

ROCKLIN UNIFIED SCHOOL DISTRICT

2615 Sierra Meadows Drive Rocklin, CA 95677

Todd Lowell, *President*
Greg Daley, *Vice President*
Camille Maben, *Clerk*
Wendy Lang, *Member*
Susan Halldin, *Member*



**JANUARY 21, 2015
CLOSED SESSION — 6:15 P.M.
REGULAR MEETING AGENDA — 7:00 P.M.**

1.0 **CALL TO ORDER**

2.0 **ROLL CALL**

3.0 **CLOSED SESSION** – The Board will adjourn to closed session regarding the following matters:

3.1 *Conference with Legal Counsel – Anticipated Litigation* as authorized by Government Code section 54956.9

4.0 **PLEDGE OF ALLEGIANCE**

5.0 **SPECIAL RECOGNITIONS/PRESENTATIONS**

Special Recognition –Lynne Meiers of Spring View Middle School was recently honored as a Region 3 Finalist for Educator of the Year by California League of Middle School (CLMS). (Presenter: Marty Flowers).

6.0 **AUDIENCE/VISITORS PUBLIC DISCUSSION** – This agenda item is included for the purpose of giving anyone in attendance an opportunity to ask questions or discuss non-agenda items with the Board of Trustees. There will be a three-minute time limit per person. If visitors have a complaint about a specific employee of the District, they will be requested to submit an oral or written complaint to the employee's immediate supervisor or the principal as required by Administrative Regulation 1312.1. (Please note that the public portion of all meetings is recorded.)

7.0 **COMMENTS FROM STUDENT REPRESENTATIVE(S)**

8.0 **COMMENTS FROM BOARD AND SUPERINTENDENT**

9.0 **ACTION ITEMS - CONSENT CALENDAR** (*REQUIRES SINGULAR ROLL CALL VOTE*) – All matters listed under the Consent Calendar are to be considered routine and will be enacted by one motion followed by a roll call vote. There will be no separate discussion of these items unless the Board of Trustees, audience, or staff request specific items to be removed from the Consent Calendar for separate discussion and action. Any agenda items removed will be voted upon following the motion to approve the Consent Calendar.

9.1 **BOARD MINUTES** – Request to approve Board minutes.

9.1.1 Jan 7, 2015 (Regular Meeting)

9.2 **CERTIFICATED PERSONNEL REPORT** – Request to approve personnel items included on the Certificated Personnel Report. (Colleen Slattery)

- 9.3 **CLASSIFIED PERSONNEL REPORT** – Request to approve personnel items included on the Classified Personnel Report. (Colleen Slattery)
- 9.4 **BILL WARRANTS** – Request to approve bill warrants. (Barbara Patterson)
- 9.5 **MONTHLY ACCOUNT SUMMARIES** – Request to approve monthly account summaries. (Barbara Patterson)
- 9.6 **DONATIONS** – Request to accept District donations. (Barbara Patterson)
- 9.7 **ACCOUNTING, TEXT BOOK ADOPTION** – (Martin Flowers)
- 9.8 **APPROVE QUARTERLY REPORT ON WILLIAMS UNIFORM COMPLAINTS** – Request approval of the Quarterly Report on Williams Uniform Complaint, for the quarter ending December 31, 2014. (Deborah Sigman)
- 9.9 **AWARD EQUIPMENT BID FOR RHS MANUFACTURING CLASS** – Request to award equipment bid for RHS Manufacturing class to Selway Machine Tool Company. (Barbara Patterson)
- 9.10 **RATIFY CONTRACT WITH WALLACE KUHL & ASSOCIATES, INC. FOR CONSTRUCTION TESTING SERVICES FOR THE GRANITE OAKS MIDDLE SCHOOL EXPANSION PROJECT** – Request to approve contract with Wallace Kuhl & Associates, Inc. for construction testing services for the Granite Oaks Middle School expansion project and authorize Superintendent or his designee to sign on his behalf. (Sue Wesselius)
- 9.11 **APPROVE PROPOSAL WITH CALIFORNIA DESIGN WEST ARCHITECTS FOR ARCHITECTURAL SERVICES FOR THE REPLACEMENT OF 7 RELOCATABLES AND THE ADDITION OF 8 CLASSROOMS AT GRANITE OAKS MIDDLE SCHOOL** – Request approval of proposal with California Design West Architects for architectural services as required for the replacement with permanent construction and the addition of 8 classrooms at Granite Oaks Middle School and authorize Superintendent or his designee to sign on his behalf. (Sue Wesselius)
- 9.12 **APPROVE 2014-15 CAREER TECHNICAL EDUCATION (CTE) ADVISORY COMMITTEE** – Request approval of the 2014-15 CTE Advisory Committee.(Deborah Sigman)
- 9.13 **OVERNIGHT FIELD TRIP(S)** – Request to approve the following overnight field trips. (Deborah Sigman)
- 9.13.1 Spring View Middle School, grade 7, to attend the Pacific Environment Educational Camp Overnight Field Trip in Fort Bragg, , CA, (March 23 – March 27, 2015).
- 9.13.2 Spring View Middle School Honor Band, Jazz Band and Orchestra classes, grades 7 – 8, to participate in the Heritage Festival Overnight Field Trip in Anaheim, CA, (April 10 – April 13, 2015).
- 9.13.3 Rocklin Independent Charter Academy (RICA) students, grade 9, to participate in an Overnight Science Camp Field Trip to the Marin Headlands, in Marin, CA, (April 6 – April 8, 2015).

- 10.0 ACTION ITEMS – REGULAR AGENDA** – Protocol for action items include a staff presentation, questions from the Board, public input, closing of public input, deliberation by the Board, and voting by the Board. During public input there will be a three-minute time limit per person.
- 10.1 2014-15 AND 2015-16 BOARD MEETING SCHEDULE PROPOSED REVISIONS** – Request to review revised 2014-15 Board Meeting Schedule and 2015-16 draft Board Meeting Schedule for proposed revision. (Roger Stock)
- 10.2 ADOPT RESOLUTION 14-15-09 CALLING ON THE LEGISLATURE AND THE GOVERNOR TO REPEAL SECTIONS 26 AND 27 OF SB 858, LOCAL RESERVES CAP** – Request to approve Resolution 14-15-09 calling on the legislature and the Governor to repeal sections 26 and 27 of SB858, Local Reserves Cap. (Barbara Patterson)
- 10.3 APPROVE CONTRACT WITH PUBLIC SCHOOL WORKS** – Request approval of contract with Public School Works for computer based mandated trainings. (Colleen Slattery)
- 10.4 BOARD POLICY (BP), ADMINISTRATIVE REGULATIONS (AR) AND EXHIBITS (E)**– Request to approve the following Administrative Regulation. (Colleen Slattery)
- 10.4.1 AR 4115 Evaluation/Supervision – revised
- 10.5 BOARD POLICY (BP), ADMINISTRATIVE REGULATIONS (AR) AND EXHIBITS (E)**– Request to approve the following Board Policy and Administrative Regulation. (Deborah Sigman)
- 10.5.1 BP 6172 Gifted and Talented Education Program – revised
- 10.5.2 AR 6172 Gifted and Talented Education Program – revised
- 11.0 INFORMATION AND REPORTS**
- 11.1 GOVERNOR’S PROPOSED BUDGET UPDATE** – (Barbara Patterson)
- 12.0 PENDING AGENDA** – This is the time to place future items on the Pending Agenda.
- 13.0 CLOSED SESSION** – The Board will adjourn to closed session regarding the following matters:
- 13.1 *Public employee discipline/dismissal/release pursuant to Government Code section 54957.*
- 13.2 *Conference with Labor Negotiators as authorized by Government Code Section 54957.6:*
- District Representative(s): Roger Stock, Superintendent
Barbara Patterson, Deputy Superintendent, Business and Operations
Colleen Slattery, Assistant Superintendent, Human Resources
- 14.0 RECONVENE TO OPEN SESSION**
- 15.0 REPORT OF ACTION TAKEN IN CLOSED SESSION**
- 16.0 ADJOURNMENT**

Accommodating Those Individuals with Special Needs – In compliance with the Americans with Disabilities Act, the Rocklin Unified School District encourages those with disabilities to participate fully in the public meeting process. If you have a special need in order to allow you to attend or participate in our public meetings, please contact our office at (916) 624-2428 well in advance of the regular meeting you wish to attend, so that we may make every reasonable effort to accommodate you. Documents distributed for public session items, less than 72 hours prior to meeting, are available for public inspection at the Rocklin Unified School District Office, 2615 Sierra Meadows Drive Rocklin, CA 95677.

NEXT REGULARLY SCHEDULED BOARD MEETING: FEBRUARY 4, 2015



DECLARATION OF POSTING

ROCKLIN UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

REGULAR MEETING AGENDA

I am a citizen of the United States and a resident of the County of Placer. I am over the age of eighteen years; my business address is 2615 Sierra Meadows Drive, Rocklin, CA 95677.

On the date and the address shown below, I posted the ***ROCKLIN UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES REGULAR MEETING AGENDA*** by placing a true copy thereof in the following public place:

Date of Posting:

January 16, 2015

Place Posted:

2615 Sierra Meadows Drive
Rocklin, CA 95677

I, Brenda Meadows, certify under penalty of perjury that the foregoing is true and correct.

Executed on the 16th day of January 2015 in Rocklin, California.

Brenda Meadows
Executive Assistant
Rocklin Unified School District

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: California League of Middle Schools – 2014 Educator of the Year Recognition

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

California League of Middle Schools (CLMS) is a non-profit membership association dedicated to improving the professional knowledge of middle level educators to help early adolescents experience academic success and personal well-being. The association offers conferences, workshops and development opportunities that are aligned to and address national and state standards.

Status:

The CLMS "Educator of the Year" award is given annually to 11 educators, representing regions throughout California, who exemplify educational excellence and have made significant efforts to implement elements of educational reform in middle schools. Lynne Meiers of Spring View Middle School was recently honored as a Region 3 Finalist at the CLMS Banquet held on January 9, 2015.

Presenters:

Martin Flowers, Director of Secondary Programs and School Leadership

Financial Impact:

Current year: N/A
Future years: N/A
Funding source: N/A

Materials/Films:

None

Other People Who Might Present:

Deborah Sigman, Deputy Superintendent

Allotment of Time:

Check one of the following: Consent Calendar Action Item Information Item Special Recognition

Packet Information:

None

Recommendation:

Special Recognition

January 21, 2015

ROCKLIN UNIFIED SCHOOL DISTRICT

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Susan Halldin, *Member*



JANUARY 7, 2015
REGULAR MEETING MINUTES — 7:00 P.M.

1.0 **CALL TO ORDER**— President Todd Lowell called the regular meeting of the Rocklin Unified School District Board of Trustees to order at 7:05 p.m., January 7, 2015, in the District Administration Office located at 2615 Sierra Meadows Drive, Rocklin, CA 95677. A quorum was established.

2.0 **ROLL CALL**

Trustees Present:

Todd Lowell, *President*
Greg Daley, *Vice President*
Camille Maben, *Clerk*
Wendy Lang, *Member*
Susan Halldin, *Member*

Trustee(s) Absent:

Student Representative: Trevor Bohatch, *Rocklin High School*

Administrative Staff: Roger Stock, *Superintendent*; Deborah Sigman, *Deputy Superintendent Educational Services*; Barbara Patterson, *Deputy Superintendent Business and Operations*; Colleen Slattery, *Assistant Superintendent Human Resources*; Sue Wesselius, *Senior Director*; Marty Flowers, *Director*; Karen Huffines, *Director*; Mike Fury, *Chief Technology Officer*; David Bills, *Principal Rocklin High School*, Kathy Goddard, *Principal Cobblestone Elementary School*.

3.0 **PLEDGE OF ALLEGIANCE**— Trevor Bohatch introduced the Whitney High School AFJROTC Color Guard then led the Board and audience in the Pledge of Allegiance.

4.0 **AUDIENCE/VISITORS PUBLIC DISCUSSION**— Todd Lowell welcomed all visitors and invited them to speak on agenda items at the conclusion of the Board's discussion. He also invited visitors to speak at this time regarding non-agenda items and announced that the public portion of the meeting would be recorded. The following comments regarding non-agenda items were noted:

David Bills, Principal Rocklin High School (RHS), thanked the Board of Trustees for their part in hiring him nine years ago and for their support during his time with RUSD. As he leaves to pursue a new leadership position with the Yuba City Unified School District, he thanked Rocklin for the investment made in him and his family. Todd Lowell thanked Bills for his outstanding character and leadership, always modeling integrity with both staff and students. Lowell wished him all the best as he expands his leadership touch in a new District. Wendy Lang thanked Bills for his support as a parent of an RHS student and shared how she appreciated the graceful ways Bills dealt with issues. Camille Maben shared that one of the most unique jobs as an educator is being a High School Principal. Principals spend an enormous amount of time on nights and weekends working with students and parents to provide the best experience possible. Maben expressed gratitude to Bills for his faithful service to RUSD and thanked his family for sharing and supporting him all these years. Student Trustee member Trevor Bohatch thanked Bills for his support and shared that he will be greatly missed by students and staff.

- 5.0 **COMMENTS FROM STUDENT REPRESENTATIVE(S)** – Student Representative Trevor Bohatch provided a detailed report on a variety of District-wide events happening at elementary and secondary schools.
- 6.0 **COMMENTS FROM BOARD AND SUPERINTENDENT** – Wendy Lang welcomed all in attendance back from winter break and wished everyone a Happy New Year. Greg Daley shared his gratitude for David Bills’ leadership in the District and wished him all the best in his new position. Daley also and thanked Breen for their representation at the evening’s Board meeting. He shared it was nice to see teachers taking the extra time out of their busy schedules to represent teaching staff in the District. Camille Maben wished all a Happy New Year. Susan Halldin shared that she kicked off the new year with tours at various RUSD school sites and is looking forward to getting to know sites better and continuing to learn. Todd Lowell thanked fellow Board members and Superintendent Stock for their commitment to the District and for taking the time in December to attend the California School Board Association’s Annual Board meeting. Roger Stock wished all a Happy New Year and thanked the RUSD facilities team for the outstanding work they did during the December storm season keeping sites open and in excellent working condition for students and staff.
- 7.0 **ACTION ITEMS - CONSENT CALENDAR**
- 7.1 **BOARD MINUTES** – Request to approve Board minutes.
7.1.1 Dec 11, 2014 (Special Meeting, Organizational Meeting)
- 7.2 **CERTIFICATED PERSONNEL REPORT** – Request to approve personnel items included on the Certificated Personnel Report. (Colleen Slattery)
- 7.3 **CLASSIFIED PERSONNEL REPORT** – Request to approve personnel items included on the Classified Personnel Report. (Colleen Slattery)
- 7.4 **AGREEMENT FOR NATURAL GAS SERVICES THROUGH SPURR** – Request renewal of agreement to purchase natural gas from SPURR. (Barbara Patterson)
- 7.5 **CHANGE ORDER NO. 01 FOR THE WHITNEY HIGH SCHOOL 2014 RELOCATABLES, ASPHALT REPLACEMENT AT THE ALTERNATIVE EDUCATION CENTER AND EXTERIOR PAINTING AT PARKER WHITNEY, ROCKLIN ELEMENTARY AND TWIN OAKS ELEMENTARY** – Request to approve Change Order No. 01 in the amount of \$19,630.12 and authorize the Superintendent or his designee to sign on its behalf. (Sue Wesselius)
- 7.6 **OVERNIGHT FIELD TRIP(S)** – Request to approve the following overnight field trips. (Deborah Sigman)
- 7.6.1 Whitney High School students, grades 9 – 12, to participate in an ASB Retreat Overnight Field Trip at Tamarack Lodge in Truckee, CA, (January 10 – January 11, 2015).
- 7.6.2 Sunset Ranch Elementary School students, grades 4, to participate in an Overnight Field Trip to Monterey Bay Aquarium, in Monterey, CA, (January 20 – Jan 21, 2015).

Following this a **MOTION** was made by Wendy Lang and seconded by Susan Halldin to approve the Consent Calendar. Motion passed unanimously by the following roll call vote: Lang – aye, Daley – aye, Maben – aye, Halldin – aye, Lowell – aye.

8.0 ACTION ITEMS – REGULAR AGENDA

- 8.1 2013-14 AUDIT REPORT** – Barbara Patterson introduced Peggy VandeVooren with Gilbert Associates, Inc., who performed the District’s annual independent financial audit as required by education code. VandeVooren presented an overview of the results of the 2013-14 Audit Report, pointing out that the District was given full approval, with no findings, adjustments or recommendations for correction and certified the accuracy of the District’s financial accounting. Greg Daley and Wendy Lang shared that they appreciated Gilbert Associates’ diligent work on the report and their flexibility in adjusting to Board schedules. Daley and Lang were impressed in the thorough work presented, with no findings, and acknowledged the nice job they did working with school sites. Todd Lowell thanked RUSD’s business department staff for their exceptional work on the audit report and recognized that the District should be proud of the fact that no findings, adjustments or recommendations were made, an outstanding result for an organization this size

A **MOTION** was made by Wendy Lang and seconded by Greg Daley to approve the final audit report as presented. Motion passed unanimously.

- 8.2 REPLACEMENT OF OLD RELOCATABLES AND THE ADDITION OF NEW RELOCATABLES AT GRANITE OAKS MIDDLE SCHOOL** – Sue Wesselius, Senior Director, Facilities and Operations, together with Mitch McAllister, President, California Design West Architects, Inc., presented a report for approval on proceeding with design work at Granite Oaks Middle School for replacement of old relocatables (seven classrooms) and the addition of new relocatables (eight classrooms). During the recent update to the District’s Five Year Facilities Master Plan, the decision was made to send new students generated from Area 12, located east of Whitney High School, to Granite Oaks Middle School, generating approximately 200 new students and presenting a need for more classroom space. Wendy Lang asked presenters if the Architectural Design firm had taken into consideration construction issues with large rocks and underground digging which had posed some problems in the past. McAllister shared that they had looked at this and did not anticipate any problems as they are building up, adding soil as needed, instead of digging down (avoiding rocks). Camille Maben asked if the relocatables design plan was sustainable for the expected growth in Rocklin and whether or not the Granite Oaks Middle School student population was expected to decline. Wesselius responded that although there will be some student population decline, the District expects to always have a need for both middle schools. Maben asked if the law still requires the District to have 30% of its buildings as relocatables, to which Wesselius responded “no, that requirement has gone away.” Lang and Lowell confirmed that approval on this item was for design costs only. The Board will receive a report on proposed construction costs at a later date.

A **MOTION** was made by Greg Daley and seconded by Camille Maben to authorize staff to proceed with the final design work and Division of State Architect approval for the replacement of seven existing classrooms and the addition of eight new classrooms at Granite Oaks to accommodate growth. Motion passed unanimously.

- 8.3 APPROVE BOARD POLICY (BP) AND ADMINISTRATIVE REGULATIONS (AR)**
- 8.3.1 AR 4112.2 Certification – revised
 - 8.3.2 BP 4112.2 Certification – revised

A **MOTION** was made by Greg Daley and seconded by Camille Maben to pass items: 8.3.1 and 8.3.2. Motion passed unanimously.

- 8.4 APPROVE BOARD POLICY (BP) AND ADMINISTRATIVE REGULATIONS (AR)**
- 8.4.1 AR 4115 Evaluation/Supervision – revised
 - 8.4.2 BP 4115 Evaluation/Supervision – revised
 - 8.4.3 BP 4315 Evaluation/Supervision – revised
 - 8.4.4 BP 4315.1 Staff Evaluating Teachers – deleted

Board of Trustees requested that **item 8.4.1 (AR 4115)** be brought back at a later date for review based on guidelines given from the Board related to frequency of evaluations.

A **MOTION** was made by Greg Daley and seconded by Susan Halldin to **pass items: 8.4.2, 8.4.3, 8.4.4.** Motion passed unanimously.

9.0 INFORMATION AND REPORTS

ELEMENTARY MATH MATERIALS ADOPTION UPDATE – Deborah Sigman, Deputy Superintendent Educational Services; Karen Huffines, Director Elementary Programs & School Leadership; and two members of the District’s Teacher on Special Assignment (TOSA) team, Joe McLean and Lara Kikosicki, presented an Elementary Math Materials Adoption Update to the Board of Trustees. With the adoption of California Common Core State Standards (CCSS) in 2010, and Math Frameworks in 2013, Rocklin Unified elementary schools are currently engaged in the review of aligned math programs and materials with the goal of presenting a recommendation to the Board of Trustees in May of 2015. The presentation included an overview of elementary math materials and specific information on the pilot selection processes. Kathy Goddard, Cobblestone Elementary Principal and facilitator of the math adoption process, also shared with Trustees that in her 13 years of experience, this thorough adoption process is outstanding and qualitatively better than anything she has seen before. The forethought and diligence of the District’s math adoption process is strengthening the District and providing outstanding support to teachers in the implementation of materials. Goddard thanked the Board for their support in this process and expressed that she fully supports the work being done.

