The Administration received and opened three (3) bids for the Gate Project at Florin High School project on May 28, 2013, at 3:00 p.m. On May 30, 2013 Crusader Fence Company, Inc. contacted District staff requesting relief from their bids due to a significant and material mistake made in their bid calculations. After a review of legal requirements and under advisement of legal counsel, District staff conducted an investigation and thorough review of Crusader Fence's bid and calculations and determined that a significant material error was made in their bid. In accordance with Public Contract Code this mistake has been substantiated, verified and documented. Based on Public Contract Code and the findings of Administration and Legal Counsel, Staff is recommending that Crusader Fence be relieved of their bid. See Attachment A for a tabulation of bids. Arrow Fence Company submitted the next lowest bid.

The Administration recommends the award of contract to Arrow Fence Company for the base bid of \$85,972.00.

**Financial Summary:**

The project is funded from Fund 49 in the amount of \$85,972.00.

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

**Bid Summary****Gate Project @ Florin High School**

Elk Grove Unified School District

May 28, 2013, 3pm



Plan Holder Name	Bid Form Signed	Sub List w/ Lic #s	Finger- printing	Non-Collusion Affidavit	Bid Bond	Base Bid	
Arrow Fence Company	X	X	X	X	X	\$85,972.00	2
Crusader Fence Company, Inc.	X	X	X	X	X	\$53,987.00	1
Golden Bay Fence Plus Iron Works, Inc.	X	X	X	X	X	\$93,260.00	3

These bids will receive Board consideration on:

June 18, 2013

## Board Agenda Item

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

Meeting Date June 18, 2013

**Subject:** 2013-14 Ratification of CIF Representatives**Division:** Secondary Education

**Action Requested:** The Board of Education is requested to appoint representatives from the District's high schools to serve as each school's league/conference representative for the 2013-14 school year.

**Discussion:** Each year the Elk Grove Unified School District Board of Education, at a regular Board meeting is required to appoint individuals to serve for the school year as the school's CIF league/conference representative. The schools and representatives for the 2013-14 school year are:

Cosumnes Oaks High School	Patrick McDougall, Principal William Kapp, Athletic Director
Elk Grove High School	Cathy Guy, Principal Bob Levin, Athletic Director
Florin High School	Don Ross, Principal George Smith, Athletic Director
Franklin High School	Michael Reed, Principal Michael Cody, Athletic Director
Laguna Creek High School	Doug Craig, Principal Brian LoForte, Athletic Director
Monterey Trail High School	David Byrd, Principal Rick Arcuri, Athletic Director
Pleasant Grove High School	Hank Meyer, Principal Jeff Caton, Athletic Director
Sheldon High School	Paula Duncan, Principal Denise Aguilar, Athletic Director
Valley High School	Chelsea Bowler-Shelton, Principal Rod Edmiston, Athletic Director

**Financial Summary:** N/APrepared By: Jim SmrekarDivision Approval:  Christina C. Penna

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

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

**2013-2014 Designation of CIF Representatives to League**

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESS ON REVERSE SIDE)** no later than July 2, 2013.

ELK GROVE UNIFIED School District/Governing Board at its June 18, 2013 meeting,  
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2013-2014 school year as the school's league representative:

**PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES**

NAME OF SCHOOL **COSUMNES OAKS HIGH SCHOOL**

NAME OF REPRESENTATIVE Patrick McDougall POSITION Principal  
ADDRESS 9850 Lotz Parkway CITY Elk Grove ZIP 95757  
PHONE 916-683-7670 FAX 916-683-4522 E-MAIL pmcdouga@egusd.net

NAME OF SCHOOL **COSUMNES OAKS HIGH SCHOOL**

NAME OF REPRESENTATIVE Bill Kapp POSITION Athletic Director  
ADDRESS 9850 Lotz Parkway CITY Elk Grove ZIP 95757  
PHONE 916-683-7670 FAX 916-683-4522 E-MAIL wkapp@egusd.net

NAME OF SCHOOL **ELK GROVE HIGH SCHOOL**

NAME OF REPRESENTATIVE Cathy Guy POSITION Principal  
ADDRESS 9800 Elk Grove-Florin Road CITY Elk Grove ZIP 95624  
PHONE 916-686-7741 FAX 916-685-5515 E-MAIL cguy@egusd.net

NAME OF SCHOOL **ELK GROVE HIGH SCHOOL**

NAME OF REPRESENTATIVE Bob Levin POSITION Athletic Director  
ADDRESS 9800 Elk Grove-Florin Road CITY Elk Grove ZIP 95624  
PHONE 916-686-7741 FAX 916-685-5515 E-MAIL rwlevin@egusd.net

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Steven M. Ladd, Ed.D. Signature \_\_\_\_\_  
Address 9510 Elk Grove-Florin Road City Elk Grove Zip 95624  
Phone 916-686-7700 Fax 916-686-7787

**PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE,  
SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.**

**2013-2014 Designation of CIF Representatives to League**

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESS ON REVERSE SIDE)** no later than July 2, 2013.

