

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
October 15, 2013
Closed Session – 5:30 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. The meeting is recorded.

CLOSED SESSION – 5:30 p.m.

1 ½ Hours

1. Public Employee Appointment/Employment: Elementary School Vice Principals
2. Conference with Real Property Negotiators (Government Code Section 54956.8)
Property: APN 066-0080-026 (Northwest Corner of Hanfield Drive and Diamond Ranch Drive
District Negotiators: Steven M. Ladd, Superintendent, and Robert Pierce, Associate Superintendent, Facilities and Planning, Elk Grove Unified School District (EGUSD)
Negotiating Parties: EGUSD and Lennar Communities
Under negotiation: Price and Terms of Payment
3. Conference with Labor Negotiators
Agency designated representatives: Glen De Graw, Richard Fagan, Steven M. Ladd, Karen Rezendes
Employee Organization: All Elk Grove Unified School District Bargaining Units

OPEN MEETING - 7:00 p.m.

- | | |
|---|------------|
| I. Pledge of Allegiance | 5 Minutes |
| II. Presentations/Recognitions | |
| 4. High School Student Representative Reports – Laguna Creek and Monterey Trail | 10 Minutes |
| 5. GEAR UP Recognition | 5 Minutes |

AGENDA
ELK GROVE UNIFIED SCHOOL DISTRICT
Regular Meeting of the Board of Education
October 15, 2013

Page 2

<u>Item</u>	<u>Time -- Approximate</u>
III. Student Expulsion Recommendations	
6. Requests for Student Expulsions	5 Minutes
7. Requests for Return from Student Expulsions	5 Minutes
IV. Budget Update	
V. Board Member and Superintendent Reports	
VI. Public Comment	
VII. Bargaining Units	
VIII. Reports	
8. School Services Analysis of CSEA Budget Audit	15 Minutes
9. Maintenance and Operations Departmental Services Plan	10 Minutes
10. International Walk to School Week Update	5 Minutes
11. English Learner Strategic Plan	15 Minutes
IX. Public Hearing/Action Items	
12. Education Code Section 176665, 3t seq: Consideration of Resolution of Intent to Convey Water Pipeline Easement to the Sacramento County Water Agency for the Marion Mix Elementary School Project	5 Minutes
X. Discussion Items	
13. 2014-15 District Comprehensive High School Course Catalog and College Planning Guide and Alternative High School Course Catalog	10 Minutes
14. Developer Fee Annual Report – First Reading	5 Minutes
XI. Discussion/Action Items	
XII. Action Items	
15. Recommendation of Employee Benefit Consultant/Insurance Brokerage Services	5 Minutes
16. Red Ribbon Week Resolution	5 Minutes
17. Native American Month Resolution	5 Minutes
XIII. Consent Agenda – Action	5 Minutes
18. Approval of Minutes	
19. Personnel Actions	
20. Approval of Purchase Order History	

AGENDA
ELK GROVE UNIFIED SCHOOL DISTRICT
Regular Meeting of the Board of Education
October 15, 2013

Page 3

<u>Item</u>	<u>Time – Approximate</u>
XIII. Consent Agenda – Action	5 Minutes
21. Acceptance of Gifts	
22. Ratification of Contracts	
23. Financial Advisory Agreement – Cash Flow Financing Alternatives	
24. Approval for District Transportation Department to Enter Into A Purchase Agreement for Two Blue Bird Wheelchair Buses	
25. Instructional Materials Approval	
26. Williams Act Quarterly Report Notification	
27. Agreement for Participation in the Elk Grove Unified School District School-Age Child Care Grant	
28. Out-of-State Field Trip Approval	
29. Marion Mix Elementary School, Award of Contract	
30. Monterey Trail High School Band Room Fire Restoration, Acceptance and Notice of Completion	
31. Project Inspector for New Dillard Elementary School, Phases 2A and 2B	
32. New Dillard Elementary School – Increment #1, Change Order No. 2	
XIV. Other Action Items	
33. Discussion and Action on Items Removed From Consent Agenda	5 Minutes
XV. Information Items	
34. Other Items from the Floor	5 Minutes
35. Items for Future Agendas	5 Minutes
XVI. 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 October 15, 2013**Subject:** GEAR UP Recognition**Division:** Secondary Education**Action Requested:**

The Board is asked to recognize California GEAR-UP for its contributions to the success of students in the Elk Grove Unified School District.

Discussion:

The Board is asked to recognize California GEAR UP as a long-time partner of the Elk Grove Unified School District. GEAR-UP has been instrumental in working with the students, staff and community members to provide resources to support and enhance student learning at Harriet Eddy, T.R. Smedberg, Samuel Jackman, James Rutter and Edward Harris, Jr. middle schools, their feeder elementary school programs, and at Valley High School.

GEAR UP delivers support and resources in the form of tutoring, mentoring, rigorous academic preparation, and college scholarships to students in order to help them to achieve their highest potential. In addition, GEAR UP has brought the resources of government, business and community groups to support our students as they prepare to enter and succeed in college and career.

Partnerships such as this one with GEAR UP, strengthens the work of educators to help students realize their greatest potential. We are indebted to Shelley Davis, Director and Crystal Robinson, Project Manager of California GEAR UP for their strong and continued support of the Elk Grove Unified School District.

Financial Summary:**Prepared By:** Christina C. Penna**Division Approval:** Christina C. Penna**Prepared By:** _____**Superintendent Approval:** Steven M. Ladd, Ed.D.

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 8
Supplement No. _____
Meeting Date: October 15, 2013

Board Agenda Item

Subject:

SCHOOL SERVICES ANALYSIS OF CSEA's BUDGET
AUDIT

Department:

Budget

Action Requested:

The Board is asked to hear a report regarding School Services of California's analysis of CSEA's audit report.

Discussion:

The attached report is an analysis of CSEA's audit report that was presented to the Board on June 4, 2013.

Attachment to Follow

Financial Summary:

Prepared By: Shannon Stenroos

Division Approval:

Rich Fagan

Prepared By: _____

Superintendent Approval:

Steven M. Ladd, Ed.D.

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 9

Board Agenda Item

Supplement No. _____

Meeting Date October 15, 2013

Subject:

Division: Facilities and Planning

Maintenance and Operations Departmental Services Plan

Action Requested:

The Board of Education is requested to receive a presentation on the Maintenance and Operations departmental services plan.

Discussion:

The purpose of this presentation is to provide an update on the District's Maintenance and Operations (M&O) departmental services plan. The presentation will be an overview of the organizational structure and processes in the M&O department as well as State budget impacts on the Deferred Maintenance Program and Routine Restricted Maintenance.

Financial Summary: N/A

Prepared By: _____ Division Approval: Robert Pierce 

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

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

International Walk to School Week Update

Action Requested:

The Board of Education is requested to receive an update on Safe Routes To School activities, Project AWARE and International Walk to School Week.

Discussion:

Since 2002, schools in the Elk Grove Unified School District have participated in Safe Routes To School activities. Beginning at one school, within 5 years all elementary schools had joined a growing national effort to promote walking and biking to school safely.

Staff will present a report on Project AWARE and other Safe Routes To School efforts.

Financial Summary:

N/A

Prepared By: _____

Division Approval: _____

Robert Pierce Prepared By: Lisa Dixon 

Superintendent Approval: _____

Steven M. Ladd, Ed.D. 

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 11

Board Agenda Item

Supplement No. _____

Meeting Date October 15, 2013

Subject:

Division: Learning Support Services

EGUSD English Learner Program

Action Requested:

The Board of Education is requested to receive a presentation on the Elk Grove Unified School District's English Learner Program, to include highlights of the EGUSD English Learner Strategic Plan, information on EL identification processes, and an overview of EL service delivery priorities for 2013-14.

Discussion:

The following attachments provide context, background information, and examples to support the information that will be presented:

1. PowerPoint for this presentation
2. EGUSD English Learner Strategic Plan – Executive Summary
3. EGUSD School Registration Form (Home Language Survey highlighted)
4. District English Learner Advisory Committee (DELAC) Schedule

Financial Summary:

Prepared By: Sonjhia Lowery

Division Approval: Mark Cerutti *M.C.*

Prepared By: *Sonjhia Lowery*

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



Elk Grove Unified School District English Learner Program



BOARD OF EDUCATION
OCTOBER 15, 2013

PRESENTED BY
MARK CERUTTI, ASSOCIATE
SUPERINTENDENT, EDUCATION SERVICES

SONJHIA LOWERY, DIRECTOR,
LEARNING SUPPORT SERVICES

SUE LARSON, PROGRAM SPECIALIST,
LEARNING SUPPORT SERVICES

Outcomes



- Provide highlights of EGUSD EL Strategic Plan
- Review the process for EL identification in EGUSD
- Illustrate the EL Population in EGUSD
- Communicate the way EGUSD supports all English learners

EGUSD English Learner Strategic Plan



- Addresses the needs of English learners through a five year comprehensive plan.
- Focuses on both English language proficiency and achievement of academic standards.
- Provides support to address needs of students, teachers, administrators, and parents through a comprehensive professional learning plan.

EGUSD English Learner Strategic Plan



- *Professional Learning Components of the EL Strategic Plan, 2013-2014 include:*
 - Elementary ELD Curriculum Training
 - Secondary ELD Curriculum Training
 - New ELD Standards Overview
 - EL Strategic Plan Overview
 - Identification, Intervention and Prevention of Long Term English Learners

EGUSD English Learner Strategic Plan

- *Professional Learning Components of the EL Strategic Plan, 2013-2014 include:*
 - SDAIE Strategies for Secondary Content Teachers
 - Instructional Strategies that Support English Learners
 - Secondary EL Program Placement Workshop
 - Best Instructional Practices PD for Teachers and Administrators
 - Enhanced Features of SISWeb Reports to Support English Learners

How Do We Identify our English Learners?

- School Registration Process/Home Language Survey
- California English Language Development Test “CELDT”

How Do We Identify our English Learners?



1. School Registration/Home Language Survey:

1. Which language did your son or daughter learn when he/she first began to talk?
2. What language does your son or daughter most frequently use at home?
3. What language do you use most frequently to speak to your son or daughter ?
4. Name the language most often spoken by the adults in the home.

How Do We Identify our English Learners?



2. California English Language Development Test “CELDT”

- Tests listening, speaking reading, and writing in English
- Is taken by all *new* students whose registration form indicates that they speak another language in addition to English – “Initial Assessments”
- Is taken by all *returning* students who have been previously identified as EL – “Annual Assessments”

How Do We Identify our English Learners?

- **CELDT Administration**

- “Initial Assessments”

- ✦ Students who have never taken the CELDT and whose *Home Language Survey* indicates they need to be assessed
 - ✦ Assessment must be completed within 30 calendar days of enrollment
 - ✦ Short assessment window is helpful in rapid identification of new students

- “Annual Assessments”

- ✦ Students who have previously taken the CELDT
 - ✦ Assessment must be completed yearly between July 1-Oct.31
 - ✦ Purpose of annual assessments is to review growth in language development

How Do We Identify our English Learners?

- **Registration processes** at schools includes:

- ✦ Home Language Survey to assist in identifying English learners

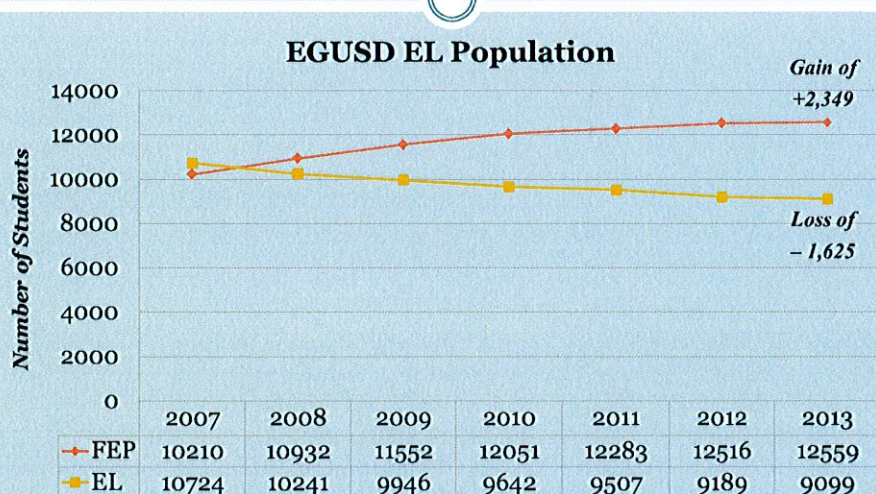
- State mandated **CELDT administration** ensures identification of newly registered ELs and assesses growth of returning ELs.

Who Are Our English Learners?

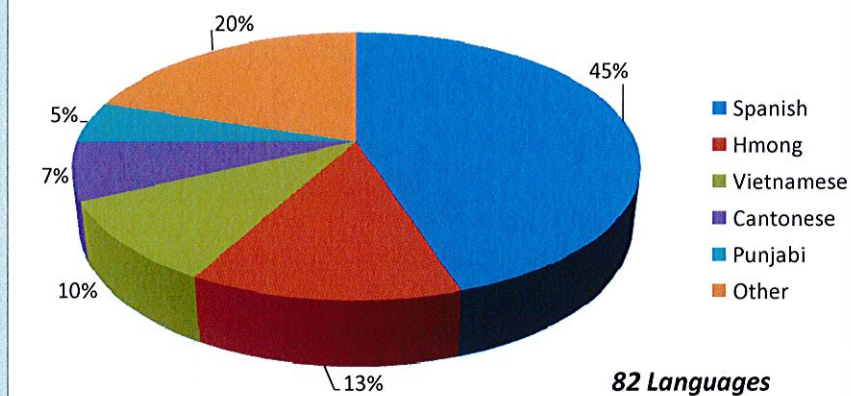
- Elk Grove is a language-rich, diverse school district with 82 languages represented.
- Over 21,000 students come from homes where a language other than English is spoken.
 - Over 12,000 of those students are fluent in English.
 - 9000 are still learning English.

Elk Grove Unified has experienced a diminishing EL population for the last 7 years.

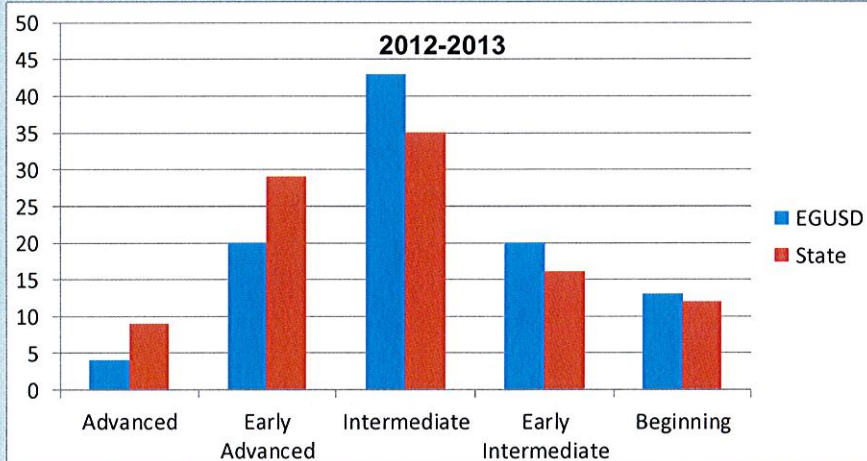
What's Happening to the EL Population?



Languages Spoken in EGUSD



CELDT Language Proficiency



An Opportunity to Serve and Support

- English learners are served and supported in Elk Grove Unified School District by adherence to State and Federal mandates and required services.
 - English learners receive both English Language Development (ELD) instruction and core content (language arts, math, science, social science) instruction.
 - Proposition 227 (CA) dictates that students must be instructed in English by properly certified teachers.
 - Translation and interpretation services are provided to support students and their families.

An Opportunity to Serve and Support

- English learners are served and supported in Elk Grove Unified School District through the provision of qualified staff and comprehensive professional learning opportunities.
 - Elk Grove's **teachers** are EL certified, therefore qualified to provide both ELD instruction and sheltered content area instruction
 - EGUSD provides curricular **materials and professional learning** for administrators, teachers, paraprofessionals, and parents.

An Opportunity to Serve and Support

- English learners are served and supported in Elk Grove Unified School District by support and information provided to parents and community.
 - All school sites have an active English Learner Advisory Committee
 - EGUSD's District English Learner Advisory Committee meets four times each school year.
 - The ELAC and DELAC function is to advise and support schools and the district in serving English learners and their families.

