

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*



AUGUST 5, 2015
REGULAR MEETING AGENDA — 6:30 P.M.

- 1.0 **CALL TO ORDER**
- 2.0 **ROLL CALL**
- 3.0 **CLOSED SESSION (6:10 P.M.)** – The Board will adjourn to closed session regarding the following matters:
 - 3.1 *Public Employee Appointment as authorized by Government Code 54957*
Position: Director, Personnel Services
Position: Assistant Principal, Rocklin Independent Charter Academy (RICA)
- 4.0 **RECONVENE TO OPEN SESSION**
- 5.0 **REPORT OF ACTION TAKEN IN CLOSED SESSION**
- 6.0 **PLEDGE OF ALLEGIANCE**
- 7.0 **AUDIENCE/VISITORS PUBLIC DISCUSSION** – This agenda item is included to give anyone in attendance an opportunity to ask questions or discuss non-agenda items with the Board of Trustees. The Board is not permitted to deliberate or take action on non-agenda items, but may refer the matter to a staff member for followup. There is a three-minute time limit per person. A complaint about a specific employee of the District shall be made to that employee's immediate supervisor or the principal as required by Administrative Regulation 1312.1.
- 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 **APPROVE BOARD MINUTES** – Request to approve Board minutes.
 - 9.1.1 July 16, 2015 (Special Meeting)
 - 9.2 **APPROVE CERTIFICATED PERSONNEL REPORT** – Request to approve personnel items included on the Certificated Personnel Report. (Colleen Slattery)
 - 9.3 **APPROVE CLASSIFIED PERSONNEL REPORT** – Request to approve personnel items included on the Classified Personnel Report. (Colleen Slattery)
 - 9.4 **APPROVE BILL WARRANTS** – Request to approve Bill Warrants. (Barbara Patterson)
 - 9.5 **APPROVE MONTHLY ACCOUNT SUMMARIES** – Request to approve monthly account summaries. (Barbara Patterson)

- 9.6 **APPROVE CONTRACT WITH SCHOOL INNOVATIONS & ACHIEVEMENT (SIA) – Request to approve three year contract with School Innovations and Achievement (SIA). (Barbara Patterson)**
- 9.7 **APPROVE BUDGET REVISIONS FOR STATE ADOPTED BUDGET IMPACT AND MELLO-ROOS CAPITAL PROJECT FUND EXPENDITURES – Request to approve budget revisions for state adopted budget impact and Mello-Roos capital project fund expenditures. (Barbara Patterson)**
- 9.8 **APPROVE CONTRACT WITH ECONOMIC & PLANNING SYSTEMS (EPS) FOR SERVICES RELATED TO PROVIDING CFD ADMINISTRATION TASKS FY 2015-16 EPS #152031 – Request to approve contract with Economic & Planning Systems (EPS) for services related to providing CFD Administration Tasks FY 2015-16 EPS #152031. (Barbara Patterson)**
- 9.9 **AWARD BIDS FOR MAJOR FOOD ITEMS AND PAPER GOODS FOR THE NUTRITION SERVICES DEPARTMENT FOR 2015- 16 – Request to award bids for major food items and paper goods for the nutrition services department for 2015-16. (Barbara Patterson)**
- 9.10 **APPROVE SUPERINTENDENT EMPLOYMENT CONTRACT ADDENDUM – Request to approve contract addendum for the Superintendent. (Colleen Slattery)**
- 9.11 **APPROVE DEPUTY/ASSISTANT SUPERINTENDENT EMPLOYMENT CONTRACT ADDENDUM(S) AND DEPUTY/ASSOCIATE/ASSISTANT SUPERINTENDENT SALARY SCHEDULE(S) – Request to approve Deputy/Assistant Superintendent Employment Contract Addendum(s) and Deputy/Associate/Assistant Superintendent Salary Schedule(s). (Roger Stock)**
- 9.12 **APPROVE WILL SERVE LETTER WHITNEY RANCH (46AB) – Request to approve Will Serve Letter for Whitney Ranch (46AB). (Sue Wesselius)**
- 9.13 **APPROVE WILL SERVE LETTER PARKLANDS NORTH – Request to approve Will Serve Letter for Parklands North project. (Sue Wesselius)**
- 9.14 **APPROVE CHANGE ORDER NO. 1 TO J. B. BOSTICK FOR ADDITIONAL STRIPING AT WHITNEY HIGH SCHOOL – Request to approve Change Order No. 1 with J.B. Bostick to cover additional striping on the hard courts at Whitney High School. (Sue Wesselius)**
- 9.15 **APPROVE CHANGE ORDER NO. 1 TO PORTABLE FACILITIES LEASING FOR THE REQUIRED SPRINKLER SYSTEM IN THE NEW RELOCATABLE BEING ADDED AT SUNSET RANCH ELEMENTARY – Request to approve Change Order No. 1 with Portable Facilities Leasing to cover the added cost of installing required sprinklers in the new classroom being added at Sunset Ranch Elementary. (Sue Wesselius)**
- 9.16 **APPROVE CONTRACT WITH SCHOOLWORKS, INC – Request to approve contract with SchoolWorks, Inc. for professional services in 2015-16 and authorize Senior Director on its behalf. (Sue Wesselius)**
- 9.17 **APPROVE RESOLUTION 15-16-05: RESOLUTION APPROVING LISTED TEACHERS TO TEACH SPECIFIED COURSES OUTSIDE CREDENTIAL AUTHORIZATIONS IN DEPARTMENTALIZED SETTING PER ED CODE SECTIONS 44258.3, 44263 and 44256(b) – Request to approve Resolution 15-16-05, a resolution approving listed teachers to teach specified courses outside their credential authorizations in a departmentalized setting per Ed Code Sections 44258.3, 44263 and 44256(b). (Colleen Slattery)**

- 9.18 **APPROVE STUDENT PLACEMENT AGREEMENT WITH CALIFORNIA STATE UNIVERSITY CHICO** – Request to approve the Student Placement Agreement with California State University, Chico. (Colleen Slattery)
- 9.19 **APPROVE AFFILIATION AGREEMENT WITH UNIVERSITY OF OREGON** – Request to approve Affiliation Agreement with University of Oregon. (Colleen Slattery)
- 9.20 **APPROVE SPECIAL EDUCATION COMMUNITY ADVISORY COMMITTEE (CAC) PARENT REPRESENTATIVES** – Request to approve Special Education Advisory Committee (CAC) parent representatives. (Tammy Forrest)
- 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 **APPOINT DIRECTOR PERSONNEL SERVICES** – Request to appoint Director Personnel Services. (Colleen Slattery)
- 10.2 **APPOINT ASSISTANT PRINCIPAL, ROCKLIN INDEPENDENT CHARTER ACADEMY (RICA)** – Request to appoint Assistant Principal, Rocklin Independent Charter Academy (RICA). (Colleen Slattery)
- 10.3 **BOARD POLICY (BP), ADMINISTRATIVE REGULATIONS (AR) & EXHIBITS (E)** – Request to approve the following Board Policies, Administrative Regulations and Exhibits. (Karen Huffines)
- 10.3.1 AR 5111.12 Residency Based on Parent/Guardian Employment – Revised
- 10.4 **BOARD POLICY (BP), ADMINISTRATIVE REGULATIONS (AR) & EXHIBITS (E)** – Request to approve the following Board Policies, Administrative Regulations and Exhibits. (Mike Fury)
- 10.4.1 BP 6163.4 Student Use of Technology – Revised
- 10.4.2 AR 6163.4 Student Use of Technology – Revised
- 11.0 **INFORMATION AND REPORTS**
- 11.1 **TRANSPORTATION UPDATE** (Matt Sanchez)
- 11.2 **REVIEW OF SPECIAL EDUCATION SUPPORTS AND SERVICES REPORT: UPDATE ON IMPLEMENTATION OF RECOMMENDATIONS** (Tammy Forrest)
- 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 *Conference with Legal Counsel – Existing Litigation* as authorized by Government Code section 54956.9
- 13.2 *Public employee discipline/dismissal/release pursuant* to Government Code section 54957
- 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: SEPTEMBER 2, 2015, 6:30 P.M.



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:

July 31, 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 31st day of July 2015 in Rocklin, California.

Brenda Meadows
Executive Assistant
Rocklin Unified School District

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*



JULY 16, 2015
CLOSED SESSION — 4:00 P.M.
SPECIAL MEETING MINUTES — 6:30 P.M.

1.0 **CALL TO ORDER**– President Todd Lowell called the special meeting of the Rocklin Unified School District Board of Trustees to order at 4:00 P.M., July 16, 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*

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 Facilities and Operations*; Craig Rouse, *Incoming Senior Director Facilities and Operations*; Marty Flowers, *Director Secondary Programs & School Leadership*; Karen Huffines, *Director Elementary Programs & School Leadership*; Tammy Forrest, *Director of Special Education and Support Programs*; Mike Fury, *Chief Technology Officer*; Brenda Meadows, *Recorder*.

3.0 **CONVENE TO CLOSED SESSION (4:00 P.M.)** – The Board adjourned to closed session regarding the following matter(s):

3.1 *Public Employee Performance Evaluation* as authorized by Government Code 54957.

Position: Superintendent

3.2 *Public Employee Appointment as authorized by Government Code 54957*

Position: Assistant Principal, Rocklin Independent Charter Academy (RICA)

Position: Director, Fiscal and Purchasing Services

4.0 **RECONVENE TO OPEN SESSION** – President Lowell reconvened the meeting to open session.

5.0 **REPORT OF ACTION TAKEN IN CLOSED SESSION** – No action was taken in closed session.

6.0 **PLEDGE OF ALLEGIANCE** – Trustee Daley led the Board and audience in the Pledge of Allegiance.

7.0 **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, noting a three minute time limit per person. The following comments regarding non-agenda items were noted:

Public Comment:

Amy and Kelly Rogers, RUSD parents with four children, quoted Board Policy 5141.4, Penal Code section 11174.3 on mandated reporting, alleging that District personnel were aware of alleged abuse reported at Breen Elementary and failed to take appropriate action.