Comments: Wendy Lang asked presenters how the District is supporting campuses that have one pilot (verses two pilots). Joe McLean and Lara Kikosicki responded that TOSAs are working closely with these sites to provide support as needed. Greg Daley asked if math books are digital, and if so, are students able to use them at home. Joe McLean responded that yes, eBooks are available to students and can be used at school as well as at home. Susan Halldin asked how social content standards are included in math books. Deborah Sigman responded that the state requires this social content and criteria in all textbooks including math. The intention of the requirement is to avoid any social barriers for students and to provide access to all. Superintendent Stock shared that the math adoption implementation time line will give elementary teachers a chance to use math materials before implementing English Language Arts materials. He shared that this detailed and thorough math materials adoption process will be used as a model for the District in other curricular areas. The attention given to this process, the TOSA support, and time investment will benefit the District tremendously in the future.

10.0 PENDING AGENDA – No items were placed on the Pending Agenda at this time.

11.0 CLOSED SESSION – Closed session convened at 8:45 p.m. regarding the following matters:

- 11.1 *Public employee discipline/dismissal/release pursuant to Government Code section 54957.*
- 11.2 *Conference with Legal Counsel – Anticipated Litigation as authorized by Government Code section 54956.9*

- 11.3 *Conference with Labor Negotiators* as authorized by Government Code Section 54957.6:
District Representative(s): Roger Stock, Superintendent
Barbara Patterson, Deputy Superintendent, Business and
Operations
Colleen Slattery, Assistant Superintendent, Human Resources
- 12.0 **RECONVENE TO OPEN SESSION** – President Lowell reconvened the meeting to open session.
- 13.0 **REPORT OF ACTION TAKEN IN CLOSED SESSION**– No action was taken in closed session.
- 14.0 **ADJOURNMENT**– President Lowell adjourned the meeting at 9:24 p.m.

Please note that additional information distributed to the Board of Trustees before or during the meeting and not included in the agenda packet can be obtained by calling the District Office at (916) 630-2230.

CERTIFICATED/MANAGEMENT PERSONNEL REPORT

RESIGNATIONS:

1. Yvonne Katsuyama, Speech and Language Pathologist, resigned 0.30 FTE of 0.80 FTE contract effective 1/8/15

LEAVE OF ABSENCE:

2. Rebecca Duke, Preschool SDC Teacher, Rock Creek Elementary, 2/17/15 – 6/5/15

NEW HIRES:

3. Amy Cusack, 1.0 FTE Preschool SDC Teacher, Rock Creek Elementary, 1/5/15 – 6/5/15, Temporary Contract
4. Susan Eaton, 1.0 FTE SDC Teacher, Spring View Middle School, 1/12/15 – 6/5/15, Temporary Contract
5. Lindsey Kacalek, 0.83 FTE Health Teacher, Rocklin High School, 1/20/15 – 6/5/15, Temporary Contract

CHANGE IN ASSIGNMENT FOR 2014-15:

6. Jeffrey Underwood, 1.0 FTE to 1.17 FTE Biology Teacher, Rocklin High School, 1/20/15 – 6/4/15, Temporary Increase

CLASSIFIED PERSONNEL REPORT

RESIGNATIONS/RETIREMENT:

1. Mary Snyder, Library Aide, Twin Oaks Elementary School, 12/12/14
2. Cheryl Languemi, Department Secretary, Maintenance Office, 12/26/14
3. Maria Patricia Segoviano de Pier, Instructional Aide II – ELL, Sierra Elementary School, 12/31/14
4. Kelly Jeffrey, Instructional Aide I – Elementary K-6, Antelope Creek Elementary School, 12/31/14
5. Birgit C. Cole, Special Ed Instructional Aide I and Instructional Aide I – Elementary K-6, Cobblestone Elementary School, 01/09/15
6. Teri Wilson, Special Ed Instructional Aide II, Sierra Elementary School, 01/09/15
7. Gina Gamboa, Workability I Job Developer/Job Coach, Rocklin High School, 01/09/15

LEAVE OF ABSENCE:

8. James Williams, Bus Driver, Transportation Department, 01/20/15 to 06/04/15

NEW HIRES:

9. M. Andrea Taylor, Nutrition Services Worker I, Whitney High School, 01/05/15
10. Antonio Martinez, Night Custodian, Rocklin Elementary School, 12/18/14
11. Julianne Noel, Licensed Vocational Nurse, District Wide, 01/05/15
12. Jami Hurd, Special Ed Instructional Aide II, Sunset Ranch Elementary, 01/05/15
13. Jaclyn Delaplane, Special Ed Instructional Aide II, Rock Creek Elementary, 01/05/15
14. Alyce Rosaves, Nutrition Services Worker I, Granite Oaks Middle School, 01/06/15
15. Karen Long, Nutrition Services Worker I, Rocklin High School, 01/06/15
16. Paul Reynoso III, Discipline Technician, Whitney High School, 01/12/15
17. Tanya Patton, Instructional Aide I – Elementary K-6, Antelope Creek Elementary School, 01/08/14

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Donations
DEPARTMENT: Office of the Deputy Superintendent, Business & Operations

Background:

The District receives donations from various individuals and companies throughout the year.

Status:

It is the practice of the District to bring all donations to the Board on a monthly basis.

Presenter: Barbara Patterson

Financial Impact:

Current year: \$35,188

Future years:

Funding source:

Materials/Films:

Other People Who Might Be Present:

Allotment of Time:

Check one of the following: Consent Calendar Action Item Information Item

Packet Information:

List of donations

Recommendation:

Staff recommends accepting donations.

DONATIONS /JANUARY 21, 2015

Date	Donor	Donation	Comment/Purpose	School Site
12/17/2014	St. Peter & Paul Church	Fifty-five \$35 Gift Cards to Walmart	Needy families	District Office
12/1/2014	Breen PTC	\$600	Smart Classroom Bulbs	Breen
12/15/2014	Truist Distribution	\$39		Breen
12/11/2014	P&E Corporation Foundation	\$120		Breen
12/1/2014	Kristi Hoisington	\$210		Cobblestone
12/1/2014	PG&E Corporation Foundation	\$210	Matching Gift Program	Cobblestone
12/1/2014	Coca Cola	\$15		Cobblestone
12/1/2014	Truist Distribution	\$45	Donor through Costco	Cobblestone
12/1/2014	Intel Corporation	\$205	Volunteer Program	Cobblestone
12/9/2014	CA Electronic Asset Recovery	\$224		Parker Whitney
12/1/2014	Starbucks Community Service/ Match Amt for Gina Dullanty	\$1,500		Rocklin Elem.
12/12/2014	McDonalds	\$655	McTeacher Night	Rock Creek
12/15/2014	Wells Fargo Foundation	\$500	General Operating Expenses	Rock Creek
12/12/2014	Chenay Schroeder	Tool toys, doll house, foam blocks, toy instruments, toy stroller, & stuffed animals		Ruhkala
12/11/2014	Darrell & Stephanie Sales	\$900		Ruhkala
12/1/2014	EF Intercultural Foundation, Inc.	\$50		Ruhkala
12/1/2014	Wells Fargo Comm. Support	\$135		Ruhkala
12/1/2014	Grant Kageta	\$48		Sierra
12/1/2014	PG&E Match Program	\$83		Sierra
12/12/2014	Twin Oaks PTSC	\$4,423	Purchase of chrome books	Twin Oaks
12/1/2014	PG&E Corporation Foundation	\$1,000	Science Lab	Valley View
11/10/2014	Comerica Bank /Steve Wall	Office/student supplies		GOMS
12/3/2014	Walter Schubert	40 cases of paper		Spring View
12/1/2014	William McEnroe	Commercial Four Door Freezer		Rocklin High
12/15/2014	Rocklin High Booster Club	\$5,000	Breaking Down the Walls	Rocklin High
12/15/2014	Whitney High Booster Club	\$5,000	Breaking Down the Walls	Whitney High
12/15/2014	Sutter Medical Center	\$2,500	Breaking Down the Walls	WHS/RHS
12/15/2014	REEF	\$2,500	Breaking Down the Walls	WHS/RHS
12/15/2014	South Placer Rocklin Rotary	\$1,500	Breaking Down the Walls	WHS/RHS
12/15/2014	Rotary Club of Rocklin/Loomis	\$1,500	Breaking Down the Walls	WHS/RHS
12/15/2014	Matt Redding Mem. Foundation	\$1,000	Breaking Down the Walls	WHS/RHS

12/15/2014	Rocklin Police Association	\$500	Breaking Down the Walls	WHS/RHS
11/20/2014	Scott Becker	\$200	Fall SAT	Rocklin High
12/2/2014	Gordon & Lisa Smith	\$100	Concrete project	Whitney High
12/2/2014	Pasco Scientific	Eight Sparklink Air - PS-2011		Whitney High
11/7/2014	Intel Corporation	\$2,500	2014 Score with Intel Core	Whitney High
	Total	\$35,188		

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Accounting – Textbook Adoption Request

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

Staff and administration reviewed the instructional materials currently being utilized in the Accounting course. At Whitney High School, Accounting is an “articulated” course with Sierra College. This means that Accounting students will receive appropriate Sierra College course credit if certain criteria are met (utilize the Sierra College-approved textbook/curriculum and pass the end of course examination). With the recent textbook change implemented at Sierra College, RUSD Accounting must also utilize this same textbook in order to meet the requirements of the articulation agreement. Therefore, following careful review, research, and collaborative discussions by staff, the following textbook is being recommended for display and subsequent adoption:

- Financial Accounting Fundamentals, 4th Edition; McGraw Hill, 2013
(hardcopy only; not accessible online)

Status:

Placer Herald and Press Tribune will advertise the location and dates of the textbook display: Rocklin Unified District Office Board Room, January 22, 2015 - February, 25, 2015. Following this public display/opportunity for comments, staff will recommend textbook adoption at the March 18, 2015 Board of Trustee Regular Meeting.

Presenter(s):

Martin Flowers, Director of Secondary Programs and School Leadership

Financial Impact:

Current year: N/A
Future years: \$7,708.00 (2015-2016)
Funding source: Unrestricted Set-Aside for Textbooks

Materials/Films:

None

Other People Who Might Be Present:

Deborah Sigman, Deputy Superintendent

Allotment of Time:

Check one of the following: Consent Calendar Action Item Information Item

Packet Information:

Secondary Textbook Needs-Regular/AP/Special Ed Materials

Recommendation:

No action is required at this time.

ROCKLIN UNIFIED SCHOOL DISTRICT
 Secondary Textbook Needs – Regular/AP/Special Ed Materials

SCHOOL: Whitney High School

Consumables/Replacement Materials (Workbooks, etc.)

Subject	Number Needed	Item: Title/Publisher/Copyright Date	Cost per item	Total Cost
			\$	\$
Rationale:				

Subject	Number Needed	Item: Title/Publisher/Copyright Date	Cost per item	Total Cost
			\$	\$
Rationale:				

New Instructional Materials – To be Recommended for Adoption

Subject	Number Needed	Item: Title/Publisher/Copyright Date	Support Materials (Teacher Kits, Guides, etc.)	Cost per item	Total Cost
Accounting	40	Financial Accounting Fundamentals/McGraw Hill	Included	\$164.00	\$6,560.00 w/o tax and s/h
Rationale: To maintain status of articulation agreement with Sierra College.					

Subject	Number Needed	Item: Title/Publisher/Copyright Date	Support Materials (Teacher Kits, Guides, etc.)	Cost per item	Total Cost
				\$	\$
Rationale:					

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Quarterly Report on Williams Uniform Complaints

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

Williams v. State of California was a statewide class action lawsuit about California's duty to provide every public school student with instructional materials, safe and decent school facilities, and qualified teachers. After four years of litigation, the parties in the case reached a Settlement Agreement on August 13, 2004. The Settlement Agreement provided for a package of legislative proposals designed to ensure that all students will have books in specified subjects and that their schools will be clean and in safe condition. In 2007, the legislature amended Education Code 35186 to authorize the use of the Williams complaint procedure for deficiencies related to the provision of intensive instruction and services to students who have not passed one or both parts of the high school exit examination after the completion of grade 12.

Status:

One component of the Williams Settlement Legislation requires each district's designee to submit a quarterly report to the County Superintendent and the Governing Board on the nature and resolution of complaints addressing insufficient instructional materials, teacher vacancies and misassignments, CAHSEE intensive instruction services, and emergency or urgent facilities issues. Contents of the report must be reported publicly at a governing board meeting.

Presenter:

Deborah Sigman

Financial Impact: NA

Current year: NA

Future years: NA

Funding source: NA

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

Check one of the following: Consent Calendar Action Item Information Item

Packet Information:

Copy of Quarterly Report on Williams Uniform Complaints.

Recommendation:

Staff recommends approval of the Quarterly Report on Williams Uniform Complaints, for the quarter ending December 31, 2014.

Quarterly Report on Williams Uniform Complaints
 [Education Code § 35186(d)(e)]

District: Rocklin Unified School District

Person completing this form: Leta Momet

Title: Administrative Assistant

- Quarterly Report Submission Date: (Check one)
- April Due: April 30th
 - July Due: July 31st
 - October Due: October 31st
 - January Due: January 31st

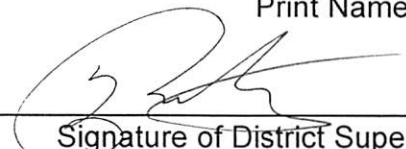
Date quarterly report was or will be reported publicly at a regularly scheduled board meeting: 01/21/15

- No complaints were filed with any school in the district or with a district official during the quarter indicated above.
- Complaints were filed with a school(s) in the district or with a district official during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
CAHSEE Intensive Instruction & Services	0		
TOTALS	0		

Roger Stock

Print Name of District Superintendent


 Signature of District Superintendent

January 9, 2015
 Date

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Award Equipment Bid for RHS Manufacturing Class
DEPARTMENT: Office of the Deputy Superintendent, Business & Operations

Background:

The District used FedBid, a fully managed online marketplace optimizing the way governments, businesses and educational institutions buy the goods and services they need, to post the bid for equipment for the manufacturing class at Rocklin High School. A legal notice for the bid was published in the Placer Herald on December 4 and December 11, 2014.

Status:

Bids were received through FedBid on-line from one vendor:

Selway Machine Tool Company

The bid was reviewed by Sue Wesselius, Senior Facilities Director, Matt Phillips, Director of Fiscal Services and Dan Frank, teacher and are in agreement to award the contract.

Presenter:

Barbara L. Patterson

Financial Impact:

Current year: \$129,001.27
Future years:
Funding source: Grant from California Career Pathways Trust (CCPT)

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

Check one of the following: Consent Calendar Action Item Information Item

Packet Information:

A copy of the FedBid Bid Summary is included in your packet.

Recommendation:

Award bid to Selway Machine Tool Company.

BID #29765981
 Buy #690428
 as of 12/22/2014 22:42:59 EST



Bid #29765981

Bid Information

Company Information

Bid Description: (3) TM-1P
Company Name: SELWAY MACHINE TOOL COMPANY INC. [DUNS: 029322807]
Address: 29250 Union City Blvd
City: Union City
State: CA
Zip Code: 94587
Phone: 8887359290
Fax:
Duns No: 029322807
Cage Code: 4Y647
Tax ID: 941716003
FedBid Buy No: 690428

Seller Information

Sales Rep Name: Erin Karingada
Address: 29250 Union City Blvd
City: Union City
State: CA
Zip Code: 94587
Phone: 5104754728
Fax:
Email: ekaringada@selwaytool.com

Line Item(s)

Item No.	Description	Qty	Unit Price	Ext. Price
001	<p><u>Requested Specification:</u> Toolroom Mill with Tool Changer, 30" x 12" X 16" (762 X 305 X 406 mm), 40 taper, 7.5hp (5.6kW) vector drive, 6000rpm, full enclosure, 10-station automatic tool changer, Intuitive Programming System, 1 MB program memory, memory lock keyswitch, 15" color LCD monitor and USB port and 5-gallon (19 liter) flood coolant system.</p> <p><u>Seller Bid Specification:</u> TM-1P - Haas Toolroom Mill with Tool Changer; 30" x 12" x 16" (762 x 305 x 406 mm), 40 taper, 7.5 hp (5.6 kW) vector drive, 6000 rpm, full enclosure, 10-station automatic tool changer, Intuitive Programming System, 1 MB program memory, memory lock keyswitch, 15" color LCD monitor and USB port and 5-gallon (19 liter) flood coolant system.</p>	3	\$31,831.79	\$95,495.37

	Included in line item #			
002	<u>Requested Specification:</u> 4th-Axis Drive	1	\$2,054.85	\$2,054.85
	<u>Seller Bid Specification:</u> 4th-Axis Drive			
	Included in line item #			
003	<u>Requested Specification:</u> Rigid Tapping	3	\$1,436.85	\$4,310.55
	<u>Seller Bid Specification:</u> Rigid Tapping			
	Included in line item #			
004	<u>Requested Specification:</u> Wireless Intuitive Probing System; Renishaw	3	\$5,659.85	\$16,979.55
	<u>Seller Bid Specification:</u> Wireless Intuitive Probing System; Renishaw			
	Included in line item #			
005	<u>Requested Specification:</u> 160mm (6.3") Servo Rotary Table, requires Haas mill with 4th-axis drive for full 4th-axis operation, or a rotary control box for stand-alone operation	1	\$8,440.85	\$8,440.85
	<u>Seller Bid Specification:</u> 160 mm (6.3") Servo Rotary Table. Requires Haas mill with 4th-axis drive for full 4th-axis operation, or a rotary control box for stand-alone operation.			
	Included in line item #			
006	<u>Requested Specification:</u> 6" (152mm) Top Reversible, 3-Jaw Chuck	1	\$1,333.85	\$1,333.85
	<u>Seller Bid Specification:</u> 6" (152 mm) Top Reversible, 3-Jaw Chuck			
	Included in line item #			
007	<u>Requested Specification:</u> Javelin Machine Coolant Filtration System	1	\$386.25	\$386.25
	<u>Seller Bid Specification:</u> Javelin Machine Coolant Filtration System			
	Included in line item #			

Price Summary				
				Total Price
				\$129,001.27

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Ratify Contract with Wallace Kuhl & Associates, Inc. for Construction Testing Services for the Granite Oaks Middle School Expansion Project

DEPARTMENT: Senior Director – Facilities & Operations

Background:

During the construction of any new school or structural improvement project, special inspection and materials testing services are required.

Status:

A contract with Wallace Kuhl & Associates, Inc. for construction testing services for Granite Oaks Middle School has been prepared and is presented to the Board for approval and to ratify.

Presenter:

Sue Wesselius

Financial Impact:

Current year: \$12,900.00
Future years:
Funding source: Developer Fees (Fund 25)

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

Check one of the following: Consent Calendar Action Item Information Item

Packet Information:

Contract with Wallace Kuhl & Associates, Inc.

Recommendation:

Staff recommends Board approval of the contract with Wallace Kuhl & Associates, Inc. for construction testing services for the Granite Oaks Middle School Expansion Project and authorize the Superintendent or his designee to sign on its behalf.



CORPORATE OFFICE
3050 Industrial Boulevard
West Sacramento, CA 95691
916.372.1434 phone
916.372.2565 fax

December 4, 2014

STOCKTON OFFICE
3422 West Hammer Lane, Suite D
Stockton, CA 95219
209.234.7722 phone
209.234.7727 fax

Ms. Sue Wesselius
Rocklin Unified School District
2615 Sierra Meadows Drive
Rocklin, California 95677

Proposal for Geotechnical Engineering and Geologic Hazard Report
**GRANITE OAKS MIDDLE SCHOOL
PORTABLE REPLACEMENT AND EXPANSION**

2600 Wyckford Boulevard
Rocklin, California 95765
WKA Proposal No. 2PR14282

As requested by Robert Towle of California Design West Architects, Inc., we are pleased to submit this proposal to prepare a combined geotechnical engineering and geologic hazard report for the proposed 2015 Portable Replacement and Expansion to be constructed at the Granite Oaks Middle School located at 2600 Wyckford Boulevard in Rocklin, California. In preparing this proposal, we discussed the project with you, we have reviewed available aerial photographs of the campus on Google Earth, and we have reviewed our files for previous reports for the campus.