An Opportunity to Serve and Support

English Learner Service Delivery

Elementary

English Language Development:
Instruction in English language development during a separate and specific time during the school day for all identified English learners.

Core Content Instruction:
Math, science, and/or social studies taught throughout the school day, by an EL certified teacher using research-based strategies designed to support the learning of EL students.

Secondary

English Language Development: A separate course of English language development /grade level English for all identified English learners.

Core Content Instruction:
Math, science, and/or social studies courses taught by an EL certified teacher using research-based strategies designed to support the learning of EL students.

EGUSD English Learner Program

- Is strategically implemented via a five year plan for supporting the achievement of English learners.
- Ensures proper identification of English learners through the school registration process and by administration of the CELDT test.
- Ensures academic and language support by providing legally mandated ELD and core content instruction, taught by State EL certified teachers using appropriate curricular materials.
- Works in partnership with parents and community through ELAC and DELAC.



Elk Grove Unified School District English Learner Program



MARK CERUTTI, ASSOCIATE
SUPERINTENDENT, EDUCATION SERVICES

SONJHIA LOWERY, DIRECTOR,
LEARNING SUPPORT SERVICES

SUE LARSON, PROGRAM SPECIALIST,
LEARNING SUPPORT SERVICES



Elk Grove Unified School District

English Learner Strategic Plan: Executive Summary

April 1, 2013

Steven M. Ladd, Ed.D., Superintendent, Elk Grove Unified School District

Mark Cerutti, Associate Superintendent, Education Services

Donna Cherry, Associate Superintendent, Pre K-6 Education

Tina Penna, Associate Superintendent, Secondary Education

Submitted by:

Susan Larson, Program Specialist, Learning Support Services



Elk Grove Unified School District

English Learner Strategic Plan

Plan Contents

Introduction	3
Acknowledgements	4
EGUSD Program for English Learners	5
Needs Assessment	11
Foundations and Strategies for Improvement	12
Strategies and Action Steps for Implementation	14
Timeline for Implementation	21
References and Resources	23

EGUSD English Learner Strategic Plan

Introduction

“The United States Department of Education estimates that 4,512,560 English learners are enrolled in public schools across the United States. California’s proportion is approximately 34 percent of the national total, and California has more English Learners than the next six states combined. With one of every four students being an English Learner, no state has a greater stake in the education of these students than California. In school, English learners face a formidable challenge. Not only must they acquire English to levels comparable to that of native speakers of English of the same age and grade level, but they must also meet the same challenging grade level standards and graduation requirements. In addition, the majority of English learners are racial and ethnic minorities that often come from lower-socioeconomic groups; and many have an immigrant and/or migrant background. All these factors put them at risk academically in mainstream U.S. schools, which are often not prepared to differentiate instruction to meet the unique and varied needs of English Learners” (*Improving Education for English Learners*, 2010).

Providing high quality professional learning, standards-aligned curriculum, and instructional support to teachers of English Learners is a key component of how Elk Grove Unified School District has operated for many years. With the recent publication of Dr. Laurie Olsen’s report highlighting the gaps of education plans for English Learners throughout California, paired with a deep analysis of the Annual Measurement Achievement Outcomes data as well as other district assessments and data, Superintendent, Dr. Steven M. Ladd initiated a call to action for EGUSD staff to reexamine the district’s educational plan to ensure we support the academic needs of English learners.

In December of 2012, a group of thirty district and site administrators, teachers and coaches gathered in order to analyze trend data in both acquisition of English and academic achievement for English learners. Further analysis for causes of identified gaps in achievement occurred in March of 2013, resulting in the drafting of Elk Grove’s English Learner Strategic Plan. The scope of the plan includes support for language acquisition and academic achievement, a comprehensive plan for communication, focus and attention on all stakeholders with special attention given to parent involvement, and an emphasis on funding programs that adhere to research-based best practices and provide measureable results. The EGUSD English Learner Strategic Plan, implemented with fidelity, provides critical support to leaders, teachers, and students in the Elk Grove Unified School District.

Elk Grove Unified School District English Learner Strategic Plan

Acknowledgements

The EGUSD English Learner Strategic Plan was completed under the direction of

Mark Cerutti, Associate Superintendent, Education Services, Elk Grove Unified School District

The EL Strategic Planning Committee

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Lynne Mayer Principal, Herburger Elementary School
Christina McColley, EL Coach, Curriculum & Professional Learning
Elias Mendoza, Teacher-in-Charge, Florin High School
Tina Penna, Associate Superintendent, Secondary Education
Don Ross, Principal, Florin High School
John Santin, Principal, Franklin Elementary School
Dorothy Stoppelman, Principal, Union House Elementary School

Mark Vigario, Director, Learning Support Services

James Welcome, EL Coordinator and Academic Program Coordinator, Valley High School

Anne Zeman, Director, Curriculum & Professional Learning

EGUSD EL Strategic Plan Drafting and Revision Group:

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Anne Zeman, Director, Curriculum & Professional Learning

All English learners (ELs) will attain English language proficiency and meet the state's academic and content standards.

The Mission of the EGUSD English Learner Program is to

- Provide both English language skill attainment and academic achievement.
- Ensure legal compliance as per NCLB requirements.
- Promote programmatically sound, research-proven best instructional and structural practices.
- Allocate support for all of the above.

Foundations of English Learner Education in EGUSD include strategies and goals to ensure:

- ✓ Annual Growth in English Language Development
- ✓ Attainment and Maintenance of Fluent English Proficiency
- ✓ Infrastructure and Instruction that Supports Academic Achievement
- ✓ Communication and Community Involvement
- ✓ Funding Research-Based Practices

EGUSD English Learner Program Foundation 1: Provide English Language Development Instruction

What is ELD? English Language Development instruction is standards-aligned instruction designed to help students learn and acquire English to a level of proficiency that maximizes their capacity to engage successfully in academic studies taught in English. That is, ELD instruction is designed to help English learners learn and acquire English to a level that minimizes the language barriers they face when engaging in academic studies in mainstream English classrooms (adapted from William Saunders and Claude Goldenberg).

Provision of ELD

Who: Students identified as English Learners on the Home Language Survey (questions 1-3) until they attain English proficiency as determined by CELDT, CST, grade in ELA and teacher recommendation and are reclassified as Fluent English Proficient (RFEP).

When: The state of California recommends a minimum of 30 minutes of daily ELD instruction. At the elementary level, instruction will be provided no less than 4 days per week (half day kindergarten, 15 minutes per day), while at the secondary realm, instruction will be provided at least one period per day.

Elk Grove Unified School District recognizes the need for high quality instruction provided daily for all students. Therefore, in addition to intensive ELD instruction (as outlined above), EGUSD recommends systematic, continuous instruction throughout the day to build English language proficiency and content mastery. Linguistic support will be provided throughout the school day until English proficiency is attained.

How: ELD will be delivered by a highly-qualified teacher. Delivery format of instruction is structured around:

- Academic needs of students
- Students' English language proficiency levels
- Incidence of EL students at site.

Instructional Materials: SBE-approved, EGUSD board-adopted core ELD curriculum.

EGUSD English Learner Program Foundation 2: Ensure attainment of English Language Proficiency

As defined by the California Department of Education:

Students with a primary language other than English who were initially classified as English learners, but who have subsequently met the criteria for English language proficiency are determined to be English Language Proficient.

Students who are English Language Proficient meet four criteria:

- Assessment of English language proficiency, which in California is the CELDT.
- Teacher evaluation of a student's academic performance, which can be based on the student's report card grades, grade point average, or other measures that are used to determine students' academic performance.
- Parent opinion and consultation, which involves parents or guardians, if possible, in a discussion about their child's English language proficiency and meeting the guidelines for reclassification.
- Comparison of performance in basic skills, against an empirically established range of performance in basic skills (e.g., the CST for ELA or the CMA for ELA). In EGUSD, a CST ELA score of 335 or above is required for this criteria.

EGUSD English Learner Program Foundation 3: Provide Infrastructure and Instruction that Supports Academic Achievement

The overarching purpose of Title III is to ensure that limited-English-proficient (LEP) students (called English learners under California laws), including immigrant children and youths, attain English proficiency and meet the same challenging academic content and achievement standards that other students are expected to meet.

Implementation of the EGUSD EL plan to support academic achievement of English learners includes data analysis to monitor progress and to guide master schedule building, support for leaders to build appropriate master schedules for ELs via ELD and SDAIE sections in secondary and WIN in elementary, and professional learning for teachers and leaders.

Researchers have identified a number of attributes that are characteristic of effective programs for English learners:

- Supportive whole-school contexts (Lucas, Henz, & Donato, 1990; Tikunoff et. al., 1991).
- High expectations for language minority students, as evidenced by active learning environments that are academically challenging (Collier, 1992; Lucas, Henz, & Donato, 1990; Pease-Alvarez, Garcia, & Espinosa, 1991).
- Intensive staff development program designed to assist ALL teachers (not just EL teachers) in providing effective instruction to language minority students (Lucas, Henz, & Donato, 1990; Tikunoff et. Al., 1991).
- Expert instructional leaders and teachers (Lucas, Henz, & Donato, 1990; Pease-Alvarez, Garcia, & Espinosa, 1991; Tikunoff et. al., 1991).
- Emphasis on functional communication between teacher and students and among fellow students (Garcia, 1991).
- Organization of the instruction of basic skills and academic content around thematic units (Garcia, 1991).
- Teachers with a high commitment to the educational success of all their students (Garcia, 1991).
- Principals supportive of their instructional staff and of teacher autonomy while maintaining an awareness of district policies on curriculum and academic accountability. (Garcia, 1991).
- Involvement of majority and minority parents in formal parent support activities (Garcia, 1991).

EGUSD English Learner Program Foundation 4: Communicate with all Stakeholders and Support Parent and Community Involvement

Communication: Elk Grove Unified School District provides all parents of English Learners with information regarding their children in a language parents can understand, including identification as EL; program placement options; program placement notification; English language proficiency level as determined by CELDT results and any local English Proficiency assessments used; academic achievement level; redesignation information; and at the high school level, graduation requirements and annual notification of their students' progress toward meeting those requirements. [Required per Elementary and Secondary Education Act, sections 3116(a) & (b) and 3302(a) through (c)].

Parent Involvement: Elk Grove Unified School District promotes the involvement of parents and community members in the education of English learners. [Required per Elementary and Secondary Education Act, sections 3116(a) & (b) and 3115(c)(2)].

Because EGUSD acknowledges the influence of parents and guardians in a child's education, its message of parental involvement addresses the global opportunities that each school can provide for all of its students. There are, however, unique approaches and practices that can increase the opportunities for our English Learners' families to become involved as well. EGUSD, via the English Learner Strategic Plan, advocates for the implementation of the recommendations of the National Education Policy Center (University of Colorado at Boulder, School of Education, Mathis, 2013) to provide home-school coordinators, fluent in the children's language to enhance communications and bridge school-home cultural differences; incorporate community cultural events and celebrations into school activities; provide translators for all key parent meetings; publish bi-lingual or multi-lingual newsletters; provide a multi-lingual telephone network; provide parents with avenues to learn English; open meetings to extended families; assist parents in educationally supportive child-raising skills; support and encourage parent reading and writing with their children; recruit families as volunteers and audiences; involve families with homework; include families in school governance; collaborate with community organizations; boost parental understanding of the school community; and assist parents in effective advocacy and interactions with the school.

EGUSD English Learner Program Foundation 5: Adequately Fund the EL Program in Implementing Research-Based Practices and Structures that Support English Learners

Elk Grove Unified School District receives the following categorical funding in order to instruct English learners:

Title III funding is made available to eligible local educational agencies (LEAs) to provide supplementary programs and services to limited English proficient (LEP) students, known as English learners (ELs). The purpose of the sub-grants is to assist EL students to acquire English and achieve grade-level and graduation standards. (Elementary and Secondary Education Act, Title III; Budget Item 6110-125-0890(2))

Economic Impact Aid is a state categorical program that provides supplemental funds to support (1) additional programs and services for English learners (EL) and (2) compensatory education services for educationally disadvantaged students. (*Education Code* Sections 54000-54028; Budget Item 6110-128-0001 of the Budget Act.)

The district utilizes a decision-making model that is structured for examination of data, gap and cause analysis, targeted intervention planning and implementation, and monitoring for both fidelity of implementation and reported results. Initiatives within the EGUSD English learner plan will be analyzed using this model for continuous improvement.

Summary of EGUSD EL Needs Assessment, 2012-2013

Needs assessment was conducted as per the guidelines of Title III accountability.

Full, detailed text of the needs assessment is available at Learning Support Services

An analysis of data from state assessments using the English Learner Subgroup Self-Assessment (ELSSA) and other district data reports was conducted in order to identify factors that prevented English learners from meeting any of the three AMAO targets. Data was reviewed by a focus group of approximately thirty, including site administrators, site EL coordinators, instructional coaches, teachers and district-level administrators. A district wide audit of elementary ELD plans was conducted and reviewed.

AMAO 1 (CELDT)

Prior to 2012-2013, the district had consistently met the federal targets for AMAO 1. Growth has been relatively flat, with 58.3% meeting the target in 2008-09, 57.5% meeting the target in 2009-10, 57.2% meeting target in 2010-11 and 60% meeting the target in 2011-12. Preliminary results for 2012-13 indicate that the district will not meet the target for 2012-13. When examining results by English proficiency levels, we find that our intermediate students (CELDT level 3) are making the least growth, and lag behind state averages of growth for this group.

AMAO 2 (CELDT)

In 2011-2012, 23.9% of students in language instruction educational programs for fewer than 5 years (Cohort 1) attained English-language proficiency, exceeding the federal target by 3.8%. In addition, students in language instruction education programs for more than 5 years (Cohort 2) attained English-proficiency, exceeding the federal target for 2011-12 by 1.4%, with 46.5% of them meeting the federal target. Although historically the district has met targets for both cohorts of students, we have experienced a net decline in the achievement of the second cohort. In 2009-10, they exceeded the target by 8.8 % with 48.1% of student achieving English language proficiency. In 2010-11, they exceed the target by 2%, with 45.2% of students achieving English language proficiency. In 2011-12, they exceed the target by 1.4%, with 46.5% achieving English language proficiency. Preliminary results for 2012-13 indicate that the district did not meet the target for Cohort 2 and met the target for Cohort 1 by a margin of one tenth of one percent.

AMAO 3 (CST, CMA, CAPA, CAHSEE)

Information for 2012-2013 AMAO 3 will not be available until 2013 CST scores are available. The district did not meet federal targets for the EL subgroup in 2011-12 in either ELA or Math. With the exception of 2009-10 when the subgroup met the goal for Math only, the district has consistently been unable to meet this target. Historically in EGUSD, achievement tends to decline from second through eighth grades for ELs and for RFEPs. In 2011-12, the total of ELs that passed CAHSEE was 48% for ELA, with 16% of those scoring at the Proficient level. The total of ELs that passed CAHSEE Math was 65%, with 28% of those scoring Proficient. The number of ELs that passed CAHSEE ELA increased with the number of years in US schools, but declined for CAHSEE math passage. Of our RFEPs, the students who have been in the district the least amount of time show higher ELA pass rates (100% for both 0-3 years and 4-5 years) than do students who have been here longer (98 % passing for students here 6+ years).

It is important to note that the preliminary results are not the final results. CDE will publish final results for AMAO 1 and 2 in June, 2013. AMAO 3 results will be available in fall 2013.

Summary of EGUSD EL Strategic Plan

Strategies to Support the Five Foundations of EGUSD EL Strategic Plan

EGUSD English Learner Program Foundation 1: Provide English Language Development Instruction

Implement the EGUSD EL communication plan to support a clear and consistent message regarding English Language Development Program for the Elk Grove Unified School District.

Provide support to leaders in charge of ELD instruction.

Provide support to classroom teachers teaching ELD instruction.

Investigate and create an accelerated Matriculation Plan for struggling ELs (Catch Up Plan).

EGUSD English Learner Program Foundation 2: Ensure attainment of English Language Proficiency

Identify Long Term English Learners (LTEL) and students at-risk of becoming LTELs.

Identify and communicate an intervention placement protocol for LTELs and students at-risk of becoming LTELs (AMAO 2, cohorts 1 & 2).

Identify and communicate a placement protocol for ELs in school fewer than 5 years (AMAO 2 cohort 1).

Identify and communicate a placement protocol for RFEPs.

Provide support to leaders to ensure student attainment of English language proficiency.