Laura Smith, grandparent of a Whitney High School student shared with the Board a bullying situation her granddaughter experienced. Mrs. Smith shared her concern that student participants in the alleged bullying incident were not given adequate consequences. She also shared concern with perceived lack of response by staff and District leaders. Trustee Todd Lowell asked Mrs. Smith if she had been contacted by a District Representative after she brought this matter to the Board at a previous Board meeting. She stated that yes, Mr. Flowers had contacted her, and after a discussion with him, Flowers informed her that he would follow up with the high school to verify facts and invited her, along with her son, to a follow up meeting. The Smiths declined the meeting since the WHS Vice Principal would not be attending. Superintendent Stock informed Mrs. Smith that the Educational Services department would follow up on this matter further and clarified that statements made by students under the age of 18 are not permissible for public review by anyone other than a student's parent.

Parent Nancy Muir stated, in reference to Mrs. Smith's statement, that she would be interested in knowing the age of students involved in the alleged incident and whether statement releases might be permissible if students were over the age of 18.

8.0 **COMMENTS FROM BOARD AND SUPERINTENDENT** –

Wendy Lang shared that she recently visited the secondary summer school program at Whitney High School and enjoyed seeing the great work being done on behalf of students. Lang thanked the Summer School administrators for their hard work.

Susan Halldin shared that she too visited the summer school campuses and credit recovery programs and was thankful to see the programs running so well.

Superintendent Roger Stock, introduced Craig Rouse, new Senior Director Facilities and Operations who will be replacing Sue Wesselius and Tammy Forrest, new Director of Special Education and Support Programs, both who were officially attending their first Board meeting.

9.0 **ACTION ITEMS - CONSENT CALENDAR**

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

9.1.1 June 24, 2015 (Regular Meeting)

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

9.3 **APPROVE CLASSIFIED PERSONNEL REPORT** – Request to approve personnel items included on the Classified Personnel Report. (Colleen Slattery)

9.4 **APPROVE CONTRACT WITH WALLACE KUHL & ASSOCIATES, INC. FOR CONSTRUCTION TESTING AND INSPECTION SERVICES FOR GRANITE OAKS MIDDLE SCHOOL EXPANSION PROJECT** – Request to approve contract with Wallace Kuhl & Associates, Inc. for construction testing and inspection services for Granite Oaks Middle School expansion project and authorization of the Superintendent or his designee to sign on its behalf. (Sue Wesselius)

9.5 **AWARD BID FOR ASPHALT REPAIRS, SEAL COATING AND STRIPING AT WHITNEY HIGH SCHOOL** – Request to approve and award bid for asphalt repairs, seal coating and striping at Whitney High School with J.B. Bostick. (Sue Wesselius)

- 9.6 **APPROVE REQUESTS FOR AUTHORIZATION FROM SCHOOL CONNECTED ORGANIZATIONS (PTC/BOOSTER CLUBS) FOR 2015-16**– Request to approve authorization of school connected organizations list (PTC/Booster Clubs) for 2015-16. (Barbara Patterson)
- 9.7 **APPROVE SERVICE AGREEMENT WITH LOZANO SMITH FOR LEGAL SERVICES FOR SPECIAL EDUCATION**– Request to approve 2015-16 contract with Lozano Smith for legal services for special education. (Barbara Patterson)
- 9.8 **APPROVE RESOLUTION 15-16-01, DELEGATING BARBARA PATTERSON AS REPRESENTATIVE AND ROGER STOCK AS ALTERNATE REPRESENTATIVE TO THE JOINT POWERS BOARD FOR SCHOOLS INSURANCE GROUP (SIG) FOR 2015-16** – Request to approve Resolution 15-16-01 delegating Barbara Patterson as Representative and Roger Stock as Alternate Representative to the Joint Powers Board for SIG for 2015-16. (Barbara Patterson)
- 9.9 **APPROVE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN ROCKLIN UNIFIED SCHOOL DISTRICT (RUSD) AND ROCKLIN ACADEMY (RA), ROCKLIN ACADEMY 2 (RA2) AND WESTERN SIERRA COLLEGIATE ACADEMY (WSCA); APPROVE ANNUAL FACILITIES USE AND FEE AGREEMENTS FOR MOU FOR SPECIAL EDUCATION USE OF FACILITIES BETWEEN RUSD AND RA AND RA2 FOR 2015-16 SCHOOL YEAR** – Request to approve the MOUs for RA, RA2 and WSCA; Facilities Use Fee Agreements and MOUSs for special education use of facilities with RA and RA2 for 2015-16 school year. (Barbara Patterson)
- 9.10 **APPROVE RESOLUTION 15-16-04 RESOLUTION TO REDUCE OR ELIMINATE NON-REPRESENTED CLASSIFIED SERVICES FOR THE 2015-16 SCHOOL YEAR** – Request to approve Resolution 15-16-04 a resolution to reduce or eliminate non represented classified services for the 2015-16 school year. (Colleen Slattery)
- 9.11 **AWARD BID FOR LEASED COPIERS AND COPIER MAINTENANCE SERVICE TO RAY MORGAN COMPANY** – Request to award the leased copier and copier maintenance service contract to Ray Morgan Company . (Barbara Patterson)
- 9.12 **REJECT CLAIM NO. R15-03 AND RETURN TO CLAIMANT CLAIM NO. R15-03 FOR UNTIMELY CLAIM**– Request to reject Claim No. R15-03 and return to claimant claim No. R15-03 for untimely claim. (Barbara Patterson)
- 9.13 **APPROVE QUARTERLY REPORT ON WILLIAMS UNIFORM COMPLAINTS** – Request to approve quarterly report on Williams Uniform Complaints for the quarter ending in June 30, 2015. (Deborah Sigman)
- 9.14 **APPROVE RATIFICATION AGREEMENT WITH UNIVERSITY ENTERPRISES, INC. ON BEHALF OF THE CALIFORNIA MATHEMATICS PROJECT AND CALIFORNIA STATE UNIVERSITY, SACRAMENTO** – Request to approve ratification agreement for professional services with University Enterprises, Inc. on behalf of California Mathematics Project at Sacramento State University. (Deborah Sigman)
- 9.15 **APPROVE CHANGE ORDER NO. 01 TO THE LEASE/LEASEBACK CONTRACT WITH LANDMARK CONSTRUCTION AT THE ROCKLING HIGH SCHOOL (RHS) HVAC & LIGHTING RETROFIT PROJECT TO INCLUDE THE ADDITION OF ONE RELOCATABLE CLASSROOM AT SUNSET RANCH ELEMENTARY SCHOOL** – Request to approve Change Order No. 01 to the lease/leaseback contract with Landmark

Construction at the RHS HVAC and lighting retrofit project to include the addition of one relocatable classroom at Sunset Ranch Elementary School. (Sue Wesselius)

- 9.16 **AWARD BID FOR CUSTODIAL SUPPLIES FOR 2015-16** – Request to award bid for custodial supplies from Sac-Val Janitorial Supply for the 2015-16 school year. (Sue Wesselius)
- 9.17 **APPROVE RESOLUTION 15-16-03 ADOPTING A DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS FOR 2015-16** – Request to approve Resolution 15-16-03 authorizing submission of a Declaration of Need for Fully Qualified Educators for the 2015-16 school year. (Colleen Slattery)
- 9.18 **APPROVE REVISED DISTRICT LIBRARIAN JOB DESCRIPTION** – Request to approve revised job description for the position of District Librarian Media Coordinator to District Librarian. (Colleen Slattery)
- 9.19 **APPROVE PROGRAM SPECIALIST II COORDINATION OF LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP) JOB DESCRIPTION** – Request to approve job description for the position of Program Specialist II Coordination of LCAP. (Colleen Slattery)
- 9.20 **BOARD POLICY (BP), ADMINISTRATIVE REGULATIONS (AR) & EXHIBITS (E)** – Request to approve the following Board Policies, Administrative Regulations and Exhibits. (Colleen Slattery)
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| 9.20.1 | BP 4117.3 | Personnel Reduction – Revised |
| 9.20.2 | AR 4112.5 | Criminal Record Check – Revised |
| 9.20.3 | E 4112.5 | Criminal Record Check – Renumbered |
| 9.20.4 | AR 4212.5 | Criminal Record Check – Revised |
| 9.20.5 | E 4212.5 | Criminal Record Check – Renumbered |
| 9.20.6 | AR 4312.5 | Criminal Record Check – Revised |
| 9.20.7 | E 4312.5 | Criminal Record Check – Renumbered |
| 9.20.8 | AR 4112.62 | Maintenance of Criminal Offender Records – Deleted |
| 9.20.9 | E 4112.62 | Maintenance of Criminal Offender Records – Renumbered |
| 9.20.10 | AR 4212.62 | Maintenance of Criminal Offender Records – Deleted |
| 9.20.11 | E 4212.62 | Maintenance of Criminal Offender Records – Renumbered |
| 9.20.12 | AR 4312.62 | Maintenance of Criminal Offender Records – Deleted |
| 9.20.13 | E 4312.62 | Maintenance of Criminal Offender Records – Renumbered |
- 9.21 **APPROVE STIPULATED EXPULSION(S)** – Request to approve stipulated expulsion(s) for Student No. 071515-01 & Student No. 07151502 (Deborah Sigman)

Camille Maben noted her absence at the June 24, 2015, Board of Trustees meeting and requested removal of **Item 9.1.1** for separate action.

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

A **MOTION** was then made by Susan Halldin and seconded by Wendy Lang to approve **item 9.1.1**, June 24, 2015 Board Minutes. Motion passed unanimously by the following roll call vote: Daley – aye, Halldin – aye, Lang – aye, Lowell – aye. (Maben abstained)

10.0 ACTION ITEMS – REGULAR AGENDA

- 10.1 **APPOINT ASSISTANT PRINCIPAL, ROCKLIN INDEPENDENT CHARTER ACADEMY (RICA)** – Superintendent Stock requested that item 10.1 be pulled from the agenda with no candidate recommendations for the position at this time.
- 10.2 **DIRECTOR, FISCAL AND PURCHASING SERVICES** – Superintendent Stock requested that item 10.2 be pulled from the agenda with candidate recommendations for the position at this time.
- 10.3 **APPROVE RESOLUTION 15-16-02, ROCKLIN UNIFIED SCHOOL DISTRICT (RUSD) APPROVING THE COMMUNITY FACILITIES DISTRICT (CFD) NO. 1, CFD NO. 2 AND CFD NO. 3 TAX REPORTS FOR FISCAL YEAR 2014-15 AND LEVYING AND APPORTIONING THE SPECIAL TAX FOR 2015-16 FISCAL YEAR** – Barbara Patterson, Deputy Superintendent Business and Operations, requested Board approval of Resolution 15-16-02: RUSD approving the Community Facilities District (CFD) No. 1, No. 2 and No.3 tax reports for fiscal year 2014-15 and levying and apportioning the special tax for the 2015-16 fiscal school year.