ELK GROVE UNIFIED School District/Governing Board at its June 18, 2013 meeting,  
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2013-2014 school year as the school's league representative:

**PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES**

NAME OF SCHOOL FLORIN HIGH SCHOOL

<u>NAME OF REPRESENTATIVE</u> Don Ross	<u>POSITION</u> Principal
<u>ADDRESS</u> 7956 Cottonwood Lane	<u>CITY</u> Sacramento <u>ZIP</u> 95828
<u>PHONE</u> 916-689-8600 <u>FAX</u> 916-689-7430	<u>E-MAIL</u> dkross@egusd.net

NAME OF SCHOOL FLORIN HIGH SCHOOL

<u>NAME OF REPRESENTATIVE</u> George Smith	<u>POSITION</u> Athletic Director
<u>ADDRESS</u> 7956 Cottonwood Lane	<u>CITY</u> Sacramento <u>ZIP</u> 95828
<u>PHONE</u> 916-689-8600 <u>FAX</u> 916-689-7430	<u>E-MAIL</u> gtsmith@egusd.net

NAME OF SCHOOL FRANKLIN HIGH SCHOOL

<u>NAME OF REPRESENTATIVE</u> Michael Reed	<u>POSITION</u> Principal
<u>ADDRESS</u> 6400 Whitelock Parkway	<u>CITY</u> Elk Grove <u>ZIP</u> 95757
<u>PHONE</u> 916-714-8150 <u>FAX</u> 916-714-8155	<u>E-MAIL</u> miareed@egusd.net

NAME OF SCHOOL FRANKLIN HIGH SCHOOL

<u>NAME OF REPRESENTATIVE</u> Mike Cody	<u>POSITION</u> Athletic Director
<u>ADDRESS</u> 6400 Whitelock Parkway	<u>CITY</u> Elk Grove <u>ZIP</u> 95757
<u>PHONE</u> 916-714-8150 <u>FAX</u> 916-714-8155	<u>E-MAIL</u> mcody@egusd.net

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

<u>Superintendent's or Principal's Name</u> Steven M. Ladd, Ed.D.	<u>Signature</u>
<u>Address</u> 9510 Elk Grove-Florin Road	<u>City</u> Elk Grove <u>Zip</u> 95624
<u>Phone</u> 916-686-7700	<u>Fax</u> 916-686-7787

**PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE,  
SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.**

**2013-2014 Designation of CIF Representatives to League**

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESS ON REVERSE SIDE)** no later than July 2, 2013.

ELK GROVE UNIFIED School District/Governing Board at its June 18, 2013 meeting,  
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2013-2014 school year as the school's league representative:

**PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES**

NAME OF SCHOOL LAGUNA CREEK HIGH SCHOOL

NAME OF REPRESENTATIVE Doug Craig POSITION Principal  
ADDRESS 9050 Vicino Drive CITY Elk Grove ZIP 95758  
PHONE 916-683-1339 FAX 916-683-3128 E-MAIL dcraig@egusd.net

NAME OF SCHOOL LAGUNA CREEK HIGH SCHOOL

NAME OF REPRESENTATIVE Brian LoForte POSITION Athletic Director  
ADDRESS 9050 Vicino Drive CITY Elk Grove ZIP 95758  
PHONE 916-683-1339 FAX 916-683-3128 E-MAIL bloforte@egusd.net

NAME OF SCHOOL MONTEREY TRAIL HIGH SCHOOL

NAME OF REPRESENTATIVE David Byrd POSITION Principal  
ADDRESS 8661 Power Inn Road CITY Elk Grove ZIP 95624  
PHONE 916-688-0050 FAX 916-688-0058 E-MAIL dbyrd@egusd.net

NAME OF SCHOOL MONTEREY TRAIL HIGH SCHOOL

NAME OF REPRESENTATIVE Rick Arcuri POSITION Athletic Director  
ADDRESS 8661 Power Inn Road CITY Elk Grove ZIP 95624  
PHONE 916-688-0050 FAX 916-688-0058 E-MAIL rarcuri@egusd.net

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Steven M. Ladd, Ed.D. Signature \_\_\_\_\_  
Address 9510 Elk Grove-Florin Road City Elk Grove Zip 95624  
Phone 916-686-7700 Fax 916-686-7787

**PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE,  
SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.**

**2013-2014 Designation of CIF Representatives to League**

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESS ON REVERSE SIDE)** no later than July 2, 2013.

ELK GROVE UNIFIED School District/Governing Board at its June 18, 2013 meeting,  
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2013-2014 school year as the school's league representative:

**PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES**

NAME OF SCHOOL PLEASANT GROVE HIGH SCHOOL

NAME OF REPRESENTATIVE Hank Meyer POSITION Principal  
ADDRESS 9531 Bond Road CITY Elk Grove ZIP 95624  
PHONE 916-686-0230 FAX 916-686-0239 E-MAIL hmeyer@egusd.net

NAME OF SCHOOL PLEASANT GROVE HIGH SCHOOL

NAME OF REPRESENTATIVE Jeff Caton POSITION Athletic Director  
ADDRESS 9531 Bond Road CITY Elk Grove ZIP 95624  
PHONE 916-686-0230 FAX 916-686-0239 E-MAIL jcaton@egusd.net

NAME OF SCHOOL SHELDON HIGH SCHOOL

NAME OF REPRESENTATIVE Paula Duncan POSITION Principal  
ADDRESS 8333 Kingsbridge Drive CITY Sacramento ZIP 95829  
PHONE 916-681-7500 FAX 916-681-7505 E-MAIL pduncan@egusd.net

NAME OF SCHOOL SHELDON HIGH SCHOOL

NAME OF REPRESENTATIVE Denise Aguilar POSITION Athletic Director  
ADDRESS 8333 Kingsbridge Drive CITY Sacramento ZIP 95829  
PHONE 916-681-7500 FAX 916-681-7505 E-MAIL daguilar@egusd.net

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Steven M. Ladd, Ed.D. Signature \_\_\_\_\_  
Address 9510 Elk Grove-Florin Road City Elk Grove Zip 95624  
Phone 916-686-7700 Fax 916-686-7787

**PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE,  
SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.**



## ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No. 36

Board Agenda Item

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

Meeting Date June 18, 2013**Subject:**Department: PreK-6 Education**2012-2013 State Preschool Program Self-Evaluation****Action Requested:**

The Board of Education is requested to review the attached 2012-2013 California State Preschool Programs (CSPP) Program Self-Evaluation Annual Report.