Provide support to classroom teachers to ensure student attainment of English language proficiency.

Implement research based recommendations to address the growing numbers of LTELs.

Monitor the progress of the program to support English Learners in attaining English language proficiency (AMAO 2).

EGUSD English Learner Program Foundation 3: Provide Infrastructure and Instruction that Supports Academic Achievement

Conduct analysis of multiple data points for all ELs and RFEPs to determine learning needs.

Annually examine and structure school schedules (elementary, middle and high school sites) based on identified numbers and needs at ELs and RFEPs.

Provide high-quality instruction to all English learners and redesignated fluent English proficient students.

Provide support to leaders in charge of EL/RFEP data analysis and scheduling. Ensure understanding of appropriate instruction that supports academic achievement of ELs/RFEPs.

EGUSD English Learner Program Foundation 4: Communicate with all Stakeholders and Support Parent and Community Involvement

Implement the EGUSD EL communication plan to support a clear and consistent message regarding the Elk Grove Unified School District's English Learner Program.

Continue to provide all required parent notifications within the timelines prescribed by Title III regulations.

Investigate and develop strategies to improve parent participation in site and district committees (ELAC/DELAC).

EGUSD English Learner Program Foundation 5: Adequately Fund the EL Program in Implementing Research-Based Practices and Structures that Support English Learners

Follow parameters outlined by state and federal regulations in allocation of funds for English Learner education.

Develop resources and support to aid administrators in use of EL funds.

Research alternative funding sources.

Strategies and Action Steps to Support the Five Foundations of EGUSD EL Strategic Plan

EGUSD English Learner Program Foundation 1: Provide English Language Development Instruction

Implement the EGUSD EL communication plan to support a clear and consistent message regarding English Language Development Program for the Elk Grove Unified School District.
1. Curriculum Professional Learning and Learning Support Services will create the Elk Grove Unified School District plan and timeline to implement the English Language Development Standards (adopted in 2012). (Pending publishing of state timeline.)
2. Learning Support Services will convene a group to reexamine the EGUSD Guiding Principles of English Language Development.
Provide support to leaders in charge of ELD instruction.
1. Curriculum Professional Learning (CPL) will design and implement overview level and informational level professional learning to communicate roles and responsibilities in implementing the EGUSD EL Plan.
2. Curriculum Professional Learning will design and implement overview level and informational professional learning to build understanding of CELDT.
3. Curriculum Professional Learning will design and implement overview level and informational level professional development to provide guidance for the allocation of resources.
4. Curriculum Professional Learning will design and implement overview level and informational level professional learning on the use of ELD/EL Instructional "Look Fors."
5. Curriculum Professional Learning (CPL) will design and implement intensive professional development for coaches (TOT) to ensure they can support EL initiatives.
5. Curriculum Professional Learning (CPL) will provide ELD standards information within the K-2 CCSS summer trainings to include: <ul style="list-style-type: none"> a. how the ELD standards map with ELA standards b. how teachers will consider ELs in planning and instruction c. explicitly model/teach strategies during the course of the professional learning
6. Curriculum Professional Learning will provide ELD standards information in all CCSS follow up trainings to include: <ul style="list-style-type: none"> • how the ELD standards map with ELA standards • how teachers will consider ELs in planning and instruction • explicitly model/teach strategies during the course of the PD

Provide support to classroom teachers teaching ELD instruction.

1. Curriculum Professional Learning (CPL) will provide ELD standards information within the K-2 CCSS summer trainings to include:

- a. how the ELD standards map with ELA standards
- b. how teachers will consider ELs in planning and instruction
- c. explicitly model/teach strategies during the course of the professional learning

2. Curriculum Professional Learning will provide ELD standards information in all CCSS follow up trainings to include:

- a. how the ELD standards map with ELA standards
- b. how teachers will consider ELs in planning and instruction
- c. explicitly model/teach strategies during the course of the PD

3. Curriculum Professional Learning will provide ELD standards overview training for administrators and teachers (1 time, 2 hours in addition to all CCSS trainings)

4. Curriculum Professional Learning will provide professional learning in English Language Development. REVIEW TIMELINE

5. Curriculum Professional Learning will provide full-day professional learning for secondary content area teachers on ELD/ SDAIE to:

- a. include differentiated time for content specific instruction
- b. include CCSS connections

6. Curriculum Professional Learning will work with administrators/regions/coaches to identify multiple options for ongoing support for ELD (release, after school, site specific, coaches, district office).

7. Learning Support Services will work to reconfigure the responsibilities of the EL coordinators.

8. Curriculum Professional Learning will provide professional learning in differentiation in ELD.

9. Curriculum Professional Learning and Learning Support Services will ensure that all professional learning in ELD presents information on progress monitoring of language acquisition, including use of program progress monitoring assessments.

Investigate and create an accelerated Matriculation Plan for struggling ELs (Catch Up Plan)

1. Convene a research team to investigate intervention opportunities for accelerating English acquisition for implementation in EGUSD schools and create a set of recommendations for implementation of programs and resources designed for accelerating English acquisition for in EGUSD schools.

EGUSD English Learner Program Foundation 2: Ensure attainment of English Language Proficiency

Identify Long Term English Learners (LTEL) and students at-risk of becoming LTELs.

1. Communicate the state's definition of *Long-Term English Learner* and *English Learner At Risk of Becoming a Long-Term English Learner* as defined by AB2193 to all stakeholders
2. Enhance SISWEB protocols for the identification of Long-Term English Learners and English Learners At Risk of Becoming Long-Term English Learners-Learning Support Services; EL Program Specialist; Tech Services; RED

Identify and communicate an intervention placement protocol for LTELs and students at-risk of becoming LTELs (AMAO 2, cohorts 1 & 2).

1. Educate all stakeholders regarding the long term consequences for LTELs-LSS, CPL, District Administration, Site Administration, EL Coordinators
2. Refine and apply an effective placement protocol to meet English language proficiency goals of LTELs and students at risk of becoming LTELs-LSS, CPL, District Administration, Site Administration, EL Coordinators
3. Create and implement a metrics tool to determine current level of implementation of the placement protocol-LSS , CPL, RED, Tech Services

Identify and communicate a placement protocol for ELs in school fewer than 5 years (AMAO 2 cohort 1).

1. Educate all stakeholders regarding the characteristics of ELs at all proficiency levels-LSS, CPL, District Administration, Site Administration, EL Coordinators
2. Refine and apply an effective placement protocol to meet English language proficiency of all ELs-LSS, CPL, District Administration, Site Administration, EL Coordinators

Identify and communicate a placement protocol for RFEPs.

1. Educate all stakeholders regarding the characteristics and needs of RFEPs-LSS, CPL, District Administration, Site Administration, EL Coordinators
2. Refine and apply effective placement protocol to meet English language proficiency of all RFEPs-LSS, CPL, District Administration, Site Administration, EL Coordinators
3. Implement an effective metrics tool to determine current level of implementation of the placement protocol-LSS , CPL, RED, Tech Services

Provide support to leaders to ensure student attainment of English language proficiency.

1. Design and Implement One-Time professional learning to build understanding of CELDT (Part II-Focusing on Attainment of English Prof. AMAO 2)-LSS, EL Program Specialist, CPL
2. Design and Implement Ongoing professional learning to build understanding of CELDT (Part II-Focusing on Attainment of English Prof. AMAO 2)-LSS, EL Program Specialist, CPL
3. Provide professional learning which defines English Language Development, progress monitoring assessment options, and ramifications for students who do not acquire and/or maintain English (LTEL)-LSS, EL Program Specialist, CPL

Provide support to classroom teachers to ensure student attainment of English language proficiency.

1. Design and implement professional learning which supports teachers in providing Academic Language Development designed to assist students in the attainment and maintenance of English language proficiency-LSS, EL Program Specialist, CPL

2. Support teachers in the use of progress monitoring assessments to measure student language growth-LSS, EL Program Specialist, CPL, RED

Implement research based recommendations to address the growing numbers of LTELs.

1. Follow the recommendations from *Secondary School Courses Designed to Address the Language Needs and Academic Gaps of Long-Term English Learners* by Laurie Olsen-LSS, EL Program Specialist, CPL, District Administration, Site Administration

Monitor the progress of the program to support English Learners in attaining English language proficiency (AMAO 2).

1. Review implementation of the plan on a regular basis-LSS, EL Program Specialist, CPL, District Administration, Site Administration

EGUSD English Learner Program Foundation 3: Provide Infrastructure and Instruction that Supports Academic Achievement

Conduct analysis of multiple data points for all ELs and RFEPs to determine learning needs
1. Learning Support Services (LSS) will work with Research and Evaluation (RED) and Technology Services (TS) to develop a filtering/identification system within current reports to identify specific groups of EL students for targeted instruction
2. Research and Evaluation with input from Learning Support Services and Curriculum Professional Learning will develop protocol for utilizing reports
Annually examine and structure school schedules (elementary, middle and high school sites) based on identified numbers and needs at ELs and RFEPs.
1. Annually build the elementary master schedule to meet the academic needs of English Learners and students that are Redesignated as Fluent English Proficient (RFEP) based on data analysis
2. Annually build the secondary master schedule to meet the academic needs of English Learners and students that are Redesignated as Fluent English Proficient (RFEP) based on data analysis.
Provide high-quality instruction to all English Learners and redesignated fluent English proficient students.
1. EGUSD will continue to provide state board approved, district adopted core content curriculum materials appropriate to the students' academic needs
2. Curriculum Professional Learning (CPL) will provide professional development to teachers on utilization of state board approved, district adopted core curriculum materials appropriate to students' academic needs
3. Curriculum Professional Learning (CPL) will provide professional development to coaches and curricular leaders on utilization of state board approved, district adopted core curriculum materials appropriate to the students' academic needs
4. Learning Support Services (LSS) will provide state board approved, district adopted supplemental curriculum materials appropriate to students' academic needs.
5. Curriculum Professional Learning (CPL) will provide professional development to teachers on utilization of state board approved, district adopted supplemental curriculum materials appropriate to the students' academic needs
6. Curriculum Professional Learning (CPL) will provide professional development to coaches and curricular leaders on utilization of state board approved, district adopted supplemental curriculum materials appropriate to students' academic needs
7. Curriculum Professional Learning (CPL) will provide professional development to teachers on research-based instructional strategies
8. Curriculum Professional Learning (CPL) will provide professional development to coaches and curricular leaders on research-based instructional strategies
9. Curriculum Professional Learning, in conjunction with district and site administrators will monitor implementation of curriculum and best instructional practices
10. Curriculum Professional Learning will support site leaders in monitoring academic progress of students
Provide support to leaders in charge of EL/RFEP data analysis, scheduling. Ensure understanding appropriate instruction that supports academic achievement of ELs/RFEPs.
1. Curriculum Professional Learning and Learning Support Services will jointly design and implement professional development to assist leaders in analysis of EL/RFEP data in order to allocate resources for scheduling purposes













EGUSD English Learner Program Foundation 4: Communicate with all Stakeholders and Support Parent and Community Involvement

Implement the EGUSD EL communication plan to support a clear and consistent message regarding the Elk Grove Unified School District's English Learner Program.
1. Meet with EGUSD Communications Department representative to refine the communication plan for messaging the EGUSD EL Program, based on new ELD standards, curriculum and research in the area of EL Education.
2. Examine and refine the protocol and procedures for providing meaningful feedback that includes all stakeholders (district, site, classroom, community)
3. Align the EL Plan with EGUSD initiatives
4. Identify, and create as needed, multiple delivery formats and levels (depth/breadth) of information (overview, informative, intensive) for delivering the clear and consistent message
5. Create the Elk Grove Unified School District plan and timeline to implement the English Language Development Standards (adopted in 2012).
Continue to provide all required parent notifications within the timelines prescribed by Title III regulations.
1. Maintain a calendar and processes for notifications and communications to parents as per Title III guidelines.
Investigate and develop strategies to improve parent participation in site and district committees (ELAC/DELAC).
1. Provide support to strengthen the structure and function of both ELAC and DELAC.












EGUSD English Learner Program Foundation 5: Adequately Fund the EL Program in Implementing Research-Based Practices and Structures that Support English Learners

Follow parameters outlined by state and federal regulations in allocation of funds for English Learner education.
1. Determine/develop a budget for plan implementation
2. Determine funding priorities for programs outlined in the EL Strategic Plan.
3. Regularly (bi-annually or quarterly) review proposed categorical expenditures, including reallocation when funds are not spent.
Identify and refine resources and support to aid administrators in use of EL funds.
1. Create supports for administrators in spending categorical funds.
Research alternative funding sources
1. Work with grant department to investigate grant availability
2. Utilize SCOE resources to provide professional learning and technical assistance.
Investigate measures to track success of English Learner programs
1. Continue to monitor attainment of Title III goals and targets for AMAOs 1, 2, and 3.
2. Utilize the HPT/decision making model when planning programmatic changes.

EL Strategic Plan Timeline Summary

Foundation 1	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
Provide English Language Development Instruction						
Create and implement a communication plan to support a clear and consistent message regarding English Language Development Program for the Elk Grove Unified School District.						
Provide support to leaders in charge of ELD instruction.						
Provide support to classroom teachers teaching ELD instruction.						
Investigate and create an accelerated Matriculation Plan for struggling ELs (Catch Up Plan).						
Foundation 2	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
Ensure Attainment of English Language Proficiency						
Identify Long Term English Learners (LTEL) and students at-risk of becoming LTELs.						
Identify and communicate an intervention placement protocol for LTELs and students at-risk of becoming LTELs (AMAO 2, cohorts 1 & 2).						
Identify and communicate a placement protocol for ELs in school fewer than 5 years (AMAO 2 cohort 1).						
Identify and communicate a placement protocol for RFEPs.						
Provide support to leaders to ensure student attainment of English language proficiency.						
Provide support to classroom teachers to ensure student attainment of English language proficiency.						
Implement research based recommendations to address the growing numbers of LTELs.						
Monitor the progress of the program to support English Learners in attaining English language proficiency (AMAO 2).						

EL Strategic Plan Timeline Summary

Foundation 3	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
Provide Infrastructure and Instruction That Supports Academic Achievement						
Conduct analysis of multiple data points for all ELs and RFEPs to determine learning needs.						
Annually examine and structure school schedules (elementary, middle and high school sites) based on identified numbers and needs at ELs and RFEPs.						
Provide high-quality instruction to all English Learners and redesignated fluent English proficient students.						
Provide support to leaders in charge of EL/RFEP data analysis, scheduling. Ensure understanding appropriate instruction that supports academic achievement of ELs/RFEPs.						
Foundation 4	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
Strategies to Communicate With All Stakeholders and Support Parent and Community Involvement						
Create and implement a communication plan to support a clear and consistent message regarding the Elk Grove Unified School District's English Learner Program.						
Continue to provide all required parent notifications within the timelines prescribed by Title III regulations.						
Investigate and develop strategies to improve parent participation in site and district committees (ELAC/DELAC).						
Foundation 5	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
Strategies To Adequately Fund The EL Program In Implementing Research-Based Practices And Structures That Support English Learners						
Follow parameters outlined by state and federal regulations in allocation of funds for English Learner education.						
Develop resources and support to aid administrators in use of EL funds.						
Research alternative funding sources.						
Investigate measures to track success of English Learner programs.						

EL Strategic Plan Reference Document

The following resources provide clarification and background information regarding English Learners (EL), Long Term English Learners (LTEL), and Redesignated Fluent English Proficient (RFEP) students.