A MOTION was made by Greg Daley and seconded by Camille Maben to approve Resolution 15-16-02. Motion passed unanimously.

- 10.4 **BOARD POLICY (BP), ADMINISTRATIVE REGULATIONS (AR) & EXHIBITS (E)** – Request to approve the following Board Policies, Administrative Regulations and Exhibits. (Deborah Sigman)
 - 10.4.1 BP 5177 Interdistrict Attendance – Revised
 - 10.4.2 AR 5177 Interdistrict Attendance – Revised
 - 10.4.3 BP 5116.1 Intradistrict Open Enrollment – Revised
 - 10.4.4 AR 5116.1 Intradistrict Open Enrollment – Revised
 - 10.4.5 AR 5111.12 Residency Based on Parent/Guardian Employment – Revised

Todd Lowell, at the request of Deborah Sigman, Deputy Superintendent Educational Services, requested that items in 10.4 (Board Policy, Administrative Regulations for Interdistrict Attendance, Intradistrict Open Enrollment, and Residency Based on Parent/Guardian Employment) be pulled from the agenda for review by the Board at a later date.

11.0 INFORMATION AND REPORTS

- 11.1 **STATUS OF SUMMER 2015 PROJECTS** - Sue Wesselius, Senior Director Facilities and Operations shared the status of multiple summer projects underway throughout the Rocklin Unified School District including: Proposition 39 (California Clean Energy Jobs Act) projects, deferred maintenance projects; Granite Oaks Middle School Expansion Project; and the addition of one relocatable classroom at Sunset Ranch Elementary School. All projects are on schedule, with the exception of the Granite Oaks Middle School expansion project, which is approximately 2 weeks behind schedule due to the Division of the State Architect (DSA) temporarily holding approval. Staff anticipates DSA approval to come within the next week so that project can begin again.

Comments: Wendy Lang asked if the delay of the Granite Oaks Middle School project would affect parking at Granite Oaks. Wesselius stated that she does not anticipate any parking issues (for staff or parents) due to the delay, and shared that they had anticipated the project to go out to December and had already planned ahead for a scenario such as this.

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

Comments: The Board of Trustees thanked Deborah Sigman, Deputy Superintendent Educational Services, for her excellent work and dedication to Rocklin Unified School District over the past year, especially her expertise on testing and wished her all the best as she moves on to a new career in testing.

13.0 **CLOSED SESSION** – Closed session convened at 7:10 P.M. regarding the following matters:

13.1 *Conference with Legal Counsel – Existing Litigation* as authorized by Government Code section 54956.9

13.2 *Public employee discipline/dismissal/release pursuant* to Government Code section 54957

13.3 *Conference with Labor Negotiators* as authorized by Government Code Section 54957.6

District Representative(s): Roger Stock, Superintendent

Barbara Patterson, Dep Superintendent, Business an Operations

Colleen Slattery, Assistant Superintendent, Human Resources

13.4 *Public Employee Performance Evaluation* as authorized by Government Code 54957.

Position: Superintendent

14.0 **RECONVENE TO OPEN SESSION** – President Lowell reconvened the meeting to open session.

15.0 **REPORT OF ACTION TAKEN IN CLOSED SESSION** – No action was taken in Closed Session.

16.0 **ADJOURNMENT**– President Lowell adjourned the meeting at 10:40 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/RETIREMENTS:

1. LaQuita Ulrich, Program Specialist II, Special Education, Resignation
2. Christina Schuler, Elementary Teacher, Twin Oaks Elementary, Resignation

CHANGE IN ASSIGNMENT 2015-16:

3. Kelly Booth, 0.50 FTE to 1.0 FTE Preschool SDC Teacher
4. Lori Wurth, 1.0 FTE SDC Teacher at Antelope Creek to 1.0 RSP Teacher at Rock Creek
5. Lisa Gack, 1.0 FTE Elementary Teacher at Ruhkala to 0.83 FTE Spanish Teacher at Whitney High School
6. Sara Sunshine Handley, 1.0 FTE RSP Teacher to 1.0 FTE Elementary Teacher, Ruhkala Elementary
7. Sarah Soares, 0.50 FTE to 0.80 FTE Program Specialist, English Learner
8. Rhonda Law, 0.80 FTE Guidance Counselor at Victory High School to 0.40 FTE Guidance Counselor at Rocklin Independent Charter Academy
9. Matthew Restani, 0.80 FTE SDC Teacher to 1.0 FTE RSP Teacher, Victory High School and Rocklin Independent Charter Academy
10. Kathleen McGrath, 0.80 FTE RSP Teacher at Maria Montessori Academy to 1.0 FTE SDC Teacher at Antelope Creek Elementary
11. Ryan O'Donnell, 1.0 Social Science/Media Teacher at RHS to Teacher on Special Assignment, Technology
12. Kaili Bray, 1.0 Elementary Teacher at Sierra Elementary to Teacher on Special Assignment, Language Arts

NEW HIRES 2015-16:

13. Joshua Ansley, 0.67 FTE Language Arts Teacher, Whitney High School
14. Steven Phillip Barrett, 1.0 FTE SDC Teacher, Sierra Elementary
15. Melanie Bartholomew, 1.0 FTE Elementary Teacher, Antelope Creek Elementary
16. Ashley Beach, 1.0 FTE Language Arts Teacher, Granite Oaks Middle School, Temporary Contract
17. Lori Blachowski, 1.0 FTE Social Science Teacher, Spring View Middle School
18. Sunny Carder, 1.0 FTE Elementary Teacher, Breen Elementary, Temporary Contract
19. Alene Cawood-Smith, School Psychologist, Intern
20. Melissa Dowling, 1.0 FTE Elementary Teacher, Sierra Elementary
21. John Erickson, 1.0 FTE SDC Teacher, Whitney High School
22. Gregory Giammona, 1.0 FTE Math Teacher, Granite Oaks Middle School
23. Jessica Gilmore, 1.0 FTE RSP Teacher, Sunset Ranch Elementary
24. Jacqueline Hale, 1.0 FTE School Psychologist
25. Jennifer Heap, 1.0 FTE Elementary Teacher, Ruhkala Elementary, Temporary Contract
26. Lindsey Kacalek, 0.83 FTE Health Teacher, Rocklin High School
27. Ashlee Kaye, 1.0 FTE Social Science Teacher, Rocklin High School
28. Vincent Kelly, 1.0 FTE SDC Teacher, Spring View Middle School
29. Cara Lake, Elementary Teacher, Rocklin Independent Charter Academy
30. Tiffany McCabe, 0.75 FTE Elementary VAPA Teacher
31. Adrienne McManus, Elementary Teacher, Rocklin Independent Charter Academy
32. Martha Mondell, 1.0 FTE Speech Pathologist
33. Janet Mota, 1.0 FTE Math Teacher, Granite Oaks Middle School
34. Rebecca Orsini, 1.0 FTE Elementary Teacher, Rocklin Elementary
35. Corinna Reano, 1.0 FTE Elementary Teacher, Sunset Ranch Elementary
36. Erin Rodrigues, 1.0 FTE Language Arts Teacher, Spring View Middle School
37. Ericka Schallmo, 1.0 FTE Elementary Teacher, Cobblestone Elementary

**ROCKLIN UNIFIED SCHOOL DISTRICT
HUMAN RESOURCES**

- 38. Stacy Sewell, 1.0 FTE Elementary Teacher, Antelope Creek Elementary, Temporary Contract
- 39. Kelly Stice, 1.0 FTE Math Teacher, Granite Oaks Middle School
- 40. Dawn Swoboda, 1.0 FTE Social Science Teacher, Spring View Middle School
- 41. Jennifer Warner, 1.0 FTE Elementary Teacher, Antelope Creek Elementary
- 42. Jennifer Wengler, 1.0 FTE Math Teacher, Spring View Middle School, Temporary Contract
- 43. Kimberly White, 1.0 FTE TK Teacher, Cobblestone Elementary

CLASSIFIED PERSONNEL REPORT

RESIGNATIONS/RETIREMENT:

1. Karin Oxenham, Special Education Instructional Aide II, Sunset Ranch, 6/4/15
2. Jack Godsey, Groundskeeper I, Maintenance & Operations, 7/16/15
3. Stacy O'Melia, Special Education Instructional Aide I, Rocklin High, 7/13/15
4. Anthony Herrera, Groundskeeper I, Maintenance & Operations, 7/14/15
5. Robert Grillo, Bus Driver, Transportation Department, 7/17/15
6. Jessica Flacks, Computer Center Tech, Valley View Elementary School, 7/20/15
7. Alicia Eckman, Special Education Aide II, Parker Whitney Elementary School, 7/21/15

NEW HIRES FOR 2015-16:

8. Connie McElhany, Health Aide, Antelope Creek Elementary School, 8/18/15

RECLASSIFICATIONS/CHANGE IN HOURS:

9. Michael Anderson, Groundskeeper II, Maintenance and Operations, 7/8/15
10. Rhonda Patterson, Special Education Aide II, Spring View, Increase in hours, 8/18/15
11. Carol Cogan, Principal's Secretary, Valley View Elementary School, 8/4/15
12. Alicia Hoover, Principal's Secretary, Spring View Middle School, 8/4/15
13. Regina Ellis, Special Education Instructional Aide I, Breen Elementary, 8/18/15
14. Lynne Lashai, Special Education Instructional Aide II, Spring View Middle School, 8/18/15

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Contract with School Innovations & Achievement (SIA)

DEPARTMENT: Office of the Deputy Superintendent, Business & Operations

Background:

The district is currently contracting with SIA to provide staff training, prepare and submit the district's claims for mandated cost reimbursements from the state.