**Discussion:**

The Child Development Division of the California Department of Education, contract CSPP-2038 provides funds to our PreK state program. Each year we complete a self-evaluation. The process includes administrators, staff, and parents and focuses on the Desired Results Developmental Profile (DRDP) screening.

Teachers complete two DRDP screenings for each of their students. The first assessment period was August 22 through October 14, 2012. The second assessment period was November 1, 2012 through April 23, 2013.

At the end of the first assessment period, the results were reviewed by each student's teacher, parent(s), the instructional coach, and program specialist. After reviewing the results, each teacher created an action plan for their students and a program-wide action plan was created to address the overall needs of the program.

In addition, parents were given the opportunity to provide input during parent conferences, through the Parent Survey, and at the Parent Advisory Committee meetings.

Board Member, Jeanette J. Amavisca, participated in the documentation review.

**Financial Summary:**

There is no cost to the district.

Prepared By: Claudia CharterDivision Approval: Donna Cherry Prepared By: Bob Roe Superintendent's Approval: Steven M. Ladd, ED.D. 

**Fiscal Year 2012–13 Program Self-Evaluation  
Forms**

**All Forms Due:  
Monday, June 3, 2013, 5 p.m.**

**Desired Results Program Action Plan – Reflection on Action Steps**

<b>Contractor Name:</b> Elk Grove Unified School District			
<b>Contract Type, Education Network, and/or Cal-SAFE CSPP 2038</b>		<b>Age Group (Infant/Toddler, Preschool, School-Age)</b> Preschool	
<b>Planning Date</b> May 22, 2013		<b>Lead Planner's Name and Position</b> Robert Roe, Program Director	
<b>Follow-up Date(s)</b> August 2012      November 2012      May 2013		<b>Lead Planner's Name and Position</b> Claudia Charter, Program Specialist	

This form can be expanded and is not limited to a single page.

<p><b>Reflection: Review each Program Action Plan (CD 4001A) submitted in the FY 2011–12 Program Self-Evaluation Report. Below, provide a narrative summarizing the outcome of each action step. Record how each action step was successfully accomplished. If there were modifications or revisions to the action steps, reflect on and record the outcome of those changes.</b></p>			
<p><b>Educational Goals 2012 - 2013</b></p> <p>40% of students will be at the building level, and 45% of students will be at the integrating level in the domain: Self and Social Development, at the end of the second assessment period in</p>	<p><b>Action Steps Taken in 2012/2013 School Year</b></p> <p>All teachers have been trained on the Classroom Assessment Scoring System (CLASS)</p> <p>Professional Development using the California Preschool Curriculum Framework, Volume 1, focusing on strategies for promoting Social-Emotional Development was delivered in</p>	<p><b>Outcome</b></p> <p>39.7% of students are at the building level and 44.9% of students are at the integrating level in the</p>	


<p><b>school year 2012-2013</b></p>	<p><b>August, 2012.</b></p> <p>Professional Development using the CLASS tool focusing on the domain: Emotional Support, was delivered in October, 2012.</p> <p>Professional Development using the Social and Emotional Foundations for Early Learning (CSEFEL) focusing on creating nurturing and responsive relationships was delivered in January 2013. Follow-up professional development was delivered in April 2013.</p> <p>Classroom books, puppets, pictures, and pocket charts were purchased to support teaching social and emotional skills.</p> <p>Early Childhood Environmental Rating Scale (ECERS) was completed in every classroom to support teachers professional development as well as evaluate classroom needs.</p> <p>The Desired Results Developmental Profile (DRDP) was completed for each child in November 2012 and April 2013.</p>	<p><b>domain: Self and Social Development,</b></p> <p>at the end of the second assessment period in school year 2012-1013.</p> <p>The program successfully accomplished each action step it took in order to meet goals set for the 2012-2013 school year. Goals created were achieved.</p>
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<p>38% of students will be at the building level and 45% of students will be at the integrating level in the domain: Language and Literacy Development at the end of the second assessment period in school year 2012-2013.</p>	<p>Teachers were provided literacy development training focusing on comprehension in February 2013.</p> <p>Program specialists and site supervisors supervised and facilitated on-going strategies for promoting comprehension of age appropriate text throughout the school year.</p>	<p>34.0% of students are at the building level and 41.7% of teachers are at the integrating level in the domain: Language and Literacy Development at the end of the second assessment period in school year 2012-2013.</p> <p>The program accomplished each action step set forth for the 2012 – 2013 school year, however it did not meet the goals.</p>
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		<b>Continued professional Development in this area will be included in professional development plans for the 2013 – 2014 school year.</b>
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### Program Self-Evaluation Annual Report

<b>Contractor's Legal Name</b> Elk Grove Unified School District			
<b>Vendor Number</b> CSPP 2038			<input type="checkbox"/> Cal-SAFE CDS Code
<b>Contract and Age</b>	<input checked="" type="checkbox"/> CSPP <input type="checkbox"/> CCTR – (Infant/Toddler) <input type="checkbox"/> CCTR – (School Age) <input type="checkbox"/> Education Network (Infant/Toddler) <input type="checkbox"/> Education Network (Preschool) <input type="checkbox"/> CHAN <input type="checkbox"/> CMIG - (Infant/Toddler) <input type="checkbox"/> CMIG - (Preschool)		
<b>Date Program Self-Evaluation Completed</b>		May 22, 2013	
<b>Number of Classrooms</b>	9	<b>Number of Family Child Care Homes</b>	
<b>Describe the Program Self-Evaluation Process</b> (Note: This area expands as necessary.)  <p>The program self-evaluation process included administrators, staff, and parents and focused on the Desired Results Developmental (DRDP) screening and Parent Survey of Findings.</p> <p>Teachers completed the DRDP screening for each of their students twice during the school year. The first assessment period took place between August 22, 2012 and October 12, 2012. The second assessment period took place between November 19, 2012 and April 19, 2013.</p> <p>At the end of the first assessment period the results of the assessments were reviewed by each student's teacher, parent(s), the instructional coach, and the program specialist. After reviewing the results, each teacher created an action plan for their students and a program wide action plan was created looking at the overall needs of the program. Parents provided input at parent conferences, through the parent survey, at classroom parent meetings, and at the Parent Advisory Committee meetings.</p> <p>At the end of the second assessment period the results of the assessments were reviewed by each student's teacher, the instructional coach, and the program specialist. After reviewing the results, each teacher looked at their strengths and weaknesses based on the results of the DRDP and collaborated to share what they are doing to improve student outcomes in their individual classrooms. Individual results were shared with parents and parents provided input at the Parent Advisory Committee meeting. A program wide action plan was created looking at the overall needs of the program and includes professional development plans for the 2013 – 2014 school year.</p> <p>A parent survey was given to obtain their feedback regarding how to enhance the preschool program.</p> <p>Jeanette Amavisca, School Board Member, reviewed the documents with preschool administration to complete the self evaluation process.</p>			