Framework for English Language Proficiency Development Standards corresponding to the Common Core State Standards and Next Generation Science Standards

<http://www.ccsso.org/Documents/2012/ELPD%20Framework%20Booklet-Final%20for%20web.pdf>

English Language Development Standards-Resources from the California Department of Education

<http://www.cde.ca.gov/sp/el/er/eldstandards.asp>

As found on the Understanding Language website *Key Principles for ELL Instruction*

http://ell.stanford.edu/sites/default/files/Key%20Principles%20for%20ELL%20Instruction_0.pdf

California English Language Development Test (CELDT)-Resources from the California Department of Education <http://www.cde.ca.gov/ta/tg/el/resources.asp>

The research briefs by Laurie Olsen which identifies the issues and implications surrounding LTELs as well as recommendations for addressing the issues. *Reparable Harm Fulfilling the Unkept Promise of Educational Opportunity for California's Long Term English Learners*

www.californianstogether.org/docs/download.aspx?fileId=227 *Secondary School Courses Designed to*

Address the Language Needs and Academic Gaps of Long Term English Learners

www.californianstogether.org/docs/download.aspx?fileId=357

For additional resources subscribe to the English Learner Blog <http://blogs.egusd.net/win/>

The publication by California Department of Education, 2010 *Improving Education for English Learners: Research-Based Approaches*



STUDENT REGISTRATION

TODAY'S DATE ____/____/____

PLEASE PRINT

*Has the student ever been enrolled in an Elk Grove Unified School District school? Y / N

*Is this student currently expelled or pending an expulsion hearing in EGUSD or any other district? Y / N

*Student's Legal Last Name *First Name Middle Name (Suffix: Jr. Sr.) SSN ____ - ____ - ____

(Nick Name) AKA First Name AKA Middle Name AKA Last Name AKA Suffix

*Student's Home Telephone ____ - ____ - ____ Phone Unlisted? Y / N *Grade Level: ____ *Gender: Male / Female
(Area Code)

*Birth Date ____/____/____ *Birthplace ____ (City) ____ (State) ____ (Country)
MM / DD / YYYY

Foreign Born United States Citizen? Y / N If Foreign Born, does student have three years of cumulative enrollment in the United States? Y / N

*What special services has your child received? Check all that apply: Special Ed. Program? ☐ GATE? ☐ 504? ☐ ESL/Bilingual? ☐

*What is your child's Ethnicity? (Please check one)

- ☐ Hispanic or Latino (A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race)
☐ Not Hispanic or Latino

*What is your child's Race? (Please show one or more) The question above is about ethnicity, not race. No matter what you selected above, please select a race that best represents your heritage for group data by selecting **one or more** of the races located in the Race Codes chart on page 4.

Race codes # ____, # ____, # ____, # ____, # ____

HOME LANGUAGE SURVEY (Questions for "new" student registration only)

*Which language did your son or daughter learn when he or she first began to talk? _____

*What language does your son or daughter most frequently use at home? _____

*What language do you use most frequently to speak to your son or daughter? _____

*Name the language most often spoken by the adults in the home: _____

*Residence _____
Address (Street Number) (Street Name) (Apt#) (City) (State) (Zip Code)
Address Unlisted? Y / N

*Mailing Same as residence? Y / N If no _____
Address (Street Number) (Street Name) (Apt#) (City) (State) (Zip Code)

*Is student currently:

Foster Youth? ☐

If Foster Youth, where is your child/family currently living?

(Please check only one of the following)

- ☐ Foster Family Home or Kinship Placement (210)
☐ Licensed Children's Institution (Group Home) (220)

Homeless? ☐

If Homeless, where is your child/family currently living?

(Please check only one of the following)

- ☐ Temporary Shelter (100)
☐ Hotels/Motel (110)
☐ Temporarily Doubled Up (120)
☐ Temporarily Unsheltered (130)

FOR OFFICE USE ONLY

EGUSD Student Number _____

School Enrollment Date ____/____/____

School Name _____

Address Verification Method _____

Date Address Verified ____/____/____

Track ☐

Enrolled by _____

Birth Date Verified ☐

Birthplace Verified ☐

Legal Name Verified ☐

Date Birth Info Verified ____/____/____

Birth Place Verification Method _____

Restrictions? Y / N

Date entered ____/____/____

Enrollment Permit Code _____

Enrollment Permit Reason _____

Immunizations Complete? Y / N

Parent Highest Ed Level (see pg 2 & 3) _____

Primary Language (see pg 4 chart)



Elk Grove Unified School District

Learning Support Services

District English Learner Advisory Committee

Yolanda Contreras, Chair

Marcel Sordia, Vice Chair

2013-2014 Meeting Schedule

September 12, 2013, 6:00-7:30 PM

December 11, 2013, 6:00-7:30 PM

February 20, 2014, 6:00-7:30 PM

May 1, 2014, 5:30-8:00 PM (Annual EL Student Recognition Ceremony)

All meetings are held in the EGUSD Board Room

Agenda Item No: _____

Supplement No. _____

Meeting Date October 15, 2013**Board Agenda Item****Subject:**Division: Facilities and Planning

Education Code section 17556, et seq.: Consideration of Resolution to Grant Permanent Water Pipeline Easement to the Sacramento County Water Agency for the Marion Mix Elementary School Project.

Action Requested:

The Board of Education is asked to (1) Open a public hearing and receive comments on the granting of a permanent water pipeline easement; (2) Close the public hearing; and if no comments are received, (3) adopt Resolution # 24, 2013-14 Granting Water Pipeline Easement to the Sacramento County Water Agency for the Marion Mix Elementary School Project.

Discussion:

The Sacramento County Water Agency has requested that the District convey a permanent water pipeline easement on the Marion Mix Elementary School site at 4730 Laguna Park Drive, Elk Grove, CA as described in the attached description and diagram, Exhibits A & B.

The purpose of this easement is to construct and maintain the main water pipeline which will serve the property.

The Resolution of Intention must be adopted by a 2/3 vote by the Board and must be published and posted as prescribed by law.

Financial Summary:

Not applicable.

Prepared By: _____ Division Approval: _____ Robert Pierce Prepared By: William Heinicke Superintendent Approval: _____ Steven M. Ladd, Ed.D. 

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

RESOLUTION NO. 24

IN RE THE MATTER OF GRANTING)	RESOLUTION GRANTING
PERMANENT EASEMENT FOR USE)	PERMANENT WATER PIPELINE
TO THE SACRAMENTO COUNTY)	EASEMENT TO THE SACRAMENTO
WATER AGENCY)	COUNTY WATER AGENCY FOR USE
)	FOR THE MARION MIX
)	ELEMENTARY SCHOOL PROJECT
_____)	

WHEREAS, the Elk Grove Unified School District ("District") is the owner of certain real property designated as APN 119-0133-009, APN 119-0133-011, and APN 119-1370-034, in Elk Grove, Sacramento County, California upon which the Marion Mix Elementary School is to be located ("Property"); and

WHEREAS, the Sacramento County Water Agency ("SCWA") desires to acquire a water pipeline easement to construct and maintain water service improvements on the Property, bearing legal description attached as Exhibit A and depicted in Exhibit B (the "Easement"); and

WHEREAS, the Easement is not now and will not at the time of delivery of possession to the SCWA be needed exclusively for classroom or other purposes by the District; and

WHEREAS, it is in the best interest of the District to transfer the Easement to the SCWA in that the SCWA will construct and maintain the water pipeline therein in order to support the District's use of the Property; and

WHEREAS, the Board of Education adopted a Resolution of Intention to Convey such permanent easement as Resolution No. _____ on October 1, 2013; and

WHEREAS, notice was duly posted and published for a public hearing for the Board meeting on October 15, 2013 at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, and

WHEREAS, a public hearing was held on October 15, 2013, at which time no

comments were heard, nor has a petition been submitted protesting the proposed easements signed by at least ten percent (10%) of the qualified electors of the District.

NOW, THEREFORE, BE IT RESOLVED that the Superintendent, or his authorized designee, and, to the extent required by law, the President of the Board of Education, are authorized to execute such easement documents as necessary to carry out the purposes of this Resolution.

PASSED AND ADOPTED by the Elk Grove Unified School District Board of Education on this _____, 20____, by the following two-thirds vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chet Madison, Sr.
President
Board of Education
Elk Grove Unified School District

ATTEST:

Clerk
Board of Education
Elk Grove Unified School District

Exhibit "A"
Water Line Easement

Being a portion of Parcel B, in the City of Elk Grove, County of Sacramento, State of California, filed in Book 71 at page 15 of Parcel Maps Official Records of said County described as follows:

Beginning at a point on the northerly line of that certain irrevocable offer of dedication as shown on said Parcel Map;

Said point of beginning bears the following two courses from the Southwest corner of said Parcel B;

1. North 07°33'02" East 20.16 along the Westerly line of parcel B;
2. Leaving said westerly line South 89°33'30" East 336.41 to the point of beginning;

Thence from said point of beginning;

1. Leaving said Northern line of aforesaid dedication North 00°26'30" East 42.00 feet along centerline of a 21 foot wide easement to end of easement.

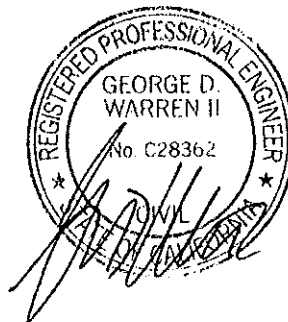
Containing: 882.00 square feet or 0.02 acres.

Basis of bearing for this description is identical to that certain Parcel Map on file in the ~~Office of Records in Book 71 of Parcel Maps at Page 15, County of Sacramento,~~ State of California.

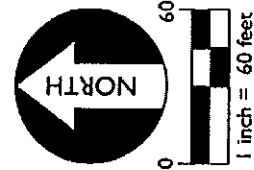
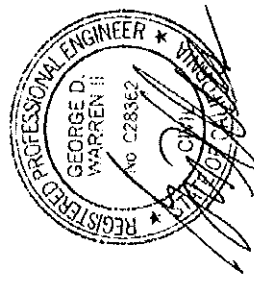
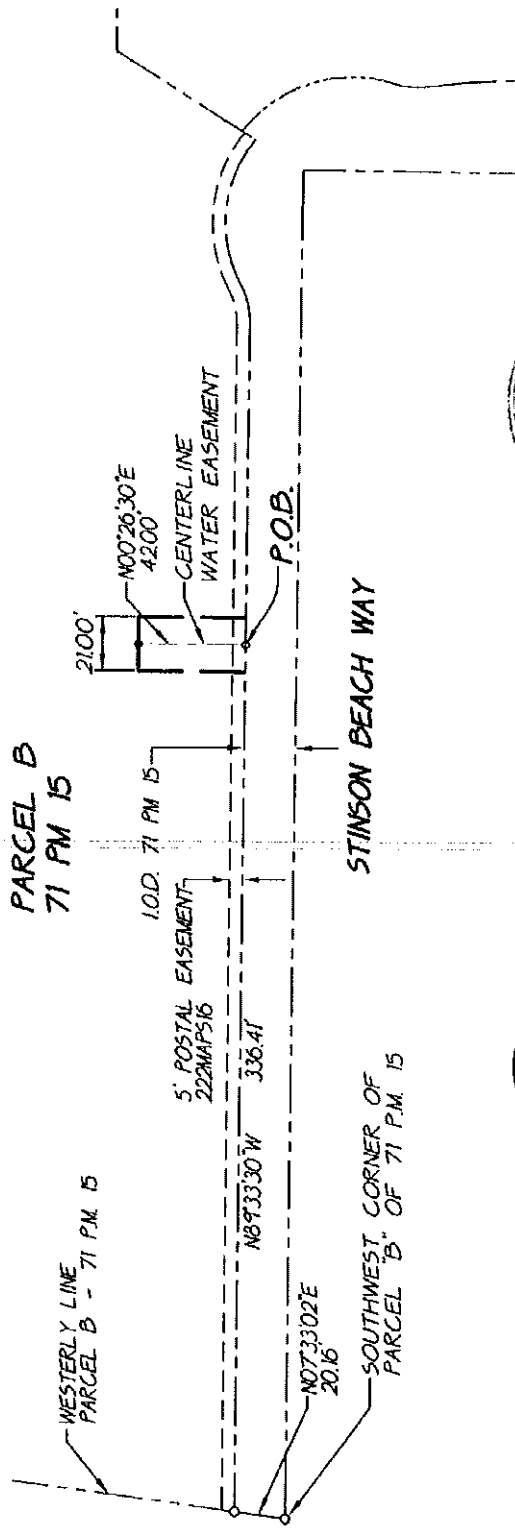
End of Description

This legal description was prepared by George D. Warren II, RCE C28362 or under my direction pursuant to the requirements of the Professional Land Surveyors Act.

Prepared by: Warren Consulting Engineers, Inc.
1117 Windfield Way, Ste. 110
El Dorado Hills, CA 95762
July 29th, 2013



JOB NO.
2336.1
DATE
07/29/13



BASIS OF BEARINGS
IDENTICAL TO 71 PM 15
N 89° 33' 30\" W

EXHIBIT "B"

WCE
WARREN CONSULTING ENGINEERS, INC.
1117 WINDFIELD WAY, SUITE 110
EL DORADO HILLS, CA 95762 (916) 985-1870

WATER LINE EASEMENT
AT
MARION MIX ELEMENTARY SCHOOL

SACRAMENTO COUNTY

CALIFORNIA

SCALE
1"=60'

Board Agenda Item

Supplement No. _____

Meeting Date October 15, 2013**Subject:**Department: Curriculum/Professional Learning**2014-2015 District Comprehensive High School Course Catalog and College/Career Planning Guide,
and Alternative Education Course Catalog and College/Career Planning Guide****Action Requested:**

The Board of Education is requested to receive and review the 2014-2015 Comprehensive High School Course Catalog and College/Career Planning Guide, and the Alternative Education Course Catalog and College/Career Planning Guide.

Discussion:

The 2014-2015 Elk Grove Unified School District course catalogs provide information for courses offered in the district high schools. There is additional information regarding graduation requirements, career academy programs, and college testing.

The Elk Grove Unified School District Comprehensive High School Course Catalog and College/Career Planning Guide includes all district high school courses, including the district course codes and the adopted curricula for each course. The catalog is also available in Spanish and Hmong for students and their families requiring a translated version.

The Alternative Education Course Catalog and College/Career Planning Guide provides information about our district's alternative high schools and independent study program. The catalog provides details about the district's Career Technical Education (CTE) courses, the Regional Occupational Program (ROP), and includes descriptions for these courses.

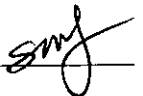
The 2014-2015 course catalogs will continue to be provided electronically via our district website and through each school's website. Students who do not have Internet access will be provided a hard copy of the catalog during the course selection process, which will begin in December.

Financial Summary:

\$12,000 for the printing of the comprehensive high school course catalog.

\$ 100 for the printing of the alternative high school course catalog

\$12,100 Total Cost

Prepared By: Jerrilyn M. Ewing Division Approval: Mark Cerutti Superintendent Approval: Steven M. Ladd, Ed.D. 

Board Agenda ItemAgenda Item No: 14

Supplement No. _____

Meeting Date: October 15, 2013**Subject:**Developer Fee Annual Report – 1st reading**Department:**

Fiscal Services

Action Requested:

The Board is asked to review the attached Annual Report of 2012-13 Developer Fee expenditures.

Discussion:

Government Code §66006 requires that an annual report of income and expenditures from developer fees and the beginning and ending fund balances in the Capital Facilities Fund be made available to the public within 180 days after the end of the fiscal year.

Beginning Fund Balance July 1, 2012	\$	22,516,689.00
Income/Incoming Transfers		14,160,761.00
Interest		155,294.00
Expenditures/Outgoing Transfers		(13,889,955.00)
Ending Fund Balance June 30, 2013	\$	22,942,789.00

For the convenience of the Board and the public, attached is a summary of the District's unaudited financial records listing developer fee expenditures by site and activity, and provides other required information such as the percentage of project cost funded by the fees.

During 2012-13 the District charged the following developer fees:

	7/01/12 - 7/10/12	7/11/12 - 6/18/13	6/19/13 - 6/30/13
Level I (per sq. ft.)	\$2.97	\$3.20	\$3.20
Level II (per sq. ft.)	\$1.35	\$1.46	\$1.47
Total Residential	\$4.32	\$4.66	\$4.67
	7/1/2012 - 9/06/12	9/07/12 - 6/30/13	
Commercial/Senior (per sq. ft.)	\$0.47	\$0.51	

Any members of the public desiring more detailed information regarding developer fees may contact the Facilities and Planning Department.

The District remains in full compliance with all legal requirements regarding developer fees. All fees collected relate to accommodation of new student enrollment growth, and all fees are spent within five years of receipt.

Government Code §66006 also requires that the Board review this information at a later date in a public meeting. This item will be brought back on November 5, 2013 for approval.

Prepared By: Eric Walle

Division Approval:

Rich FaganPrepared By: Carrie Hargis

Superintendent Approval:

Steven M. Ladd, Ed.