Project Description

We understand the proposed additions will include 15, single-story, portable/modular buildings. The buildings will be located in three areas identified as Building C&E additions, Building G, and Building H. Building C&E additions will encompass a total building footprint of about 1900 square feet. Buildings G and H will encompass total building footprints of about 8,800- and 2,400-square feet, respectively. The portable/modular buildings will include 15 classrooms. We anticipate the structures will be wood-framed with a concrete slab-on-grade lower floor or crawl space. Structural loads for the classroom buildings are anticipated to be relatively light based on this type of construction. Associated improvements will include construction of exterior flatwork, retaining walls, underground utilities, and asphalt concrete parking areas.

Related Experience

Review of previous files indicates that the following reports have been prepared for the property:

- Inspection Consultants, Inc. (ICI), 1994, *Geotechnical Engineering Investigation*, Rocklin New Middle School; prepared by ICI for Stafford, King, Wiese Architects of Sacramento, CA, File No. 941-123, December, p. 25;

- Wallace Kuhl & Associates, Inc., 1997, *Geotechnical Engineering Report*, Rocklin Middle School; prepared by Wallace Kuhl & Associates, Inc. for Rocklin Unified School District, WKA No. 3591.01, September, p. 36; and,
- Wallace Kuhl & Associates, Inc., 1997, *Geologic Hazards Report*, Rocklin Middle School; prepared by Wallace Kuhl & Associates, Inc. for Rocklin Unified School District, WKA No. 3591.02, October, p. 40.

These previous studies provide us advanced knowledge of the subsurface soil, rock, and groundwater conditions that may affect the project. Review of our previous reports indicates borings generally encountered clayey sand, lean clay, and clayey silt to depths ranging from 11 to 20 feet, underlain by variably weathered, granodioritic rock (bedrock). Borings previously drilled at the site would be used to supplement our current study. In addition, we would utilize the existing data to assist in the preparation of the combined Geotechnical Engineering and Geologic Hazards report proposed for this project.

Purpose and Proposed Scope of Services

The purpose of our study would be to evaluate potential geologic hazards that may be influential to the site, investigate the site soil, geologic, seismic, and groundwater conditions in the areas of proposed construction, and to prepare a report containing our findings, conclusions and recommendations for use by the other members of the design team to prepare contract plans and specifications.

This project will be under the scrutiny of the Division of the State Architect (DSA), who will submit the geotechnical engineering report to the California Geological Survey (CGS) for review. As part of the review process, CGS has developed minimum investigation, analysis, and reporting criteria for preparation of these reports. These criteria are presented in CGS Note 48. Among the minimum criteria presented in CGS Note 48 is a requirement that the subsurface exploration include at least one boring or exploration shaft per 5,000 square feet of building footprint, with a minimum of two borings or exploration shafts for any one building.

To accomplish our study and to comply with the requirements of CGS Note 48, we propose to drill and sample up to eight borings within the proposed building footprints to a depth of approximately 20 feet below the existing ground surface, or to practical drilling refusal whichever is encountered first. The borings would be drilled with a standard truck-mounted drill rig equipped with hollow stem augers. Soil samples would be collected at approximate 5-foot intervals or at changes in lithology by using a modified California split-spoon sampler. Representative bulk samples of anticipated pavement subgrade soils also would be collected. Samples collected from the borings would be taken our laboratory for additional classification and selection of samples for testing. At the completion of the drilling activities, borings will be backfilled with soil cuttings and those borings drilled within existing pavement areas will be restored to grade with quick set concrete and/or asphalt cold patch.



Prior to performing the field exploration, the site would be marked for clearance by the Underground Service Alert (USA) and their affiliates. Although USA will alert public utility agencies, we also request that anyone with knowledge of the underground utilities at the site review our proposed boring locations for conflicts with possible underground utility lines, and that we be provided with all information regarding underground utilities that currently exist at the site. We would take precautions not to disturb underground utilities that are clearly marked in the field or brought to our attention; however, we cannot be responsible for damage to unmarked underground utilities or those that are not known to us.

Upon completion of our field investigation, laboratory testing and engineering and geologic analyses, we would prepare a combined Geotechnical Engineering and Geologic Hazards Report containing:

1. Site vicinity map;
2. Test boring location plan;
3. Logs of soil borings;
4. Geologic Cross-section;
5. Laboratory test results;
6. Findings regarding site conditions, including;
 - a. Site description
 - b. Site soil and geology
 - c. Groundwater
 - d. Faults and seismicity
 - e. Historic seismicity
 - f. Co-seismic ground deformation
7. Conclusions regarding:
 - a. Geologic hazards (e.g., liquefaction, seismic-induced settlement, landslides, naturally-occurring asbestos, flood hazards, dam inundation, etc.) influencing the site
 - b. 2013 California Building Code (CBC) seismic design parameters
 - c. Bearing capacity
 - d. Expansive soil conditions
 - e. Preliminary soil corrosivity potential
 - f. Effect of groundwater on development
 - g. Excavation conditions
 - h. Soil suitability for use in fill construction
8. Recommendations regarding:
 - a. Site clearing
 - b. Site preparation and fill placement
 - c. Utility trench backfill
 - d. Building foundation design
 - e. Interior floor slab support
 - f. Retaining wall design parameters



- g. Exterior concrete slab support
 - h. Site drainage
 - i. Pavement design alternatives based on varying traffic indices; and,
9. Guide Earthwork Specifications

The preceding scope of work would be performed under the direct supervision of a Certified Engineering Geologist and Registered Geotechnical Engineer as required by CCR Title 24 and CGS Note 48.

Estimated Fee

We can prepare the report described above for a not-to-exceed fee of \$12,900. This fee estimate assumes fieldwork is conducted on a weekend to mitigate disruption to normal school activities and the site is accessible to a standard truck-mounted drill rig. Final billing for the work would be in accordance with the attached Schedule of Fees for the work accomplished. We would not exceed this fee estimate unless the field exploration uncovers unanticipated conditions requiring additional study or if our work scope is revised, and only after receiving authorization from your office for additional work.

Please note our fee estimate does not include costs related to review of project plans and specifications, nor the costs associated with testing and observation services required during construction. A fee estimate for those services could be provided at a later date after more information is known about the plans and construction schedule.

Schedule

We anticipate we can begin project planning and scheduling within two to three days of receiving written authorization to proceed. The field explorations should take one day to complete. Laboratory testing would require one week to complete, at which time we can provide verbal recommendations to the other design consultants. The final report can be completed within about three to four weeks following completion of the laboratory testing.

Project Assumptions

Based on the above, we have made the following assumptions for the project including:

- Your office will provide contact information regarding site access for the field explorations.
- The field explorations would be performed during weekend hours.
- We have assumed that contaminated soils would not be encountered at the site and the soil cuttings can be used to backfill the boreholes.



- This project does falls under current prevailing wage laws; therefore, we have included these costs in our estimate. If this is not the case, please notify me immediately so that the project costs can be reduced accordingly.

Agreement

If this proposal is acceptable, please indicate so by issuing the appropriate contract documentation for our review and approval referencing this proposal as our written authorization to proceed.

We appreciate the opportunity to submit this proposal and look forward to the possibility of providing you with our continued services. If you have any questions concerning this proposal or work scope, please contact our office.

Wallace - Kuhl & Associates



Michael M. Watari
Senior Engineer
G.E. No. 2675, Exp. 12-31-15

Attachments: Schedule of Fees 2014P

Copy to: Mr. Robert Towle, California Design West Architects, Inc. (pdf only)



PROFESSIONAL SERVICES

PROFESSIONAL SERVICES

Senior Engineer / Geologist	\$155.00	per hour
Senior Environmental Scientist	\$155.00	per hour
Project Engineer / Geologist	\$130.00	per hour
Project Environmental Scientist	\$130.00	per hour
Senior Staff Engineer / Geologist	\$120.00	per hour
Senior Staff Environmental Scientist	\$120.00	per hour
Staff Engineer / Geologist	\$115.00	per hour
Staff Environmental Scientist	\$115.00	per hour
GIS Analyst	\$95.00	per hour
Senior Environmental Technician	\$90.00	per hour
Senior / Supervising Technician	\$90.00	per hour
Draftsperson / GIS Technician	\$85.00	per hour
Administrative Assistant	\$65.00	per hour

LITIGATION

Data Review/Consultation	\$225.00	per hour
Depositions/Expert Witness Testimony	\$320.00	per hour

EXPENSES

Vehicle Charges (<i>Subject to periodic adjustment due to fuel cost</i>)	\$0.75	per mile
Subsistence	\$55.00	per day
Lodging	Cost	
Services by Associate Firms and other outside services	Cost	plus 20%
Equipment rental, freight, special materials	Cost	plus 20%
Extra Report Copies		
Black and white versions	\$21.00	each
Color photography versions	\$32.00	each

PREMIUM CHARGES

Overtime and Saturdays	hourly rate plus	40	percent
Sunday and Holidays	hourly rate plus	75	percent

NOTE:

Premium Charges also apply to Field Services shown on Page 2



FIELD SERVICES

CONCRETE & REINFORCING STEEL

Ball Penetration (Kelly Ball)	\$115.00 /hr.
Batch Plant Inspection	\$85.00 /hr.
CaCl Moisture Emission Test Kit	\$30.00 /kit
CaCl Moisture Emission Testing	\$85.00 /hr.
CLSM/CDF/Slurry Testing	\$85.00 /hr.
Concrete Mix Design Review	\$155.00 /hr.
Concrete Placement Obs/Cast Cylinder	\$85.00 /hr.
Concrete Rebound Number Testing	\$115.00 /hr.
Concrete Trial Batch	\$85.00 /hr.
Floor Flatness Testing	\$115.00 /hr.
High Strength Grout Sampling / Testing	\$85.00 /hr.
Rebar / Post Tension Special Inspection	\$90.00 /hr.
Rebar Location / Pachometer	\$115.00 /hr.
Rebar Placement Inspection	\$90.00 /hr.
Reinforcing Steel Sampling/Tagging	\$85.00 /hr.
Relative Humidity Testing	\$115.00 /hr.
Shotcrete Special Inspection	\$85.00 /hr.
Transport Cylinders / Samples to Lab	\$85.00 /hr.

SOILS & ASPHALT CONCRETE

Asphalt Concrete Inspection / Testing	\$90.00 /hr.
Asphalt Concrete Materials Sampling	\$90.00 /hr.
Building Pad Special Inspection / Testing	\$90.00 /hr.
Deep Foundation Inspection	\$90.00 /hr.
Flatwork AB Inspection / Testing	\$90.00 /hr.
Flatwork Subgrade Inspection / Testing	\$90.00 /hr.
Grading Inspection / Testing	\$90.00 /hr.
Hand Augering and Sampling	\$115.00 /hr.
Pavement AB Inspection / Testing	\$90.00 /hr.
Pavement Subgrade Inspection / Testing	\$90.00 /hr.
Proof Rolling Observation	\$90.00 /hr.
Shallow Foundation Inspection	\$90.00 /hr.
Slab Subgrade Soil Moisture Tests	\$90.00 /hr.
Soil / Aggregate Sampling	\$90.00 /hr.
Soil Treatment Testing / Observation	\$90.00 /hr.
Structure Backfill Inspection / Testing	\$90.00 /hr.
Subgrade Stabilization Observation	\$90.00 /hr.
Utility Trench Backfill Testing	\$90.00 /hr.
WKA Drill Rig (including operator)	\$250.00 /hr.
WKA Drill Rig (helper)	\$90.00 /hr.

CORING

Coring (Technician + equipment)	\$115.00 /hr.
Coring (Technician assistant)	\$85.00 /hr.

POST-INSTALLED ANCHORS

Concrete Anchor Installation Inspection	\$85.00 /hr.
Concrete Anchor Proof Load Testing	\$115.00 /hr.
Concrete Anchor Torque Testing	\$90.00 /hr.
Suspended Ceiling Inspection / Testing	\$115.00 /hr.

STRUCTURAL STEEL

Fireproofing Special Inspection / Testing	\$85.00 /hr.
High Strength Bolt Special Inspection	\$90.00 /hr.
Non-Destructive Testing - UT/MT/PT	\$100.00 /hr.
Welding Special Inspection - Field	\$90.00 /hr.
Welding Special Inspection - Shop	\$90.00 /hr.

MASONRY

In-Place Masonry Flatjack Testing	\$140.00 /hr.
In-Place Masonry Shear Testing	\$115.00 /hr.
Masonry Materials Sampling / Testing	\$85.00 /hr.
Masonry Special Inspection	\$85.00 /hr.
Masonry Special Inspection DSA Certified	\$95.00 /hr.

SPECIALIZED SERVICES

Coefficient of Friction Testing	\$115.00 /hr.
Existing Building Evaluation / Demo	\$85.00 /hr.
Existing Building Evaluation / Document	\$85.00 /hr.
Existing Building Evaluation / Repair	\$85.00 /hr.
FRP Installation Inspection	\$85.00 /hr.
GFRC Inspection / Testing	\$85.00 /hr.
Megger Ground Testing	\$115.00 /hr.
Prestress Framing Installation	\$85.00 /hr.
Proto Wall Inspection / Testing	\$85.00 /hr.
Roofing Inspection	\$85.00 /hr.
Shear Nailing Inspection	\$85.00 /hr.
Thickness Testing - Coating / Steel	\$85.00 /hr.
Timber Framing / Hardware Inspection	\$85.00 /hr.
Vapor Barrier Inspection	\$85.00 /hr.

GENERAL

Inspection / Testing Cancelled	*
Reinspection / Retesting	*
Stand-by Time	*

* Based on hourly rate of Inspection or Testing scheduled

MINIMUM CHARGES

A two hour minimum charge will apply to field technician services with the following exceptions:
 a) Single trip pickup and delivery services, where a one hour minimum will apply.
 b) Saturday, Sunday and holidays, where a four hour minimum charge will apply.

SHIFT DIFFERENTIAL

A 25 percent shift differential surcharge will be added to the hourly rate of personnel involved in scheduled testing work between the hours of 6 P.M. and 5 A.M., as well as a four hour minimum.



LABORATORY SERVICES

SOIL

Atterberg Limits (LL/PI)	ASTM D4318	\$145.00	each
CLSM/CDF/Soil Cement Compression Test	ASTM D4832	\$50.00	each
Compaction Characteristics	ASTM D698	\$200.00	each
Compaction Characteristics	ASTM D1557	\$235.00	each
Compaction Characteristics	CTM 216	\$240.00	each
Expansion Index	ASTM D4829	\$170.00	each
Hydraulic Conductivity, Flexible Wall Permeability	ASTM D5084	\$400.00	each
Moisture Content	ASTM D2216	\$25.00	each
Organic Content	ASTM D2974	\$90.00	each
Resistance "R" Value - Untreated	ASTM D2844, CTM 301	\$235.00	each
Resistance "R" Value - Laboratory Lime-Treated	ASTM D2844, CTM 301	\$290.00	each
Sieve Analysis - Sieve only (Coarse or Fine)	ASTM C136/D1140	\$100.00	each
Sieve Analysis - Passing No. 200 only	ASTM D1140	\$90.00	each
Sieve Analysis - Sieve & Hydrometer	ASTM D422	\$160.00	each
Specific Gravity of Soils	ASTM D854	\$125.00	each
Triaxial Compression Test, 1 point - Undisturbed	ASTM D4767	\$250.00	each
Triaxial Compression Test, 3 Pt Staged - Undisturbed	ASTM D4767	\$295.00	each
Triaxial Compression Test, 1 point - Remolded	ASTM D4767	\$275.00	each
Triaxial Compression Test, 3 Pt Staged - Remolded	ASTM D4767	\$370.00	each
Unconfined Compression Test	ASTM D2166	\$110.00	each
Unit Weight/Moisture Content - Tube Sample	ASTM D2937/D2216	\$35.00	each

AGGREGATE

Aggregate Unit Weight	ASTM C29	\$50.00	each
Clay Lumps and Friable Particles	ASTM C142	\$155.00	per size
Cleanness Value	CTM 227	\$160.00	each
Durability Index (Coarse or Fine)	CTM 229	\$155.00	each
Flat and Elongated Particles in Coarse Aggregate	ASTM D4791	\$115.00	per size
Fractured/Crushed Particles	ASTM D5821, CTM 205	\$115.00	per size
Organic Impurities in Fine Aggregates	ASTM C40	\$55.00	each
Resistance "R" Value	CTM 301	\$235.00	each
Sand Equivalent, 1 point	CTM 217	\$70.00	each
Sand Equivalent, 3 points	CTM 217	\$125.00	each
Sieve Analysis - Coarse or Fine	ASTM C136, CTM 202	\$100.00	each
Sieve Analysis - Passing No. 200 only	ASTM C117	\$90.00	each
Sodium Sulfate Soundness	ASTM C88, CTM 214	\$120.00	per size
Specific Gravity and Absorption (Coarse or Fine)	ASTM C127, C128	\$120.00	each

ASPHALT CONCRETE

Asphalt Content (Ignition Oven)	ASTM D6307, CTM 382	\$230.00	each
Hveem Compacted Unit Weight, 1 point	ASTM D1560/D2726		
	CTM 304/308	\$90.00	each
Laboratory Test Maximum Density (LTMD), 5 points	CTM 375	\$350.00	each
Marshall Compacted Unit Weight, 1 point	ASTM D6926/D2726	\$90.00	each
Sieve Analysis of AC Aggregate (Coarse and Fine)	ASTM D5444, CTM 202	\$165.00	each
Stabilometer Value, 1 point	CTM 366	\$125.00	each
Theoretical Maximum Density	ASTM D2041, CTM 309	\$150.00	each
Thickness of AC Cores	ASTM D3549	\$10.00	each
Unit Weight of AC Cores	ASTM D2726, D1188, CTM 308	\$50.00	each



LABORATORY SERVICES

CONCRETE

Compression Test, Concrete Cylinder	ASTM C39	\$25.00	each
Compression Test, Concrete Cylinder - Hold	ASTM C39	\$20.00	each
Compression Test, Concrete Core	ASTM C42, C39	\$70.00	each
Compression Test, Shotcrete Core	ASTM C42, C39	\$70.00	each
Compression Test, High Strength Grout	ASTM C1107/C109	\$35.00	each
Concrete Cylinder Mold		\$4.00	each
Flexural Strength Test, Concrete Beam	ASTM C78	\$90.00	each
Laboratory Drying Shrinkage Test, set of 3	ASTM C157	\$475.00	each
Splitting Tensile Test, Concrete Cylinder	ASTM C496	\$65.00	each

MASONRY

Brick			
Compression Test	ASTM C67	\$60.00	each
Modulus of Rupture	ASTM C67	\$70.00	each
Absorption	ASTM C67	\$85.00	each
Concrete Masonry Unit			
Compression Test	ASTM C140	\$70.00	each
Absorption & Moisture Content	ASTM C140	\$70.00	each
Linear Drying Shrinkage	ASTM C426	\$150.00	each
Compression Test, Composite Masonry Prism	ASTM C1314	\$90.00	each
Compression Test, Masonry Grout	ASTM C1019	\$35.00	each
Compression Test, Mortar	ASTM C780	\$30.00	each
Core Shear Test	CBC Section 2105A	\$80.00	each

STEEL

Anchor Bolt Tensile Test	ASTM F606	\$95.00	each
Fireproofing Density Test	ASTM E605	\$65.00	each
High Strength Bolt Assembly Laboratory Testing			
Bolt - Wedge Tension Test	ASTM F606	\$70.00	each
Bolt - Proof Load Test	ASTM F606	\$70.00	each
Bolt - Hardness Test	ASTM E18	\$25.00	each
Nut - Proof Load Test	ASTM F606	\$70.00	each
Nut - Hardness Test	ASTM E18	\$25.00	each
Washer - Hardness Test	ASTM E18	\$25.00	each
Prestressing Steel Strand Tensile Test	ASTM A416/A1061	\$100.00	each
Reinforcing Steel (Rebar) Tensile Test			
Up to No. 7	ASTM A615, A706/A370	\$70.00	each
From No. 8 through No. 14	ASTM A615, A706/A370	\$95.00	each
Reinforcing Steel (Rebar) Bend Test	ASTM A615, A706/A370	\$35.00	each
Structural Steel Tensile Test			
Up to 3/4"	ASTM A370	\$70.00	each
Sizes Larger Than 3/4"	ASTM A370	\$95.00	each
Machining of Test Specimens		cost plus %20	
Structural Steel Hardness Testing	ASTM E18	\$75.00	each
Weld Assembly, Guided Bend/Macroetch/T-Bend Test	AWS D1.1, ASTM E190	\$75.00	per test
Welder Qualification Test Inspection		\$80.00	per hour
Welder Qualification Test Record		\$95.00	each

TESTING SERVICES

Laboratory Technician	\$70.00 per hour
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ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Proposal with California Design West Architects for Architectural Services for the Replacement of 7 Relocatables and the Addition of 8 Classrooms at Granite Oaks Middle School

DEPARTMENT: Senior Director - Facilities & Operations

Background:

In order to accommodate existing and future growth, the District has the need for architectural services for the placement of a total of fifteen (15) classrooms to be located at Granite Oaks Middle School. Seven (7) of these will replace existing relocatables that have outlived their useful life. The remaining eight (8) classrooms will accommodate future growth.