A copy of the Program Self-Evaluation will be/has been presented to the Governing Board.		Date June 18, 2013
A copy of the Program Self-Evaluation will be/has been presented to teaching/program staff.		Date August 6, 2013
A copy of the Program Self-Evaluation will be/has been presented to parents.		Date October, 2013
Statement of Completion I certify that a Program Self-Evaluation was completed.	Signature  Name, Title, and Phone Number Jeanette Amavisca School Board Member 916-686-7700	Date May 24, 2013



**Desired Results Developmental Profile Summary of Findings  
And Program Action Plan – Program or Network Level**

<b>Contractor Name</b> Elk Grove Unified School District		<b>Age Group (Infant/Toddler, Preschool, School-Age)</b> Preschool
<b>Contract Type, Education Network, and/or Cal-SAFE CSPP 2038</b>		
<b>Planning Date</b> May, 2013	<b>Lead Planner's Name and Position</b> Robert Roe, Program Director	
<b>Follow-up Date(s)</b> July, October, 2013      February, 2014      May, 2014	<b>Lead Planner's Name and Position</b> Claudia Charter, Program Specialist	

This form can be expanded and is not limited to a single page.

Key Findings from Developmental Profiles And Educational Goal (What will be accomplished for children?)	Action Steps (Including materials and training needed, schedule, space and supervision changes)	Expected Completion Date and Persons Responsible
38.0% of students are at the building level and 45% of students are at the integrating level in the domain: Language and Literacy Development (LLD).	Teachers will be provided literacy development training using materials from the Classroom Assessment Scoring System program focusing on Instructional Support.	October 2013 Program Specialist Instructional Coach
37.0% of students will be at the building level and 45.0% of students will be at the integrating level in the domain: Language and Literacy Development at the end of the second assessment period in school year 2013-2014.	Teachers will be provided with professional development using the California Preschool Curriculum Framework, Volume I, which provides information and strategies on comprehension, analysis of age appropriate text, and literacy interest and response.	February 2014 Program Specialist Instructional Coach

<p>40.7% of students are at the building level and 43.2% of students are at the integrating level in the domain: Cognitive Development (COG).</p> <p>43.0% of students will be at the building level and 45% of students will be at the integrating level in the domain: Cognitive Development at the end of the second assessment period in school year 2013 – 2014.</p>	<p>Teachers will be provided with professional development in strategies for using open ended questions and promoting children's curiosity and initiative using materials from the Connections Project, Learning Communities for All Children and the Preschool Curriculum Framework, Volume I.</p>	<p>February 1014 Program Specialist Instructional Coach</p>
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Agenda Item No. 37

Board Agenda Item

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

Meeting Date June 18, 2013**Subject:**Department: PreK-6 Education**2012-2013 State Preschool Program Self-Evaluation****Action Requested:**

The Board of Education is requested to review the attached 2012-2013 California Pre-Kindergarten Support (CPKS) Program Self-Evaluation Annual Report.

**Discussion:**

The Child Development Division of the California Department of Education, contract CPKS-2075 provides funds to supplement Language Arts in our PreK programs. Each year we complete a self-evaluation. The process includes administrators, staff, and parents and focuses on the Desired Results Developmental Profile (DRDP) screening.

Teachers complete two DRDP screenings for each of their students. The first assessment period was August 22 through October 14, 2012. The second assessment period was November 1, 2012 through April 23, 2013.


At the end of the first assessment period, the results were reviewed by each student's teacher, parent(s), the instructional coach, and program specialist. After reviewing the results, each teacher created an action plan for their students and a program-wide action plan was created to address the overall needs of the program.

In addition, parents were given the opportunity to provide input during parent conferences, through the Parent Survey, and at the Parent Advisory Committee meetings.

Board Member, Jeanette J. Amavisca, participated in the documentation review.

**Financial Summary:**

There is no cost to the district.

Prepared By: Claudia CharterDivision Approval: Donna Cherry Prepared By: Bob Roe Superintendent's Approval: Steven M. Ladd, ED.D. 

**Fiscal Year 2012–13 Program Self-Evaluation  
Forms**

**All Forms Due:  
Monday, June 3, 2013, 5 p.m.**

**Desired Results Program Action Plan – Reflection on Action Steps**

<b>Contractor Name</b> Elk Grove Unified School District		<b>Age Group (Infant/Toddler, Preschool, School-Age)</b> Preschool
<b>Contract Type, Education Network, and/or Cal-SAFE</b> CPKS 2075		<b>Lead Planner's Name and Position</b> Robert Roe, Program Director
<b>Planning Date</b> May 2012		<b>Lead Planner's Name and Position</b> Claudia Charter, Program Specialist
<b>Follow-up Date(s)</b> August 2012    November 2012    May 2013		


This form can be expanded and is not limited to a single page.