Status:

School Innovations & Achievement (SIA) will continue to provide consulting services and training to assist RUSD in the preparation and filing of reimbursement claims and estimated claims for the costs of certain programs mandated by the State of California. Although the District elected to participate in the Mandate Block Grant, SIA will prepare and file claims for mandates not included in the block grant and any new mandates that are approved. This is a three year contract. The cost per year has decreased by \$1,800 from 2014-15.

Presenter:

Barbara Patterson, Deputy Superintendent, Business & Operations

Financial Impact:

Current year: \$16,200
Future years: N/A
Funding source: General Fund

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 contract is included in your packet.

Recommendation:

Staff recommends approval of the three year contract with SIA.



PROGRAM ADVISORY AND COMPLIANCE SERVICES AGREEMENT
Between
SCHOOL INNOVATIONS & ACHIEVEMENT, INC.
And
ROCKLIN UNIFIED SCHOOL DISTRICT

THIS AGREEMENT, dated August 5, 2015 (the "Agreement") is made by and between Rocklin Unified School District ("District"), and School Innovations & Achievement, Inc., a California corporation ("SI&A"), each being a "Party" and collectively the "Parties."

RECITALS

WHEREAS, District is authorized to retain consulting services to assist District in the preparation and filing of reimbursement claims for the costs of the Mandate Reimbursement Process Program, legislatively mandated by the State of California ("State"), as well as an assessment of compliance practices in place as it relates to the Mandated Block Grant Program, and SI&A is qualified to perform such services;

WHEREAS, services related to the Mandate Reimbursement Process Program are referred to herein as "MandatePrep® Services"; and

WHEREAS, it is necessary and desirable that SI&A be retained by District for the purpose of performing consulting services;

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Period.** The Agreement period begins July 1, 2015 (the "Effective Date") and will automatically expire on June 30, 2018 (the "Expiration Date"). The Agreement period consists of three (3) District fiscal years (July 1, 2015 through June 30, 2016; July 1, 2016 through June 30, 2017; and July 1, 2017 through June 30, 2018) (the "Agreement Period"). Each fiscal year within the Agreement Period is an "Agreement Year."
2. **Services.** SI&A agrees to provide District the following consulting services ("Services") during the Agreement Period:
 - (a) Prepare and file (based on the District's Participation Status in the Mandate Block Grant Program, with information provided by the District):
 - (1) Any applicable prior year reimbursement claims based on program participation;
 - (2) Late and amended reimbursement claims, based on program participation; and

- (3) Newly claimable programs approved by the Commission on State Mandates (“Commission”) if the filing deadline is within the Agreement Period.
- (b) Hold training sessions for District’s staff during the Agreement Period, as necessary or appropriate (as reasonably determined by SI&A);
- (c) Provide access to interactive professional development training sessions for District and school site staff on a variety of essential programs via a web-based training platform;
- (d) Conduct interviews with District staff and document processes regarding mandate programs;
- (e) Provide interim and annual reports on:
 - (1) Program performance;
 - (2) Claim performance for all applicable claims; and
 - (3) Analysis comparing Mandated Program options in preparation for the Districts yearly program election decision.
- (f) Monitor District’s mandated cost tracking systems;
- (g) Research and assist District with data collection for test claims approved by the Commission during the Agreement Period;
- (h) Serve as a liaison with the State Controller’s Office and Commission regarding (i) statewide cost estimate request responses, and (ii) general questions from the State Controller’s Office;
- (i) Provide representation of District with respect to any State audit of mandate reimbursement claims that were prepared and submitted with SI&A’s assistance pursuant to this Agreement, unless prior to claim submission SI&A advised District that SI&A would not provide audit assistance, due to potentially unresolved audit issues (such as documentation or data problems) or claim rejection concerns; and
- (j) Free access to Cabinet Report. Cabinet Report is an online education-news publication that provides news coverage critical to education practices and administration, our reporting is aimed at an audience of educators, school administrators and policy-makers.

3. **District’s Obligations.**

- 3.1 **District Responsibilities and Obligations.** District shall be responsible for the following: (a) ensuring District has record retention policies sufficient to maintain original documentation used in support of claims (for audit or examination by any State or regulatory agency); and (b) maintaining original supporting documents for a period of four (4) years after the State’s first payment of the claim; and (c) District shall provide SI&A all records and information relevant to any claim in a timely manner and contact information for District’s personnel to whom SI&A may direct inquiries. District understands and agrees that the results of SI&A’s inquiries,

the documentation obtained from District and other corroborating information may be used by SI&A for filing and/or supporting the reimbursement claims, or responding to audits or investigations.

3.2 **Claim Approval.** Upon presentation of a claim for District's approval, District agrees to review the claim and respond to SI&A by either: (a) certifying to SI&A, under penalties of perjury, that the time, costs and other data collected by District and furnished to SI&A in support of the claim are true and correct; or (b) provide SI&A with notice specifying why the foregoing certification may not be true. All notices and certifications must comply with the requirements of Section 4 of the Standard Terms and Conditions.

3.3 **For District that elect the Mandate Block Grant.** The District acknowledges and agrees that the Program Advisory and Compliance Services, provided by SI&A, in connection with potential audit matters, consists of providing recommendations and support with forms and back-up documentation collected. It is the District's responsibility to ensure the District's compliance with all mandate block grant requirements.

4. **California False Claims Act.** District acknowledges that reimbursement claims filed under this Agreement constitute "claims" under the California False Claims Act (California Government Code Section 12650, et seq.) ("False Claims Act") and consequently, District, its employees, contractors and other persons acting on its behalf, may be subject to the provisions of the False Claims Act. Among other things, the False Claims Act imposes liability for treble damages, penalties and costs of civil recovery actions upon persons who "knowingly" present or cause to be presented false claims, or who "knowingly" make or cause to be made false records or statements in support of a claim. Under the False Claims Act, "knowingly" means that a person, with respect to information, has actual knowledge of the information or acts in deliberate ignorance or reckless disregard of the truth or falsity of the information.

5. **Payment of Fees.**

5.1 **Fees.** For Services provided pursuant to the terms of this Agreement, District agrees to pay SI&A \$16,200, annually, for the fiscal years 2015/16, 2016/17, and 2017/18 (the "Fee").

5.2 **Payment Plan.** The Fee is payable in annual or semi-annual installments as indicated below. District must clearly mark one payment plan below. If a plan is not clearly identifiable by SI&A, then District agrees to pay the Fee on an annual basis.

3 annual payments due July 1, 2015, 2016 and 2017.

6 semi-annual payments due July 1, 2015, 2016 and 2017, and January 1, 2016, 2017 and 2018.

5.3 **Travel; Lodging Expenses.** If SI&A reasonably determines that travel to District's site is necessary, SI&A and District shall schedule mutually convenient dates and times for such meetings. All travel and lodging expenses incurred by SI&A in connection with the Initial Scope of Services are included in the Fee.

- 6. **Entire Agreement.** This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A is the final expression of, and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.
- 7. **Exhibits.** All exhibits referred to in this Agreement are attached and incorporated herein by this reference.
- 8. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.

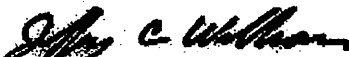
IN WITNESS WHEREOF, the District and SI&A have made and executed this Agreement as set forth below.

SI&A:

DISTRICT:

**SCHOOL INNOVATIONS
& ACHIEVEMENT, INC.**

ROCKLIN UNIFIED SCHOOL DISTRICT

Signature: 
 Date Signed: 7/15/2015
 Print Name: Jeffrey C. Williams
 Title: Chief Executive Officer
 Company: School Innovations & Achievement
 Address: 5200 Golden Foothill Parkway
El Dorado Hills, CA 95762
 Phone: (800) 487-9234
 Fax: (888) 487-6441

Signature: _____
 Date Signed: August 6, 2015
 Print Name: Barbara Patterson
 Title: Deputy Superintendent
 Address: 2615 Sierra Meadows Drive
Rocklin, CA 95677
 Phone: (916) 630-2234
 Fax: _____
 Email: bpatterson@rocklin.k12.ca.us

EXHIBIT A - STANDARD TERMS AND CONDITIONS

1. **Scope of Services; Independent Contractor.** SI&A's services described in the Agreement (the "Services") detail the initial scope of services anticipated by SI&A as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee is based on this Initial Scope of Services. If SI&A determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Period, SI&A reserves the right to increase the Fee to compensate for the unanticipated or additional services as mutually agreed upon in writing by both Parties. This Agreement is not for lobbying services and SI&A is not being retained to provide lobbying services to District. The Parties agree that School Innovations & Achievement is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.
2. **Termination.** Either Party may terminate the Agreement, with or without cause, by delivering written notice of termination to the other Party not later than thirty (30) days prior to expiration of the current Agreement Year within the Agreement Period. The effective date of termination shall be the expiration of such current year of the Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. Except as set forth in this Section 2, neither Party shall have any liability to the other for damages resulting solely from a Party's termination of this Agreement in accordance with this Section 2.
3. **Termination Due to Changes in State Law.** If Legislation is enacted that eliminates or suspends K-12 education mandates, thereby making the filing of mandate reimbursement claims impossible or futile, District may immediately terminate this Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. All other terminations shall be subject to the terms and conditions set forth in Section 2, above.
4. **Notice.** All Agreement notices must be in writing, directed to the Party's address set forth below such Party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A Party may change the address stated in the Agreement by giving notice to the other Party.
5. **District's General Responsibilities; District Acknowledgment.** During the Agreement Period, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District, its employees and contractors properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by SI&A for any service obtained by District; (c) importing only data that reflects student performance to the grade level into the school site plan to ensure confidentiality and consistency with FERPA guidelines; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that SI&A's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that SI&A's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. SI&A has explained its requirements in this regard to District and District agrees to meet these requirements.
6. **Further Assurances.** Upon request of the other Party, SI&A or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.
7. **Assignment Prohibited.** Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.
8. **Family Educational Rights and Privacy Act ("FERPA"); California Education Code.** SI&A may have limited access to student information only for purposes of providing the legally required notification services, if any, specified in this Agreement. SI&A performs the Services as an agent of District and has no right to access or utilize student information for any other purpose. SI&A, its officers and employees, shall comply with the Family Educational Rights and Privacy Act and California Education Code sections 49073 et seq. and/or sections 76240 et seq. at all times.
9. **Confidential and Proprietary Materials of SI&A.** During performance of the Agreement, SI&A may provide materials or disclose information to District that SI&A considers proprietary or confidential including, but not limited to SI&A's training handbooks, policy manuals, instructions, copyrighted checklists and forms ("SI&A's Materials"). District agrees that District acquires no interest of any kind in SI&A's Materials. At all times during and after the Agreement Period, District agrees (a) to keep SI&A's Materials in confidence and trust for SI&A; (b) not to disclose, duplicate or otherwise use SI&A's Materials, except in furtherance of SI&A's performance per the Agreement; (c) to limit access to SI&A's Materials to District's employees and/or contractors who have a "need to know;" and (d) to promptly return all copies of SI&A's Materials to SI&A after a request is made.
10. **Limitation of Liability; Indemnification.** In no event shall SI&A's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by SI&A under this Agreement. SI&A shall not be liable for any consequential damages. Each Party agrees to defend, hold harmless, and indemnify the other Party (and its officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by the indemnifying Party's breach of the terms of this Agreement. In the event that any action or proceeding is brought against a Party by reason of any claim or demand discussed in this Section 10, upon notice from the Party, the indemnifying Party shall defend the action or proceeding at the indemnifying Party's expense, through counsel reasonably satisfactory to the other Party. The obligations to indemnify set forth in this Section 10 shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the time of giving the first notice of any claim or demand. The indemnifying Party's obligations under this Section 10 shall apply regardless of whether the other Party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage caused solely by the active negligence or by the willful misconduct of the other Party.
11. **Governing Law; Enforcement Costs.** The Agreement shall be governed by and construed in accordance with the substantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a Party's rights or obligations under this Agreement, then the prevailing Party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the Party may be entitled.
12. **Judicial Reference.** In the event a dispute is not resolved through discussions and negotiations among the Parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638 et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the Parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The Parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure Section 2017 et seq. **BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT.** All general reference proceedings hereunder shall, unless all Parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.
13. **Modification; Interpretation; Severability; Construction.** No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both Parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to the Agreement.
14. **Waiver.** Either Party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, provisions by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.
15. **Force Majeure.** A Party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other Party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the Party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement.