Status:

A proposal with California Design West Architects has been prepared and is presented to the Board for approval.

Presenter:

Sue Wesselius

Financial Impact:

Current year: Estimated at \$310,963.60. Actual fees dependent upon final contract amount.
Future years:
Funding source: Fund 25

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

Check one of the following: Consent Calendar Action Item Information Item

Packet Information:

Proposal with California Design West Architects.

Recommendation:

It is recommended that the Board approve the attached proposal with California Design West Architects for architectural services as required for the replacement of 7 relocatables with permanent construction and the addition of 8 classrooms at Granite Oaks Middle School and authorize the Superintendent or his designee to sign on its behalf.

**AGREEMENT BETWEEN CLIENT AND ARCHITECT
FOR SCHOOL BUILDING PROJECTS**

THIS AGREEMENT, made in four copies on the _____ in the year of 2014 by and between Rocklin Unified School District (hereinafter "Client") and California Design West Architects, Inc., (hereinafter "Architect"). "Superintendent" as used throughout is the Superintendent of the Rocklin Unified School District.

WITNESSETH:

WHEREAS, the client intends to:

Design and construction of the Relocatable Classroom Replacement and Expansion Project at Granite Oaks Middle School within the Rocklin Unified School District in conformity with state standards and allowances (hereinafter "Project").

This Agreement is for the:

**GRANITE OAKS MIDDLE SCHOOL
RELOCATABLE CLASSROOM REPLACEMENT AND EXPANSION PROJECT**

NOW, THEREFORE, the Client and Architects agree as follows:

ARTICLE I – PROJECT(S) BUDGET

- A. The Project Budget is established as follows:
 - 1. As determined by the district, based on preliminary estimates of size and configuration of the Project, and associated site and equipment costs.
- B. The size of the project and the type and quality of construction are dependent upon the funds available for the Project. The Architect will exercise his best judgment in determining the balance between the size of the Project, the type of construction and the quality of construction to achieve a satisfactory solution within budget limitations.

ARTICLE II – BASIC SERVICES OF THE ARCHITECT

- A. Schematic Design Phase:
 - 1. The Architect shall review the program developed with the Client to ascertain the requirements of the Project and shall review the understanding of such requirements with the Client.
 - 2. The Architect shall prepare schematic design studies and site utilization plans leading to a recommended solution for the program together with a general description of the Project for approval by the Client.
 - 3. The Architect shall provide a tentative Project construction cost estimate for the Project to the Client and shall modify the Project and the budget, if needed, after

consultation with the Client.

4. If directed, the preliminary and final working drawings and specifications shall be prepared so the portions of the work of the project may be performed under separate construction contracts, or so that the construction of certain buildings, facilities or other portions of the project may be deferred.
5. Upon approval by the Superintendent, or designee of the schematic design, and tentative budget, Architect shall begin design development phase.

B. Design Development Phase:

1. The Architect shall prepare, from the approved schematic, design development documents consisting of site and floor plans, elevations and other drawings, and shall prepare outline specifications to fix and illustrate the size and character of the entire Project in its essentials as to kinds of materials, type of structure, mechanical and electrical systems, and such other work as may be required.
2. The Architect shall establish a preliminary estimated construction cost estimate subject to revision at the construction document phase.
3. The Architect shall assist the Client in applying for and obtaining required approvals from applicable State agencies.
4. The Architect shall, as part of Basic Services, construct a model of the Project, and other presentation drawings as appropriate for Client's use in presenting the Project to the public.
5. Upon approval by the Superintendent or designee of the design development documents and preliminary estimated budget, Architect shall begin construction document phase, on those portions of the project which are approved by the Client to be included in the initial phase of the project.

C. Construction Document Phase:

1. The Architect shall prepare, from the approved design development documents, working drawings and specifications setting forth in detail and prescribing the work to be done, and the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, electrical service-connected, and site work. The Architect shall also prepare necessary bidding information, general conditions of the contract, and supplementary general conditions of the contract, and shall assist the Client's legal advisor in the drafting of the proposal and contract forms.
2. The Architect shall assist the Client in applying for and obtaining required approvals from applicable state agencies.
3. The Architect shall notify the Client whether or not there is any indicated adjustment in the previous estimates of the Project construction costs arising from market fluctuations or approved changes in scope of requirements, and shall work with Client to modify Project or budget if such is deemed necessary by Client.

4. Upon written approval by the Superintendent or designee of construction document phase documents and products, Architect shall begin construction phase.

D. Construction Phase:

1. The Architect shall reproduce the contract documents in the required number, the expense being borne as provided in Article XIV, A. and B.: and shall assist the Client in obtaining proposals from contractors and in awarding the construction contracts.
2. The Architect shall provide technical direction to a full-time Project inspector employed by and responsible to the Client as required by applicable law. The Architect shall advise inspector and/or contractor in the preparation of a marked set of prints indicating dimensioned location of buried utility lines (record drawings) which shall be forwarded to the Client upon completion of the Project.
3. The Architect will endeavor to secure compliance by contractors with the contract requirements, but he does not guarantee the performance of their contracts.
4. The Architect shall: provide general administration of the construction contracts, including periodic visits at the site as he deems necessary to render architectural observations which is distinguished from the continuous personal inspection of the Project inspector; make regular reports as may be required by applicable State agencies; keep the Client informed of the progress of construction; review schedules and shop drawings for compliance with design; approve substitution of materials, equipment and the laboratory reports thereof; maintain construction accounts (other than Bond Projects); prepare change orders for written approval of the Client; examine contractors' applications for payment; issue certificates for payment in amounts approved by the Architect; provide a color schedule of all materials in the Project for Client's review and approval; determine date of substantial completion; make final inspection of the Project; assemble written guarantees, instruction books, diagrams, and charts required of the contractors; and issue the Architect's certificate of completion and final certificate for payment.
5. Architect shall include record drawings to Client upon issuance of the Architect's certificate of completion.
6. The Architect, as part of his basic professional services, will provide advice to the Client on apparent deficiencies in construction following the acceptance of the work and prior to expiration of the one-year General Construction Contract guarantee period of the Project.

ARTICLE III – EMPLOYEES AND CONSULTANTS

- A. The Architect, in addition to his own employees, as part of the basic professional services, shall employ at his expense structural, mechanical, and electrical engineers, civil and acoustical engineers (as required) and landscape architect (as required),

properly skilled in the various aspects of the design and construction of facilities required.

ARTICLE IV – EXTRA SERVICES OF THE ARCHITECT

- A. The following services, if performed due to unusual circumstances and through no fault or neglect on the part of the Architect, cause the Architect extra expense and shall be paid for by the Client as provided in Article XIII:
1. Plan preparation and/or construction contract administration work on that portion of a project let on a segregated bid basis.
 2. Contract administration of the repair of damage to the Project.
 3. The additional services caused by the delinquency or insolvency of the Contractor.
 4. The preparation of measured drawings of existing structures as authorized by the Client.
 5. If directed by the Client, the employment of special consultants in addition to those listed above.
 6. Providing contract administration services after the construction contract time has been exceeded through no fault of the Architect, where it is determined that the fault is that of the contractor, and liquidated damages are collected there for.
 7. Life cycle costing specific to obtaining extra funds for energy reduction or conservation systems.
 8. Detailed investigation of building elements, closer field observations or additional drafting time of portions of building requiring alteration.
 9. The selection by the Architect at the Client's request of movable furniture, equipment or articles which are not included in the construction contract.

ARTICLE V – THE CLIENT'S RESPONSIBILITIES

- A. The Client shall provide full information as to the requirements and educational program of the Project, including realistic budget limitations and scheduling. The Client agrees to provide timely decisions and information consistent with the Project Schedule, so as not to delay the Architect's progress.
- B. The Client shall furnish, or direct the Architect to procure, at Client's expense, a certified survey of the site, including grades and lines of streets, pavements, and adjoining properties; right-of-way; restrictions, easements, boundaries, and contours of the building site; locations, dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available service and utility lines, both public and private, and required "as-built" information and drawings of buildings to be

renovated or added to.

- C. The Client shall furnish or direct the Architect to procure, at Client's expense, chemical, mechanical, or other tests required for proper design, and borings or test pits necessary for determining subsoil conditions.
- D. The Client shall furnish all inspection services.
- E. The Client shall furnish all legal advice and services required for the Project.
- F. The Client shall notify the Architect of administrative procedures required and name representatives, if any, authorized to act in its behalf. The Client shall review and approve documents submitted by the Architect and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Project. The Client shall observe the procedure of issuing any orders to contractors only through the Architect.
- G. During the contractor's one-year guarantee period, the Client shall notify the Architect in writing of apparent deficiencies in materials and workmanship.

ARTICLE VI – PROJECT CONSTRUCTION COST

- A. Project construction cost as used in the Agreement means the total cost to the Client of all work designed or specified by the Architect, including work covered by change orders and/or alternates, but excluding the following: any payments to Architect or consultants, for costs of inspections, surveys, tests, and sites not included in Project.
- B. When labor or material is furnished by the Client below its market cost, the Project construction cost shall be based upon a mutually agreed upon current market cost of labor and new material.
- C. The Project construction cost shall be a mutually acceptable estimate of construction cost to the client as submitted by the Architect until such time as bids have been received, whereupon it shall be the initial construction contract amount.

ARTICLE VII – ESTIMATES OF PROJECT CONSTRUCTION COST

- A. Estimates referred to in Article II shall be prepared on a square foot basis, or more detailed computation if deemed necessary by the Architect, considering prevailing construction costs and including all work for which bids will be received. It is understood that the Project construction cost is affected by the labor and/or material market as well as other conditions beyond the control of the Architect or Client.
- B. If a Project budget is set forth in Article I or thereafter accepted by the Client, the Architect shall review the estimate at each phase of his services. If such estimates are in excess of the Project budget, the Client shall authorize the Architect to revise the size of the Project scope and the type or quality of construction to come within the budgeted limit.

ARTICLE VIII – ARCHITECT’S COMPENSATION

- A. The Architect agrees to perform professional services provided by the Agreement and the Client agrees to pay the Architect for such services compensation as per the attached fee schedules, which are attached hereto as Appendix A, and are incorporated herein, and other payments and reimbursements as hereinafter provided, and the said compensation applies to work let under single construction contract.
- B. The Client further agrees to pay the Architect compensation for extra services due to unusual circumstance provided by Article IV as follows:
 - 1. Each portion of the Project let separately on a segregated bid basis shall be considered a separate project for purposes of determining the fee.
 - 2. One hundred ten percent (110%) of the direct billing of consultants.
 - 3. Detailed investigation of building elements, closer field observation or additional drafting time of portions of buildings requiring alterations.
 - 4. 2% of the cost of furnishings, equipment or other articles incorporated in the construction documents and not included in the construction contract.
 - 5. For services of the Architect paid on an hourly rate, the attached schedule of rates shall apply (Appendix B). The schedule of rates shall be subject to renegotiation on an annual basis.
- C. Reimbursement at cost shall be paid to the Architect for:
 - 1. Reproductions of drawings and specifications in excess of the copies provided for by this Agreement.
 - 2. Fees advanced for securing approval of authorities having jurisdiction over the Project.

ARTICLE IX – PAYMENTS TO THE ARCHITECT

- A. Payments on account of the agreed compensation in Article VIII shall be:
 - 1. Schematic Design Phase: 10% of total compensation based upon the tentative estimated Project construction cost.
 - a. Billings shall be monthly or lump sum, in arrears, up to 10% of the total compensation, based upon work completed.
 - 2. Design Development Phase: Increase to 25% of total compensation based upon the preliminary estimated Project construction cost.
 - a. Billings shall be monthly or lump sum, in arrears, up to 25% of total compensation based upon work completed.

3. Construction Documents Phase:

- a. Construction Documents 100% complete, ready for review by applicable public agencies— increase to 60% of the total compensation based upon the estimated Project construction cost. Progress billings shall be monthly, in arrears, up to 60% of total compensation, based on work completed.
- b. Construction documents approved by the Division of The State Architect, increase fee to 75% of the total compensation based upon the estimated Project construction cost.

4. Construction Phase:

- a. On all or that portion of the Project for which documents have been reproduced and bids received, increase to 80% of total compensation adjusted to the accepted bid price.
- b. Subsequent billings shall be submitted monthly, in arrears, in proportion to the amount of work certified complete.
- c. Construction complete and accepted by Client - increase to 98% of the total compensation, based upon the contract price.
- d. Closeout complete and accepted by Client - increase to 100% when all work listed in Article II, D,4 and 5 is complete and DSA-6A/E form (Final Verified Report) is submitted to the Division of the State Architect, notwithstanding the Architect's services during the guarantee period as provided by Article II, D,6.

B. Payments in event of the following circumstances shall be:

- 1. Deferred Bids: If upon approval by the Division of The State Architect, the bids on all or portion of the Project are received and accepted within one year from date of said approval, the compensation shall be adjusted to conform to the acceptable bid. If bids are received after one year from date of approval, the compensation shall not be subject to adjustment as heretofore noted, and the payment during the Construction Phase shall be the remaining percentage of the compensation based upon the accepted construction contract, as otherwise provided in this agreement.
- 2. Delayed Completion or Liquidated Damages: The Architect's compensation shall be paid at the time and in the amounts noted notwithstanding a delay in completion of the Project or the reduction in the final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the construction contractor.

C. Timing of payments for extra services provided under Article IV, and specified in Article VIII shall be:

- 1. Direct Personnel Expense: Monthly, in arrears, as services are rendered and expenses incurred.

- D. Reimbursement for fees and other expenses shall be made to the Architect as incurred.

ARTICLE X – TERMINATION OF AGREEMENT

- A. This Agreement may be terminated by either party upon 30 days written notice to the other party in the event of a substantial failure of performance by such other party; or if the Client should decide to abandon or indefinitely postpone the Project.
- B. In the event of such termination, the Client shall pay to the Architect as full payment for all services performed and all expenses incurred under this agreement an amount the sum total of which bears the same ratio to the total fee otherwise payable under this Agreement as the services actually rendered hereunder by the Architect bear to the total services necessary for the full performance of this Agreement, plus any sums due the Architect for extra services described under Article VIII, b. and c. herein. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the Client or in the possession of the Architect. Notwithstanding any termination of this Agreement or notice thereof, questions in dispute may be submitted to arbitration as provided in Article XVII.
- C. If, upon payment of the amount required to be paid under this Article following the termination of this Agreement, the Client thereafter should determine to complete the original Project or substantially the same Project, the Client for such purpose shall have the right of utilizing any completed drawings, specifications, estimates and other completed contract document prepared under this Agreement by the Architect who shall make them available to the Client upon request without additional compensation.

ARTICLE XI – TIME SCHEDULE

Upon request, the Architect will prepare for the Client an estimated time schedule necessary to complete contract documents, barring delays caused by conditions beyond control of the Architect.

ARTICLE XII – ACCOUNTING RECORDS OF THE ARCHITECT

Records of the Architect's Direct Personnel and Reimbursable Expense pertaining to the extra services of this Project and records of accounts between the Client and Contractor shall be kept on a generally recognized accounting basis and shall be available to the Client or authorized representative at mutually convenient times.

ARTICLE XIII – INSURANCE TO BE CARRIED BY ARCHITECT

- A. Worker's Compensation Insurance:
 - 1. The Architect shall carry worker's compensation insurance with an insurance carrier satisfactory to the District for all persons whom they may employ in

carrying out the Work contemplated under this Agreement in accordance with the Worker's Compensation Laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time.

B. Public Liability and Property Damage Insurance:

1. The Architect shall carry public liability and property damage insurance coverage to protect the Architect against loss from liability imposed for damages (1) on account of bodily or personal injuries, including death, accidentally suffered or alleged to have been suffered by any person or persons that may be caused directly or indirectly by the performance of this Agreement, and (2) on account or injury to or destruction of property, including the resultant loss of use of the Project or other District Facilities or equipment, resulting from acts of commission or omission by the Architect, or otherwise resulting directly or indirectly from the Architect's operations in the performance of this Agreement. The District shall be named as an additional insured on all such policies.
2. This insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any time extensions. The comprehensive general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than the following: commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than one million dollars (\$1,000,000) general aggregate, one million dollars (\$1,000,000) personal and advertising injury aggregate, with a per occurrence limit of one million dollars (\$1,000,000); automobile liability insurance covering motor vehicles shall be in an amount not less than one million dollars (\$1,000,000) combined single limit.

C. Errors and Omissions Insurance:

1. Prior to the commencement of services under this Agreement, the Architect shall furnish to the District satisfactory proof that the Architect has, for the period covered by this Agreement, errors and omissions insurance with limits of at least \$1,000,000 (One Million Dollars), with a deductible in an amount not to exceed \$25,000 (Twenty Five Thousand Dollars). Each of the Architect's professional sub-consultants (including consultants of Architect's) shall comply with this Article, and Architect shall include such provisions in its contracts with them.

ARTICLE XIV – REPRODUCTION OF DOCUMENTS

- A. The Architect shall provide, at no expense to the Client and in the number required, the preliminary plans and construction documents for the review and approval of the Client and applicable State agencies.
- B. The Architect shall provide copies of the construction documents for bidding and construction purpose, the expense of which shall be borne by the Client.

ARTICLE XV – OWNERSHIP OF DOCUMENTS

The plans, specifications, and estimates shall be and remain the property of the Client, pursuant to Section 39119 of the Education Code.

ARTICLE XVI – RE-USE OF DOCUMENTS

- A. In the event the Client ever desires, and it is mutually considered feasible, to erect all or part of another Project which would be essentially identical to the Project which is the subject of this Agreement, and Architect agrees to:
1. Re-use his design and the corresponding contract documents;
 2. Prepare such modifications as may be dictated by topography, soils conditions, utility services, existing construction and similar conditions;
 3. Perform as far as applicable all of the services provided by this agreement.
 4. Compensation for rendering the foregoing services shall be in the amount agreed upon by Client and Architect prior to commencement of work, and shall form the basis of a separate agreement.

ARTICLE XVII – ARBITRATION

- A. Questions in dispute under this agreement upon mutual agreement of Client and Architect may be submitted to arbitration at the election of both parties. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association insofar as the same are not in conflict with the laws of the State of California.
- B. If either party petitions to confirm, correct, or vacate the award as provided by Chapter 4 of Title 9 of the Code of Civil Procedure (commencing with section 1285), the prevailing party shall be entitled as part of his or its costs to a reasonable attorney's fee to be fixed by the court.

ARTICLE XVIII – SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement shall be binding upon the Client and its successors and upon the Architect, his partners, successors, executors, and administrators. Neither this Agreement, nor any monies due or to become due thereunder may be assigned by the Architect without the consent and approval of the Client.

ARTICLE XIX – INDEMNITY

Architect shall indemnify, defend and save harmless District, the Governing Board of District, each member of the Board, and their officers, agents and employees from all claims of any kind arising out of and to the extent caused by the willful misconduct or negligent acts, errors, or omissions of the Architect and Architect's agents or employees in the performance of this

Agreement, but excluding liability resulting from the sole negligence or intentional and willful misconduct of the District. This indemnification obligation is not limited in any way or by any limitation on the amount or type of damages or compensation payable to the Architect or its agents and employees under workers' compensation acts, disability benefits acts, or other employees, benefits acts. This indemnification obligation survives the performance of architectural services under this Agreement or any termination under the provisions of this Agreement except as specifically stated in this Agreement.