ELK GROVE UNIFIED SCHOOL DISTRICT

Fiscal Services Department

2012-13 Developer Fee Report by Project and Fees

Project	Level I (per sq. ft.)	Level II (per sq. ft.)	Commercial/Sr. (per sq. ft.)	Total	Percent of Total 12/13 Developer Expenditures *	Percent of Total Project Funded by Developer Fees to Date**	Projected Start Date (for projects not started)	Projected or Actual Open Date (M/Y) ***
Interest	155,294			155,294				
Fees	7,247,949	3,305,819	196,878	10,750,646				
Other Local Income				0				
Transfers	3,410,115			3,410,115				
Total 12-13 Income	10,813,358	3,305,819	196,878	14,316,055				
Beginning Balance	8,925,519	12,581,410	1,009,760	22,516,689				
Total Income	19,738,877	15,887,229	1,206,638	36,832,744				
Developer Fee Admin Costs	160,411			160,411	2.15%			
School Facilities Needs Assessment	5,950			5,950	0.04%			
Enrollment Growth	10,655			10,655	0.08%			
Emergency Portables				0	0.00%			
Charter Schools	162,715			162,715	1.19%			
Marion Mix Elementary	1,134,062	7,200,000		8,334,062	60.70%	72.38%	10/13	08/15
Laguna Ridge #1				0	0.00%	76.71%	under review	
Anatolia 2 Elementary	50,000			50,000	0.36%	88.79%	05/15	08/16
Miwok Village Elementary	200,000			200,000	1.46%	95.84%	under review	
New Dillard Elementary	4,678,976			4,678,976	34.08%	97.40%		08/15
PGHS Agriculture Building	151,217			151,217	1.10%	30.69%		10/11
rHouse @ Cosumnes Oaks HS	135,969			135,969	0.99%	8.31%		05/13
Total Expenditures	6,689,955	7,200,000	0	13,889,955	100.00%	n/a		
Ending Balance	13,048,922	8,687,229	1,206,638	22,942,789				

* Admin Costs percentage calculated on fee revenue (Level I, including Comm/Sr.) Other cost percentages calculated on total expenditures less Admin Costs.

** Some projects are only funded for planning or until State funding is approved. Eventual developer fee share of total construction cost may be different.

***Subject To State Funding Availability.

ELK GROVE UNIFIED SCHOOL DISTRICT
Fiscal Services Department

Total Project Expenditures and Percentage Funding Resources

Site	Budgeted/Actual Amount Per Funding Source			Interest & Misc.	Total	Percent Dev Fees to Date	Projected Completion Date (fiscal year)
	Dev. Fees	State Funds	Mello-Roos				
Marion Mix Elementary	10,034,062	0	3,573,244	254,932	13,862,238	72.38%	15/16
Laguna Ridge #1	1,574,402	0	425,598	52,298	2,052,298	76.71%	under review
Anatolia 2 Elementary	250,000	0	0	31,561	281,561	88.79%	16/17
Miwok Village Elementary	2,200,000	0	5,000	90,455	2,295,455	95.84%	under review
New Dillard Elementary	6,678,976	0	0	177,991	6,856,967	97.40%	15/16
PGHS Agriculture Building	1,651,217	1,508,845	2,211,269	9,805	5,381,136	30.69%	13/14
rHouse @ Cosumnes Oaks HS	135,969	274,867	1,220,016	6,334	1,637,186	8.31%	12/13
Total	22,524,626	1,783,712	7,435,127	623,376	32,366,841	69.59%	

32,366,841

ELK GROVE UNIFIED SCHOOL DISTRICT
Fiscal Services Department

Budget for Carry Over Balances for 2013-14

Project	Type of Developer Fee			Total
	Level I	Level II	Commercial	
Marion Mix Elementary				0
Laguna Ridge #1				0
Anatolia 2 Elementary			1,062,000	1,062,000
Miwok Village Elementary				0
New Dillard Elementary	12,100,000	8,000,000		20,100,000
PGHS Agriculture Building				0
rHouse @ Cosumnes Oaks HS				0
Contingency	948,922	687,229	144,638	1,780,789

1,780,789

Total **13,048,922** **8,687,229** **1,206,638** **22,942,789**

Ending balances from Summary Report *13,048,922* *8,687,229* *1,206,638* *22,942,789*

ELK GROVE UNIFIED SCHOOL DISTRICT
Fiscal Services Department

Five-Year Report for 2013-14

Our findings are that no funds collected five or more years ago remain unexpended.

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No. 15

Board Agenda Item

Supplement No. _____

Meeting Date: October 15, 2013

Subject:

Department: Finance & School Support

Recommendation for Employee Benefit Consultant/Insurance Brokerage Services

Action Requested:

Approve the recommendation for Employee Benefit Consultant/Insurance Brokerage Services

Discussion:

Place Holder

Financial Summary:

Prepared By: Rich Fagan

Division Approval: Rich Fagan 

Prepared By: Jennifer Ballerini

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

Board Agenda Item

Supplement No. _____

Meeting Date: October 15, 2013**Subject:****RED RIBBON WEEK RECOGNITION**Division: Student Support and Health Services**Action Requested:**

The Board of Education is requested to recognize the efforts of teachers, staff, and administrators in support of "Red Ribbon Week," October 23-31, 2013.

Discussion:

The Board of Education is requested to recognize the efforts of teachers, staff, and administrators in support of Red Ribbon Week, October 23-31, as part of a district-wide prevention program that encompasses education and positive youth development. Red Ribbon Week is the oldest and largest proactive drug prevention program in the country. It is an awareness campaign designed to warn students about the dangers of alcohol, tobacco and other drug use so they will choose to be free of these barriers to success. Throughout Red Ribbon Week, messages are delivered to students in various creative and positive ways. Whenever possible, student leaders are involved in planning the Red Ribbon Week activities at their schools. This recognition will declare District support of this campaign to create awareness of substance abuse problems through Red Ribbon Week and other research-based prevention programs.

Currently, the District receives competitive grant funds that support a district-wide research-based prevention program that is implemented throughout the school year. Student Support and Health Services provides the oversight of these grants. The goal of prevention initiatives at elementary schools is to help students understand the harm that can be caused by alcohol, tobacco and drug abuse and to equip students with the necessary life skills to resist negative pressure through Red Ribbon Week. All secondary level schools participate in the district-wide prevention education program by supporting the Project Alert curriculum, Club Live and Friday Night Live, Link Crew, Teen Intervene, the Annual Middle School Leadership Conference, and Project SUCCESS at each continuation high school. In addition, Student Support and Health Services offers parent and school staff training on various subjects upon request including the development of those personal assets in students that will help them resist involvement with alcohol, tobacco and other drugs and lay the groundwork for enhanced student achievement as well as other specific drug prevention subjects.

This recognition is intended to lend support for the substance abuse prevention efforts within the Elk Grove Unified School District.

Financial Summary: N/APrepared By: Carl J. Steinauer Division Approval: Tom Jenkins 

Prepared By: _____

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

Elk Grove Unified School District

RED RIBBON WEEK

Resolution No. 25

WHEREAS, *the Elk Grove Unified School District will demonstrate its support for Red Ribbon Week activities October 23 through October 31; and*

WHEREAS, *the Elk Grove District will support Red Ribbon Week activities as part of a comprehensive research-based prevention program; and*

WHEREAS, *the Elk Grove District has recognized the seriousness of the use of alcohol, tobacco and other drugs by school-age children; and*

WHEREAS, *the effects of alcohol, tobacco and other drug abuse are devastating to young people's lives and their future, to their families, to society, and to the educational environment; and*

WHEREAS, *schools are an appropriate place to educate youth about the harmful effects of alcohol, tobacco and other drug abuse and to assist them in learning positive ways to make healthy choices in their lives; and*

WHEREAS, *schools should provide a safe harbor for students so that our youth can be safe and learn effectively;*

THEREFORE, BE IT RESOLVED *that the Elk Grove Unified School District Board of Education will continue to make alcohol, tobacco and other drug abuse prevention a high priority and will support a comprehensive research-based plan of action it has already adopted to assist students who are suffering from the effects of alcohol, tobacco and other drug abuse and to make school campuses a safe harbor from drugs.*

BE IT FURTHER RESOLVED *that the Elk Grove Unified School Board will support Red Ribbon Week activities October 23 through October 31, 2013, as part of a comprehensive prevention, intervention, and positive youth development program.*

Chet Madison, Sr., President, Board of Education

Date: _____

Jeanette J. Amavisca, Clerk, Board of Education

Date: _____

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 17

Board Agenda Item

Supplement No. _____

Meeting Date October 15, 2013

Subject:

Native American Month

Division: Curriculum/Professional Learning

Action Requested:

The Board of Education is requested to adopt a resolution that designates November 2013 as Native American Month.

Discussion:

Throughout the year, the contributions of Native Americans are presented in the regular curriculum; however, this special focus for one month serves as a reminder of the combined contributions of this group.

Financial Summary:

No financial impact is anticipated.

Prepared By: Rebecca Davis

Division Approval: Mark Cerutti

Prepared By: _____

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

ELK GROVE UNIFIED SCHOOL DISTRICT
ELK GROVE, CALIFORNIA
RESOLUTION NO. 26, 2013-2014

ESTABLISHMENT OF NATIVE AMERICAN MONTH

WHEREAS, People of Native American heritage have played a central role in the history of the United States; and

WHEREAS, The United States has paused to recognize the contributions of these citizens throughout the course of our history; and

WHEREAS, President George W. Bush, in 2002, proclaimed November to be National American Indian Heritage Month; and

WHEREAS, We acknowledge these Americans for their contributions to government, industry, commerce, agriculture, science, literature, and the arts; and

WHEREAS, *The History-Social Science Framework for California Public Schools, Kindergarten Through Grade Twelve* states that the study of community, state, region, nation, and world must reflect the experiences of men and women of different racial, religious, and ethnic groups throughout the curriculum at every level,

THEREFORE, BE IT RESOLVED by the Governing Board of the Elk Grove Unified School District that November 2013 is designated as Native American Month and that all educational sites be encouraged to recognize the contributions of Native Americans through our curriculum and activities at the school; and

BE IT FURTHER RESOLVED that this resolution be distributed to every school in the District.

Steven M. Ladd, Ed.D.
Secretary to the Board of Education

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 18

Board Agenda Item

Supplement No. _____

Meeting Date 10-15-13

Subject: Approval of Minutes


Department: Board of Education

Action Requested: Approve minutes of the special meeting held September 25, 2013, and the regular board meeting held October 1, 2013.

Discussion:

Financial Summary:

Prepared By: Arlene Hein Department Approval: _____

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

Board Agenda Item**Subject:** Personnel Actions**Division:** Human Resources**Action Requested:**

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

Discussion:**CERTIFICATED:**


APPROVE:

1. New Hire(s) [17]
2. Leave(s) of Absence
3. Promotion(s)
4. Rehire(s)

CLASSIFIED:

APPROVE:

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

Financial Summary:Prepared by: Bindy Grewal, Ed.D. Departmental Approval: Glen De Graw Prepared by: Evelyn Laluan Superintendent Approval: Steven M. Ladd, Ed.D. 

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 20

Board Agenda Item

Supplement No. _____

Meeting Date October 15, 2013Subject:

APPROVAL OF PURCHASE ORDER HISTORY.

Department: Finance & School SupportAction Requested:

The Board of Education is asked to approve purchase orders for the weeks of September 9, 2013 through September 20, 2013.

Discussion:

The Purchase Order History and Cost Modifications for the month September 9, 2013 through September 20, 2013 are listed below. The purchase orders are on file in the Purchasing Department if you wish to review them.

Encumbrances:

<u>Fund</u>	<u>Purchase Orders Issued</u>	<u>Purchase Order Encumbrance Costs</u>
01 General Fund	384	\$ 4,011,050.54
09 Elk Grove Charter School Fund	2	\$ 1,928.45
11 Adult Education Fund	11	\$ 12,345.88
12 Child Development Fund	4	\$ 984.51
13 Food Nutrition Services Fund	4	\$ 67,080.97
25 Developer Fee Capital Facilities Fund	2	\$ 3,897.03
35 State School Facilities Construction Fund	5	\$ 492,482.00
47 Mello Roos Bond Sale Proceeds	1	\$ 394.20
49 Facilities Special Project Fund	4	\$ 162,353.20
67 Self Insurance Fund	1	\$ 58.17
Total Encumbrances		\$ 4,752,574.95

Modifications:

<u>Fund</u>	<u>Purchase Orders Modified</u>	<u>Purchase Order Modification Costs</u>
01 General Fund	13	\$ 14,844.32
13 Food Nutrition Services Fund	3	\$ 43,400.00
Total Modifications		\$ 58,244.32
Financial Summary Grand Total		\$ 4,810,819.27

Prepared By: Ruth DewDivision Approval: Rich FaganPrepared By: Ruth DewSuperintendent Approval: Steven M. Ladd Ed.D.

ELK GROVE UNIFIED SCHOOL DISTRICT

21

Agenda Item No: _____

Board Agenda Item

Supplement No. _____

Meeting Date: October 15, 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>
Gift Donation (14 desktop computers)	Social Security Administration	Roy Herburger Elementary School	\$500.00	6/14/2013
Gift Donation (32 monitors)	Xyratex	Elliott Ranch Elementary School	\$1,920.00	7/3/2013
Cash Donation	PG&E Corporation Foundation	Toby Johnson Middle School	\$52.50	9/6/2013
Cash Donation	Raley's /Bel-Air	Toby Johnson Middle School (Science)	\$365.63	9/6/2013
Cash Donation	Target Stores	Toby Johnson Middle School	\$240.59	9/6/2013
Cash Donation	Target Stores	Franklin High School	\$603.74	9/11/2013
Cash Donation	Target Stores	Katherine Albiani Middle School	\$186.55	9/13/2013
Cash Donation	Paul Cutter	Katherine Albiani Middle School (Principal's Discretion)	\$200.00	9/13/2013
Cash Donation	Mathes family	Katherine Albiani Middle School (Principal's Discretion)	\$25.00	9/13/2013
Cash Donation	Kurt & Tracy Dunn	Katherine Albiani Middle School (Technology)	\$50.00	9/13/2013
Cash Donation	Joseph Cuevas	Katherine Albiani Middle School (Principal's Discretion)	\$50.00	9/13/2013
Cash Donation	Elizabeth & Al Gress	Katherine Albiani Middle School (Principal's Discretion)	\$200.00	9/13/2013
Cash Donation	Dwayne & Sarrah Meddock	Katherine Albiani Middle School (Principal's Discretion)	\$350.00	9/13/2013
Cash Donation	Carol Meylor & Mitch Hastings	Katherine Albiani Middle School (Principal's Discretion)	\$200.00	9/13/2013
Cash Donation	Chandler Bush	Katherine Albiani Middle School (Principal's Discretion)	\$25.00	9/13/2013
Cash Donation	Melen Vue	Katherine Albiani Middle School (Principal's Discretion)	\$25.00	9/13/2013
Cash Donation	Dave & Arlenie Dial	Katherine Albiani Middle School (Science & Technology)	\$200.00	9/13/2013

(Continued...Page 1 of 3)

Prepared By: Carrie Hargis *Carrie Hargis*

Division Approval:

Rich Fagan *R*

Prepared By: _____

Superintendent Approval:

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

<u>Item</u>	<u>Donor</u>	<u>School/Program</u>	<u>Value</u>	<u>Date Received</u>
Cash Donation	Mike & Kristin Bicocca	Katherine Albiani Middle School (Principal's Discretion)	\$200.00	9/13/2013
Cash Donation	January & Levi Pitt	Katherine Albiani Middle School (Principal's Discretion)	\$100.00	9/13/2013
Cash Donation	Bradley Dellinger	Katherine Albiani Middle School (Technology)	\$100.00	9/13/2013
Cash Donation	Aaron & Lynn Schulte	Katherine Albiani Middle School (Leadership & Social Science)	\$100.00	9/13/2013
Cash Donation	Kayla Hottman	Katherine Albiani Middle School (Principal's Discretion)	\$25.00	9/13/2013
Cash Donation	Carolyn Immecker	Katherine Albiani Middle School (Principal's Discretion)	\$25.00	9/13/2013
Cash Donation	Ron Semana	Katherine Albiani Middle School (Principal's Discretion)	\$100.00	9/13/2013
Cash Donation	Sylvia Paszak	Katherine Albiani Middle School (Principal's Discretion)	\$25.00	9/13/2013
Cash Donation	Jon & Dawn Restani	Katherine Albiani Middle School (Principal's Discretion)	\$25.00	9/13/2013
Cash Donation	Marty & Lisa Colridge	Katherine Albiani Middle School (Principal's Discretion)	\$25.00	9/13/2013
Cash Donation	Michelle & Chris Horner	Katherine Albiani Middle School (Principal's Discretion)	\$50.00	9/13/2013
Cash Donation	Amy Cuellar	Katherine Albiani Middle School (Principal's Discretion)	\$25.00	9/13/2013
Cash Donation	Stephanie Anderson	Katherine Albiani Middle School (Principal's Discretion)	\$50.00	9/13/2013
Cash Donation	Sydney & Austin Brazzle	Katherine Albiani Middle School (Principal's Discretion)	\$100.00	9/13/2013
Cash Donation	Samantha & Reine Persson	Katherine Albiani Middle School (Principal's Discretion)	\$100.00	9/13/2013
Cash Donation	Gloria Dailly	Katherine Albiani Middle School (Principal's Discretion)	\$50.00	9/13/2013
Cash Donation	Jonalyn Mosley	Katherine Albiani Middle School (Principal's Discretion)	\$30.00	9/13/2013
Cash Donation	Bruce & Sue Belden	Katherine Albiani Middle School (Science & Technology)	\$100.00	9/13/2013
Cash Donation	Leilani Loreto	Katherine Albiani Middle School (Principal's Discretion)	\$25.00	9/13/2013
Cash Donation	Dianna & Nathan Zentner	Katherine Albiani Middle School (Principal's Discretion & Robotics Club)	\$200.00	9/13/2013
Cash Donation	Sonya Breckenridge	Katherine Albiani Middle School (Principal's Discretion)	\$100.00	9/13/2013
Cash Donation	The Williams family	Katherine Albiani Middle School (Principal's Discretion)	\$100.00	9/13/2013
Cash Donation	Tasha Vruvides	Katherine Albiani Middle School (Principal's Discretion)	\$25.00	9/13/2013
Cash Donation	Tristan Kong	Katherine Albiani Middle School (Technology)	\$50.00	9/13/2013
Cash Donation	Staci & Kyle Karnow	Katherine Albiani Middle School (Principal's Discretion)	\$25.00	9/13/2013
Cash Donation	Kyle & Jeanne Yamashiro	Katherine Albiani Middle School (Principal's Discretion)	\$200.00	9/13/2013

(Continued...Page 2 of 3)

<u>Item</u>	<u>Donor</u>	<u>School/Program</u>	<u>Value</u>	<u>Date Received</u>
Cash Donation	Ginger Silveria	Katherine Albiani Middle School (Principal's Discretion)	\$50.00	9/13/2013
Cash Donation	Nicoli Murphy Shiu	Katherine Albiani Middle School (Principal's Discretion)	\$100.00	9/13/2013
Cash Donation	Merrihew family	Katherine Albiani Middle School (Principal's Discretion)	\$100.00	9/13/2013
Cash Donation	Jason Dorminey, DMD	Katherine Albiani Middle School (Leadership & Social Science)	\$200.00	9/13/2013
Cash Donation	Jim & Becky Morales	Katherine Albiani Middle School (Principal's Discretion)	\$25.00	9/13/2013
Cash Donation	Monique Lu	Katherine Albiani Middle School (Principal's Discretion)	\$25.00	9/13/2013
Cash Donation	Jennifer Shu	Katherine Albiani Middle School (Principal's Discretion)	\$50.00	9/13/2013
Cash Donation	Edgar Villanueva	Katherine Albiani Middle School (Principal's Discretion)	\$25.00	9/13/2013
Cash Donation	Target – Take Charge of Education	T. R. Smedberg Middle School	\$34.54	9/3/2013
Cash Donation	Mitchi Rosales-Jang State Farm Companies Foundation	Joseph Kerr Middle School (Student Activities)	\$500.00	9/16/2013

(Continued...Page 3 of 3)

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item

22

No:

Board Agenda Item

Supplement No.

Meeting Date:

October 15, 2013

Subject:

Ratification of Contracts

Department:

Fiscal Services

Action Requested:

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

Discussion:

Under current Board Policy 3312 "contracts under the bid limits can be approved by the Designated Personnel, subject to Board ratification". Staff recommends that the Board ratify the contracts on the attached sheet, which are under the bid limit of \$83,400 and have been approved by authorized district staff.

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

Financial Summary:

Please see funding information provided on attached schedule.

Prepared By: Carrie Hargis *Carrie Hargis* Division Approval:

Rich Fagan *Rich*

Prepared By: _____ Superintendent Approval:

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

ELK GROVE UNIFIED SCHOOL DISTRICT
Fiscal Services

October 15, 2013 Board of Education Meeting
Agenda Item – Ratification of Contracts
Contracts under bid limit authorized 9/14/13-9/26/13

	Agreement With	Services Provided	Term of Agreement	Department	Funding Source	Amount
1.	Peak Adventures	Teambuilding activities – Laguna Creek High School/Green Energy Technology Academy	9/26/2013	Secondary Education	CDE Partnership Academy Grant	\$4,500
2.	California State University, Sacramento	Classroom instruction, performed by nursing student interns, re: head injury prevention & helmet safety in conjunction with Safe Routes to Schools Program	9/26/2013 – 9/26/2018	Facilities & Planning	No cost	-
*3.	Teen-S-Team+ Concordia Pathways to Leadership Program	After school student leadership training at Valley High School and Samuel Jackman Middle School	10/7/2013 – 6/30/2014	Student Support & Health	SCOE Antibullying Grant	-
4.	Crowe Horwath, LLP	Associated Student Body In-Service Training for Secondary sites	10/22/2013	Finance & School Support	General Fund, Unrestricted	\$2,500
5.	Heart to Heart Performing Arts for Youth	After school dance and drama classes at Charles Mack Elementary School	2013-14 school year	Learning Support Services	After School Education & Safety Grant (ASES)	\$11,160
6.	Sacramento Municipal Utility District (SMUD)	Equipment loan – Solar modules to Valley High School for Northern California Solar Regatta event May 15-16, 2013	9/23/13 – 6/22/2014	Secondary Education	No cost	-
7.	Revolution K12 (RK12)	One year subscription to RK12 All-Access program for every Elk Grove Charter School Student (math suite, CAHSEE programs, Accuplacer math, SAT or ACT on-line)	9/23/2013 – 6/30/2014	Secondary Education	Elk Grove Charter School (Fund 09)	\$6,299
8.	Silverado Stages	Charter bus – Joseph Kerr Middle School to Disneyland	3/14/14 – 3/16/14	Secondary Education	Joseph Kerr Middle School Associated Student Body (ASB) Funds	\$7,945

* *Memorandum of Understanding.*

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item

23

No:

Board Agenda Item

Supplement No.

Meeting Date:

October 15, 2013

Subject:

FINANCIAL ADVISORY SERVICES AGREEMENT –
CASH FLOW FINANCING ALTERNATIVES

Department:

Fiscal Services

Action Requested:

The Board is requested to approve an Agreement for Financial Advisory Services with Government Financial Strategies, Inc. The firm will provide the district services associated cash flow financing options and issuance of Tax Revenue Anticipation Notes (TRANS) should they be necessary.

Discussion:

Due to revenue deferrals in the State budget and the negative impact the deferrals have on the district's cash flow, it is necessary for the district to review all alternatives for cash flow financing. The district has utilized the expertise provided by Government Financial Strategies, Inc. staff over the last several years to guide decisions regarding cash borrowing.

The district is requesting that Government Financial Strategies, Inc. provide professional services in accordance with the attached agreement to assist the district with ongoing cash flow financing options and with the issuance of a TRANS for 2013-14, should one be necessary. The rates on the attached agreement are the same level as 2012-13.

Financial Summary:

The cost for services is included in the 2013-14 budget. Estimated \$3,575-\$5,825 (including \$200 maximum out of pocket expenses) for cash flow financing planning and \$23,500 (including \$1,000 expenses) for TRANS, should one be required.

Prepared By:

Carrie Hargis

Division Approval:

Rich Fagan

Prepared By:

Superintendent Approval:

Steven M. Ladd, Ed.D.



GOVERNMENT FINANCIAL STRATEGIES FINANCIAL ADVISORY SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made as of October 16, 2013, between Government Financial Strategies inc., a financial advisory firm ("Government Financial Strategies") and Elk Grove Unified School District ("Client") who agree as follows:

1. Scope of Work. Government Financial Strategies shall perform the services described in the scope(s) of work attached hereto as Exhibit A (the "Work"). Modifications, deletions and additions to the Work described in Exhibit A may be made, from time to time, upon the subsequent written agreement by both parties.

2. Payment.

a. In consideration for the Work to be provided by Government Financial Strategies under this Agreement, Client agrees to pay fees and expenses as set forth in Exhibit A.

b. For Work performed on a time and materials basis, Government Financial Strategies shall submit invoices to the Client on a monthly basis. For Work performed for a fixed fee, Government Financial Strategies shall submit invoices to the Client upon the completion of the Work or as otherwise identified in Exhibit A.

3. Term.

a. This Agreement shall terminate upon the later of the completion of the Work or two years from the date of this Agreement, unless earlier terminated as provided in subsection (b).

b. This Agreement may be terminated by either party upon thirty (30) days advance written notice to the other party.

c. Upon termination of this Agreement by either party, Client shall compensate Government Financial Strategies for all Work performed prior to termination. If the compensation identified in Exhibit A was on a time and materials basis, such compensation shall be based on time and materials incurred prior to termination. If the compensation identified in Exhibit A was on a fixed fee basis, such compensation shall be the greater of: 1) the percentage of services completed through the termination date multiplied by the fixed fee, or 2) the amount based on a time and materials basis, not to exceed the fixed fee. "Payment," "Ownership of Documents," "Indemnification," "Severability," "Governing Law and Venue," and "Entire Agreement" shall survive the termination of this Agreement.

4. Professional Ability and Loyalty. Government Financial Strategies represents that it possesses the skill to competently perform the Work, that it shall perform that Work in a manner equal to or exceeding generally accepted professional practices and standards for firms performing similar work, and that it will act in a manner it believes to be in the best interest of the Client rather than any third party.

5. Ownership of Documents. Every report, study, memo, letter, spreadsheet, worksheet, plan, graph, diagram, map, photograph, computer model, computer disk, computer software and other document or item prepared by Government Financial Strategies under this Agreement and provided to and paid for by the Client (the "Work Product") shall be the property of Client, and Client shall have the right to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work



Product without further compensation to Government Financial Strategies. Government Financial Strategies may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Government Financial Strategies shall not provide any Work Product not previously made available to the public to any third party without Client's prior approval, unless compelled to do so by legal process. If Client reuses or modifies any Work Product for a use or purpose other than that intended by the Work under this Agreement, then Client shall hold Government Financial Strategies harmless against all claims, damages, losses and expenses arising from such reuse or modification.

6. Indemnification. Both parties shall indemnify, defend, protect, and hold harmless the other party, its officers, employees, volunteers and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney's fees) directly arising from any negligent act or omission, willful misconduct or violation of law of the other party.

7. Insurance.

a. Government Financial Strategies, at its sole cost and expense, shall procure and maintain for the duration of this Agreement workers compensation insurance in the amount required by statute, comprehensive general liability insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and aggregate, automobile liability insurance with coverage of at least one million dollars (\$1,000,000) per accident, and professional errors and omissions insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and aggregate.

b. Upon request, Government Financial Strategies shall provide to Client the evidence of such insurance.

8. Independent Contractor. Government Financial Strategies shall be an independent contractor in performing the Work and shall not act as an agent or employee of Client. The employees of Government Financial Strategies and its subcontractors are not employees of Client within the meaning or application of any federal or state unemployment insurance laws, social security law or any worker's compensation, industrial accident law or other industrial or labor law.

9. Non-Discrimination. Government Financial Strategies will not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with, or related to, the performance of this Agreement.

10. Successors and Assigns. This Agreement shall bind and inure to the benefit of the successors and assigns of the parties; however, Government Financial Strategies shall not assign its rights and obligations under this Agreement without the prior written consent of Client, which consent shall not be unreasonably withheld.

11. No Waiver of Rights. Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default.

12. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

13. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where the Client's



main office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

14. Notice. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to the addresses listed below, or to such other address as either party may specify in writing:

Government Financial Strategies:

Client:

Government Financial Strategies
Attn: Lori Raineri, President
1228 N Street, Suite 13
Sacramento, CA 95814-5609

Elk Grove Unified School District
Attn: Rich Fagan
Associate Superintendent,
Finance and School Support
9510 Elk Grove - Florin Road
Elk Grove, CA 95624

Entire Agreement. This Agreement represents the sole, final, complete, exclusive and integrated expression and statement of the terms between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. This Agreement may be amended only by written agreement by both parties.

IN WITNESS HEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

Government Financial Strategies inc.

Elk Grove Unified School District

By: _____

A handwritten signature in black ink, appearing to read "Lori Raineri", written over a horizontal line.

By: _____

Lori Raineri
President

Rich Fagan
Associate Superintendent,
Finance and School Support

EXHIBIT A

SCOPE(S) OF WORK

Government Financial Strategies will provide general financial planning and advisory services to Elk Grove Unified School District which include but are not limited to the following: a review of facilities needs and costs, a review of short term and long term cash flow schedules, identification and classification of existing and potential revenue sources, assistance with the production of a comprehensive financial plan, financial advisory services in connection with any debt issues, participation in real estate negotiations, general background information on real estate acquisition and lease agreements, allocation of revenues to expenditures, development of financial strategies, reviews of documents, and presentations to the governing board.

In consideration of the services provided, Elk Grove Unified School District will pay Government Financial Strategies hourly fees of \$225.00 for services, plus out-of-pocket expenses (such as mileage, meals, etc.). For travel time, Elk Grove Unified School District will pay Government Financial Strategies hourly fees of \$112.50.



To: Rich Fagan
Carrie Hargis

From: Rich Malone *RM*

Date: September 9, 2013

Re: Scope of Work for an Evaluation of Cash Flow Financing Alternatives

Rich and Carrie, thank you again for the opportunity to work with the Elk Grove Unified School District. We have prepared this scope of work to assist the District with evaluating options to address potential cash flow shortfalls in the General Fund during fiscal year 2013-14.

Cash Flow Financing Alternatives

We anticipate our firm would be involved with the following tasks:

- Review and provide feedback on the District's General Fund (and other unrestricted funds, if any) cash flow projections.
- Evaluate alternative methods of addressing a projected cash flow shortfall, including interfund borrowing, County Treasurer borrowing, and tax and revenue anticipation notes (TRANs), both issued independently as well as through existing pooled programs.
- Based upon the District's requirements and preferences, develop a specific cash flow financing plan for the District.
- Prepare a memorandum or presentation to the Board explaining options and recommendations.

For this planning phase, we would work on an hourly basis. Our hourly billing rate is \$225 per hour, plus out-of-pocket expenses. Travel time is billed at half the rate, \$112.50 per hour.

We estimate our time would range from 15 to 25 hours. An appropriate budget would therefore be \$3,375 to \$5,625, plus out-of-pocket expenses not to exceed \$200. As we only bill for hours worked, if less time is needed then it will be to the District's benefit. We will let you know if we are approaching the 25 hour limit.

Tax and Revenue Anticipation Note Issuance

Should the District decide to move forward with an independently issued TRANs, our services would include the following as appropriate:

- Developing and managing the financing schedule of events
- Assisting with identifying and selecting the financing team (e.g. paying agent, bond counsel, etc.)
- Sizing the TRANs consistent with legal requirements
- Drafting the preliminary and final official statements
- Assisting with obtaining a credit rating for the TRANs
- Structuring the financing to meet the District's goals
- Marketing the financing to potential lenders/underwriters in order to obtain the best financing terms possible
- Managing the sale and closing of the financing
- Coordinating with staff as needed
- Coordinating with bond counsel as needed, including reviewing legal documents

September 9, 2013
Rich Fagan and Carrie Hargis
RE: Scope of Work for an Evaluation of Cash Flow Financing Alternatives



Page 2

We would work on a fixed fee of \$22,500 plus expenses (\$1,000), payable from TRANS proceeds when the TRANS closes. Consistent with our fiduciary duty to the District, in order to be able to provide independent advice to the District, if the financing process is not completed (e.g. the District changes its mind and decides to not move forward), then our fee would be based on the hours worked (at our rate of \$225) and expenses incurred to that point.

As always, our commitment to our clients is *"100 percent satisfaction guaranteed, 100 percent of the time"*. It is our goal to provide the best financial advisory services in the most economical fashion. We look forward to providing the Elk Grove Unified School District with this high level of service.

Please call me if you have any questions or comments.