<p><b>Reflection: Review each Program Action Plan (CD 4001A) submitted in the FY 2011–12 Program Self-Evaluation Report. Below, provide a narrative summarizing the outcome of each action step. Record how each action step was successfully accomplished. If there were modifications or revisions to the action steps, reflect on and record the outcome of those changes.</b></p>		
<p><b>Educational Goals 2012 – 2013</b></p> <p>38% of students will be at the building level and 45% of students will be at the integrating level in the domain: Language and Literacy Development at the end of the second assessment period in school year 2012 – 2013.</p>	<p><b>Action Steps Taken in 2012–2013 School Year</b></p> <p>Teachers were provided literacy development training focusing on comprehension in February 2013.</p> <p>Program specialists and site supervisors supervised and facilitated on-going strategies for promoting comprehension of age appropriate text throughout the school year.</p>	<p><b>Outcome</b></p> <p>34% of students are at the building level and 41.7 percent of students are at the integrating level in the domain: Language and Literacy Development at the end of the second assessment period in school year</p>

<p>2012 – 2013. The program accomplished the action steps set forth for the 2012 – 2013 school year however it did not meet the goals. Continued professional development in this area will be included in professional development plans for the 2013 – 2014 school year.</p>		
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### Program Self-Evaluation Annual Report

<b>Contractor's Legal Name</b> Elk Grove Unified School District			
<b>Vendor Number</b> CPKS 2075			<input type="checkbox"/> <b>Cal-SAFE</b> <b>CDS Code</b>
<b>Contract and Age</b>	<input checked="" type="checkbox"/> <b>CSPP</b> <input type="checkbox"/> <b>CCTR – (Infant/Toddler)</b> <input type="checkbox"/> <b>CCTR – (School Age)</b> <input type="checkbox"/> <b>Education Network (Infant/Toddler)</b> <input type="checkbox"/> <b>Education Network (Preschool)</b> <input type="checkbox"/> <b>CHAN</b> <input type="checkbox"/> <b>CMIG - (Infant/Toddler)</b> <input type="checkbox"/> <b>CMIG - (Preschool)</b>		
<b>Date Program Self-Evaluation Completed</b>		May 22, 2013	
<b>Number of Classrooms</b>	9	<b>Number of Family Child Care Homes</b>	
<b>Describe the Program Self-Evaluation Process (Note: This area expands as necessary.)</b>  <p>The program self-evaluation process included administrators, staff, and parents and focused on the Desired Results Developmental (DRDP) screening and Parent Survey of Findings.</p> <p>Teachers completed the DRDP screening for each of their students twice during the school year. The first assessment period took place between August 22, 2012 and October 12, 2012. The second assessment period took place between November 19, 2012 and April 19, 2013.</p> <p>At the end of the first assessment period the results of the assessments were reviewed by each student's teacher, parent(s), the instructional coach, and the program specialist. After reviewing the results, each teacher created an action plan for their students and a program wide action plan was created looking at the overall needs of the program. Parents provided input at parent conferences, through the parent survey, at classroom parent meetings, and at the Parent Advisory Committee meetings.</p> <p>At the end of the second assessment period the results of the assessments were reviewed by each student's teacher, the instructional coach, and the program specialist. After reviewing the results, each teacher looked at their strengths and weaknesses based on the results of the DRDP and collaborated to share what they are doing to improve student outcomes in their individual classrooms. Individual results were shared with parents and parents provided input at the Parent Advisory Committee meeting. A program wide action plan was created looking at the overall needs of the program and includes professional development plans for the 2013 – 2014 school year.</p> <p>A parent survey was given to obtain their feedback regarding how to enhance the preschool program.</p> <p>Jeanette Amavisca, School Board Member, reviewed the documents with preschool administration to complete the self evaluation process.</p>			

<b>A copy of the Program Self-Evaluation will be/has been presented to the Governing Board.</b>		<b>Date</b> June 18, 2013
<b>A copy of the Program Self-Evaluation will be/has been presented to teaching/program staff.</b>		<b>Date</b> August 6, 2013
<b>A copy of the Program Self-Evaluation will be/has been presented to parents.</b>		<b>Date</b> October 8, 2013
<b>Statement of Completion</b> <b>I certify that a Program Self-Evaluation was completed.</b>	<b>Signature</b>  <b>Name, Title, and Phone Number</b> Jeanette Amavisca School Board Member 916-686-7700	<b>Date</b> May 24, 2013



**Desired Results Developmental Profile Summary of Findings  
And Program Action Plan – Program or Network Level**

<b>Contractor Name</b> Elk Grove Unified School District	
<b>Contract Type, Education Network, and/or Cal-SAFE</b> CPKS 2075	<b>Age Group (Infant/Toddler, Preschool, School-Age)</b> Preschool
<b>Planning Date</b> May 2013	<b>Lead Planner's Name and Position</b> Robert Roe, Program Director
<b>Follow-up Date(s)</b> July and October 2013	<b>Lead Planner's Name and Position</b> Claudia Charter, Program Specialist

This form can be expanded and is not limited to a single page.

Key Findings from Developmental Profiles And Educational Goal (What will be accomplished for children?)	Action Steps (Including materials and training needed, schedule, space and supervision changes)	Expected Completion Date and Persons Responsible
34.0% of students are at the building level and 45% of students are at the integrating level in the domain: Language and Literacy Development (LLD).	Teachers will be provided literacy development training using materials from the Classroom Assessment Scoring System program. Training will focus on the domain: Instructional Support.	October 2013 Program Specialist Instructional Coach
37.0% of students will be at the building level and 45.0% of students will be at the integrating level in the domain: Language and Literacy Development a the end of school year 2013-2014.	Teachers will be provided with professional development using the California Preschool Curriculum Framework, Volume I, which provides information and strategies on comprehension, analysis of age appropriate text, and developing literacy interest and response.	February 2014 Program Specialist Instructional Coach

## Board Agenda Item

**Subject:**

THINK Together Contracts

Division: Learning Support Services**Action Requested:**

The Board of Education is requested to approve the agreement for services with THINK Together to be provided after school at five of our elementary sites.