ROCKLIN UNIFIED SCHOOL DISTRICT

Item 9.7
CONSENT
August 5, 2015

BOARD AGENDA BRIEFING

SUBJECT: Approval of Budget Revisions for State Adopted Budget Impact, and Mello Roos Capital Project Fund Expenditures

DEPARTMENT: Office of the Deputy Superintendent, Business & Operations

Background:

Education Code 42127(h) requires local education agencies to make available for public review, not later than 45 days after the Governor signs the annual Budget Act, any revisions in revenues and expenditures that it has made to its budget to reflect the funding made available by the annual Budget Act. It is standard practice for changes to be made to the budget throughout the year.

Status:

In the 2015-16 State adopted budget, the Legislature and Governor reduced the Local Control Funding Formula gap percentage funded from 53.08% to 51.52%, and the one-time discretionary funds from \$601 per ADA to \$530 per ADA from the May revision (District built its adopted budget on May revision assumptions).

They also allocated new one time funding for educator effectiveness of approximately \$1,450 per certificated staff member for the purpose of beginning teacher support, professional improvement and development aligned to content standards. There is insufficient information available from the State at this time regarding this funding to budget revenue or expenditures, so it will be brought forward to the Board of Trustees later in the year.

Budget changes are listed in the attachment. In addition to the changes made to reflect the impact of the State adopted budget in the General Fund and the Charter Fund, an increase in expenditures in the Mello Roos Capital Project Fund for furniture and equipment to expand the TK program this fall is also included.

Presenter:

Barbara Patterson, Deputy Superintendent, Business & Operations

Financial Impact:

Current year: General Fund (\$991,655), Charter Fund (\$3,818) and Mello-Roos Capital Project (\$100,197).
Future years: N/A
Funding source: N/A

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

Check one of the following: [X] Consent Calendar [] Action Item [] Information Item

Packet Information:

Budget revisions are included in the agenda packet.

Recommendation:

Staff recommends approval of budget revisions.

Budget revisions in Fund 01 and 09 resulting from State Adopted Budget are summarized below:

FUND 01 - GENERAL FUND		
Beginning Excess of Revenues over Expenditures		\$ 9,417,439
Revenues		
Decrease in LCFF Base Funding	\$ (229,536)	
Decrease in LCFF Supplemental Funding	(20,683)	
Decrease in One-Time Discretionary Funds	(762,119)	
Total Decrease in Revenues	(1,012,338)	
Expenditures		
Decrease in Supplemental Materials and Supplies		\$ (20,683)
Revised Excess of Revenues over Expenditures		8,425,784
Adopted Beginning Fund Balance		11,156,448
Revised Ending Fund Balance		\$ 19,582,232

FUND 09 - GENERAL FUND		
Beginning Excess of Revenues over Expenditures		\$ 209,098
Revenues		
Decrease in LCFF Base Funding	\$ (3,818)	
Decrease in LCFF Supplemental Funding	(6,652)	
Total Decrease in Revenues	(10,470)	
Expenditures		
Decrease in Supplemental Materials and Supplies		(6,652)
Revised Excess of Revenues over Expenditures		205,280
Adopted Beginning Fund Balance		122,813
Revised Ending Fund Balance		\$ 328,093

FUND 49 MELLO-ROOS		
Beginning Excess of Expenditures over Revenues		\$ (1,250,749)
Expenditures		
Increase for furniture and equipment for new T-K classrooms at CS, RE, SR		100,197
Revised Excess of Expenditures over Revenues		(1,350,946)
Adopted Beginning Fund Balance		15,770,460
Revised Ending Fund Balance		\$ 14,419,514

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Contract with Economic & Planning Systems (EPS) for Services Related to Providing CFD Administration Tasks FY 2015-16 EPS # 152031

DEPARTMENT: Office of the Deputy Superintendent of Business & Operations

Background:

Annually the District must submit a special levy to the County Auditor-Controller to assess the Mello Roos Tax in the Community Facilities Districts, as well as Continuing Disclosure documents for the bond financings to the rating agencies and depositories and the yearly fiscal status report for Mello Roos Community Facilities Districts (CFD) to the California Debt and Investment Advisory Commission.

Status:

Economic & Planning Systems (EPS) will continue to maintain the property parcel database, prepare the annual special levy and respond to public inquiries regarding the special tax. In addition, it will provide analysis for the annual Continuing Disclosure and Fiscal Status Reports mentioned above as well as other analysis of funding strategies for school facilities.

Presenter:

Barbara Patterson, Deputy Superintendent of Business & Operations

Financial Impact:

Current year: Not to exceed \$18,000
Future years: N/A
Funding source: CFD # 1 and #2

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

Recommendation:

Staff recommends approval of the contract with Economic Planning Systems.

April 22, 2015

Barbara Patterson
Associate Superintendent, Business Services
Rocklin Unified School District
2615 Sierra Meadows Drive
Rocklin, CA 95677

Subject: Rocklin Unified School District Community Facilities District
Administration Services; EPS #152031

Dear Barbara:

Economic & Planning Systems, Inc. (EPS) would appreciate the opportunity to continue assisting the Rocklin Unified School District (District) with the annual administration of three Mello-Roos Community Facilities Districts (CFDs). Under this proposed scope of work, EPS will prepare the Annual Tax Report, prepare the annual levy file, prepare reports as needed, and respond to public inquiries regarding the special tax levied by the District under the authority of the CFDs.

The Economics of Land Use



Key Personnel

Managing Principal Jamie Gomes will serve as Principal-in-Charge of this project and will provide guidance and input as needed. Senior Vice President Russ Powell will serve as Project Manager and will conduct the day-to-day management of this project. Additional EPS staff may assist in identifying, collecting, and analyzing data. EPS will subcontract with a third-party vendor to provide Geographical Information Systems (GIS) services for the purposes of mapping tax levy data, as needed.

Scope of Work

Task 1: Provide CFD Administration for Fiscal Year 2015–16

Subtask 1.1: Review Records

EPS will review records of the City of Rocklin (City) and Placer County (County) to maintain and update a list of taxable parcels in the CFD. The list will contain Assessor's Parcel Numbers, development status, taxable status, fiscal year in which parcel was first taxed as a "developed" parcel, and any other related data required to develop the annual special tax levy.

Subtask 1.2: Prepare List

EPS will prepare a list of the special tax levy for delivery to the County Auditor-Controller and will work with the District to prepare and deliver all accompanying documentation of the special tax levy.

*Economic & Planning Systems, Inc.
2295 Gateway Oaks Drive, Suite 250
Sacramento, CA 95833-4210
916 649 8010 tel
916 649 2070 fax*

*Oakland
Sacramento
Denver
Los Angeles*

www.epsys.com

Subtask 1.3: Prepare Tax Report

Using information developed in the previous subtasks, EPS will prepare the annual tax report for presentation to the Board of Trustees (Board) at the first regular meeting in July 2015. Once the tax report is approved by the Board, EPS will prepare the annual special tax levy for delivery to the County Auditor-Controller by July 31, 2015.

Task 2: Provide Technical Support for Fiscal Year 2015-16

EPS will prepare an analysis for Bruce Kerns, of Stone & Youngberg, supporting the annual continuing disclosure and other analyses. This task also will include any other analysis of funding strategies for school facilities as directed by the District. **Task 2** includes a \$700 data acquisition fee for access to current Assessor's data to identify taxable parcels and prepare disclosure reports.

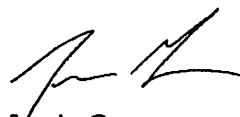
Budget

The estimated budget to complete this work is **\$18,000**, composed of **\$11,000** for **Task 1** and **\$7,000** for **Task 2**. EPS charges for its services on a direct-cost (hourly billing rates plus direct expenses), not-to-exceed basis; therefore, you will be billed only for the work completed up to the authorized budget amount. Travel, data, or reproduction expenses will be billed at cost, and invoices are submitted monthly and are payable on receipt. If additional work or meetings are required, EPS will request authorization for additional budget with the understanding that terms will be negotiated in good faith. EPS's Hourly Billing Rates and Standard Terms and Conditions are attached as part of this letter agreement.