REM/abm

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 24

Board Agenda Item

Supplement No. _____

Meeting Date: October 15, 2013

Subject:

Department: Finance & School Support

APPROVAL OF THE DISTRICT TRANSPORTATION DEPARTMENT TO ENTER INTO A PURCHASE AGREEMENT FOR TWO BLUE BIRD WHEELCHAIR BUSES.

Action Requested:

The Board of Education is asked to authorize the purchase of one (1) 2013 Blue Bird BBCV Wheelchair bus and one (1) 2014 Blue Bird BBCV Wheelchair bus through the Waterford Unified School District.

Discussion:

The Elk Grove Unified School District's Transportation Department is requesting to purchase two Wheelchair Buses. One (1) 2013 Blue Bird BBCV2311S Wheelchair Bus and one (1) 2014 Blue Bird BBCV2311S Wheelchair Bus from A-Z Bus Sales, Inc. Both buses are replacement for two school buses that were damaged and are not repairable.

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.

<u>Number of Buses</u>	<u>Description</u>	<u>Amount</u>
1	2013 Blue Bird BBCV2311S 26+1 Wheelchair Bus	\$135,495.19
1	2014 Blue Bird CCVV2311S 26+1 Wheelchair Bus	\$138,976.47
Total		\$274,471.66

Financial Summary:

Replacement funds will come from insurance proceeds and the General Fund

Prepared By: Ruth Dew

Division Approval: Rich Fagan

Prepared By: Ruth Dew, Director

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

Board Agenda Item

Subject:**Department:** Curriculum/Professional Learning**Instructional Materials Approval****Action Requested:**

The Board of Education is requested to adopt the following instructional materials.

Discussion:

In accordance with BP 6161.1, the following instructional materials have been reviewed and approved by the appropriate subject-area steering committees and the Curriculum Standards Committee and are being submitted to the Board of Education for approval.

BASIC

The Transitions Curriculum, Volumes 1-3, Third Edition; Copyright 2013, James Stanfield Company (Pathways Grades 9-12, Personal Management)

School to Work Skills, Basic Language Arts, Binders I and II, Copyright 2003, PCI Education (Pathways Grades 11-12, English 11/English 12)

Positive Prevention: HIV/STD Education for California Youth, Level A for Middle School; Copyright 2000, Revised 2012, The American National Red Cross (Grades 7-8, HIV/AIDS Education)

Positive Prevention: HIV/STD Prevention Education for California Youth, Level B for High School; Copyright 2000, Revised 2012, The American National Red Cross (Grades 9-12, HIV/AIDS Education)

Positive Prevention PLUS: Sexual Health Education for Special Populations; Copyright 2012, The American National Red Cross (Grades 7-12, HIV/AIDS Education)

Introduction to Fire Protection, Third Edition; Copyright 2007 Thomson Delmar Learning (ROP Fire Control Technician, Grades 11-12)

Core Curriculum, Introductory Craft Skills, Trainee Guide, Fourth Edition (NCCER Contren Learning Series); Copyright 2009 by NCCER and published by Pearson Education, Inc., publishing as Prentice Hall (Intro to GETA, GETA I-III, Grades 9-12)

Emergency Medical Responder, Fifth Edition, Copyright 2011 by Jones & Bartlett Learning, LLC, an Ascend Learning Company (ROP Fire Control Technician, Grades 11-12)

SUPPLEMENTAL

The Language of Composition, Second Edition; Copyright 2013 by Bedford/St. Martin's (AP Language & Composition, Grade 11)

Financial Summary:

The Transitions Curriculum, Volumes 1-3, Third Edition; School to Work Skills, Basic Language Arts, Binders I and II; Positive Prevention: HIV/STD Education for California Youth, Level A for Middle School; Positive Prevention: HIV/STD Prevention Education for California Youth, Level B for High School; and Positive Prevention PLUS: Sexual Health Education for Special Populations are basic textbooks that will be paid for using General Funds.

Introduction to Fire Protection, Third Edition; Core Curriculum, Introductory Craft Skills, Trainee Guide, Fourth Edition; and Emergency Medical Responder, Fifth Edition; are basic textbooks to be purchased using Career/Technical Education funds.

The Language of Composition, Second Edition, is a supplemental textbook that sites may opt to purchase using site funds.

Prepared By: Jerrilyn Ewing

Division Approval: _____

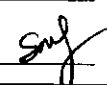
Mark Cerutti



Prepared By: _____

Superintendent's Approval: _____

Steven M. Ladd, Ed.D.



Board Agenda Item

Agenda Item No.: _____

Supplement No.: _____

Meeting Date: October 15, 2013**Subject:**Department: Human Resources

WILLIAMS ACT QUARTERLY REPORT NOTIFICATION

Action Requested:


The Board is asked to receive a report on the Williams Act Quarterly Report Uniform Complaint Process for the period of July 1, 2013 through September 30, 2013.

Discussion:

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

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

During the period of July 1, 2013 through September 30, 2013, there were no complaints filed.

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

Glen De Graw in Human Resources

From: support@scoe.net
Sent: Wednesday, September 25, 2013 10:12 AM
To: Glen De Graw in Human Resources
Subject: Williams UCP Report Submission

*** COPY OF YOUR SUBMISSION ***

The following Williams UCP Quarterly Report information has been submitted. The form was submitted on 09/25/13. Questions about this report should be directed to Cyndi Kroeck: (916) 228-2672 or ckroeck@scoe.net.

----- NAME: Gle De Graw

TITLE: Associate Superintendent Human Resources

PHONE: (916) 686-7793

EMAIL: gdegrow@egusd.net

DISTRICT: Elk Grove Unified School District

YEAR: 2013

QUARTER: Quarter 1 (July-September)

PRESENTED_TO_DISTRICT: Yes

TEXTBOOKS_NUM_COMPLAINTS: 0

TEXTBOOKS_NUM_RESOLVED: 0

TEXTBOOKS_NUM_UNRESOLVED: 0

FACILITIES_NUM_COMPLAINTS: 0

FACILITIES_NUM_RESOLVED: 0

FACILITIES_NUM_UNRESOLVED: 0

TEACHERS_NUM_COMPLAINTS: 0

TEACHERS_NUM_RESOLVED: 0

TEACHERS_NUM_UNRESOLVED: 0

CAHSEE_NUM_COMPLAINTS: 0

CAHSEE_NUM_RESOLVED: 0

CAHSEE_NUM_UNRESOLVED: 0

Sender: 207.166.54.86 Mozilla/4.0 (compatible; MSIE 8.0; Windows NT 6.0; Trident/4.0; SLCC1; .NET CLR 2.0.50727; .NET CLR 3.5.30729; .NET4.0C; .NET4.0E; .NET CLR 3.0.30729; BOIE9;ENUS)

Board Agenda Item**Subject:****Division:** Secondary Education

Agreement for participation in the Elk Grove Unified School District school-age child care grant.

Action Requested:

The Board of Education is asked to approve the agreement to sub-contract the implementation of the California Department of Education school-age child care grant to Continuing Development, Inc. (CDI).

Discussion:

The Board of Education is asked to approve the agreement to sub-contract the implementation of the California Department of Education Child Development Division's school-age child care grant to CDI.

EGUSD receives an annual award from the California Department of Education's Child Development Division to provide funding for subsidized child care slots for before- and after-school and off-track services at Isabelle Jackson, Anna Kirchgater, Franklin, Prairie and Mary Tsukamoto elementary schools, which are operated by CDI.

Consideration of this agreement occurs annually following Board approval of a separate resolution to accept a school-age child care grant from the California Department of Education; this follow-up resolution cannot be acted upon until the CDE child-care grant is approved. The Board approved the child care grant at its October 1, 2013, meeting. This subsequent agreement delegates the operation of child care services authorized by the CDE grant to CDI.

Financial Summary:

Contract amount: \$785,509

Prepared By: Kathy Hamilton

Division Approval: Christina Penna, Associate Superintendent

Prepared By: _____

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

**AGREEMENT FOR PARTICIPATION IN THE
ELK GROVE UNIFIED SCHOOL DISTRICT
SCHOOL-AGE CHILD CARE**

This agreement is entered into this first day of July, 2013 by and between the Elk Grove Unified School District, (hereinafter referred to as the "District") and Continuing Development Inc., a California nonprofit corporation, (hereinafter referred to as the "Child Care Provider").

RECITALS

1.1 District is a local education agency contracting with the state under agreements as described in General Child Care Funding Terms and Conditions.

1.2 Child Care Provider is a private agency, staffed, prepared, and capable of providing child care services as defined in Section 3 of this agreement.

1.3 District wishes to delegate operating responsibility to Child Care Provider for child care services authorized by contracts with the California Department of Education (hereinafter "State"), as the most cost-efficient means of providing these services at any of the following locations:

Isabelle Jackson Child Development Center
8351 Cutler Way
Sacramento, CA 95828

Kirchgater Child Development Center
8141 Stevenson Avenue
Sacramento, CA 95828

Franklin School Age Child Development Center
4011 Hood-Franklin Road
Elk Grove, CA 95758

Tsukamoto Child Development Center
8737 Brittany Park Drive
Sacramento, CA 95828

Prairie School Age Child Development Center
5251 Valley Hi Drive
Sacramento, CA 95823

TERM

2.1 This Agreement shall commence not earlier than July 1, 2013, and shall terminate, unless terminated earlier pursuant to the terms of this agreement, no later than June 30, 2014.

SERVICES TO BE PROVIDED BY CHILD CARE PROVIDER

3.1 Child Care Provider agrees to provide child care services as defined and outlined in the approved application, budget, and contracts between District and State. Services to be provided by Child Care Provider include, but are not limited to, academic support activities, creative arts activities, recreational activities, and daily interaction with parents as set forth in the District's application.

3.2 Child Care Provider agrees to provide adequate child days of certified enrollment (supported by at least 95% attendance) to earn a portion of the Maximum Reimbursable Amount (less District indirect charges) of the contract as described in Attachment A. Maximum Reimbursable Amount is subject to change based on contract amendments from the California Department of Education, Child Development Division.

3.3 Child Care Provider further agrees to earn subsidized parent fees or interest income by serving an appropriate number of additional subsidized children and incurring additional reimbursable costs equivalent to the amount of subsidized parent fees collected and/or interest income.

3.4 Child Care Provider shall maintain participation in the Child Care Food Program throughout the term of this Agreement.

3.5 Child Care Provider shall be responsible for hiring qualified staff and for maintaining required ratios in accordance with licensing and State requirements.

3.6 Child Care Provider shall be responsible for seeing that all sites used pursuant to this Agreement shall meet all necessary licensing requirements.

ADMINISTRATION

4.1 Child Care Provider shall administer the program in accordance with the rules, regulations, and policies of District and State, including those stated in the "general assurances" form submitted with District's contracts with State and attached hereto.

4.2 All activities authorized by this agreement to be performed by Child Care Provider shall be performed within the approved program policies, the approved budget, the contract funding, the terms and conditions, and appropriate Child Development Division, California Department of Education Directives, in accordance with the applications and contracts between District and State attached hereto.

4.3 Child Care Provider shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

4.4 Child Care Provider shall require that all Child Care Provider personnel who are authorized to sign checks be bonded in an amount which will cover the total amount under the control of the Child Care Provider at any one time. Child Care Provider shall provide to the District a certificate of insurance verifying the Child Care Provider fidelity bond coverage. Said certificate of insurance shall not be canceled without thirty days prior written notice to District.

REPORTS AND RECORDS

5.1 Child Care Provider shall maintain and provide to District records for program review, evaluations, audit, and/or other purposes. Records maintained or provided pursuant to this section shall be made available to the agents of State upon request of District or State. Such records shall be maintained for a minimum of five (5) years.

5.2 Child Care Provider agrees to submit to the District such reports as required by State directives or by the District.

5.3 Child Care Provider shall report all expenditures in accordance with California School Accounting Manual Procedures.

5.4 Child Care provider shall provide an annual line-item budget by expenditure category for approval by State and District. All revenues and expenses shall be identified in separate accounts.

5.5 Child Care Provider will close its accounting and attendance records on the last day of each month for preparation of the required monthly statement. Monthly reports of enrollment, attendance, and expenditures shall be submitted to the District no later than the 16th day of each month.

5.6 Child Care Provider records shall be subject to the same audit and/or audit review requirements as imposed on District through its contracts with State. In any event, Child Care Provider shall provide to District an annual audit in accordance with State audit guidelines.

5.7 Child Care Provider shall be liable for any audit exception caused by or as a result of Child Care Provider's lack of performance as required by this Agreement.

5.8 Child Care Provider, in its discretion, may purchase necessary equipment or supplies to the extent such purchase may be reimbursed from State funds. Any unit of equipment purchased pursuant to this Agreement costing over \$7,500, and/or having a useful life expectancy of two years or more, shall have prior written authorization from District and State. Title to any equipment or supplies so purchased shall vest in Child Care Provider for the term of this Agreement. Insurance on all property purchased pursuant hereto shall be provided by Child Care Provider. Upon termination of this Agreement, title to all equipment and remaining supplies purchased pursuant hereto shall revert to District.

DISTRICT RESPONSIBILITIES

6.1 District shall monitor, evaluate, and provide technical assistance to Child Care Provider regarding the conduct of activities delegated or required under this Agreement.

6.2 District shall compensate Child Care Provider monthly, based upon units of enrollment and attendance. Such compensation by the District to Child Care Provider shall be made only upon receipt of records certifying units of enrollment and attendance.

6.3 District agrees to reimburse Child Care Provider for authorized expenditures subject to receipt of funds from State.

6.4 District shall compensate Child Care Provider for travel and per diem expenses necessitated by this Agreement. Such travel and per diem expenses will be reimbursed only at rates not exceeding those amounts paid to the majority of the State Department of Education's represented employees computed in accordance with Department of Personnel Administration Regulations, Title 2 California Code of Regulations, Subchapter 1.

6.5 District agrees that it is solely responsible to the State for fulfillment of its contracts with the State and for compliance with all terms and conditions contained within, or attached to, the contracts for the current fiscal year.

INDEMNIFICATION

7.1 Child Care Provider shall indemnify, defend, and save harmless the State of California, its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, or corporation that may be injured or damaged by the Child Care provider in the performance of this Agreement.

7.2 Child Care Provider shall agree to indemnify, defend, and save harmless the District, its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the subcontract, and from any and all claims and losses occurring or resulting to any person, firm, or corporation that may be injured or damaged by Child Care Provider in the performance of this Agreement.

7.3 Child Care provider will hold District harmless for any contract obligations entered into that cannot be met due to the non-receipt of funds.

INSURANCE

8.1 Child Care Provider shall provide and maintain fidelity bond coverage as evidenced by a certificate of insurance as described under section 4.4.

8.2 Child Care Provider shall provide and shall maintain in force during the term of this contract, comprehensive bodily injury and property damage liability insurance with a combined single limit of \$1,000,000. Child Care Provider's policy or policies of liability insurance obtained pursuant to this Agreement shall name District and State as additional insureds under the terms of such policy or policies. No such policy may be canceled without 30 days prior written notice to the District.

8.3 Child Care Provider shall provide workers' compensation insurance, unemployment insurance, and disability insurance for all of its employees, as required by law.

8.4 Certificates for all types of insurance required under this Agreement shall be furnished to District within two weeks of the commencement date of this Agreement. All certificates provided pursuant to this section shall indicate the name of the carrier, the policy number, and the expiration date.

TERMINATION

9.1 District may terminate this Agreement and be relieved of the payment of any consideration to the Child Care Provider upon failure by Child Care Provider to perform any of the terms of this Agreement including, but not limited to:

a. Failure, for any reason, of Child Care Provider to fulfill in a timely and proper manner its obligations under this contract, including compliance with the approved program and attached conditions, and such statutes, executive orders, and State directives as may become generally applicable at any time;

b. Submission by Child Care Provider to District of reports, accountings, records, or audits which are incorrect or incomplete in any material respect;

c. Ineffective or improper use of funds provided under this contract.

9.2 In the event that this Agreement is terminated in whole or in part by District for any reason pursuant to section 9.1, 30 days written notice shall be provided to Child Care Provider.

9.3 Notwithstanding any other provision of this Agreement, District shall be authorized to terminate this Agreement without prior notice, written or oral, should the California Department of Education terminate its contract with the District or District, in its discretion, determines that an emergency condition exists.

9.4 Child Care Provider may terminate this Agreement by giving 90 days prior written notice to District, signifying the effective date thereof.

