

ROCKLIN UNIFIED SCHOOL DISTRICT

2615 Sierra Meadows Drive Rocklin, CA 95677

Todd Lowell, President
Steve Paul, Vice President
Greg Daley, Clerk
Camille Maben, Member
Wendy Lang, Member



BOARD OF TRUSTEES SPECIAL MEETING AGENDA JULY 31, 2014, 8:00 A.M.

1.0 **CALL TO ORDER**

2.0 **ROLL CALL**

3.0 **PLEDGE OF ALLEGIANCE**

4.0 **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.)

5.0 **CLOSED SESSION** – The Board will adjourn to closed session regarding the following matter:

5.1 *Conference with Legal Counsel – Existing Litigation* as authorized by Government Code section 54956.9 (Placer Superior Court Case No. SV0027932)

6.0 **RECONVENE TO OPEN SESSION**

7.0 **REPORT OF ACTION TAKEN IN CLOSED SESSION**

8.0 **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.

**THE NEXT REGULARLY SCHEDULED BOARD MEETING WILL BE
WEDNESDAY, AUGUST 6, 2014 (7:00 P.M.)**



DECLARATION OF POSTING

ROCKLIN UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

SPECIAL 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 SPECIAL MEETING AGENDA*** by placing a true copy thereof in the following public place:

Date of Posting:


July 30, 2014

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 30th day of July 2014 in Rocklin, California.


Brenda Meadows
Administrative Assistant

Total F&E per State Allocation Board Detailed Listing of Project Expenditures for SR

\$ 806,402.48

Items not part of typical new school opening costs

(197,219.10)

609,183.38

One time expenditures

(161,137.93)

Total that would have a life cycle for replacement

448,045.45

Size of MMCA vs SR

0.36

% of Rocklin students to total students in MMCA

0.34

This is the equipment amount we should be talking about with a life cycle

55,459.88

MMCA share of one time expenditures

19,945.95

of classrooms at MMCA

12

of classrooms at SR

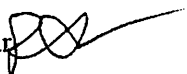
33 0.363636364

MEMORANDUM

ATTORNEY-CLIENT PRIVILEGE AND ATTORNEY WORK PRODUCT

VIA ELECTRONIC MAIL ONLY

TO: Roger Stock
Superintendent
Rocklin Unified School District
E-Mail: rstock@rocklin.k12.ca.us

FROM: Ronald J. Scholar 

CC: P. Addison Covert
Christopher Onstott

DATE: July 30, 2014

RE: MMCA v. RUSD: Response to Settlement Related Questions

On July 29 you requested that I respond to the following four questions relating to MMCA:

Question One: How much interest would the District have earned if instead of the Funding Advance to MMCA, the District's funds remained on deposit with Placer County?

Answer: \$347,441 (per Barbara Patterson's calculations)

Question Two: What the total attorney's fees, expert fees and costs for the litigation and mediation?

Answer: Attorney's fees and costs, including expert fees, are \$764,585.27

Memo to Mr. Roger Stock
Ms. Barbara Patterson
July 30, 2014
Page 2

Question Three: What has been the ADA number and percentage of Rocklin Unified students attending MMCA since 2008?

Answer: Barbara Patterson's analysis of the ADA numbers for MMCA show the following:

| | |
|----------|------------------------------|
| 2008-09: | 75.22 out of 220.21 = 34.16% |
| 2009-10: | 93.65 out of 234.36 = 39.96% |
| 2010-11: | 87 out of 245.5 = 35.44% |
| 2011-12: | 86.21 out of 253.11 = 34.06% |
| 2012-13: | 86.89 out of 271.42 = 32.01% |
| 2013-14: | 75.08 out of 262.4 = 28.61% |

Question Four: Analysis of the Facilities Use Agreement between MMCA and RUSD.

Answer:

On February 7, 2007, the Board approved and RUSD entered into a Facilities Use Agreement (FUA) with MMCA. The FUA was attached as Exhibit B to the Memorandum of Understanding between MMCA, the State and RUSD relating to MMCA's new facility project. The FUA covers from the 2007-08 to the 2037-38 school years.

Section 1 of the FUA addresses Prop 39 obligations:

Paragraph 1.b states that MMCA and the District agree that the facility fulfills all RUSD's Proposition 39 obligations to MMCA and that MMCA will not ask for any additional classroom space on any of RUSD's campuses.

Paragraph 1.c. states that "RUSD agrees that via its Proposition 39 obligation, it will assist MMCA in the acquisition of the furniture and equipment needs for the new facility." The exact terms and conditions were to be determined by a separately negotiated agreement. That agreement, titled the Furniture & Equipment Assistance Agreement (F&E Agreement) for the new Maria Montessori Charter Academy School Facilities, was reduced to writing, but it was never signed by either party. In the F&E Agreement, MMCA agrees that the agreement fulfills RUSD's "entire Proposition 39 obligation for furniture and equipment." The parties were then to

Memo to Mr. Roger Stock
Ms. Barbara Patterson
July 30, 2014
Page 3

work collaboratively to determine the F&E needs of MMCA based upon the "standard load" outlined in the State F&E guidelines. The F&E Agreement had RUSD purchasing 60% of the F&E with MMCA to provide for the remaining 40%. Mr. Boothby delivered a list to Mr. Stark and F&E in the amount of \$223,000 was purchased for MMCA. At the time, Mr. Stark was operating under what he thought was an agreed upon 60/40 split and agreed upon list of items. According to Mr. Boothby, the parties never agreed on the list of items and the list was only a partial list.

As such, we have an agreement to agree which, according to MMCA was never finalized. However, I am concerned over what is an admission, that at least at the time, by RUSD that it believed it had a Proposition 39 obligation to MMCA. Whether such an obligation is actually required by law is a separate question that I have addressed in prior memoranda.