Again, EPS appreciates the opportunity to work on this project. To approve this proposal, please sign below, return a signed copy of this letter agreement to EPS, and keep another copy for your records. If you have questions or require changes to this proposal, please call Project Manager Russ Powell at (916) 649-8010.

Sincerely,

ECONOMIC & PLANNING SYSTEMS, INC.



Jamie Gomes
Managing Principal

Attachments

Approved:

Rocklin Unified School District

Date

2015 HOURLY BILLING RATES

Sacramento Office

Managing Principal	\$250-\$280
Senior Principal	\$300
Principal	\$225-\$240
Executive/Senior Vice President	\$215
Vice President	\$195
Senior Technical Associate	\$180
Senior Associate	\$165
Associate	\$145
Research Analyst II	\$100
Research Analyst I	\$80
Production and Administrative Staff	\$80

Billing rates updated annually.



Economic & Planning Systems, Inc.
Standard Terms and Conditions for Consulting Services

1. Authority

Each party has full power and authority to enter into and perform this contract, and the person signing this contract on behalf of each has been properly authorized and empowered to enter into this contract. Each party further acknowledges that it has read this agreement, understands it, and agrees to be bound by it.

2. Independent Contractor

It is specifically understood and agreed that in the creation and performance of this Agreement, CONSULTANT is an independent contractor, and is not and shall not be construed to be an employee or agent of the CLIENT.

3. Insurance

CONSULTANT shall maintain the following insurance:

- 3.1. Workers Compensation as required by law.
- 3.2. General Liability insurance policy of \$1,000,000, \$3,000,000 in aggregate, for personal injury and property damage.
- 3.3. Auto Liability insurance of \$1,000,000, combined single limit for bodily injury and property damage covering non-owned and hired vehicles.
- 3.4. Errors and Omissions/Professional Services Liability and Personal and Advertising Injury insurance in the amount of \$2,000,000.
- 3.5. Excess/Umbrella Liability insurance in the amount of \$1,000,000.

4. Personnel

The CONSULTANT represents that it is an equal opportunity employer and has, or will secure at its expense, all personnel required in performing the services under this Agreement. All personnel engaged in the work shall be authorized or permitted under State and Local law to perform such services.

5. Interest of CONSULTANT

CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

6. Publication, Reproduction, and Use of Material

CLIENT may publish, distribute, or otherwise use any data, information, reports, or other materials prepared under this Agreement by CONSULTANT (EPS Work Product), in whole or in part, for purposes of this project. This authority does not apply to any computer models or software used or developed as a result of this contract, unless a separate agreement is signed concerning the disposition of such materials. CLIENT acknowledges that EPS Work Product was prepared by CONSULTANT solely for contemporaneous use by CLIENT for this Project and that it is not intended for use at any other time, location, purpose or by any other party. Accordingly, CLIENT shall not, without the prior written consent of CONSULTANT (which CONSULTANT may withhold in its sole discretion), (i) use EPS Work Product for purposes unrelated to the Project, (ii) modify EPS Work Product, or (iii) disclose or distribute any EPS Work Product to any other person, firm, or entity. CONSULTANT shall be entitled to indemnification by CLIENT, pursuant to paragraph 13 hereof, if CLIENT breaches this provision, in addition to all other available remedies at law or in equity.

7. Confidentiality

Any reports, information, or data given to or prepared or assembled by the CONSULTANT under this Agreement shall not be made available to any individual or organization by the CONSULTANT without the prior written approval of the CLIENT. CONSULTANT is entitled to retain copies of all data, working papers, interim documents, memoranda, and reports produced under this Agreement. However, nothing contained herein shall prevent the disclosure of such information if compelled by legal process, and in the event thereof, only after notice to CLIENT.

8. Amendments to the Contract

No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

9. Disputed Invoices

In the event that CLIENT disputes any item on an invoice, CLIENT shall notify the CONSULTANT of this disputed item within five working days of receipt of the invoice. CLIENT will approve payment of items on an invoice that are not in dispute and CLIENT and CONSULTANT will proceed to negotiate or arbitrate the disputed items as specified elsewhere in this Agreement.

10. Audits and Inspections

On reasonable notice, CLIENT may inspect any books, records, or other materials that pertain directly to this Agreement.

11. Compensation for Testimony and Preparation Thereof

If any legal action is brought in connection with the Agreement, other than an action that is solely the result of the incompetence or malfeasance by CONSULTANT, by or against a third party, and CLIENT requests that CONSULTANT or a SUBCONSULTANT, (or if CONSULTANT or a SUBCONSULTANT is otherwise required) to testify, provide information, produce materials, or otherwise spend time on such action, then CLIENT shall pay CONSULTANT or SUBCONSULTANT

for time expended at their standard rates then in effect, plus advance all related expenses and costs, including, but not limited to, reasonable attorneys' fees. Such compensation shall be in addition to the maximum charge for services defined in the Agreement.

12. Termination of Agreement

The CLIENT may, at its option, elect to cancel the contract at any time, by notice to CONSULTANT, on completion of any task described in the scope of services. In such event the CLIENT will pay to the CONSULTANT the amount due by virtue of completion of the products therefore delivered. If such cancellation is not based on any claim of CONSULTANT default, such payment shall include any sums withheld pursuant to this Agreement. In addition, the CONSULTANT shall be reimbursed (in addition to the payment) for that portion of the actual out-of-pocket costs not otherwise reimbursed under this Agreement previously incurred by the CONSULTANT during the period of the Agreement, which are directly attributable to the incomplete portion of the services covered by this Agreement.

13. Indemnification/Limitation of Liability

- 13.1. CLIENT agrees to release, indemnify, hold harmless, and defend CONSULTANT and all of its partners, employees, agents, and representatives of all types from and against all claims, liability, loss, cost, damage, expense, or obligation, including, but not limited to reasonable attorneys' and experts' fees and costs, which any of them may hereafter incur, suffer, or be required to pay by reason of any actions in connection with this Agreement or the performance thereof except as to claims which are finally adjudicated or arbitrated to have resulted from the sole negligence or willful misconduct of CONSULTANT.
- 13.2. CLIENT agrees that CONSULTANT is not responsible for the identification of hazardous or toxic substances, waste or materials, or petroleum products and/or petroleum components or constituents, and is not liable for any conditions that stem from contamination from hazardous or toxic substances, waste or materials, or petroleum products and/or petroleum components or constituents.

14. Nondiscrimination and Equal Opportunity

CONSULTANT and its SUBCONSULTANTS shall not unlawfully discriminate against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by CONSULTANT under this Agreement because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age (over 40), gender, or gender orientation. CONSULTANT shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of CONSULTANT thereby.

15. Standard of Performance

All work performed by CONSULTANT for CLIENT pursuant to this Agreement shall be performed by qualified persons, and shall be performed in accordance with standards of performance generally applicable to the work in the community in which the work is performed.

As in all projects of this type, the estimated results are based on the continued competent and efficient management by CLIENT. In addition, the conclusions reached by CONSULTANT are based on the assumption that no significant changes in project conditions will occur beyond those expressly discussed in EPS Work Product. CONSULTANT shall be able to rely on information provided to it by the CLIENT, and CONSULTANT shall have no responsibility to audit or otherwise verify such information.

16. Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of such party. Such acts shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, power failures, earthquakes, or other disasters.

17. Arbitration and Attorneys' Fees

In the event of a dispute in any manner relating to or arising out of this Agreement, the parties shall meet, confer, and negotiate in good faith in an attempt to resolve the dispute. In the event the parties are unable to resolve the dispute themselves, the dispute shall be resolved through binding arbitration in Sacramento County, State of California, under the Construction Industry Arbitration Rules of the Judicial Arbitration and Mediation Services, Inc., (JAMS). In arbitrating any issue arising under this Agreement, the power and authority of the arbitrator shall include the power and authority to grant such equitable relief (including injunctive relief) as may be appropriate under the circumstances, in accordance with applicable law. The decision award of the arbitrator shall be binding on the parties and shall be enforceable by judgment entered in a court having jurisdiction. In the event the arbitrator determines there is a prevailing party in the arbitration, the prevailing party shall recover from the losing party all costs of arbitration, including all fees of the arbitrator and all attorneys' fees reasonably incurred by the prevailing party. The arbitrator shall have authority to order such limited discovery as the arbitrator shall deem relevant and appropriate.

18. Governing Law

This contract will be governed by and construed in accordance with the laws of the State of California.

19. Notice

Notice given under the terms of this Agreement shall be in writing and shall be effective the day it is mailed, properly addressed, to the party to receive such notice. Notice delivered other than by mail shall be effective when received. Any change of address of either of the parties shall be effective on receipt of notice of such change by the opposite party.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Award Bids for Major Food Items and Paper Goods for the Nutrition Services Department for 2015-16.

DEPARTMENT: Office of the Deputy Superintendent, Business & Operations

Background:

Nutrition Services staff participated in a collaborative bidding process with the Placer Union High School District, Nevada Joint Union High School District, Western Placer Unified School District and Auburn Union School District to get the most competitive prices on major food items and paper products.

Status:

The bid amount awarded to each vendor is based on estimated volume and is therefore only an estimate of the final contract amount.

Presenter:

Barbara L. Patterson, Deputy Superintendent, Business & Operations

Financial Impact:

Current year:	The Danielsen Company	Estimated \$ 114,831
	Sysco	Estimated \$ 101,981
	Crown Distributing	Estimated \$ 78,012
	Pro Pacific	Estimated \$ 124,610
Future years:	NA	
Funding source:	Cafeteria Fund	

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:

Bid spreadsheets from The Danielsen Company, Sysco, Pro Pacific and Crown Distributing.

Recommendation:

Award bids for major food items and paper goods to the Danielsen Company, Sysco Food Service, Pro Pacific and Crown Distributing.