ARTICLE XX – ADDITIONAL PROVISIONS

- A. The following amendments and/or additions shall be made a part of this Agreement and shall be given effect notwithstanding any other provisions contained herein:
1. The Architect does not guarantee the estimate of cost based on the final approved drawings and specifications except that, should the lowest bona fide bid, exclusive of any deductive alternates, obtained within ninety days from date of approval of the plans and specifications by the said Division of The State Architect exceed such estimate by more than ten percent (10%), the Architect will revise the drawings and specifications to meet the approved estimate as the District may direct, without cost to the District; in the event said bid shall exceed such estimate by less than ten percent (10%) or if such revisions are required after the above date the District will pay the Architect the actual cost of required revisions.
 2. The Architect shall not perform or receive any payment for extra cost services as delineated in Article VIII (B) and Article IX, of this contract without specific prior written approval of the Superintendent or designee.
 3. Environmental Impact Reports or similar studies are not included in this contract, and if required, will be the responsibility of the Client.
 4. Architect's compensation as shown in Section VIII (A) shall be based upon the initial construction contract cost, increased by the dollar amounts of all approved contract change order items, whether additive or deductive, with the exception of items resulting from errors and omissions on the part of the Architect.
 5. No warranty, express or implied, can be made concerning compliance of design or construction with the requirements of the Americans with Disabilities Act of 1990. The architect will use his best professional efforts to comply with the Americans with Disabilities Act.
 6. Architect shall be familiar with and comply with all laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project.
 7. The architect is an independent contractor; the architect will maintain all documents for at least three years after the completion of the project; any litigation arising out of the contract will be pursued in Placer County, California; the provisions of the contract are severable; there will be no discrimination in the employment of persons who work on the project; the architect is an independent

contractor; and the architect will abide by the fingerprinting requirements of the District if there is any possibility of contact with students.

- 8. The architect will not specify or allow the use of any products containing asbestos in the construction project.

The Client and Architect hereby agree to the full performance of the covenants contained herein.

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

CALIFORNIA DESIGN WEST ARCHITECTS, INC.

By: Mitchell A. McAllister
Title: President

Date

ROCKLIN UNIFIED SCHOOL DISTRICT

By:
Title:

Date

APPENDIX A

MODERNIZATION ARCHITECT'S FEE SCHEDULE

1. Twelve percent (12%) of the first Five Hundred Thousand Dollars (\$500,000) of computed cost.
2. Eleven and one-half percent (11.5%) of the next Five Hundred Thousand Dollars (\$500,000) of computed cost.
3. Eleven percent (11%) of the next One Million Dollars (\$1,000,000) of computed cost.
4. Ten percent (10%) of the next Four Million Dollars (\$4,000,000) of computed cost.
5. Nine percent (9%) of the next Four Million Dollars (\$4,000,000) of computed cost.

NEW CONSTRUCTION ARCHITECT'S FEE SCHEDULE

1. Nine percent (9%) of the first five hundred thousand dollars (\$500,000.00).
2. Eight and one-half percent (8.5%) of the next five hundred thousand dollars (\$500,000.00).
3. Eight percent (8%) of the next one million dollars (\$1,000,000.00).
4. Seven percent (7%) of the next four million dollars (\$4,000,000.00).
5. Six percent (6%) of the next four million dollars (\$4,000,000.00).
6. Five percent (5%) of the amount over ten million dollars (\$10,000,000.00).

Computed cost: The total award from the initial construction contract(s), plus the cost of all approved additive contract change orders with the exception of items resulting from errors and omissions on the part of the Architect.

APPENDIX B

ARCHITECT'S HOURLY RATE SCHEDULE

PRINCIPALS	\$120.00 PER HOUR
PROJECT ARCHITECT	\$100.00 PER HOUR
JOB CAPTAIN	\$85.00 PER HOUR
DRAFTSMAN	\$70.00 PER HOUR
CLERICAL	\$60.00 PER HOUR

ROCKLIN UNIFIED SCHOOL DISTRICT
BOARD AGENDA BRIEFING

SUBJECT: Approve the 2014-15 Career Technical Education (CTE) Advisory Committee

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

Career Technical Education is comprised of at least one program of study that involves a multiyear sequence of courses that integrates core academic knowledge with technical and occupational knowledge to provide students with a pathway to postsecondary education and careers.

Education Code Section 8070 requires the governing board of each school district participating in a career technical education program to appoint a career technical education advisory committee to develop recommendations on the program and to provide liaison between the district and potential employers. The committee shall consist of one or more representatives of the general public knowledgeable about the disadvantaged, students, teachers, business, industry, school administration, and the field office of the Department of Employment Development. This committee meets annually. To better represent the community, two new members have been added; Martin Flowers and Morgan Budd (Whitney High School student).

Status:

Staff requests that the Board approve the 2014-15 CTE Advisory Committee.

Presenter:

Martin Flowers, Director Secondary Programs and School Leadership

Financial Impact:

Current year: None
Future Year: None
Funding Source: None

Material/Films:

None

Other People Who Might Be Present:

Jordan White, Coordinator of State and Federal Programs

Allotment of Time:

Check one of the following: Consent Calendar Action Item Information Item

Packet Information Item:

A copy of the 2014-15 CTE Advisory Committee Membership List

Recommendation:

Administration recommends approval of the 2014-15 CTE Advisory Committee.

**Rocklin Unified School District 2014-15
Career Technical Education Plan (CTE) - - Committee Members**

Rocklin Unified Reps

Jordan White
Coordinator State & Federal Programs

Marty Flowers
*Director of Secondary Programs
and School Leadership*

Debra Hawkins
Principal, Whitney High School

Mary Jo Edmondson
*District WEE Coordinator
Rocklin & Whitney High Schools*

Dan Frank
*RHS, Teacher
Engineering Support and Tech*

Kirsten Gideon-Parker
*WHS Teacher
Graphics & Webmaster*

Rocklin Unified Student Reps

Morgan Budd
WHS CTE Student

Business/Industry Reps

Sheryl Ryder
*PCOE, Executive Director 49er ROP, Auburn, CA 95603
530-889-5964, sryder@placercocoe.k12.ca.us*

Paula Stephan
*PCOE, Coordinator III 49er ROP, Auburn, CA 95603
530-745-1390, pstephan@placercocoe.k12.ca.us*

Sarah Damerow
*Golden Sierra, CA EDD
(916) 746-7722 x108, Damerow@goldensierra.com*

Lisa and Randy Peters
*Business/Industry Rep
Restaurant /Catering Owners- Rocklin
916-726-2339, lisa@randypeterscatering.com*

Phil Pattengale
*Engineering Professor, Sierra College
916-660-7993, ppattengale@sierracollege.edu*

Connie Raynor
*Tech Prep Coordinator, Sierra College
916- 660-7484, craynor@sierracollege.edu*

Rachelle Smith
*College Career Advisor, Sierra College
530—320-6347, rsmithcel@gmail.com*

Liz Honeycutt
*Community Outreach Coordinator, SRMC/SAFH, Sutter Health
916-781-1215, Honeycl@sutterhealth.org*

Tim Gillespie
*Dir of Teacher Ed, William Jessup Univ
916-577-2279, tgillespie@jessup.edu*

Chuck Sproat
*Employ Manager, Thunder Valley
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Bonnie Gore
*Public Affairs, Kaiser Hospital
916-474-2019, Bonnie.m.gore@kp.org*

Claire Stroope
*Oracle, Senior Mgr, Americas
916-315-5331, Claire.stroope@oracle.com*

Dr. Suresh Vadhva
*Sac State, Dean of Engineering
916-278-6127, vadhva@ecs.csus.edu*

Dr. Leo Liu
*UC Davis, Dept of Mechanical Engineering
lxqliu@ucdavis.edu*

Omeed Momeni
*UC Davis
omomeni@ucdavis.edu*

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Spring View Middle School Overnight Field Trip to Fort Bragg, California

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

The 7th grade class at Spring View Middle School would like to attend the Pacific Environment Educational Camp in Fort Bragg, California. We will travel to Fort Bragg, California on March 23, 2015 and return on March 27, 2015. While at the Pacific Environment Educational Camp students will participate in activities that address the 7th grade common core standards.

Status:

Staff is requesting approval for Spring View Middle School's 7th grade field trip to Fort Bragg, California for approximately 60 students and 10 adult chaperones. The trip is scheduled for March 23 – 27, 2015.

Presenter(s):

Elisabeth A. Davidson, Principal

Financial Impact:

Current year: \$280 per student
Future years: NA
Funding source: Fundraising, parent/student contribution, donations and scholarships

Materials/Films:

None

Other People Who Might Be Present:

Katherine Axiak, 7th Grade Teacher

Allotment of Time:

Check one of the following: Consent Calendar Action Item Information Item

Packet Information:

None

Recommendation:

Staff is requesting Board approval of the overnight field trip described above.

Submitted by: Katherine M. Axiak **Date:** 16 December 2014

Approved by Site Administrator: [Signature] **Date:** 12/16/14

Approved by Superintendent or Designee: [Signature] **Date:** 12/22/14

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Spring View Middle School Overnight Field Trip to Heritage Festival, Anaheim, California

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

The 7th and 8th grade Honor Band, Jazz Band, and Orchestra classes at Spring View Middle School would like to participate in the Heritage Festival at Anaheim, California. We will travel to Anaheim, California on April 10, 2015 and return on April 13, 2015. While at the Heritage Festival, Honor Band, Jazz Band, and Orchestra students will be performing at the Heritage Festival, a nationally recognized adjudicated event.

Status:

Staff is requesting approval for Spring View Middle School's 7th and 8th grade Music Department's field trip to the Heritage Festival in Anaheim, California for approximately 90 students, and 10 adults' chaperones. The trip is scheduled for April 10 – April 13, 2015.

Presenter(s):

Elisabeth A. Davidson, Principal

Financial Impact:

Current year: \$550.00 per student
Future years: NA
Funding source: Fundraising, parent/student contributions, donations, scholarships

Materials/Films:

None

Other People Who Might Be Present:

Thomas Douglass, 7th and 8th grade Music Teacher

Allotment of Time:

Check one of the following: Consent Calendar Action Item Information Item

Packet Information:

None

Recommendation:

Staff is requesting Board approval of the overnight field trip described above.

Submitted by:  _____

Date: 12/16/14

Approved by Site Administrator:  _____

Date: 12/14/14

Approved by Superintendent or Designee:  _____

Date: 12/22/14

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Rocklin Independent Charter Academy, Marin Headlands Overnight Field Trip

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

The 9th grade classes at Rocklin Independent Charter Academy (RICA) would like to participate in a Science Camp at the Marin Headlands in Marin, CA. We will travel to the Marin Headlands on April 6, 2015 and return on April 8, 2015. While at the Marin Headlands students will participate in engaging curriculum revolving around the Earth Science standards (specifically changing ecology issues)

Status:

Staff is requesting approval for RICA's 9th grade field trip to the Marin Headlands for approximately 12 students, and 2 adult chaperones. Specific staff accompanying students will be teacher Darren Baham and Program Specialist Charlotte Klinock. The trip is scheduled for April 6, 2015 through April 8, 2015.

Presenter(s):

Charlotte Klinock, Program Specialist.

Financial Impact:

Current year: \$261 per student
Future years: NA
Funding source: Parent/student contributions, scholarships, grants

Materials/Films:

None

Other People Who Might Be Present:

Darren Baham, teacher

Allotment of Time:

Check one of the following: Consent Calendar Action Item Information Item

Packet Information:

None

Recommendation:

Staff is requesting Board approval of the overnight field trip described above.

Submitted by: Charlotte Klinock **Date:** 1-6-15 *Charlotte Kl.*
Approved by Site Administrator: Mark Williams **Date:** 1-8-15 *Mark William*
Approved by Superintendent or Designee: [Signature] **Date:** 1/8/2015

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Proposed Revision to Board Meeting Schedule

DEPARTMENT: Office of the Superintendent

Background: At the December 11, 2014, Board meeting, Trustees directed the Superintendent to prepare options for the Board to consider regarding reducing the number of Board meetings each month. Trustees discussed the previous history of the District which met in regular session once a month. Trustees also discussed the impact on District staff time spent in preparation for Board meetings.

Status:

The Superintendent and Executive Cabinet reviewed timelines for required Board actions such as budget/LCAP adoption, approval of required financial reports, personnel action timelines in education code and the opportunity to receive direction from the Board at critical times throughout the year.

Presenter: Roger Stock

Financial Impact:

Current year: n/a
Future years: n/a
Funding source: n/a

Materials/Films:

Other People Who Might Be Present:

Allotment of Time:

Check one of the following: Consent Calendar Action Item Information Item

Packet Information:

Draft Revised 2014-2015 Board Meeting Schedule
Draft 2015-2016 Board Meeting Schedule

Recommendation:

DRAFT
ROCKLIN UNIFIED SCHOOL DISTRICT
2014-15 Board of Trustees Regular Meetings

Board Approved: June 11, 2014



July 16, 2014	January 21, 2015
August 6, 2014	February 4, 2015
August 20, 2014	February 18, 2015
September 3, 2014	March 4, 2015
September 17, 2014	March 18, 2015
October 1, 2014	April 15, 2015
October 15, 2014	May 6, 2015
November 5, 2014	May 20, 2015
November 19, 2014	June 10, 2015*
December 11, 2014	June 24, 2015*
January 7, 2015	

Board Meetings will not be held on the following dates:

- July 2, 2014 Summer Break
- December 17, 2014 California School Boards Association Annual Conference
- April 1, 2015 Spring Break
- June 2015 *Moved to June 10 and June 24 due to Graduation Ceremonies and Budget Public Hearing/Adoption

All meetings are held in the
RUSD District Office - Board Room
2615 Sierra Meadows Drive Rocklin, CA 95677 (7:00 p.m.)

DRAFT
ROCKLIN UNIFIED SCHOOL DISTRICT
2015-16 Board of Trustees Regular Meetings

Board Approved: _____



July 15, 2015	February 3, 2016
August 5, 2015	March 2, 2016
September 2, 2015	March 16, 2016
September 16, 2015	April 20, 2016
October 21, 2015	May 4, 2016
November 18, 2015	May 18, 2016
December 9, 2015*	June 8, 2016*
January 20, 2016	June 22, 2016*

* December 2015 meeting will be held the 2nd week of the month to allow Board of Trustees to attend California School Boards Association Annual Conference Dec 3/4/5.

* June 2016 meetings will be held the 2nd and 4th weeks of the month due to graduation ceremonies and Budget Public Hearing/Adoption.

All meetings are held in the
RUSD District Office - Board Room
2615 Sierra Meadows Drive Rocklin, CA 95677 (7:00 p.m.)

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Adopt Resolution 14-15-09 Calling on the Legislature and the Governor to Repeal Sections 26 and 27 of SB 858 - Local Reserves Cap

DEPARTMENT: Office of the Deputy Superintendent, Business & Operations

Background:

On June 20, 2014, the Governor signed into law SB 858 which requires school districts to spend their assigned and unassigned fund balances down to no more than two times the minimum level of the statutory reserve for economic uncertainties for the district (6% for Rocklin USD) in the fiscal year following the fiscal year in which the State of California makes a payment of any amount to the Public School System Stabilization Account.

Most financial problems are really multiyear problems and not one-time. Reserves are one-time funds – once used, they are not replaced except by purposeful action of the district. Therefore, reserves can be used to carry a district through a year of financial problems until the district can make enough cuts in its budget to address the ongoing financial issues.

Over the past 20 years, school district reserves have averaged just over 11%; SB 858 caps reserves at about half that amount. SB 858 specifies a “one size fits all” reserve that fits no one.

The California Department of Education (CDE) once opined that an adequate reserve would be at least two months of expenses; that implies a reserve level of about 17%. The Government Finance Officers Association recommends two months of regular general fund operating expenditures as a minimum unrestricted fund balance regardless of size of the government.

Compounding the impact of risk SB 858 puts districts in, is the fact that the State reclassified many formerly restricted funds to unrestricted, under the Tier system during the recession and now the Local Control Funding Formula funding model. So now ending balances that previously would have been excluded from the reserve percentage calculation are now included. For example, instructional materials, deferred maintenance, GATE, school safety and violence prevention, school and library improvement program ending balances are now reported as unrestricted and subject to the SB 858 reserve cap. In addition, SB 858 requires the inclusion of assigned fund balances in the maximum reserves calculation. Previously, the minimum 3% reserve for economic uncertainty was calculated on unassigned fund balance only, excluding, restricted and assigned fund balances.

“For the first time in 40 years, local boards are being given control of local resources. At the same time, they are being told they cannot determine the amount of reserves needed in their districts; politics is clearly standing in the way of public policy.” This language was added to the 2014-15 Budget Act in the final throws of the State Budget negotiations with no input from school districts or county offices of education.

Status:

Staff, California School Board Association, and the school business community at large, believe that an adequate reserve is one that provides a buffer that ensures that any unexpected downturn does not result in immediate reductions to student programs, rollbacks of employee compensation, layoff of employees, or the need for an emergency loan from the state.

Each district's board of trustees should determine the level of reserves that the district needs, based on individual circumstances... cash flow needs, declining enrollment, curriculum adoptions, major expenditures, increasing pension costs, unforeseen economic downturns etc.

Therefore, the State Legislature should take action immediately to repeal the reserve cap in SB 858.

Presenter: Barbara Patterson

Financial Impact:

Current year: N/A

Future years:

Funding source:

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

Check one of the following: Consent Calendar Action Item Information Item

Packet Information:

A copy of Resolution No. 14-15-09 is included in your packet.

Recommendation:

Staff recommends approval of Resolution No. 14-15-09 calling on the Legislature and the Governor to Repeal Sections 26 and 27 of SB 858 - Local Reserves Cap.

**RESOLUTION 14-15-09
BEFORE THE BOARD OF TRUSTEES OF THE
ROCKLIN UNIFIED SCHOOL DISTRICT**

**In the Matter of: A RESOLUTION AGAINST
THE LOCAL RESERVES CAP SB 858,
SECTIONS 26 & 27 OF CA EDUCATION CODE
42127 and 42127.01 (Rev. 09.22.14)**

WHEREAS, School district governing boards have the obligation to provide a quality education that is essential for an informed citizenry, a competitive economy, a fulfilling life for all students, and the foundation of our democratic society; and

WHEREAS, School district governing boards are responsible for maintaining fiscal solvency of the school systems they govern; and

WHEREAS, The Local Control Funding Formula (LCFF), based on the principle of subsidiarity, provides governing boards, working with interested stakeholders, with the authority to prioritize funds in order to provide quality education for all students, especially those who are English learners, from low income households and who are Foster Youth; and

WHEREAS, Funds for crucial services for school operations, such as payroll, classroom materials, school construction projects, technology, home-to-school transportation, deferred maintenance, etc. often require successful ongoing cash-flow management and disciplined planning, including the creation and maintenance of prudent financial reserves; and

WHEREAS, School district reserve levels, as well as their fund balances, are determined by governing boards to meet local priorities and allow districts to save for potential future expected and unexpected expenditures and for eventual economic downturns; and

WHEREAS, community funded schools (Basic Aid Districts) receive funds only twice a year and must rely on adequate reserves to manage cash flow for normal daily operations and for future purchases and unforeseen events; and

WHEREAS, the statutory minimum for school district reserves for economic uncertainties ranges from 1 to 5 percent, depending on district enrollment, and covers between one to five weeks of payroll, or less than 20 days of total cash flow; and

WHEREAS, Prudent budgeting raises expectations for school districts to establish and maintain reserves above the statutory minimum; and

WHEREAS, the Board of Trustees of the Rocklin Unified School District (District) currently maintains a combined assigned and unassigned reserve of approximately 11% for purposes of adopting new common core curriculum, collective bargaining settlements, LCFF contingency, and meeting cash flow needs while reducing the dependence on short term TRANs to allow the district to make payroll etc. during the next economic downturn and when the revenues from Proposition 30 begin to sunset; and

WHEREAS, On June 20, 2014, the Governor signed into law SB 858 (Committee on Budget and Fiscal Review, Chapter 32, Statutes of 2014), now embodied in California Education Codes 42127 and 42127.01; and

WHEREAS, SB 858, Sec. 26 Education Code 42127(a)(2)(B), requires a school district that proposes to adopt or revise a budget that includes a combined assigned or unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties (3% for RUSD), to provide at a public hearing for public review and discussion the following:

- (1) The minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget.
- (2) The combined assigned and unassigned ending fund balances that are in excess of the minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget.
- (3) A statement of reasons that substantiates the need for an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties for each fiscal year that the school district identifies an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties, as identified pursuant to clause (2); and

WHEREAS, SB 858, Sec.26 Education Code 42127(a)(2)(C) requires the governing board of a school district to include the information required pursuant to subparagraph (B) in its budgetary submission each time it files an adopted or revised budget with the county superintendent of schools. The information required pursuant to subparagraph (B) shall be maintained and made available for public review; and

WHEREAS, SB 858, Sec. 27 Education Code 42127.01, became operative with the passage of Proposition 2 on the November 2014 state ballot, and will require school districts to spend their assigned and unassigned account balances down to no more than two times the minimum level of the statutory reserve for economic uncertainties for the District in the fiscal year following the fiscal year in which the State of California makes a payment of any amount to the Public School System Stabilization Account; and

WHEREAS, Under SB 858 this provision, a deposit by the State of California of even \$1 to the Public School System Stabilization Account would result in school districts throughout California having to spend down billions of dollars in their reserves and ending balances; and

WHEREAS, It could take many years for the State of California to build up an adequate Public School System Stabilization Account; yet, in one year, school districts would be forced to spend down their reserves and ending balances to levels that could jeopardize fiscal solvency; and

WHEREAS, The LCFF is not fully implemented, many school districts are still funded below their 2007-08 levels, and districts cannot survive another downturn without fiscally responsible reserves; now, therefore, be it

Resolved, That the Board of Trustees of the Rocklin Unified School District calls upon the Legislature and the Governor to repeal the language contained in Sections 26 and 27 of SB 858 (Chapter 32, Statutes of 2014) now in Education Code 42127 and 42127.01 immediately.