**Discussion:**

The Elk Grove Unified School District wishes to enter into a three year contract with THINK Together to provide after school services that will be paid for through the After School Education and Safety (ASES) and the 21<sup>st</sup> Century Community Learning Center (21<sup>st</sup> CCLC) grants. We are requesting that the Board of Education approve this contract between Elk Grove Unified School District and THINK Together in the amount of \$782,232.85 to serve the following schools in the 2013-2014 school year:

Schools	Funding Source	Amount
Franklin Elementary	ASES	\$106,447.50
Roy Herburger	ASES	\$106,447.50
James McKee Elementary	ASES	\$106,447.50
Barbara Comstock Morse Elementary	ASES	\$163,355.35
	ASES Supplemental	\$24,225.00
	21 <sup>st</sup> CCLC	\$61,560.00
Mary Tsukamoto Elementary	ASES	\$106,875.00
Irene B. West Elementary	ASES	\$106,875.00
<b>TOTAL</b>		<b>\$782,232.85</b>

If you have any questions, please contact Peggy Barrad, in Learning Support Services at 686-7712.

**Financial Summary:**

\$782,232.85 out of ASES and 21<sup>st</sup> CCLC grants.

Prepared By: Peggy BarradDivision Approval: Mark Cerutti *MC*

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

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

## **GRANT PROGRAM SERVICES AGREEMENT BETWEEN ELK GROVE UNIFIED SCHOOL DISTRICT AND THINK TOGETHER, INC.**

This Agreement ("Agreement") is made on July 12, 2013 (the "Effective Date"), between Elk Grove Unified School District (the "District"), and THINK Together, Inc., a California non-profit corporation ("THINK"), for the purpose of providing After School Educational and Safety ("ASES") and 21<sup>st</sup> Century Community Learning Centers ("21<sup>st</sup> CCLC") Grant Program Services.

The parties hereby agree to the following terms:

The District shall act as the lead fiscal and administrative agent with the California Department of Education ("CDE") for operating an ASES and 21<sup>st</sup> CCLC program.

The District is contracting with THINK for provision of comprehensive After School Programming, as defined herein, at Franklin, Roy Herburger, James McKee, Barbara Comstock Morse, Mary Tsukamoto, and Irene B. West school sites (collectively, the "School Sites") for the ASES programs, and 21<sup>st</sup> CCLC programming at Barbara Comstock Morse. The term of this contract is July 1, 2013 to June 30, 2016 (the "Term"), co-terminus with and subject to the District's receipt of ASES grant award, and is subject to all provisions of the primary CDE ASES and 21<sup>st</sup> CCLC Grant cited above as well as any subsequent contract modifications or additional requirements by the CDE. If this Agreement differs from the primary CDE ASES or 21<sup>st</sup> CCLC Grant, then this Agreement governs the understanding between the District and THINK.

Consistent with ASES and 21<sup>st</sup> CCLC Grant provisions, the District contracts with THINK and THINK will operate after school programs at the School Sites. THINK will supply the staff, materials, management and supervision, and volunteer recruitment for the School Sites (the "After School Programming"). In addition, THINK will work collaboratively with the District on governance, operational management, and evaluation. THINK agrees to provide a high quality program consistent with the guidelines established by the CDE, the District, and THINK for this grant.

THINK will have the following responsibilities in support of the ASES programs:

- a. Coordinate the academic assistance, homework support, and enrichment portions of the ASES program at each of the School Sites.
- b. Hire, train, and supervise site staff, including the site coordinators and program leaders.
- c. Seek regular input from principals regarding performance evaluations, including recommendations for retaining and terminating a site coordinator and/or other site staff.
- d. Provide workers' compensation insurance for THINK employees and agents as required by law.

- e. Comply with all federal, state, and local laws and ordinances applicable to the work to be performed by THINK or its employees under this Agreement.
- f. Comply with the requirements of California Education Code § 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils prior to any services rendered. If at any time during the term of this Agreement THINK is either notified by the U.S. Department of Justice or otherwise becomes aware that any employee of THINK performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in California Penal Code § 667.5(c) or California Penal Code § 1192.7(c), respectively, THINK agrees to immediately notify the District and remove said employee from performing services on this Agreement.
- g. Provide all materials, tools, and instrumentalities required to perform the services under this Agreement.
- h. Participate in all cross training for site coordinators and site staff.
- i. Complete site emergency plans and related staff training.
- j. Maintain ongoing communication between THINK staff and school staff regarding student needs and progress, including but not limited to attendance at school-day meetings and/or one-on-one meetings with teachers.
- k. Coordinate ASES activities with school staff to assure program supports current academic goals of teachers and administrators.
- l. Provide academic assistance and other activities specifically supporting (but not duplicating) daytime curriculum and academic goals.
- m. Foster communication with and involvement of parents through parent orientations, parent handbook, development and distribution of periodic newsletters, and hosting, at a minimum, one parent night (can be in conjunction with school PTO).
- n. Recruit and train volunteers to lower the students/adult ratios in the program.
- o. Work with the District to implement a comprehensive annual program evaluation plan. As required, attend and participate in evaluation subcommittee meetings. Evaluation plan shall include but not be limited to attendance tracking, collection of teacher, parent and participant surveys, and data entry of survey results. Evaluation will be completed by THINK in accordance with CDE guidelines and submitted to the District a minimum of ten (10) calendar days prior to CDE due dates.
- p. Regularly attend and participate in regularly scheduled governance and operations meetings.
- q. Adhere to proper management and fiscal accountability practices including maintaining proper insurance coverage, compliance with employment laws, and utilization of an accrual method of accounting.
- r. Provide documentation and findings of annual independent audits, in accordance with CDE requirements.
- s. Ensure all employees, staff and volunteers are fingerprinted, possess current TB and background clearance before services begin.