PRO PACIFIC - AWARDED BID '15-'16

Description	Net Weight	Code #	Pack Size	# Cases	Cost	\$ Total
FRUITS						
Apple, Fuji, Red, Gala, Granny	40#		138 ct	560	23.75	\$ 13,300.00
Apple, Variety	40#		198 ct	306	23.75	\$ 7,267.50
Banana Petite 150 ct (green)	40#		150 ct	183	19.95	\$ 3,650.85
Banana Petite 150 ct (ripe)	40#		150 ct	288	19.95	\$ 5,745.60
Grape Lunch Bunch	21#		21#	533	24.75	\$ 13,191.75
Orange Choice	38#		138 ct	354	19.95	\$ 7,062.30
FRUITS - SEASONAL						
Kiwi Volume Fill F/S	20#		110 ct	86	22.50	\$ 1,935.00
Pear - Bartlett	40#		135 ct	45	22.75	\$ 1,023.75
Pear - Red	40#		135 ct	74	22.75	\$ 1,683.50
Persimmons	20#		110ct	57	25.95	\$ 1,479.15
Strawberry Clamshell	8#		8/1#	87	14.75	\$ 1,283.25
Tangerines/Tangelos/Mandarins	25#		120ct	248	26.75	\$ 6,634.00
Watermelons	35#		3 ct	219	16.75	\$ 3,668.25
Seasonal Misc -						
VEGETABLES						
Broccoli Mini Frette	12#		4/3#	82	19.95	\$ 1,635.90
Broccoli Florets Mini Cut	3#		3#	275	5.75	\$ 1,581.25
Carrot - Teenies	16.25#		100/2.6 oz	845	21.95	\$ 18,547.75
Carrot Peeled Mini Cs	40#		8/5#	6	34.95	\$ 209.70
Carrot Peeled Mini Bag	5#		5#	184	5.50	\$ 1,012.00
RSS Carrot Shredded Bl	5#		5#	11	7.75	\$ 85.25
RSS Salad Ice/Rom Mix Cs	20#		4/5# bag/cs	278	14.50	\$ 4,031.00
RSS Salad Ice/Rom Mix Bag	5#		5# bag	166	4.00	\$ 664.00
Lettuce Shredded 1/8" - Cs	20#		4/5#	23	13.00	\$ 299.00
Lettuce Shredded 1/8" - bag	5#		5# bag	42	3.75	\$ 157.50
Leaf Lettuce-Crown RSS	10#		2/5#	131	19.95	\$ 2,613.45
Tomatoes - Grape	10#		10#	282	16.75	\$ 4,723.50
Tomato - Sliced	10#		2/5#	100	29.77	\$ 2,977.00
Tomato Sliced Tray	5#		5#	71	17.63	\$ 1,251.73
SPECIALTY						
Egg, Hard Boiled			6/1doz=72	41	20.80	\$ 852.80
Fire Roasted Salsa - Harvest Red	42#		6#10	51	36.95	\$ 1,884.45
Yogurt Danimals Strawberry	12#		48/4oz	918	10.38	\$ 9,528.84
CATERING ONLY						
Cantaloupe Melon	35#		12 cnt	9	14.75	\$ 132.75
Pineapple Chunks	5#		5#	9	20.78	\$ 187.02
Strawberry Stem Clamshell	8#		8/1#	2	23.75	\$ 47.50
Cucumber 3ct Bag	2.25#		3 ct bag	2	2.65	\$ 5.30
Mushroom Cello BL	1#		1#	1	3.75	\$ 3.75
Pepper Green 6ct Bag	2.5#		6 ct bag	1	3.25	\$ 3.25
Pepper Red 6ct Bag	2.09#		6 ct bag	1	4.25	\$ 4.25
Zucchini Squash Stick "TAMS"	5#		5#	1	10.75	\$ 10.75
Zucchini Whole 6ct bag	2.15#		6ct	1	2.25	\$ 2.25
Salad - Macaroni Elbow		Resers	3/8#	3	26.72	\$ 80.16
Salad- Potato Northwest		Resers	3/8#	5	30.56	\$ 152.80
Seasonal Price Increases - 3%						
						\$ 4,000.00
ORDER GRAND TOTAL				6581	TTL \$	\$ 124,609.80

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Superintendent Employment Contract Addendum

DEPARTMENT: Office of the Assistant Superintendent, Human Resources

Background:

In September 2014, the state legislature and governor approved changes/reforms to CalSTRS. These changes were in response to public concerns regarding the long-term solvency of CalSTRS and other public pension funds. CalSTRS, like most pension systems, uses a formula based on age, length of service and compensation level to determine an employee's retirement benefits. One of the changes made was to redefine what qualified as "creditable compensation". A significant change was to exclude allowances, such as car allowances from "creditable compensation" beginning in 2015. Therefore, as of January 1, 2015, the Superintendent's paid car allowance no longer counts towards his annual compensation for CalSTRS. When the reforms were enacted in 2014, a grace period was created to allow for changes in compensation to be restructured until January 1, 2016. The requested adjustment for the Superintendent contract salary schedule is to end the separate car allowance payment and move the car allowance amount to the base pay. This would not increase the compensation of the Superintendent in that the same amount would have been paid out as a separate car allowance that would be added to the base pay or salary schedule. If this adjustment is not made, it would have a regressive impact on the creditable compensation amount for the CalSTRS contribution.

Status:

The Contract Addendum makes the following changes:

1. Extends the contract to end on June 30, 2018 in place of the current June 30, 2017.
2. Includes the current annual car allowance of \$7,800 in the Superintendent's base salary and eliminates the car allowance provision from the contract.
3. Aligns evaluation and goal objective dates to current process.

Presenter:

Colleen Slattery, Assistant Superintendent, Human Resources

Financial Impact:

Current year:

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:

Superintendent Compensation Worksheet

ACSA Compensation FAQ

Superintendent Current Contract

Superintendent Contract Addendum

Recommendation:

Staff recommends approval of the Superintendent Contract Addendum.

Superintendent Compensation

Attachment A

	2014-15
Superintendent Salary	200,096
Superintendent .54% true up RAPA 2014-15	201,177

	2015-16 Base Salary Excluding Car Allowance*	2015-16 Base Salary Adjusted to Include Car Allowance*
Superintendent 2.5% Positive Evaluation	206,206 ^	214,006 ^

Compensation not included in Base salary:

Master's Degree	939	939
Doctorate Degree	1,370	1,370
Car Allowance*	7,800	

^Does not include settlement for 2015-16



association of california
school administrators

Leadership matters. Diversity counts.

Frequently asked questions on creditable compensation

The following article was prepared by Lozano Smith attorney Ashley Emerzian and ACSA Legislative Advocate Sal Villaseñor.

The California State Teachers Retirement System has approved Creditable Compensation Regulations for the purposes of calculating retirement benefits, and ACSA aims to provide clarity to members impacted by the changes.

The new regulations affect only those CalSTRS member who earn 2 percent at age 60 and were enrolled in the system before Jan. 1, 2013. They do not apply to members enrolled on or after Jan. 1, 2013. The regulations are effective Jan. 1, 2015, and in some instances may lower creditable compensation for some administrators.

Following are common questions received by ACSA and its legal experts since the regulations were approved on Sept. 4, 2014. However, it should be noted that these matters are complex and often very fact-dependent. ACSA encourages its members to seek legal counsel before making bargaining changes to compensation with teachers unions or restructuring administrator contracts based on the information below.

Q: What does "class of employees" mean?

A: Under the Teacher's Retirement Law, compensation must be paid the same throughout a class of employees.

A class of employees can generally be described as a group of employees performing similar duties, employed in the same type of educational program or sharing similarities related to the nature of the work they perform. The new creditable compensation regulations provide guidance on the types of classes that can be established.

Importantly, a class cannot be established based on whether an employee is subject to the Public Employees Pension Reform Act, age or amount of service credit. Further, a class cannot be established based on work year unless certain criteria are met.

Q: How is "salary" defined for the purposes of the regulations?

A: Salary is compensation paid in cash to an employee performing creditable service. It must be characterized as salary by contract or salary schedule and paid without a requirement for proof of expense. Importantly, it must be used as a basis for future pay increase, unless paid for a narrow set of activities characterized as "outgrowth" (i.e., extra-duty) work.

Generally, "salary" under the regulations is the base salary on the certificated salary schedule based on education and years of experience, or as listed in certificated management salary schedules and administrator contracts.

Q: How does "salary" differ from "remuneration in addition to salary?"

A: Remuneration in addition to salary is compensation that does not meet the salary requirements described above, but which also counts as creditable for purposes of retirement. Examples include longevity pay, off-schedule pay or pay received for achieving a performance benchmark, such as reaching a district-wide student academic performance score.

★ Q: What is non-creditable compensation?

Non-creditable compensation is all compensation that does not meet the definition of salary or qualify as remuneration in addition to salary under the new regulations.

Examples include fringe benefits, such as the cost of health benefit contributions or professional dues paid by school districts, receipt of cash in lieu of any benefit, or reimbursed business expenses.

However, the most significant change under the new regulations relates to allowances. Allowances are no longer creditable compensation as of Jan. 1, 2015.

Q: If I attend a work conference and I am given a \$1,000 travel advance, but spend only \$800, is any portion creditable?

A: Compensation paid for expense reimbursement, even if advanced to the employee, is not creditable compensation. In general, if you have to provide proof of an expenditure, then the compensation is not creditable to CalSTRS regardless of whether you use the full amount provided.

★ Q: If I am given \$500 for a car allowance, but my car expenses only average \$300/month, is any portion of the allowance creditable?

A: Allowances of any kind, no matter the amount or purpose, are not creditable compensation under the new regulations.

Q: As an administrator, should I restructure my contract?

A: Before the end of 2015, administrators with any non-creditable forms of compensation in their contracts should consider whether a restructure of compensation is right for them.

Several options are available for restructure of compensation, each with varying levels of risk to the administrator. Restructures should be analyzed under the new regulations on a case-by-case basis. Any restructure should be carefully executed in consultation with legal counsel and ACSA representatives.

★ Q: What recommendations does ACSA have for administrators considering a restructure?

A: Administrators currently working under contracts should think very carefully about their individual situations before restructuring their own contracts. They should start with reviewing those elements in the contract that upon restructuring might positively impact their final creditable compensation number, and whether the change falls within the complex requirements as outlined in the new regulations. These include recognizing the changes being made are permanent in the business practice and will they meet the "consistent treatment" test.

★ Q: What does "consistent treatment" mean?

A: There are two tests for consistent treatment under the regulations. One relates to restructures of non-creditable compensation into base salary. Those must take place before Jan. 1, 2016 and must be a permanent change in business practice to avoid risk of being deemed "inconsistent" under the new regulations.