The above RESOLUTION was duly adopted by the Board of Trustees of the Rocklin Unified School District at a regular meeting held on the 21st day of January 2015 by the following vote on roll call:

AYES:

NOES:

ABSENT:

Signed and approved by me after its passage.

President, Board of Trustees

ATTEST:

Clerk, Board of Trustees

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Contract with Public School Works
DEPARTMENT: Office of the Assistant Superintendent – Human Resources

Background:

Every school district is required to train employees on a variety of topics, depending on job duties and job class. Beginning with the 2014-15 school year, participation in this program is required in order to receive Schools Insurance Groups' (SIG) Safety Credits. Our District has been presenting in-person mandated trainings for staff and these are scheduled either in the district's board room or site locations. Many of these trainings require presenters that are certified to train that particular course or videos must be shown depending on the training.

Status:

The Human Resources and Technology Services offices along with support from SIG has sought out computer-based training alternatives to increase efficiency, improve accountability by tracking trainings and reduce costs.

This recommendation is aligned with District Strategic Plan Strategy 3, "continuously build individual and organizational capacity, and seek additional resources and partnerships to fulfill our mission"; as well as activated Action Plan 3.2, "create and implement a plan for blended professional development". This will assist the District to remain compliant with revised laws and trainings to ensure completion and monitoring in a timely basis. Examples of trainings to be utilized are, but not limited to: Sexual Harassment Prevention for supervisory employees, Bloodborne Pathogens, Child Abuse Reporting, and Harassment Prevention for all employees. Once implemented, staff may utilize a menu of optional trainings available in the areas of risk management and Injury, Illness, and Prevention. The Human Resources Department is presenting a contract with Public School Works for their Employee Safe Suite which will replace our current methods and processes for training staff for Board review.

Presenter:

Colleen Slattery, Assistant Superintendent of Human Resources

Financial Impact:

Current year: \$ 8,716.00 (Implementation Fee to be paid by SIG)
\$12,745.00 (Annual License Fee to be paid by SIG through Safety Credits)
Future years: \$21,637.00 (Annual License Fee beginning December 2016 to be paid by District –
equivalent to Safety Credit dollars received from SIG)
Funding source: General Fund; reimbursed by Safety Credit dollars

Materials/Films:

None

Other People Who Might Be Present:

Mike Fury, Chief Technology Officer

Allotment of Time:

Check one of the following: Consent Calendar Action Item Information Item

Packet Information:

A copy of the proposed contract describing the services to be provided is included in your packet.

Recommendation:

Staff recommends approval of the contract with Public School Works for computer-based mandated trainings.



SERVICES AGREEMENT

1. Introduction

- 1.1 *Parties.* This Services Agreement (“Agreement”) is made as of December 10, 2014 (“Effective Date”) between WORKS International, Inc. (“WORKS”), a Delaware corporation, having its principal place of business at 2010 Madison Road, Cincinnati, Ohio 45208, and Rocklin Unified School District (“Customer”), having its principal place of business at 2615 Sierra Meadows Dr., Rocklin, CA 95677.
- 1.2 *Recitals.* WORKS is in the business of developing, marketing, and providing a comprehensive, automated, Web-based safety and regulatory compliance program designed especially for public schools. Customer wishes to obtain from WORKS the right to use WORKS’ compliance program. WORKS is willing to grant such a right. Therefore, WORKS and Customer, intending to be legally bound, agree to the terms and conditions set forth in this Agreement.

2. Services

- 2.1 *Selected Services.* WORKS will provide the services described in the proposal attached as Attachment C (“Services”) to Customer. These proprietary services are designed to assist Customer in various areas of business operations and to enhance its capacity to provide its services. Some of the Services may be provided via third parties under contract with WORKS.
- 2.2 *License.* Subject to Customer’s compliance with the terms of this Agreement, and in consideration of Customer’s payment of the applicable fees, WORKS hereby grants Customer a personal, nonexclusive, and nontransferable license to use the Services in support of the internal needs and activities of Customer and as additionally described in Attachment A, subject to any use, user, and quantity limitations specified in this Agreement or any attachment to this Agreement. This license shall terminate upon the termination of this Agreement.
- 2.3 *Availability.* WORKS will take all commercially reasonable steps to keep the Services operating smoothly and efficiently. However, since the Services operate using computer equipment, computer software programs, telecommunications services, and the Internet, WORKS shall not be responsible for delays or service interruptions attributable to causes beyond its reasonable control, including, without limitation, limitations on the availability of telephone transmission lines and facilities, failures of other communications equipment, Internet access delays or failures, failures on the part of any third party, failures or deficiencies of Customer’s equipment, or Customer’s failure to meet its responsibilities under this Agreement. WORKS will maintain adequate back-up arrangements and equipment in order to maintain Customer’s data stored on or through the Web site in the event of the failure of any of WORKS’ equipment. Services interruptions for maintenance and system upgrades will be scheduled, to the extent reasonably practicable, to minimize interference with Customer’s daytime business activities. For unscheduled Services interruptions that adversely impact Customer’s utilization of the Services attributable to causes within WORKS’ reasonable control, as WORKS’ sole obligation and Customer’s exclusive remedy, Customer shall receive a credit equal to 1/8760th of the then-applicable annual license fees for each full hour that the Services are not available to Customer.
- 2.4 *Other Services.* At Customer’s request, WORKS shall provide professional services and any other services on a time and expenses basis at its then-current standard rates.

3. Responsibilities of Customer

Customer is responsible, at its own expense, for (a) procuring, installing, and maintaining computer equipment and computer software programs, including, but not limited to, those listed in Attachment A, at its premises compatible with and as necessary to use the Services, (b) obtaining access to the Internet, (c) downloading and installing any necessary plug-ins, (d) determining whether the Services will achieve the results desired by Customer, (e) determining the accuracy and suitability for Customer of all data and content it uploads to and downloads from the Services, (f) adopting reasonable measures to limit Customer's exposure to potential losses and damages from use, nonuse, errors, or omissions of or in the Services, or the results thereof, including, without limitation, examining and confirming data and content prior to use and providing for the identification and correction of errors and omissions, (g) data integrity and any necessary conversion of its data to the format required by the Services, and (h) maintaining the compatibility of third-party supplied software and equipment with the Services.

4. Fees and Payment

4.1 *Fees.* Customer shall pay WORKS the applicable fees set forth in Attachment B beginning with the Effective Date. WORKS may change the fees as of the anniversary date of the Effective Date upon 60 days' prior written notice to Customer.

4.2 *Expenses.* Customer shall pay all pre-approved out-of-pocket expenses incurred by WORKS on Customer's behalf in connection with this Agreement.

4.3 *Invoices and Payment.* WORKS shall invoice Customer for the fees and expenses due under this Agreement. Customer shall pay all amounts due under this Agreement, except those disputed in good faith, to WORKS upon receipt of the invoice from WORKS. Customer shall pay a monthly service charge of 1½% on all such amounts not paid within 30 days of the invoice date. Customer shall reimburse WORKS for all reasonable costs of collection of past due amounts, including, but not limited to, attorney fees and collection agency costs.

5. Proprietary Rights and Confidentiality

5.1 *Copyrighted Works.* Customer acknowledges that the software components of the Services, including, associated report formats, screen displays, menu features, and all derivative works (collectively, "Software") and the written materials and other content provided as part of the Services (collectively, "Materials") constitute copyrighted works protected by federal and international copyright laws and are owned by WORKS or its licensors. The Software, Materials, and all copies, versions, and derivative works of the Software and Materials shall remain the sole property of WORKS and/or its licensors. Customer shall not permit any personnel to remove any proprietary or restrictive notices contained or included in the Software or Materials, and Customer shall not permit any personnel to copy or modify the Software or Materials, except as specifically authorized by this Agreement. Customer may copy and adapt the Materials for its own internal use, provided all such copies and adaptations include WORKS' proprietary and restrictive notices. In addition, Customer may copy and disclose the Materials to the limited extent necessary for it to comply with any applicable public records laws or regulations.

5.2 *Restrictions.* Customer further acknowledges that the Software and Materials are commercially valuable proprietary products belonging to WORKS and/or its licensors, the design and development of which have involved the expenditure of substantial amounts of money over a long period of time, and which afford WORKS and its licensors a commercial advantage over its competitors. Customer understands

that loss of this competitive advantage due to any unauthorized copying or downloading or use of the Software or the Materials would cause substantial damage to WORKS and its licensors. Customer shall not decompile or otherwise reverse engineer or decode the Software. Customer shall not disclose the results of any benchmark tests run on the Software, without the prior written approval of WORKS. Customer shall not undertake, directly or indirectly, any action or omission that may in any way lead to the unauthorized dissemination, reproduction, or use of the Software or the Materials. Customer may allow certain third parties access to the Services when such parties require access in order for Customer to use the Services as contemplated by this Agreement. Other than as permitted by the foregoing sentence and in Attachment A, Customer may not allow access to the Services by any entity without the prior written consent of WORKS.

- 5.3 *Ownership.* The Software and Materials and all copies, versions, and derivative works of the Software and Materials made by or on behalf of Customer are and shall remain the sole property of WORKS or its licensors. Any modifications to the Software, including all associated intellectual property rights, made or provided by WORKS pursuant to this Agreement, whether alone or with any contribution by Customer, shall be owned exclusively by WORKS or its licensors. To the extent that Customer may acquire any right or interest in the modifications by operation of law, Customer irrevocably assigns all such right and interest exclusively to WORKS. Customer shall take any action and execute any documents reasonably necessary and sufficient to give effect to the provisions of the foregoing.
- 5.4 *Export Restrictions.* Customer shall not export the Services, the Software, the Materials, or any direct product thereof, directly or indirectly, in violation of the export laws and regulations of the United States of America.
- 5.5 *Student and Staff Records.* WORKS acknowledges that it may create, receive from or on behalf of Customer or Customer authorized parties, or have access to records or record systems that are subject to certain federal, state, and local laws and regulations (such records collectively, "Records"). WORKS shall maintain the confidentiality of the Records. WORKS shall not be liable for any unauthorized or inappropriate disclosure of confidential student or staff information disclosed by Customer. WORKS may disclose confidential student or staff information when required by law to do so or when authorized by Customer to make such a disclosure.
- 5.6 *Survival.* Customer's obligations under this Section 5 shall survive termination of this Agreement, except, with respect to non-trade secret confidential information, to the extent that applicable law mandates survivability for a limited duration, in which case the obligations shall survive for three years following termination of this Agreement. Customer acknowledges that a breach of its obligations under this Section 5 may cause irreparable harm to WORKS and/or its licensors for which monetary damages would be inadequate. WORKS and/or its licensors will be entitled to injunctive relief for any such breaches, threatened or actual, in addition to any other remedies that may be available at law or in equity.

6. Warranties

- 6.1 *Authority.* Each party warrants that it has the full authority, right, and power to enter into and perform its obligations under this Agreement. Each party warrants that its entering and performing this Agreement does not conflict with any other agreement to which it is a party, or any law or regulation of any applicable governmental authority.
- 6.2 *Performance.* WORKS warrants that it has the right to grant the rights granted to Customer under this Agreement. WORKS warrants that the Services will be of professional quality conforming to the

applicable generally accepted industry standards. As WORKS' sole obligation and Customer's exclusive remedy, in the event of any material failure to meet such standards, WORKS shall make all reasonable efforts to correct any such failure. Due to the unique circumstances of Customer, WORKS does not warrant that the Services or Materials are accurate with respect to the regulations applicable to Customer or will meet Customer's particular requirements. Customer is solely responsible for (a) the proper use of the Services; (b) the content and accuracy of all reports and documents prepared in whole or in part by using the Services; and (c) ensuring that Customer is in compliance with all applicable laws and regulations. Customer acknowledges that it does not rely on WORKS or the Services for any advice or guidance regarding compliance with laws and regulations.

6.3 *Disclaimer.* EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WORKS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER. WORKS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF TITLE, ACCURACY OF DATA, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR FROM USAGE OF TRADE.

7. **Indemnities and Liabilities**

7.1 *Indemnification by Customer.* Except to the extent prohibited by law, Customer shall indemnify and hold WORKS and its licensors harmless from and against all claims, liabilities, damages, and expenses, including court costs and reasonable attorney fees, arising out of or in any manner connected with (a) Customer's use of the Services; (b) Customer's operation of its business and the safety of its workplace; (c) Customer's acts and omissions; (d) claims of users whom Customer allows to access the Services, and (e) as to this Agreement, any breach of its obligations under Section 5 above.

7.2 *Indemnification by WORKS.* WORKS shall indemnify and hold Customer harmless from and against all claims, liabilities, damages, and expenses, including court costs and reasonable attorney fees, arising out of or in any manner connected with WORKS' operation of its business or the safety of its workplace and, as to this Agreement, any breach of its obligations under Section 5 above. The limitation set forth in Paragraph 7.3 below shall not apply to claims under this Paragraph 7.2.

7.3 *Limitation of Liability.* The total liability of WORKS and its licensors for all claims, whether in contract, tort, or otherwise, arising out of, connected with, or resulting from the Services or any other thing under this Agreement, shall not exceed the amounts paid by Customer to WORKS under this Agreement during the 12 months immediately preceding the claim.

7.4 *Exclusion of Liability.* WORKS SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY ANY ERRORS OR OMISSIONS IN ANY DATA, CONTENT, OR OTHER INFORMATION PROVIDED THROUGH THE SERVICES OR BY DELAYS IN OR INTERRUPTIONS OF ACCESS TO WORKS' WEB SITE. IN NO EVENT SHALL WORKS, ITS LICENSORS, SUPPLIERS, OR SUBCONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUE, OR LOST SAVINGS, DAMAGES ARISING OUT OF THE ACTS OR OMISSIONS OF CUSTOMER EMPLOYEES, THIRD-PARTY CLAIMS BASED ON CUSTOMER ACTS OR OMISSIONS, OR PENALTIES OR CITATIONS AGAINST CUSTOMER OR ANY AFFILIATE OF CUSTOMER, EVEN IF WORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.5 *Survival.* The obligations under this Section 7 shall survive termination of this Agreement.

8. Term and Termination

8.1 *Term.* This Agreement shall commence on the Effective Date and continue for the term specified as the Term of Service in Attachment B. Thereafter, this Agreement shall automatically renew for successive renewal terms of 12 months each, unless and until this Agreement is otherwise terminated in accordance with this Agreement.

8.2 *Termination for Convenience.* Either party may terminate this Agreement as of the end of any term upon 30 days' prior written notice to the other.

8.3 *Termination for Adverse Status.* Either party may terminate this Agreement upon 30 days' prior written notice to the other party, if the other party ceases to carry on operations as contemplated by this Agreement, makes an assignment for the benefit of creditors, is adjudged bankrupt or insolvent, has a receiver appointed over its assets, or becomes subject to any similar action in consequence of debt.

8.4 *Termination for Default.* Failure by either party to comply with any material term or condition of this Agreement shall constitute default. The nondefaulting party shall be entitled to give written notice to the defaulting party requiring it to cure the default. The notice shall include a detailed description of the act or omission that constitutes default. If the defaulting party has not cured the default within 30 days after receipt of the notice, the nondefaulting party may terminate this Agreement by giving written notice to take effect upon receipt. If the default, by its nature, cannot be effectively cured, the nondefaulting party may terminate this Agreement immediately upon written notice to the defaulting party. The right to terminate this Agreement is in addition to any other rights and remedies provided under this Agreement or otherwise under law.

8.5 *Additional Rights.* In addition to the rights set forth in this Agreement, if Customer fails to pay any fees or charges due under this Agreement, except those disputed in good faith, for 60 days, or fails to carry out any other material obligation under this Agreement, WORKS may, at its option, terminate Customer's access to the Services and/or suspend Customer's access to the Services, upon ten days' prior written notice to Customer. Unless this Agreement is terminated pursuant to the above, upon Customer curing the default, WORKS shall reinstate any terminated access to the Services and resume any suspended access to the Services.

8.6 *Effect of Termination.* No termination of this Agreement shall release Customer from any obligation to pay WORKS any amount that has accrued or becomes payable at or prior to the date of termination. Within ten days after the effective date of any termination, Customer shall return to WORKS or destroy the Materials and all materials or media, including any information, records, and materials developed on the basis of any WORKS confidential information. No termination or suspension of access to the Services shall release Customer from any obligation to pay WORKS any fees due under this Agreement. Customer shall not be entitled to any refund of any amounts paid to WORKS as a result of a termination based on Customer's default. Upon termination of this Agreement and upon payment of all amounts due from Customer under this Agreement, Customer and WORKS shall determine the appropriate data retention and destruction strategies based on both the Customer's and legal retention requirements effective at that time. Customer shall pay WORKS' then-current standard rates for WORKS' work to destroy, retain and/or format, prepare, and deliver Customer's data to Customer.

9. Miscellaneous

- 9.1 *Nonsolicitation.* Each party shall refrain from soliciting for employment or employing, directly or indirectly, without the consent of the other party, any employee, consultant, or subcontractor of the other until 12 months have elapsed following termination of this Agreement, or until 12 months have elapsed following termination of the employment of the employee, consultant, or subcontractor, whichever occurs first.
- 9.2 *Assignment.* Neither party may assign or otherwise transfer this Agreement or any rights or obligations under this Agreement to any third party without the prior written consent of the other party, except that this Agreement may be transferred to a successor to all or substantially all of the assets and business of the transferring party. Consent shall not be unreasonably withheld. Subject to the restriction on transfer set forth in this Paragraph 9.2, this Agreement shall be binding upon and shall inure to the benefit of the parties' successors and assigns.
- 9.3 *Excused Performance.* Neither party shall be liable for any delay in or failure of performance (excluding failure to make payments required by this Agreement) resulting from any cause or condition beyond its reasonable control, whether foreseeable or not.
- 9.4 *Waiver.* The failure of either party to act upon any right, remedy, or breach of this Agreement shall not constitute a waiver of that or any other right, remedy, or breach. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- 9.5 *Notices.* Unless provided otherwise in this Agreement, any notice required or permitted under this Agreement shall be personally delivered, or sent by telefax, courier, express or overnight delivery service, or by certified mail, postage prepaid, return receipt requested, to the address set forth in Paragraph 1.1 above, or to such other address as shall be advised by any party to the other in writing. Notices shall be effective as of the date of receipt.
- 9.6 *Third-Party Beneficiaries.* For the limited purpose of enforcing the obligations under Section 5 above, WORKS' licensors, suppliers, and subcontractors shall be third-party beneficiaries under this Agreement.
- 9.7 *Dispute Resolution.* Any claim or controversy arising out of or relating to this Agreement, including any anticipatory breach or disagreement as to interpretation of this Agreement, that is not resolved by the parties themselves or through mediation, shall be settled by binding arbitration in the Sacramento, California area, administered in accordance with the American Arbitration Association's Commercial Arbitration Rules, including its Optional Rules for Emergency Measures of Protection. The arbitrator(s) shall decide all discovery issues. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Neither party nor the arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. All fees and expenses of the arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs, except that the prevailing party shall be entitled to an award of reasonable attorney's fees.
- 9.8 *Governing Law.* This Agreement and any claim arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws principles.
- 9.9 *Provisions Severable.* The provisions of this Agreement are severable. If any provision is held to be invalid, unenforceable, or void, the remaining provisions shall not as a result be invalidated.