Additionally, THINK shall use reasonable best efforts to support financial sustainability through:

- a. Seeking and utilizing agency-awarded funds from public and private fundraising to support the program.
- b. Working collaboratively with the District to seek and secure additional funding from area businesses, service organizations, churches, foundations, and other relevant sources to enhance programming and develop long-term sustainability of the program.
- c. Increasing community visibility of the project by working with local press, business groups and coordinating and/or assisting with community-based fundraising events.
- d. Seeking to utilize earned income from any separate fee-based programs as a source of matching funds.

The District will compensate THINK according to the following:

- THINK will be paid 95% of the grant award from CDE ("THINK's Fee"), less \$3,000 per school for teacher salaries at Franklin, Roy Herburger, James McKee, and Mary Tsukamoto, according to Schedule A, attached hereto.
- Timing and amounts of payments will be made according to Schedule A, attached hereto. If the funds received from the CDE change, a pro rata adjustment to the maximum amount available for payment to THINK will be made.
- THINK's Fee will only be paid out of funds received by the District from the State and only up to the limits of this agreement.
- Notwithstanding the provisions above, any amount not timely paid by the District and not disputed in good faith shall accrue simple interest at a rate of 1% per month for any amount actually owing to THINK.

The District agrees to submit all reports required by the CDE or U.S. Department of Education in a timely manner and in advance of deadlines. THINK agrees to supply the District with any and all reporting information explicitly required via written notification to the District by the CDE or U.S. Department of Education in a timely manner and in advance of any deadlines.

- The District will provide THINK with complete copies of all attendance, expenditure, and evaluation reports and pertinent grant-related communication within five working days of submission to CDE.
- THINK will:
  - Provide monthly attendance and snack reports to the District by the 20<sup>th</sup> of the month for the previous month of program.
  - Provide quarterly reports on operations to the District by October 20, January 20, April 20, and July 20.

- Provide an annual report on operations to the District for July 1, 2013– June 30, 2014 by July 20, 2014. In subsequent years, THINK will continue to provide an annual operations report by July 20.

The District will provide THINK with access to and use of the District's facilities as necessary to meet the terms of this Agreement. Additionally, District agrees to provide the required daily snack as required under the ASES grant. District facilities and supplied snacks shall be considered part of meeting the ASES-required support costs.

THINK is, and shall at all times be deemed to be an independent contractor, and shall be responsible for determining the sequence, method, details and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between the District and THINK or any of THINK's agents or employees. THINK assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. THINK, its agents and employees, shall not be entitled to any rights and/or privileges of the District's employees and shall not be considered in any manner to be the District's employees.

THINK shall indemnify, pay for the defense of, and hold harmless the District and its officers, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of THINK's negligent or willful acts and/or omissions in rendering any services hereunder. THINK shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning THINK or any employee of THINK and shall further indemnify, pay for the defense of, and hold harmless the District of and from any such payment or liability arising out of or in any manner connected with THINK's performance under this Agreement.

The District shall indemnify, pay for the defense of, and hold harmless THINK and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of the District's negligent or willful acts and/or omissions in relation to this Agreement.

During the entire term of this Agreement, THINK shall procure, pay for and keep in full force and effect the following types of insurance:

1. Comprehensive general liability insurance, including owned and non-owned automobile (vehicle) liability insurance with respect to the services provided by, or on behalf of, THINK under this Agreement. All insurance policies shall state the name of

the insurance carrier and name the District as an additional insured. Liability insurance for death, bodily injury and property damage shall be for no less than One Million dollars (\$1,000,000) per occurrence.

2. The policies of insurance described in Paragraph 1 above shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. True and correct copies of all certificates of insurance reflecting the coverage required in Paragraph 1 shall be provided to the District prior to the commencement of services under this agreement. THINK agrees that it shall not cancel or change the coverage provided by the policies of insurance described in Paragraph 1 above without first giving the District's Assistant Superintendent, Business Services, thirty (30) days prior written notice. Should any such policy of insurance be canceled or changed, THINK agrees to immediately provide the District true and correct copies of all new or revised certificates of insurance.

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by THINK without the prior written consent of the District.

The District agrees to comply with all reasonable requests by THINK and to provide access to all documents and electronic student data reasonably necessary for the performance of THINK's duties under this Agreement.

Unless otherwise terminated as provided below, this Agreement shall continue in force during the Term, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.

If the District makes a good faith, reasonable determination that THINK is in default of its obligations under this Agreement, the District must provide THINK with a written request to cure the default. If the District reasonably believes that the default has not been cured within thirty (30) days of such written request to cure, then the District shall have the right to immediately terminate this Agreement upon written notification to THINK.

At any time during the performance of this Agreement, either the District or THINK, at its sole discretion, shall have the right to terminate this Agreement by giving sixty (60) days written notification of its intention to terminate.

In the event that this Agreement is terminated as provided above, THINK shall be paid its fees earned in accordance with Schedule A through the date of termination, including a pro rata amount of the next payment that would have been made pursuant to Schedule A, based on the days in that payment period that occurred prior to termination. All cash deposits made by the District to THINK, if any, shall be refundable to the District in full upon termination of this Agreement unless specified to the contrary.

Each party hereto (for this purpose, a "Soliciting Party") agrees that, for a period of [two years] following the Effective Date, such Soliciting Party (or any person acting on behalf of or in concert with such party) will not, without the prior written consent of the other party hereto (for this purpose, the "Employer Party"), directly or indirectly, solicit to employ any employee of the Employer Party with whom any employee of the Soliciting Party had contact with or became aware of in connection with the services performed under this Agreement; provided, however, that the foregoing shall not prevent either Soliciting Party from making general public solicitations for employment for any position or from employing any employee of the Employer Party who either responds to such a general solicitation for employment or otherwise contacts such party on his or her own initiative and without solicitation by such party in contravention of the above restriction.