The FUA is vague on whether or not RUSD's obligation is a one-time assistance obligation or a continuing obligation. The agreement speaks to the "needs for the new school facility" which is an indicator that it only applies to the initial build out. That said, it is not a model of clarity. The F&E Agreement, which was never signed, does state that the 60/40 split on the agreed upon list based upon the State's standard load for F&E "fulfills RUSD's entire Proposition 39 obligation for furniture and equipment."

MMCA's October 31, 2013 letter requesting F&E from RUSD seeks matching F&E with Sunset Ranch at the cost of which was \$805,000. The differences between the facilities are substantial in terms of size and student population as we have discussed previously.

Included in the email transmittal of this memorandum is a copy of the FUA and F&E Agreement.

Exhibit "B"

Facilities Use Agreement

Between the Rocklin Unified School District (RUSD) and Maria Montessori Charter Academy (MMCA). This agreement is for the 2007-08 through the 2037-38 school years. Both parties, by mutual agreement only, may modify, extend, and/or terminate said agreement.

1. Teaching Space, non-teaching space, shared space:

- a. Based on the Charter Schools Facility Program financing that the Maria Montessori Charter Academy secured, MMCA will be the sole tenant of the charter school facility which is located on Wildcat Blvd.
- b. MMCA and RUSD agree that this facility fulfills all RUSD's Proposition 39 obligations to MMCA. Therefore MMCA will not ask for any additional classroom space on any of the RUSD campuses.
- c. RUSD agrees that via its Proposition 39 obligation, it will assist MMCA in the acquisition of the furniture and equipment needs for the new school facility. The exact terms and conditions of the assistance will be determined by a separate, mutually negotiated agreement (Furniture & Equipment Assistance Agreement).
- d. Upon occupancy of the new school facility, MMCA agrees to implement an enrollment recruiting strategy directed at the greater Western Placer County population rather than targeted at RUSD students directly.

2. Facilities Use Costs

- a. MMCA will be solely responsible for all lease payments to the state under the agreement and terms of the CSFP program

3. Maintenance, Grounds and Operations Costs

- a. RUSD will be responsible for the maintenance and repair of the facility and grounds, in accordance with RUSD standards. Should any toxic substances be identified at the school, RUSD will be responsible for the removal of such substances MMCA agrees to pay RUSD an annual fee to provide these services which will be detailed in the annual agreement. (Annual Maintenance, Grounds and Operations Agreement). The annual fee will be based on actual costs and will be charged pro rata, based on dividing the total square footage of both the MMCA's facility and the RUSD's facilities into the total costs for Maintenance, Grounds and Operations to determine the cost per square foot. For M&O work order purposes, MMCA will be treated like "a school of the school district."
- b. All fees will be billed monthly. Payment will be made within 30 days of the billing date. Payments made after 30 days will be subject to interest charges at the rate of 10% per annum.
- c. MMCA will pay to RUSD and RUSD will hold in a reserve fund, an annual contribution to the State Deferred Maintenance Program as determined by the State program. MMCA and the RUSD will jointly develop a Deferred Maintenance Program, based on this reserve fund. The funds will be allocated in a manner that will insure the buildings are kept in a condition that complies with RUSD standards.

USE
Agreement

4. **Janitorial Costs**

- a. RUSD will be responsible for routine janitorial service and costs. MMCA agrees to pay for the actual cost of the janitorial services, supplies and equipment on a monthly basis.

5. **Utilities**

- a. MMCA will be responsible for all utility charges, including but not limited to: internet, telephone, water, sewer, gas, electricity, and garbage.

6. **Liability Insurance**

- a. The MMCA shall purchase and maintain in effect the following insurance policies as specified below.
1. **General Liability Insurance.** This shall include contractual products and completed operations, corporeal punishment, sexual misconduct and harassment, bodily injury, and property damage coverage. This coverage shall have a combined limit of not less than \$1 million per occurrence. The MMCA shall name the District as additional named insured on the policy.
 2. **Auto Liability.** This coverage shall extend to both owned-(if vehicles are owned) and non-owned vehicles, with bodily injury limits of not less than \$1 million per occurrence.
 3. **Workers Compensation and Unemployment Insurance.** Coverage shall be obtained as required by law.

The MMCA shall seek the coverage from reputable insurance companies or providers. Proof of insurance shall be provided to the District prior to the opening of school and thereafter each July 1st.

IN WITNESS WHEREOF, the parties to this agreement have duly executed it on the day and year set forth below.

Dated: 2/8/2007 BY 
Kevin Brown On behalf of the Rocklin Unified School District

Dated: 2-7-07 BY 
Brent Boothby On behalf of the Maria Montessori Charter Academy

*Approved by the RUSD Board of Trustees on February 7, 2007

FURNITURE & EQUIPMENT ASSISTANCE AGREEMENT
For the new Maria Montessori Charter Academy School Facilities

RUSD agrees that via its Proposition 39 obligation, it will assist MMCA in the acquisition of the furniture and equipment for the new school facility. MMCA agrees that this agreement fulfills RUSD's entire Proposition 39 obligation for furniture and equipment.

RUSD and MMCA will work collaboratively to determine the furniture and equipment needs based on the standard load outlined in the State furniture and equipment guidelines. Once this list is determined, RUSD will purchase 60% of the total furniture and equipment needs for the new school facility. MMCA will fund and/or purchase the remaining 40% of the Furniture and Equipment needs identified.

SIGNED:

_____, For The Rocklin Unified School District
Kevin Brown, Superintendent

_____, For The Maria Montessori Charter Academy
Brent Boothby, Principal/Administrator

*Approved by the RUSD Board of Trustees on February 7, 2007

RUSD-0104