9.10 *Entire Agreement.* This Agreement, together with the attachments, constitutes the entire agreement and understanding between the parties relating to the object and scope of this Agreement. Any representation, statement, or warranty not expressly contained in this Agreement shall not be enforceable by the parties. This Agreement may not be amended except by a writing that specifically references this Agreement and is signed by authorized representatives of the parties.

Rocklin Unified School District

WORKS International, Inc.

By: _____
(Signature)

By: _____
(Signature)

Roger Stock
(Name Typed or Printed)

Tom Strasburger
(Name Typed or Printed)

Superintendent
(Title)

Vice President
(Title)

(Date)

(Date)



ATTACHMENT A

ADDITIONAL INFORMATION

1. Software Needed to Use Services

PublicSchoolWORKS is designed and built to operate on a wide variety of hardware and operating systems. However, the following software and associated versions (or higher) are suggested to experience the full potential of PublicSchoolWORKS.

All of the following software is available free of charge and can be obtained by any user/employee through either the provider's website or through links embedded in PublicSchoolWORKS.

a. To access PublicSchoolWORKS Software:

- Internet Explorer 9
- Firefox
- Safari

The following Internet browsers will work, but some PublicSchoolWORKS content may not be presented consistently (i.e., certain technologies are required to properly display some content):

- Google Chrome
- AOL

b. To obtain printable versions of certain documents:

- Adobe Acrobat 5

c. To view certain online training courses:

- Adobe Flash Player 11

2. Additional Use of Services

If Customer acquires the EmployeeSafe Suite Services under this Agreement, Customer may use EZmaint, Preventive Maintenance, and ITassist Services at no additional charge under the terms of this Agreement.

If Customer acquires Compliance Manager, Hazard Reporting, Staff Safety Reporting Systems, EZmaint, or ITassist under this Agreement, Customer may use such Services to manage the work of third-party service providers.

Online training is available to Customer employees only, unless otherwise provided in this Agreement.

To the extent that the additional uses described above allow use of any components of Services, including the Software, for or by third parties, Customer shall require all such third parties to abide by the license restrictions and confidentiality provisions set out in this Agreement. Customer hereby guarantees the compliance of such third parties with the terms of this Agreement and shall be fully liable for any and all noncompliance by such third parties.



ATTACHMENT B

TERM OF SERVICES AND FEES

TERM OF SERVICES 3 year(s)

ANNUAL LICENSE FEES							Fee
EmployeeSafe Suite	<u>21.90</u>	\$ per FTE	x	<u>988</u>	FTEs	=	<u>\$ 21,637</u>
StudentWatch Suite		\$ per Student	x		Students	=	<u>NA</u>
Total Annual License Fees							<u>\$ 21,637</u>

ONE-TIME FEES

Professional Implementation & Support Services							<u>\$ 8,716</u>
Total One-Time Fees							<u>\$ 8,716</u>

In an effort to experience the EmployeeSafe Suite, PSW will waive the annual license fee in the first two years and spread the implementation cost over the first two years. The EmployeeSafe Suite annual license fee will be billed in year three and subsequent years for the term of the agreement.

2014/2015 (December 2014) TOTAL COST - charge implementation fee							<u>\$ 8,716</u>
2015/2016 (December 2015) TOTAL COST - charge annual license fee							<u>\$ 12,745</u>
2016/2017 (December 2016) AND SUBSEQUENT YEARS FOR THE TERM OF THE TOTAL COST - charge license annual license fee							<u>\$ 21,637</u>



ATTACHMENT C

SERVICES

EmployeeSafeSM Suite (Integrated staff safety & regulatory compliance programs)
Includes complete programs to implement, manage and sustain a comprehensive safety compliance program.

EMPLOYEESAFE SUITE

Staff Training

- Staff training management, notification, tracking, documentation & auto-reporting system
 1. Auto-emails staff training notices & reminders for each training season
 2. Auto-reporting system emails training reports to key administrators
 3. Top Industry Authors ensures content includes school, safety, HR and other qualified experts
 4. Eliminates administrator and staff time, effort and liability associated with staff training
 5. Training Scheduler to assign courses by occupation, site, department and whenever is appropriate
 6. Course Time Tracking (CEU / PDU) tracks rated and actual time for completion
 7. Post-Accident Staff Retraining System (integrated w/ Accident Management System)
 8. SafetyCulture Staff Awareness Program (integrated with Compliance Task Management System)
 9. Automates staff sign-off on board policies, procedures, and handbooks
 10. Staff training for crisis plans, board policies, employee handbooks and more
 11. 24/7 phone access to customer and technical support
- 400+ online safety and compliance courses
 1. Children's Internet Protection Act (CIPA) Catalog
 2. Emergency Management Catalog
 3. First Aid Equipment & Supplies Catalog
 4. Food Safety Catalog
 5. Hazard Assessments Catalog
 6. Human Resources & Employment Law Catalog
 7. Operations Safety Catalog
 8. Personal Productivity Catalog
 9. Safe Work Practices & Job Procedures Catalog
 10. School Nurse Safety Catalog
 11. State-specific Custom Catalog (developed per state)
 12. Student Behavior, Intervention & Support Catalog
 13. Student Safety, Wellness & Social Responsibility Catalog
 14. The WORKS "How-to" Catalog (training for use with other PublicSchoolWORKS programs)
 15. Workplace Safety & Regulatory Compliance Catalog
- Custom Course Development Tools
 1. District-specific Custom Catalog
 2. Board Policies Training Manager
 3. Board Policies Catalog
- Compliance Requirements – Fully Compliant and Provided by PublicSchoolWORKS
 1. Phone access to a knowledgeable safety & compliance specialist
 2. Written Safety Plans (Customer provided or PublicSchoolWORKS Models and delivered by PSW)

Accident Management System

- Automated staff accident and exposure reporting & management system
- Auto-completed claim form; lost-time & claims manager; auto-communication with workers' comp.
- Notification, tracking and management of accident investigations and witness reports
- Investigator may use attachment feature to record and upload pictures and other pertinent information
- Assigns, notifies and tracks staff retraining following incidents
- Provides safety committees division-wide & school trend reports to manage prevention
- Integrated staff near-miss incident reporting & management system
- Integrated with training for auto or manual Post Incident Retraining assignments
- 24-7-365 phone access to system access and technical support

Safety Task Management System (non-training requirements)

- Systems, tools and content needed to complete non-training safety and compliance issues
- Auto-notifies, tracks & documents all non-training safety compliance tasks
- Manages employee & vendor tasks letting them know what to do and when.
- Administration is auto-alerted only when tasks are not completed
- Custom development tool for creating, assigning, tracking & documenting recurring tasks
- Managed library of prepared, non-training compliance tasks
- 24-7-365 phone access for staff to report completing safety and compliance tasks

MSDS Now! - Bronze

- 24-7-365 online access to 4.5 million+ MSDSs
- 24-7-365 phone access to chemical safety specialists (multi language)
- 24-7-365 phone access to chemical spill management specialists (multi language)
- 24-7-365 phone access to chemical exposure & poison control - for humans (multi language)
- 24-7-365 phone access to chemical exposure & poison control - for pets (multi language)
- Encourages staff safety while working with chemicals
- May eliminate the requirement for MSDS binders and the hours needed to keep current!
- Minimizes reading and language barriers
- Master MSDS binder for top 500 chemicals

Staff Confidential Reporting System

- Automated online system for staff to confidentially report sexual misconduct, and other concerns
- Auto-notifies key division employees of concerns via email
- Minimizes administrator and staff time, effort and liability associated with resolving staff concerns
- Tracks and documents confidential report resolution
- Provides division-wide and school trend reports

Pest Sighting Reporting System

- Automated online reporting of pests or signs of pests
- Auto-notifies key division employees of pests or pest sightings via email
- Auto-communicates status to report initiator
- Attachment feature for uploading images to make it quick and easy to resolve the issue
- Exposes pest issues before they become costly problems
- Tracks and documents report resolution
- Provides division-wide and school trend reports

Near-Miss Reporting System

- Automated online reporting of employee near-miss incidents
- Auto-notifies key division employees of near-misses via email
- Auto-communicates status to report initiator
- Attachment feature for uploading images to make it quick and easy to resolve the issue
- Exposes safety issues before they become costly workers' compensation or liability accidents
- Tracks and documents report resolution
- Provides division-wide and school trend reports

Safety Suggestion / Hazard Reporting System

- Automated online reporting of employee near-miss incidents
- Auto-notifies key division employees of near-misses via email
- Auto-communicates status to report initiator
- Attachment feature for uploading images to make it quick and easy to resolve the issue
- Exposes safety issues before they become costly workers' compensation or liability accidents
- Tracks and documents report resolution
- Provides division-wide and school trend reports



PRICING PLAN

STAFF & STUDENT SAFETY SYSTEM OPTIONS

EMPLOYEESAFE SUITE (pricing based on 988 staff)

Annual license fee: includes all EmployeeSafe Suite systems noted above **\$ 21,637**

One-time implementation fee **\$ 8,716**

SCHOOLS INSURANCE GROUP - EMPLOYEESAFE SUITE SPECIAL PROGRAM

PSW is extending the SIG pricing program to its member districts. The implementation fee will be billed to SIG in the first year and the annual license will be billed to the district as noted below with the final license fee billed in year 3 and in subsequent years.

December 2014

EmployeeSafe Suite - charge implementation fee **\$ 8,716**

December 2015

EmployeeSafe Suite - charge annual license fee **\$ 12,745**

December 2016 and subsequent years

EmployeeSafe Suite - charge annual license fee **\$ 21,637**

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Administrative Regulation (AR)
AR 4115 Evaluation/Supervision

DEPARTMENT: Office of the Assistant Superintendent – Human Resources

Background:

District departments update Board Policy (BP) and Administrative Regulations (AR) as advised by California School Board Association (CSBA). Revisions, updates, deletions and additions are the result of legislation to change Education Code, Government Code, and Civil Code. Note: 4100 series relates to Certificated Personnel, 4200 series relates to Classified Personnel, and 4300 series relates to Administrative and Supervisory Personnel.

Status:

AR 4115 Evaluation/Supervision (existing AR Policy)

Mandated policy updated to include evaluation criteria formerly in AR since establishing criteria is a responsibility of the Board. Policy also revised to emphasize consistency of evaluation procedures with employee contracts and collective bargaining agreements.

After noting changes and input recommended by the Board at the January 7, 2015 meeting, staff has made revisions to AR 4115, regarding the frequency of evaluations.

Staff has included a copy of the Rocklin Teachers Professional Association (RTPA) contract Article XII Evaluations for your reference.

Presenter(s):

Colleen Slattery

Financial Impact:

Current year: N/A
Future years: N/A
Funding source: N/A

Material/Films:

None

Other People Who Might Be Present:

None

Allotment of Time: [] Consent Calendar [X] Action Item [] Information Item

Packet Information Item:

AR 4115 Evaluation/Supervision and RTPA contract Article XII Evaluations

Recommendation:

Staff is recommending approval of the revision to AR 4115 Evaluation/Supervision.

Rocklin USD

Administrative Regulation

Evaluation/Supervision

AR 4115
Personnel

Evaluation of certificated employees shall be conducted in accordance with the procedures established in this administrative regulation and applicable collective bargaining agreements. To the extent that any of those provisions conflict, the procedures in the collective bargaining agreement shall be implemented.

(cf. 4141/4241 - Collective Bargaining Agreement)

The Superintendent or designee shall print and make available to certificated employees written regulations related to the evaluation of their performance in their assigned duties. (Education Code 35171)

(cf. 4100 - Certificated Personnel)
(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4112.9 - Employee Notifications)

Certificated staff shall receive information regarding the district's evaluation criteria and procedures upon employment with the district and whenever the criteria are revised.

(cf. 4112.21 - Interns)
(cf. 4131.1 - Beginning Teacher Support/Induction)
(cf. 4315.1 - Staff Evaluating Teachers)

Frequency of Evaluations

Each probationary certificated employee shall be evaluated at least once each school year. (Education Code 44664)

(cf. 4116 - Probationary/Permanent Status)
(cf. 4117.6 - Decision Not to Rehire)

Alternatively, if the evaluator and employee agree, a permanent employee shall be evaluated at least every three years provided he/she has been employed by the district at least 10 years, was rated in his/her previous evaluation as exceeding standards, and meets the qualifications of a highly qualified teacher as defined in 20 USC 7801, if his/her position requires such qualifications. Either the evaluator or the employee may withdraw consent for the alternative schedule at any time.

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

In addition, probationary teachers shall be formally observed and given constructive feedback at least once each semester and more often when necessary, as part of the evaluation process. Within three school days of each formal observation, a conference shall be held between the evaluator and the probationary teacher.

The performance of each certificated employee with permanent status shall be evaluated and assessed on a continuing basis as follows: (Education Code 44664)

1. At least every other year
2. At least every three years if all of the following conditions are met:
 - a. The employee has been employed by the district at least 10 years.
 - b. The employee meets the qualifications of a highly qualified teacher as defined in 20 USC 7801 of the federal No Child Left Behind Act, if 20 USC 6319 requires that his/her position be filled by a highly qualified teacher.
 - c. The employee's previous evaluation rated him/her as meeting or exceeding standards and evaluator recommends placing employee on a three-year cycle.
 - d. The evaluator and the employee agree to this schedule. Either the evaluator or the employee may withdraw consent at any time.

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

3. Annually, if the permanent employee has received an unsatisfactory evaluation until he/she receives a satisfactory evaluation or is separated from the district

(cf. 4117.4 - Dismissal)

Evaluation CriteriaResults

Certificated instructional employees shall receive a written copy of their evaluation no later than 30 days before the last scheduled school day of the school year in which the evaluation takes place. Before the last scheduled school day of the school year, the employee and the evaluator shall meet to discuss the evaluation. (Education Code 44663)

Noninstructional certificated staff members employed on a 12-month basis shall receive a copy of their evaluation no later than June 30 of the year in which the evaluation takes place. Before July 30, the employee and the evaluator shall meet to discuss the evaluation. (Education Code 44663)

Instructional and noninstructional certificated employees shall have the right to respond in writing to their evaluation. This response shall become a permanent attachment to the employee's

personnel file. (Education Code 44663)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

Evaluations shall include recommendations, if necessary, as to areas in need of improvement in the employee's performance. If an employee is not performing satisfactorily according to teaching standards approved by the Governing Board pursuant to Education Code 44662, the Superintendent or designee shall so notify the employee in writing and shall describe the unsatisfactory performance. The Superintendent or designee shall confer with the employee, make specific recommendations as to areas needing improvement, and endeavor to provide assistance to the employee in his/her performance. (Education Code 44664)

The Superintendent or designee shall assess the performance of certificated instructional staff as it reasonably relates to the following criteria: (Education Code 44662)

1. Students' progress toward district standards of expected achievement for their grade level in each area of study and, if applicable, towards the state-adopted content standards as measured by state-adopted criterion-referenced assessments

(cf. 6011 - Academic Standards)

(cf. 6162.5 - Student Assessment)

2. The instructional techniques and strategies used by the employee

3. The employee's adherence to curricular objectives

4. The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities

The evaluation of certificated employee performance shall not include the use of publishers' norms established by standardized tests. (Education Code 44662)

Noninstructional certificated employees shall be evaluated on their performance in fulfilling their defined job responsibilities. (Education Code 44662)

Evaluation Results

Certificated instructional employees shall receive a written copy of their evaluation no later than 30 days before the last scheduled school day of the school year in which the evaluation takes place. Before the last scheduled school day of the school year, the employee and the evaluator shall meet to discuss the evaluation. (Education Code 44663)

Noninstructional certificated staff members employed on a 12-month basis shall receive a copy of their evaluation no later than June 30 of the year in which the evaluation takes place. Before July 30, the employee and the evaluator shall meet to discuss the evaluation. (Education Code 44663)

Instructional and noninstructional certificated employees shall have the right to respond in writing to their evaluation. This response shall become a permanent attachment to the employee's personnel file. (Education Code 44663)

(cf. 4112.6 /4212.6/4312.6 - Personnel Files)

Evaluations shall include recommendations, if necessary, as to areas in need of improvement in the employee's performance. If an employee is not performing satisfactorily according to teaching standards approved by the Board of Trustees pursuant to Education Code 44662, the Superintendent or designee shall so notify the employee in writing and describe the unsatisfactory performance. The Superintendent or designee shall confer with the employee, make specific recommendations as to areas needing improvement, and endeavor to provide assistance to the employee in his/her performance. (Education Code 44664)

Any certificated employee who receives an unsatisfactory rating in the area of teaching methods or instruction shall participate in the district's peer assistance and review program. (Education Code 44662, 44664)

(cf. 4139 - Peer Assistance and Review)

The Superintendent or designee may require any certificated employee who receives an unsatisfactory rating in the area of teaching methods or instruction to participate in a program designed to improve appropriate areas of performance and to further student achievement and the district's instructional objectives. (Education Code 44664)

(cf. 4131 - Staff Development)

(cf. 4138 - Mentor Teachers)

(cf. 4131.1 - Teacher Support and Guidance)

Qualifications of Evaluators

The Superintendent or designee shall assign the principal or other appropriate supervisory personnel to evaluate certificated staff. He/she shall ensure that the evaluator:

1. Possesses a valid administrative credential
2. Is competent in the instructional methodologies used by the teachers being evaluated
3. Is skilled in the supervision of instruction and in techniques and procedures related to the evaluation of instruction
4. Is familiar with district curriculum priorities and practices, district standards for student progress, and district policies and procedures related to personnel supervision, performance evaluation, and staff development

Regulation ROCKLIN UNIFIED SCHOOL DISTRICT
approved: ___December 17, 2008 ___Rocklin, California
revised: January 21, 2015 Rocklin, California

ARTICLE XII
EVALUATIONS

1. It is understood and agreed by the parties that their principal objective is to maintain or improve the quality of education in the District. It is further understood and agreed that this objective can be more readily achieved by the manifest willingness on the part of the District to assist all employees in improving their professional skills.
2. Evaluation Procedure (See Appendix "B.")
 - (a) Every probationary employee shall be formally evaluated by the site administrator, in writing, at least once each school year based on at least two formal observations but not more than four unless mutually agreed otherwise, with informal observations taking place as needed.
 - (b) Every permanent employee with less than ten years of teaching experience shall be formally evaluated by the site administrator, in writing, at least once every other school year, with informal observations taking place as needed. Teachers with at least ten years of teaching experience in the District will be formally evaluated in writing at least once every third year, with informal observations taken place as needed, based on the determination of their immediate evaluator.
 - (c) Evaluation Sequence
 - 1) A general conference and staff orientation shall be held prior to September 30.
 - 2) A goal-setting conference between the evaluator and the employee shall be held prior to the end of November.
 - 3) Pre-observation conference: Prior to the formal observation, the evaluator and the employee shall meet and mutually agree to the elements, including goals and objectives, upon which the evaluation is to be based; however, no aspect of the educational program over which the teacher has no authority or responsibility shall be included.
 - 4) The formal observation(s) shall be arranged by the evaluator and the employee at least two (2) working days in advance of the observation.
 - 5) The post-observation conference shall be held within five (5) working days following the formal observation.
 - 6) Informal observations may be held at the discretion of the evaluator with appropriate conferences as needed any time during the year.

- 7) **Summary Evaluation:** Except for probationary employee, each formal evaluation shall be based upon at least one (1) observation, lasting a minimum of twenty (20) minutes or a maximum of one (1) hours. A Summary Evaluation shall be delivered to the employee at least thirty (30) calendar days prior to the last day of school.
 - 8) A Summary Evaluation conference shall be held prior to the last day of school in which the evaluator and the employee shall review what is incorporated in the written evaluation.
 - 9) The evaluatee may request, at any time, an additional formal observation by an evaluator mutually agreed upon.
- (d) The evaluator shall delineate a positive course of action to help correct any cited deficiencies. The employee will cooperate in working to improve such cited deficiencies. The evaluator's action may include specific recommendations for improvement, direct assistance in implementing such recommendations, and reasonable release time as determined by the site administrator for the employee to visit and observe other similar classes.
 - (e) The evaluation instrument in Appendix "B" shall be used in all evaluations of employees.