This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by THINK and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by both parties, except the District may unilaterally amend the Agreement to accomplish the changes listed below:

1. Changes as required by law; and
2. Changes required by CDE ASES grant provisions.

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

This Agreement shall be governed by and construed in accordance with the laws of the State of California.


Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

*[Signature page follows]*



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date.

**Elk Grove Unified School District (the "District")**

By:   
Signature

Steven M. Ladd, Ed.D.  
Printed Name

Superintendent  
Title


9510 Elk Grove-Florin Road  
Address

Elk Grove, CA 95624  
City State Zip

916-686-7712  
Telephone Number

\_\_\_\_\_  
Date

**THINK TOGETHER, INC. ("THINK")**

By:   
Signature

Randy Barth  
Printed Name

Founder & CEO  
Title

2100 E. 4<sup>th</sup> St. #200  
Address

Santa Ana, CA 92705  
City State Zip

714-543-3807  
Telephone Number

\_\_\_\_\_  
Date

*WRLC  
6/21/13*

Schedule A  
Payment Schedule

Ten monthly payments, due on the 1<sup>st</sup> of each month from September 1 through June 30, according to the following:

School Name	Components	Amount Awarded	Total Payment to THINK Together	Teacher Carve-Out	Monthly Payment Amount (x10)
			95%		10%
Franklin Elementary	ASES After School Base	\$ 112,050.00	\$ 106,447.50	\$ 3,000.00	\$ 10,344.75
Roy Herburger Elementary	ASES After School Base	112,050.00	106,447.50	3,000.00	10,344.75
James McKee Elementary	ASES After School Base	112,050.00	106,447.50	3,000.00	10,344.75
Barbara Comstock Morse Elementary	ASES After School Base	171,953.00	163,355.35	-	16,335.54
Mary Tsukamoto Elementary	ASES After School Base	112,500.00	106,875.00	3,000.00	10,387.50
Irene B. West Elementary	ASES After School Base	112,500.00	106,875.00	-	10,687.50
Barbara Comstock Morse Elementary	21 <sup>st</sup> CCLC After School Base	64,800.00	61,560.00		6,156.00
Barbara Comstock Morse Elementary	21 <sup>st</sup> CCLC Supplemental	25,500.00	24,225.00	-	2,422.50
		<b>\$ 823,403.00</b>	<b>\$ 782,232.85</b>	<b>\$12,000.00</b>	<b>\$ 77,023.29</b>

## Board Agenda Item

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

Meeting Date: June 18, 2013

**Subject:**

ASES MOU with Target Excellence

Division: Learning Support Services**Action Requested:**

The Board of Education is requested to approve the Memorandum of Understanding (MOU) with Target Excellence to be provided after school at Sierra Enterprise Elementary School.

**Discussion:**

The Elk Grove Unified School District wishes to enter into a one year contract with Target Excellence to provide after school services that will be paid for through the After School Education and Safety (ASES) and the 21<sup>st</sup> Century Community Learning Center (21<sup>st</sup> CCLC) grants. We are requesting that the Board of Education approve this MOU between Elk Grove Unified School District and Target Excellence is not to exceed \$124,000 in the 2013-2014 school year.

School	ASES	21 <sup>st</sup> CCLC	Total
Sierra Enterprise Elementary School	\$105,550.00	\$18,450.00	\$124,000

If you have any questions, please contact Peggy Barrad, in Learning Support Services at 686-7712.

**Financial Summary:**

\$105,550 out of the ASES grant

\$18,450.00 out of 21<sup>st</sup> CCLC grant

\$124,000 Total

Prepared By: Peggy BarradDivision Approval: Mark Cerutti *M.C.*

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

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

**Board Agenda Item**

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

Meeting Date June 18, 2013**Subject:**Division: Learning Support Services**2013-2014 Butte County Office of Education Migrant Education District Service Agreement****Action Requested:**

The Board of Education is requested to receive and approve the continuation of the Migrant Education District Service Agreement for the 2013-2014 school year.

**Discussion:**

The Elk Grove Unified School District first entered into the Migrant Education District Service Agreement with Butte County Office of Education in 2004. The Migrant Education Program (MEP) is a federally funded program that assists school districts in providing supplementary services to migratory children and youth. Migratory children and youth are those students who have moved from one school district to another with the intent of finding work in an agricultural industry. The MEP works to ensure that migrant children are enrolled in academic programs to reduce the educational disruption and other problems that result from repeated moves.

Services for the 2012-2013 school year included the following:

1. Tutoring at Franklin Elementary School
2. Offering a summer program at Franklin Elementary School
3. Increasing parent involvement through the Migrant Parent Advisory Council
4. Providing social services support

The goals for EGUSD include the following:

1. Provide afterschool tutorial services with a credentialed teacher to Migrant English Learners to increase their performance on the California English Language Development Test (CELDT) and the California Standards Test (CST)
2. Increase student attendance during the regular school day and at after school tutorials through phone calls and home visits
3. Monitor progress of Migrant students in passing the CAHSEE
4. Provide a summer program for eligible migrant students through the Migrant Education Summer Academy (MESA) or through the Academic Home Study Program

The Board of Education is asked to approve the 2013-2014 Migrant Education District Service Agreement which enables the district to continue providing migrant families and students with additional support.

For more information, please contact Peggy Barrad in Learning Support Services at (916) 686-7712.

**Financial Summary:**

No additional cost to the District

Prepared By: Peggy BarradDivision Approval: Mark Cerutti *M.C.*

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

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