9.5 In the event that District is required to assign or transfer this contract pursuant to any section of this Agreement, District may require Child Care provider to insure that adequate arrangements have been made for the transfer of the delegated activities to another contractor or to District.

9.6 In the event of any termination, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by Child Care Provider under this contract shall be disposed of according to District and State directives.

9.7 In the event of termination pursuant to the terms of this Agreement, Child Care Provider shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of this Agreement.

9.8 Notwithstanding section 9.7 above, Child Care Provider shall not be relieved of liability to the District for damages sustained by District by virtue of any breach of the contract by Child Care Provider, and District may withhold any such reimbursement to Child Care Provider for the purpose of offset until such time as the exact amount of damages due to District from Child Care Provider is agreed upon or otherwise determined.

9.9 Upon termination of this Agreement for any reason, consideration paid to Child Care Provider, as provided in this Agreement, shall be full compensation for all of Child Care Provider's expenses incurred in the performance of this agreement.

NONDISCRIMINATION

10.1 During the performance of this Agreement, the District, Child Care Provider, and its subcontractors shall not deny the Agreement's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex.

10.2 Child Care Provider and District shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5) and the regulations or standards adopted by the awarding State agency to implement such article.

10.3 Child Care Provider or District shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.

10.4 District, Child Care Provider, and their subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

10.5 Child Care Provider shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

GENERAL CONDITIONS

11.1 Child Care Provider, and the agents and employees of Child Care Provider, in the performance of this Agreement, are acting in an independent capacity and not as officers, employees, or agents of the State of California.

11.2 Child Care Provider, its agents and employees, in the performance of this Agreement, are acting in an independent capacity and not as agents or employees of District.

11.3 Child Care Provider, by signing this Agreement, swears under penalty of perjury that no more than one final unappealable finding of contempt of court has been issued by a federal court against Child Care Provider within the last two years because of failure to comply with an order of the National Labor Relations Board.

11.4 Pursuant to sections 11.1 and 11.2, the status of the Child Care Provider under this Agreement shall be, at all times during the term of this Agreement, that of an independent contractor and at no time shall Child Care Provider (or agents and/or employees of Child Care Provider) represent itself to be, officers, employees, or agents of the District or of the State of California.

11.5 No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by Child Care Provider and District excepting a change in reimbursement rate due to a COLA. No oral understanding or agreement not incorporated into this Agreement shall be binding on either party. Amendments to this Agreement may be subject to the approval of the State Department of Education.

11.6 In the event that a dispute arises over the terms, language, or interpretation of this Agreement, and such dispute is submitted to a court of competent jurisdiction, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief awarded by the court.

11.7 The rights and remedies granted in this Agreement in the event of default are cumulative and the exercise of those rights and remedies shall be without prejudice to the enforcement of any other violation or breach of this Agreement, and forbearance to enforce one or more of the provisions of this agreement should not be construed to be a waiver of that default or breach.

11.8 If any part of this Agreement is declared invalid for any reason, such declaration shall not affect the validity of the remainder of this Agreement. All other parts of the Agreement shall remain in effect as if the Agreement had been executed without the invalid part. Both parties hereby declare that they intend and desire that the remaining parts of the Agreement continue to be effective without any part or parts that have been declared invalid.

11.9 The captions of the sections of this Agreement are for reference only and are not to be construed in any way as a part of this Agreement.

11.10 This Agreement is not assignable by Child Care Provider, either in whole or in part, without prior written consent of the District and the State.

11.11 This Agreement is the complete and exclusive statement of the mutual understanding of the parties and that the subcontract supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of the subcontract.

11.12 Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

Ch
DISTRICT

By _____

Title _____

CHILD CARE PROVIDER

By _____

Title CRP/MCR

WRL6
2/10/12

ELK GROVE UNIFIED SCHOOL DISTRICT - CHILD CARE AGREEMENT

Name of Program	Term	*CDD Contract and Project Number	**MRA	Days of Operation	\$/Child per ***CDE	***CDE Minimum Goal	Notes
General Child Care	7/1/2013 to 6/30/2014	CCTR-3190 34-6731-00-3	\$785,509	250	\$34.38	22,848	ICR: 0.00% Indirect: \$0.00 Net: \$785,509.00

Any and all contracts or grants that are ancillary to the above contract for services (e.g., Instructional Materials, School Age Resources, etc.), will be considered part of this Agreement and subject to its terms and conditions. Any and all amendments from CDE to the contract referenced above are considered part of this agreement.

* CDD - California Department of Education, Child Development Division

** MRA - Maximum Reimbursable Amount

*** CDE - Child Days of Enrollment (Adjusted for Full Time Equivalent)

Agenda Item No: _____

Board Agenda Item

Supplement No. _____

Meeting Date October 15, 2013**Subject:**

Out-of-State Field trip

Division: Secondary Education**Action Requested:**

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

Discussion:

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

School	Field Trip Destination	Field Trip Purpose	Dates of Trips
Pleasant Grove High School	Louisville, KY	National FFA Convention	October 29 – November 2, 2013

Financial Summary:Prepared By: Libby SidhuDivision Approval: Christina C. Penna

Prepared By: _____

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

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 29**Board Agenda Item**

Supplement No. _____

Meeting Date October 15, 2013**Subject:**Division: Facilities and Planning

**Marion Mix Elementary 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:

The Elk Grove Unified School District received preliminary apportionment for Marion Mix Elementary School on October 27, 2004. On April 4, 2005 the Board of Education approved a mitigated Negative Declaration for the project and in September of 2005 the Board authorized Rainforth Grau Architects to design the project. On August 19, 2008 the Board of Education was asked to review the schematic designs for the school and subsequently approved them on September 2, 2008. At that time the Board also authorized Administration to proceed with preliminary design development, agency approvals, construction documents and authorization to receive bids for the Marion Mix Elementary School.

Plans were completed and approved by the Division of State Architect (DSA) on November 25, 2009. Those approvals have been extended pending the availability of state funds for construction. On August 28, 2013 the State Allocation Board approved approximately \$12,600,000 in state funding for this project. In order to maintain that funding the District must sign contracts no later than November 26, 2013.

The Administration received and opened thirteen (13) bids for the Marion Mix Elementary School project on October 1, 2013, at 2:00 p.m. See Attachment A for a tabulation of bids. Broward Builders, Inc., submitted the lowest base bid.

The Administration recommends the award of contract to Broward Builders, Inc., for the base bid of \$18,424,000.00.

Financial Summary:

The project is funded with State monies, Developer Fees and/or Measure A monies.

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

Bid Summary**Marion Mix Elementary School**

Elk Grove Unified School District

October 1, 2013 @ 2pm

Engineer's Estimate: \$16,300,000



Plan Holder Name	Bid Form, Signed	Addenda #1 - 7, Acknow.	Construction Allowance #1 - #3, Acknow.	Sublist w/ Lic #s	Finger-print, Signed & Notarized	Non-collusion Affidavit, Signed & Notarized	Bid Bond, Signed & Notarized (Surety & Bidder)	Base Bid
Acme Construction, Inc.	x	x	x	x	x	x	x	\$19,629,000
Alten Construction, Inc.	x	x	x	x	x	x	x	\$19,348,000
Bobo Construction, Inc.	x	x	x	x	x	x	x	\$18,864,000
Broward Builders, Inc.	x	x	x	x	x	x	x	\$18,424,000 1
Carter-Kelly, Inc.	x	x	x	x	x	x	x	\$19,800,000
Diede Construction, Inc.	x	x	x	x	x	x	x	\$19,550,000
DL Falk Construction, Inc.	x	x	x	x	x	x	x	\$18,949,000
Landmark Construction	x	x	x	x	x	x	x	\$19,300,000
Mascon, Inc.	x	x	x	x	x	x	x	\$19,269,000
Otto Construction	x	x	none	x	x	x	x	\$18,848,000 3
Roebelen Contracting, Inc.	x	x	x	x	x	x	x	\$18,795,000 2
Seward L Schreder Construction							no bid	
SJ Amoroso Construction Company, Inc.	x	x	x	x	x	x	x	\$19,967,000
Zovich & Sons, Inc.	x	x	x	x	x	x	x	\$19,095,000

These bids will receive Board consideration on:

October 15, 2013

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

**Monterey Trail High School, Band Room Fire Restoration
Acceptance and Notice of Completion**

Action Requested:

The Board of Education is asked to (1) accept the construction of Monterey Trail High School, Band Room Fire Restoration, and (2) authorize the filing of the Notice of Completion.

Discussion:

On June 4, 2013, the Board of Education awarded a contract to Garic Construction for the Monterey Trail High School, Band Room Fire Restoration project. The work has been completed and is recommended for acceptance by the Architect.

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

Financial Summary:

Not applicable.

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

Board Agenda Item

Supplement No. _____

Meeting Date October 15, 2013**Subject:**Division: Facilities and Planning**Project Inspector for New Dillard Elementary School, Phases 2A & 2B****Action Requested:**

The Board of Education is requested to, upon consideration of evidence, (1) award an inspection service agreement with Brian Jones, and (2) authorize Robert Pierce to sign the Agreements.

Discussion:

In accordance with the Education Code and Title 24 of the California Code of Regulations, the Elk Grove Unified School District ("District") has historically contracted out legally required Division of the State Architect ("DSA") inspection services ("DSA Inspection Services") for construction and modernization projects.

The District has not employed a full-time District employee, in any classification, to provide the required DSA Inspection Services for over sixteen (16) years. The nature of school construction and modernization work is cyclical and DSA Inspection Services are provided on a fluctuating basis, with high demand for services during construction or modernization and little or no demand following the completion of construction or modernization. DSA Inspection Services cannot be provided by using persons selected through the District's regular or ordinary District hiring process because the District does not have a job classification for full time DSA Inspection Services and the District does not hire classified employees for short duration assignments. Additionally, DSA inspectors must go through specialized training and, ultimately, submit an application to the DSA to receive approval prior to performing DSA Inspection Services.

Pursuant to Education Code section 45103.1, the Elk Grove Unified School District ("District") may contract out for personal services, such as the DSA Inspection Services, if any one of the following seven specified statutory conditions can be met:

- (1) The contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
- (2) The services contracted are not available within the district, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.
- (3) The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreement," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.

(CONTINUED-SEE ATTACHED)**Financial Summary:**

Funded with State School Building Funds, Deferred Maintenance, Measure A proceeds and Developer Fees.

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

- (4) The policy, administrative, or legal goals and purposes of the district cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary school district hiring process.
- (5) The nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work.
- (6) The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
- (7) The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purposes.

Analysis

The District currently requires DSA Inspection Services on the New Dillard Elementary School, Phases 2A and 2B project.

First, pursuant to Education Code section 45103.1(b)(2) the District may contract for DSA Inspection Services with **Brian Jones** on these projects because the services are not available within the District and cannot be performed satisfactorily by District employees. DSA Inspection Services are not available on a full time basis within any existing District employee classification and cannot be satisfactorily performed as part of any existing District employee classification. Because DSA Inspection Services are not currently or customarily performed by District employees, District employees do not have the requisite qualifications to simultaneously perform the job functions required by the Construction Technician/Inspector position or any other District job classification and perform full-time DSA Inspection Services required under State law on these projects. DSA certification, in and of itself, does not mean that a District employee, including an employee under the Construction Technician/Inspector classification, is qualified to perform full-time DSA Inspection Services.

Second, Education Code section 45103.1(b)(4) allows DSA Inspection Services to be contracted out to **Brian Jones** on these projects because the policy, administrative or legal goals and purposes of the District cannot be accomplished through the use of persons selected through the District's normal hiring process. The District's administrative policy does not provide for the hiring of persons to perform DSA Inspection Services through the District's regular or ordinary school hiring process, as no classification exists for the full-time position of DSA Inspection Services. The District would have to create such a position to retain the services of a full-time DSA Inspector for this project. Moreover, it is against District policy to hire classified personnel and then layoff these same individuals during a lull in work.

Third, Education Code section 45103.1(b)(7) provides that the District may contract out DSA Inspection Services to **Brian Jones** because such services are of such an urgent, temporary or occasional nature that the delay in obtaining such services through the District's ordinary hiring process would frustrate the purpose of such services. Employing personnel to provide DSA Inspection Services on this project would delay the projects until the District could complete the hiring process for each District employee required to provide DSA Inspection Services.

Based on these specific facts and circumstances, the District finds that at least three of the seven statutory conditions set forth in Section 45103.1 of the Education Code exist for **Brian Jones**, proposed to provide DSA Inspection Services at this project.

Recommendation

It is recommended that the Board consider all relevant factors set forth in Education Code section 45103.1 (b), and approve Division of the State Architect Inspection Services Contract for **Brian Jones** for the New Dillard Elementary School, Phases 2A and 2B after consideration of the evidence supporting the conclusions set forth above.

This contract is being awarded to this individual who is fully qualified to perform the services, and has demonstrated competence in this area of professional consulting.

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 32**Board Agenda Item**

Supplement No. _____

Meeting Date October 15, 2013**Subject:**Division: Facilities and Planning

**New Dillard Elementary School – Increment #1
Change Order No. 2**

Action Requested:

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

Discussion:

On May 7, 2013, the Board of Education awarded a contract to Bobo Construction, Inc., for the New Dillard Elementary School – Increment #1 project. Change Order No. 2 consists of eight (8) items. The complete change order, with backup, is on file in the Facilities and Planning office for review.

<u>Item #1</u>	Revise routing of fire water supply piping to match location of Increment 2 revised piping. Requested by Architect.	DEDUCT	(\$1,372.00)
<u>Item #2</u>	Furnish and install two (2) irrigation sleeves under new parking lot to allow access for Increment 2 irrigation piping. Requested by Architect.	ADD	\$2,307.00
<u>Item #3</u>	Revise the layout of the concrete walk and fencing at the relocated classrooms to match District requirements for site access and security. Requested by Architect.	DEDUCT	(\$480.00)
<u>Item #4</u>	Provide asphalt paving in lieu of decorative concrete at the frontage of the future building so that decorative concrete can be uniformly installed as a part of Increment 2 work. Requested by Architect.	DEDUCT	(\$1,689.00)
<u>Item #5</u>	Revise tie in location for the data cabling for the relocated classrooms to match existing site conditions. Requested by Architect.	ADD	\$631.00

Financial Summary:

The project is funded with State monies, Developer Fees and/or Measure A monies.

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

<u>Item #6</u>	Provide additional asphalt overlay at student access point to Kindergarten yard to eliminate trip hazards in existing walkways. Requested by Elk Grove Unified School District.	ADD	\$919.00
<u>Item #7</u>	Revise the location of the water well due to unknown subsurface conditions that prevented completion at the existing planned location. Requested by Elk Grove Unified School District.	ADD	\$1,575.00
<u>Item #8</u>	Remove and replace unsuitable soil at new propane tank location to resolve unstable existing soil conditions. Requested by Architect.	ADD	\$5,783.00

Attachment A provides detailed information on distribution of change order requests between Architect and District. Change Order Number 2 changes the contract amount of \$2,809,827.00 by \$7,674.00 to \$2,817,501.00.

CONSTRUCTION COST SUMMARY
CHANGE ORDER NOS. 1 - 2

PROJECT: New Dillard Elementary School - Increment #1
ARCHITECT: Rainforth Grau Architects
CONTRACTOR: Bobo Construction, Inc.
CONTRACT AMOUNT: \$2,762,469.00

ARCHITECT INITIATED OR REQUESTED					EXISTING CONDITIONS	DISTRICT REQUESTED	
	Architectural	Electrical	Mechanical	Structural		Additions	Credits
BUILDING	466.00	0.00	0.00	0.00	0.00	0.00	0.00
SITE	(2,159.00)	1,868.00	(1,372.00)	0.00	19,756.00	36,473.00	0.00
SITE AND BUILDING	(1,693.00)	1,868.00	(1,372.00)	0.00	19,756.00	36,473.00	0.00
TOTALS					\$19,756.00	\$36,473.00	

SUMMARY:				Contract completion date: October 11, 2013
Original Contract Amount:	\$2,762,469.00			
Net Change Orders Architect Requested	(1,197.00)	-0.04% addition to the contract amount		
Net Change Orders Existing Conditions	19,756.00	0.72% addition to the contract amount		
Net Change Orders District Requested	36,473.00	1.32% addition to the contract amount		
Total Change Orders 1 - 2	55,032.00	1.99% addition to the contract amount		Time extension: 0 days
Total Current Contract Amount	<u>\$2,817,501.00</u>			New contract completion date: October 11, 2013