ROCKLIN UNIFIED SCHOOL DISTRICT
BOARD AGENDA BRIEFING

SUBJECT: Revised Board Policy 6172 and Administrative Regulation 6172
Gifted and Talented Education Program

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

District departments update Board Policy (BP) and Administrative Regulations (AR) as advised by California School Board Association (CSBA). Revisions, updates, deletions and additions are the result of Assembly or Senate Bills, Education Code, Government Code, and Civil Code.

Status:

BP/AR 6172 Gifted And Talented Education Program (GATE)

Assembly Bill 97 eliminated categorical funding and requirements for specialized instructional programs. Districts may determine which of these programs to retain and continue; RUSD has chosen to continue offering the GATE program for eligible students based on space availability. Applicable policies and regulations have been updated to reiterate and define specific components of the program related to student qualification requirements based on evaluation/assessments, space availability, and the differing types of educational opportunities.

Presenter(s):

Deborah Sigman, Deputy Superintendent Educational Services

Financial Impact:

Current year: N/A
Future Year: N/A
Funding Source: N/A

Material/Films:

None

Other People Who Might Present:

Jordan White, Coordinator of State and Federal Programs

Allotment of Time: [] Consent Calendar [X] Action Item [] Information Item

Packet Information Item:

BP/AR 6172 Gifted and Talented Education Program

Recommendation:

Staff recommends approval of RUSD board policy and administration regulation revisions.

Rocklin USD

Board Policy

Gifted and Talented ~~Student~~ Education Program

BP 6172

Instruction

The Board of Trustees believes that all students deserve an education that challenges them to meet-reach their full potential. The Board shall provide gifted and talented students ~~in grades K-12~~ with opportunities for learning commensurate with their particular abilities and talents.

(cf. 0200 - Goals for the School District)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 0420.1 - School-Based Program Coordination)

(cf. 6000 - Concepts and Roles)

~~The Board shall approve a district plan for gifted and talented education (GATE) which meets criteria established by the State Board of Education for program approval~~

The Superintendent or designee shall identify students for the district's gifted and talented education (GATE) program on the basis of demonstrated or potential intellectual development, consistently high achievement levels, and academic ability in particular subject area(s).

The Superintendent or designee shall provide all eligible students, including economically disadvantaged students, English learners, and students of varying cultural backgrounds with opportunities, as appropriate and available, to participate in the GATE program.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6174 - Education for English Language Learners)

The district's GATE program shall be designed to provide articulated learning experiences across subjects and grade levels and shall be aligned with ~~aligned with and extend~~ the state academic content standards and curriculum frameworks.

(cf. 6011 - Academic Standards)

(cf. 6142.6 - Visual and Performing Arts Education)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6142.93 - Science Instruction)

(cf. 6142.94 - History-Social Science Instruction)

(cf. 6178 - Career Technical Education)

Educational opportunities in the district's GATE program may include:

1. Self-contained classes, which are comprised of only GATE students, receive appropriately differentiated activities from the classroom teacher
2. Cluster groupings, in which students are grouped within a classroom setting, receive appropriately differentiated activities from the classroom teacher
3. Acceleration, in which students are placed in grade levels or classes more advanced than those of their chronological age group

(cf. 5123 - Promotion/Acceleration/Retention)

4. Opportunities to attend classes conducted by a college or community college

(cf. 6172.1 - Concurrent Enrollment in College Classes)

5. Advanced Placement classes, International Baccalaureate program, or honors classes

(cf. 6141.5 - Advanced Placement)

6. Supplemental educational activities which augment students' regular educational programs in their regular classrooms and may include the use of advanced materials and/or provide special opportunities from persons other than the regular classroom teacher

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5147 - Staff Development)

As appropriate, the Superintendent or designee may involve certificated staff, students, parents/guardians and community members in the planning, implementation, and evaluation of the GATE program.

(cf. 0500 - Accountability)

(cf. 5121 - Grades/Evaluation of Student achievement)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6162.52 - High School exit Examination)

(cf. 6190 - Evaluation of the Instructional Program)

Instructional Components

~~The district's GATE program may include special day classes, part time groupings, and cluster groupings which shall be planned and organized as an integrated, differentiated learning~~

~~experience within the regular school day. This program may be augmented or supplemented with other differentiated activities related to the core curriculum using such strategies as independent study, acceleration, postsecondary education, and enrichment. (Education Code 52206; 5 CCR 3840)~~

~~(cf. 5123—Promotion/Acceleration/Retention)
(cf. 6141.5—Advanced Placement)
(cf. 6146.11—Alternative Credits Toward Graduation)
(cf. 6158—Independent Study)
(cf. 6172.1—Concurrent Enrollment in College Classes)
(cf. 6176—Weekend/Saturday Classes)
(cf. 6177—Summer School)~~

Legal Reference:

EDUCATION CODE

37223 Weekend classes for mentally gifted minors
41500-41573 Categorical education block grants
48800-48802 Enrollment of gifted students in community college
51740 Instruction by correspondence
51745-51749.3 Independent study programs
52200-52212 Gifted and talented education program
52800-52887 School-Based Program Coordination
64000 Categorical programs included in consolidated application
64001 Single plan for student achievement, consolidated application programs
76000-76002 Enrollment in community college
CODE OF REGULATIONS, TITLE 5
1633 Instruction by correspondence
3820-3870 Gifted and talented education program

Management Resources:

CALIFORNIA ASSOCIATION FOR THE GIFTED PUBLICATIONS
GATE Standards Workbook: A Guide to Design, Improve and Assess Gifted Programs, 2005
Meeting the Standards: A Guide to Developing Services for Gifted Students, 2002
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Gifted and Talented Education Program Resource Guide, rev. 2005
Recommended Standards for Programs for Gifted and Talented Students, rev. 2005
WEB SITES
CSBA: <http://www.csba.org>
California Association for the Gifted: <http://www.cagifted.org>
California Department of Education, Gifted and Talented Education:
<http://www.cde.ca.gov/sp/gt>
Council for Exceptional Children, The Association for the Gifted (CEC-TAG):
<http://www.cectag.org>
National Association for Gifted Children: <http://www.nagc.org>

Policy ROCKLIN UNIFIED SCHOOL DISTRICT

Adopted: December 17, 2008 Rocklin, California

Revised: January 21, 2015

Rocklin USD

Administrative Regulation

Gifted and Talented ~~Student~~-Education Program

AR 6172
Instruction

Program Coordinator~~Definitions~~

The Superintendent may appoint a district program coordinator who has demonstrated experience and knowledge in gifted education to oversee implementation the district's gifted and talented education (GATE) program, including student identification procedures, recordkeeping, and other duties as assigned.

(cf. 4131 - Staff Development)

Identification of Gifted and Talented Students

Students may be recommended for the GATE program by administrators, teachers, counselors, other staff, or parents/guardians. Parent/guardian consent shall be obtained before administering any assessments for the sole purpose of identifying students for this program or for placing a student in the program.

The Superintendent or designee shall identify students for the program based on their demonstrated or potential ability for high performance in categories indented by the Board, as evidenced by any two of the following indicators (one of which must be a GATE Intellectual or Cognitive Ability test - #2 or #3):

1. School, class, and individual student records
2. Individual tests,
3. Group-administered tests
4. State assessments
5. Interviews and questionnaires of teachers, parents/guardians, and others
6. Opinion of professional persons

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6162.5 - Student Assessment)

(cf. 6164.2 - Guidance/Counseling Services)

The Superintendent or designee shall base identification decisions upon the evaluation of pertinent evidence by the principal or designee, a classroom teacher familiar with the student's work, and, when appropriate, a credentialed school psychologist and/or other expert. These persons may review screening, identification, and placement data and shall meet when necessary to resolve any differences in assessment and recommendations.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 6174 - Education for English Language Learners)

A student who transfers into the district shall be considered for the GATE program if he/she was identified as a gifted and talented student in his/her previous district or school or is recommended for the program, and there is space available in the district program.- The Superintendent or designee may verify that the GATE program would be an appropriate placement for the student by examining evidence of the student's abilities based on the criteria above. The final determination of GATE placement is up to the Superintendent or designee. If a student is placed on a wait list for a self-contained classroom, it is up to the Superintendent or designee to determine when an appropriate space is available. Students residing in RUSD attendance boundaries will be given priority in district GATE programs.

Because students who do not initially meet district criteria for the GATE program may become eligible at a later grade level, the district may re-examine student eligibility whenever the district receives a referral or the Superintendent or designee determines it to be in the student's best interest.

~~A gifted and talented student is a student enrolled in a public school who is identified as possessing demonstrated or potential abilities that give evidence of high performance capability in categories selected by the Board of Trustee. (Education Code 52201)~~

~~A highly gifted student is one who has achieved a measured intelligence quotient of 150 or more points on an assessment of intelligence administered by qualified personnel or has demonstrated extraordinary aptitude and achievement in language arts, mathematics, science, or other academic subjects, as evaluated and confirmed by both the student's teacher and principal. Highly gifted students shall generally constitute not more than one percent of the student population. (Education Code 52201)~~

~~A full-time, self-contained class for gifted and talented students consists of one or more classes totaling a minimum school day where each class: (5-CCR 3840)~~

~~1. Is composed of students identified as gifted and talented~~

~~2. Is designed to meet the specific academic needs of gifted and talented students for enriched or~~

~~advanced instruction and is appropriately differentiated from other classes in the same subjects at the school~~

~~3. Is taught by a teacher who has specific preparation, experience, personal attributes, and competencies in the teaching of gifted children~~

~~A part-time grouping is one in which students attend classes or seminars that are organized to provide advanced or enriched subject matter for a part of the school day and those classes are composed of identified gifted and talented students. (5 CCR 3840)~~

~~A cluster grouping is one in which students are grouped within a regular classroom setting and receive appropriately differentiated activities from the regular classroom teacher. (5 CCR 3840)~~

~~Independent study provides additional instructional opportunities supervised by a certificated district employee through special tutors or mentors or through enrollment in correspondence courses specified in Education Code 51740 and 5 CCR 1633. (5 CCR 3840)~~

~~(cf. 6158—Independent Study)~~

~~Acceleration means that students are placed in grades or classes more advanced than those of their chronological age group and may be provided special counseling and/or instruction outside the regular classroom in order to facilitate their advanced work. (5 CCR 3840)~~

~~(cf. 5123—Promotion/Acceleration/Retention)~~

~~Postsecondary education opportunities offer students the opportunity to attend classes conducted by college or community college or to participate in Advanced Placement programs. (5 CCR 3840)~~

~~(cf. 6141.5—Advanced Placement)~~

~~Enrichment activities are supplemental educational activities that augment students' regular educational programs in their regular classrooms. Students use advanced materials and/or receive special opportunities from persons other than the regular classroom teacher. (5 CCR 3840)~~

~~Program Plan~~

~~The Superintendent or designee shall develop a written plan for the district's program which shall include the components specified in 5 CCR 3831 and be designed in accordance with state program standards.~~

~~Identification of Gifted and Talented Students~~

~~Students shall be selected for the program based on their demonstrated or potential ability for high performance in accordance with the categories specified in Education Code 52202 and 5~~

~~CCR 3822.~~

~~Evidence of a student's capability shall include any of the data specified in 5 CCR 3823 and shall consider the economic, linguistic, and cultural characteristics of students' background. (5 CCR 3823)~~

~~(cf. 5121—Grades/Evaluation of Student Achievement)
(cf. 6162.5—Student Assessment)~~

~~The Superintendent or designee shall design methods to seek out and identify gifted and talented students from varying linguistic, economic, and cultural backgrounds and whose extraordinary capacities require special services and programs. (5 CCR 3820)~~

~~(cf. 0410—Nondiscrimination in District Programs and Activities)
(cf. 5145.3—Nondiscrimination/Harassment)
(cf. 6174—Education for English Language Learners)~~

~~Student eligibility to the GATE program is determined by the Rocklin Unified Multiple Criteria for GATE Identification from the District GATE Plan approved by the California Department of Education (see Attachment C in GATE plan). If there is doubt about the student's eligibility or if the parent/guardian requests, the district GATE Identification Committee made up of a principal or designee, a classroom teacher, a credentialed school psychologist, the district GATE Coordinator, and if necessary, a person who has in-depth understanding of the student's linguistic or cultural group shall meet to make the final determination of a student's eligibility.~~

~~The Superintendent or designee may also identify as gifted and talented any student who has transferred from a district in which he/she was identified as a gifted and talented student.~~

~~Written consent shall be secured from a student's parent/guardian before he/she participates in the program. (5 CCR 3831)~~

~~Community College Enrollment~~

~~With parent/guardian consent, a principal may recommend students of any age or grade level for part-time enrollment in community college courses. For any particular grade level, a principal may not recommend for community college summer session attendance more than five percent of the total number of students who completed that grade immediately prior to the time of recommendation unless all of the criteria specified in Education Code 48800 are satisfied. (Education Code 48800)~~

~~The principal may only recommend a student for community college summer session if that student satisfies both of the following conditions: (Education Code 48800)~~

- ~~1. Demonstrates adequate preparation in the discipline to be studied~~

~~2. Exhausts all opportunities to enroll in an equivalent course, if any, at his/her school of attendance~~

~~If a community college course is to be held at a district high school campus, the Board shall define, at a regularly scheduled meeting, the times that the campus will be closed to the general public. (Education Code 76002)~~

~~Special part time students may enroll in up to 11 units per semester, or the equivalent, in a community college. Such students shall receive credit for community college courses that they complete at a level jointly determined appropriate by the Board and community college governing board. (Education Code 48800, 76001)~~

~~Any student's parent/guardian may petition the Board to authorize the student to attend a community college as a special full-time student if he/she believes the student would benefit from advanced scholastic or vocational work that would thereby be available. (Education Code 48800.5)~~

~~If the Board denies a request for special part time or full-time enrollment at a community college for a student who is identified as highly gifted and talented as defined above, the Board shall issue its written recommendation and the reasons for the denial within 60 days. The written recommendation and denial shall be issued at the next regularly scheduled Board meeting that falls at least 30 days after the request has been submitted. (Education Code 48800, 48800.5)~~

Regulation ROCKLIN UNIFIED SCHOOL DISTRICT

Approved: April 5, 2006 Rocklin, California

Revised: January 21, 2015 Rocklin, California

ROCKLIN UNIFIED SCHOOL DISTRICT
BOARD AGENDA BRIEFING

SUBJECT: Governor's Proposed Budget Update
DEPARTMENT: Office of the Deputy Superintendent, Business & Operations

Background:

The Governor presented his budget proposal for 2015-16 on January 10, 2015. Staff attended the School Services of California Inc. workshop on the proposed budget on January 15th.

Status:

Staff will present a review of the Governor's budget proposal.

Presenter: Barbara Patterson

Financial Impact:

Current year: n/a
Future years: Pending action by the legislature and the Governor.
Funding source: n/a

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

Check one of the following: Consent Calendar Action Item Information Item

Packet Information:

Information will be presented at the Board Meeting.

Recommendation:

This is an information item only. No action is required.

PENDING BOARD AGENDA ITEMS

January 2015

Agenda Item	Administrator	Board Meeting
Approve Quarterly Report on Williams Uniform Complaints	Sigman	July
Resolution Delegating Barbara Patterson as Representative and Roger Stock as Alternate Representative to Joint Powers Board for SIG	Patterson	July
Approve Expulsion Hearing Panel for Upcoming School Year	Sigman	June/July
Approve Non-Public School and Agency Master Contracts for the Upcoming School Year	Sigman	July
Summer School Report	Sigman/Staff	August
Yearly Adoption of Tax Report for CFD No. 1 and No. 2 <i>(not needed in 2009)</i>	Patterson	July/August
Information and Related Actuarial Reports on Workers' Compensation Claims & Health/Welfare Benefits for Retired Employees After 65 <i>(not needed in 2009)</i>	Patterson	August
Biannual Review BP 9270 - Conflict of Interest	Patterson	August 2014
School Readiness Report	Sigman/Staff	August (1 st Mtg)
Approve District Certification of Unaudited Actuals	Patterson	August/September
Resolution Establishing Appropriation Limitation (Gann)	Patterson	August/September
Hold Public Hearing and Approve Resolution Affirming Sufficient Textbooks and Instructional Materials <i>(post Notice of Public Hearing 10 days in advance; required by the 8th week of the start of school)</i>	Sigman	September/October
Student Assessment Report (API)	Sigman/Staff	September/October
Approve Quarterly Report on Williams Uniform Complaints	Sigman	October
Set Date for Annual School Board Organizational Meeting	Stock	November/December
RUSD Strategic Plan Quarter 1 Update	Hutton	December
First Interim Report	Patterson	December
Organizational Board Meeting/Special Presentation to Board President	Stock	December
Audit Report	Patterson	January
Schedule Goal Setting Workshop	Stock/Staff	January
Approve Quarterly Report on Williams Uniform Complaints	Sigman	January
Budget Assumptions & Priorities	Patterson	February

Review Possible Negotiation Issues and Establish Direction from the Board for District's Proposal (<i>closed session</i>)	Slattery	February
Identify Teachers for Non-Reelection; Prepare Letters of Notification (<i>March 1st Mtg - Closed Session</i>)	Slattery	February (<i>2nd Mtg</i>)
Present Draft School Year Calendar (<i>two years out</i>)	Slattery	March
*Facilities-Use Policy/Practice and Schedule of Fees	Wesselius	May
Sierra College Report (Rocklin Graduates)	Sigman	March/April
Approve School Year Calendar (<i>two years out</i>)	Slattery	March
Annual Board Action Regarding Distribution of Non-Reelection Letters	Slattery	March (<i>1st Mtg</i>)
Finalize District's Proposal and Prepare for Sunshining Process	Slattery	March (<i>1st Mtg</i>)
Notify the Board in writing by April 1; complete Performance Evaluation for the Superintendent, per contract schedule	Stock/Board	March
Approve Annual Resolution Authorizing the Release of Free/Reduced Lunch Information for CAASPP Testing	Sigman	March
Consolidated Application (Part 2)	White/Huffines	March
Certification of Temporary Athletic Team Coaches	Slattery	March
Approve Second Interim Report	Patterson	March
Special Education Update	Sigman	March
RUSD Strategic Plan Quarter 2 Update	Hutton	March
Approve Safe School Plans (<i>Action Item</i>)	White/Huffines	March (<i>2nd Mtg</i>)
Budget Update/Information	Patterson	March/April
Annual Personnel Update – Renewal of Contracts for Site Administrators (<i>Closed Session</i>)	Sigman	April
Approve Quarterly Report on Williams Uniform Complaints	Sigman	April
Annual Review of Master Plan/Nexus Study (<i>Bi-annual–even numbered years</i>)	Wesselius	April/May
Developer Fee Update (<i>Bi-annual-even numbered years</i>)	Wesselius	April/May
Approve Summer School Principals Contingent on State Funding (<i>include on Certificated Personnel Report</i>)	Sigman	April/May
RUSD Strategic Plan Quarter 3 Update	Hutton	May
Review of BP/AR 5116.1 – Intradistrict Open Enrollment as required by Ed Code 35160.5 (<i>must be completed by July 1</i>)	Sigman	May/June

Approve Waivers for Special Education Students Who Passed the Math Portion of the CAHSEE With Modifications	Sigman	May
Provide Retiree Benefit Update	Patterson	May
Present Tentative Budget and Budget Priorities	Patterson	May
Classified Categorical Layoff <i>(if necessary)</i>	Slattery	May
Final Board Action Regarding Administrative Reassignments or First Year Prob/Temp Teachers	Slattery	May
Approve CIF Representatives for Upcoming School Year	Stock	May/June
Special Recognition to Student Representatives and JROTC Color Guard	Stock/Staff	May (2 nd Mtg)
Approve Board Meeting Dates for Upcoming School Year	Stock	May/June
Approve Resolution for Interfund Transfers of Special or Restricted Fund Monies	Patterson	May
Complete Superintendent's Performance Evaluation and Update Contract	Stock/Board	May/June
Hold Public Hearing and Appeal LCAP	Sigman	June
Resolution Authorizing End-of-Year Budget Transfers <i>(Consent Calendar)</i>	Patterson	June
Resolution Delegating Certain Contracting Powers to the Superintendent or Designee <i>(Consent Calendar)</i>	Wesselius	June
Approve Consolidated Applications (Part 1/Part 2)	White/Huffines	June
Hold Public Hearing and Approve Final Budget	Patterson	June
Authorization to Dispose of Surplus Property	Wesselius	June
Approve Single Plan for Student Achievement <i>(previously known as School Improvement Plan)</i>	Sigman	June
EPA Spending Plan	Patterson	June
Summer School Program Report	Sigman/Staff	July/August

* Denotes a non-annual/one-time only agenda item.