The second relates to all other increases to compensation. For those increases, the regulations provide "get out of jail free" cards, which allow such increases to be deemed consistent. For example, an increase to base salary for an administrator that matches the increase negotiated with a bargaining unit will likely be deemed consistent.

Any increase to compensation should be reviewed under the new regulations to ensure consistent treatment. Any compensation deemed inconsistent will be re-directed from the Defined Benefit Program to the Defined Benefit Supplement account, or may be disallowed entirely if non-creditable.

Q: What about compensation paid a limited number of times?

A: Compensation paid a limited number of times, such as one-time bonuses, are creditable to the DBS account only for classic members. Such compensation is not creditable at all for new members. This retirement distinction will likely spark discussion at the bargaining table as more and more new members make up bargaining units and unit leadership.

Q: How is compensation for extra-duty or "outgrowth" work credited?

A: Compensation for extra-duty assignments will be creditable if it relates to projects considered to be outgrowths of the instructional program (e.g., departmental chair positions, coaching pay, club or extra-curricular supervisory duties). For full-time staff, such compensation will be routed to the DBS account. For part-time staff, such compensation will be routed to the DB account until a full-time equivalent is reached.

Q: As an employer, how do I handle "buying-out" of a teacher's prep period?

A: Employers may lawfully "buy-out" preparation periods. Compensation, preparation periods, and the workday are all terms subject to negotiation with teacher's unions under the Education Employee Relations Act. Accordingly, buy-outs should be negotiated with the teacher's union involvement and be memorialized in writing.

From a retirement perspective, such compensation will be routed to the DBS account for classic members. For new members, such compensation is likely not creditable unless structured to be paid over time as the work is performed. Lump sum or ad-hoc payments are not creditable for new members.

Q: What do these regulations attempt to accomplish? Is CalSTRS simply trying to penalize members?

A: CalSTRS has an obligation to audit school employers, employees and retirees. CalSTRS also has an obligation to counsel its members, not only on financial planning, but also on changes to the retirement law.

For years, CalSTRS used various guides – for example, the Employers’ Creditable Compensation Guide – to educate the employer and the member about the various elements of the retirement law. It became apparent that there needed to be a more formal set of rules that had gone through the formal regulatory process, thereby removing any misinterpretation by all those involved.

Q: If I am audited, and mistakes are found, do I have to repay CalSTRS? If so, at what rate? Will I have to pay interest?

A: If compensation is disallowed before retirement, corrections of such errors can be made through the normal reporting procedures. If compensation is disallowed in an audit after retirement has already begun, CalSTRS will lower the retiree’s monthly allowance on a prospective basis and the CalSTRS retiree will be required to pay back any monies already received at a rate of 5 percent per month deducted from the retiree’s monthly allowance.

Interest is not charged. The school district employer may also owe money to CalSTRS if compensation is disallowed after retirement. CalSTRS will require the school district employer to pay any amount not expected to be collected from the retiree based on actuarial information on expected age at death.

Q: What steps can administrators take to be prepared in the event of a CalSTRS audit?

A: We recommend administrators keep files, which track all contracts, addendums and revisions along with associated board meeting agendas and board meeting minutes of approval. In certain instances, it will be helpful for the board packet or meeting minutes to explain the reason for an increase, but language should be carefully drafted to avoid unintended retirement consequences. ACSA representatives and Lozano Smith attorneys are available to assist with advising on necessary language.

Additionally, public retirement is an area of law subject to frequent and sweeping changes. Keeping abreast of those changes is key to understanding risks in the event of an audit. Below we provide information on how you can stay up-to-date.

Q: Where can administrators get more information on retirement law changes?

A: ACSA and Lozano Smith have collaborated to provide reference materials such as articles and webinars on a variety of issues related to retirement law. Those materials can be found on our websites, www.acsa.org and www.lozanosmith.com.

Additionally, if you have not yet signed up for ACSA’s e-alerts or Lozano Smith’s Client News Briefs, you can do so via our websites to ensure you receive future announcements on this topic. Lozano Smith attorneys and ACSA representatives are available to advise on the retirement implications of compensation packages negotiated at the bargaining table and in administrator contracts.

In addition, several county offices of education across the state have provided information through their individual circulars or websites as well as trainings that have been conducted locally. Check with your county office for more information.

Staying informed and up-to-date will require all administrators and school boards across the state to be educated on these vary complex retirement laws and regulations. These sets of rules impact the whole educational system, not just the CalSTRS member.

Ashley N. Emerzian is an associate in Lozano Smith’s Fresno office. Emerzian regularly provides counsel regarding CalSTRS and CalPERS laws governing creditable service, creditable compensation and post-retirement employment matters. She also advises clients regarding negotiations, collective bargaining agreements and administrator contracts. In 2013 and 2014, Emerzian was named a Rising Star by Super Lawyers Magazine.

**EMPLOYMENT AGREEMENT BETWEEN ROCKLIN UNIFIED SCHOOL DISTRICT
AND SUPERINTENDENT**

This Employment Agreement (“Agreement”) is made and entered into effective as of August 6, 2014, by and between the Rocklin Unified School District, a public agency of the State of California (“District”) and Roger Stock, an individual (referred to herein as “Superintendent”).

WHEREAS, the District’s Governing Board of Education (“Board”) desires to continue the employment of Superintendent as the Superintendent of the District, and Superintendent desires to continue employment as the Superintendent of District upon the terms and conditions hereinafter set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties hereto agree as follows:

1. TERM

The term of this agreement shall commence on July 1, 2014, and end June 30, 2017, for a term of three (3) years, unless terminated earlier pursuant to the provisions of this Agreement, or unless extended as provided herein or as provided by law. In the event the Board determines not to reemploy the Superintendent, the Board shall provide written notice to the Superintendent at least ninety (90) days in advance of the expiration of the term of the Agreement pursuant to Education Code section 35031.

2. SALARY

Superintendent shall be entitled to a 4% increase to his 2013/2014 base salary of \$185,000 for the 2013/2014 school year retroactive to July 1, 2013. This amount is \$7,400.00. The Superintendent’s base salary shall be increased by another 4% to \$200,096 for the 2014/2015 school year, effective July 1, 2014. These increases represent the same increases given to RAPA for 2013/2014 and 2014/2015. In addition to the base salary, Superintendent shall receive a Master's Degree stipend of \$863.04 per year.

Thereafter, the Superintendent's base salary shall be increased by the same percentage increase granted to RAPA. For the 2015/2016 school year if the Superintendent receives a positive evaluation for the 2014/2015 school year his base salary will also be increased by 2.5%. Thereafter the Board reserves the right to increase the amount of base salary to be paid to the Superintendent based solely on its evaluation of his effectiveness. Salary shall be payable on the last day of each month in installments of one-twelfth of the annual salary rate for services rendered during the preceding month.

The Board reserves the right to adjust the annual salary of the Superintendent with the consent of the Superintendent. Any adjustment in salary made during the term of this

Agreement other than that specified above shall be in the form of an amendment to this Agreement.

3. DUTIES AND OBLIGATIONS

The Superintendent shall perform the duties of District Superintendent as prescribed by the laws of the State of California. In addition to the powers and duties set forth in Education Code, the Superintendent shall have the additional powers and duties set forth in Board Policy as well as the Board approved job description. The Superintendent shall also act as secretary to the Board in accordance with Education Code section 35025, exercise those powers and perform those duties set forth in Education Code section 35035, efficiently and effectively manage the programs and operations of the district, and perform such other duties and assume such other responsibilities as are assigned by the Board. Superintendent shall furnish and retain a valid administrative credential issued by the State of California for the duration of this Agreement.

Personnel Matters: The Superintendent shall have the responsibility of organizing, reorganizing, and arranging the administrative and supervisory staff, including instruction and business affairs, which in his judgment best serve the District. The Superintendent shall have such responsibility in all personnel matters not otherwise delegated pursuant to Board Policy, including selection, assignment, and transfer of employees, subject to approval of the Board. The Board, individually and collectively, will refer promptly all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

Other Duties: The Superintendent shall personally or by direction: (1) review all policies adopted by the Board and make appropriate recommendations to the Board; (2) evaluate employees as provided for by California law and Board Policy; (3) advise the Board of all possible sources of funds which might be available to implement present or contemplated District programs; and (4) establish and maintain an appropriate community relations program.

4. GOALS AND OBJECTIVES

On or before May 1st of each year the Superintendent and Board shall meet to discuss and develop mutually agreed upon performance goals and objectives for the purposes of the ensuing year's evaluation. Objectives shall be based upon the duties and responsibilities of the Superintendent and the goals of the Board. Except for the initial year of this Agreement, the Superintendent shall provide the Board written notice of this deadline at least forty-five (45) days in advance each year. After the mutually agreed upon goals and objectives are developed the Superintendent shall submit a written plan for achieving the goals to the Board. The Superintendent's written plan shall be submitted by the first regular Board meeting in August, each year except for the initial year of this Agreement. The agreed upon goals and objectives, as well as any other matters the Board deems appropriate, shall form the basis for the Superintendent's evaluation.

5. EVALUATION OF SUPERINTENDENT

Each year during the term of this Agreement the Board shall complete a performance evaluation of the Superintendent. The evaluation shall be completed on or before June 1 of each year, and the Superintendent shall provide written notification to the Board on or before April 1 of each year of the need to complete the performance evaluation. As a part of the evaluation, the Board shall determine, at its discretion, whether the overall performance of the Superintendent is satisfactory or unsatisfactory. The Board shall notify the Superintendent in writing whether Superintendent has performed, in the Board's judgment, satisfactorily or unsatisfactorily. The overall evaluation will reflect the conclusions of the majority of the Board. If the Board concludes that the Superintendent's performance is unsatisfactory, the Board shall identify in writing specific areas where improvement is required and provide written recommendations for improvement.

The Board retains the exclusive right to prepare a written evaluation format to be used during the course of the Agreement. While the evaluation format remains solely within the discretion of the Board, the Board will consult with Superintendent regarding the format and will adopt the format to be used by May 1 each year.

The Board, unless otherwise agreed to in writing with the Superintendent, shall maintain the confidentiality concerning the contents of the evaluation.

6. FRINGE BENEFITS

The Superintendent shall be afforded all health and welfare benefits of employment which are granted to the certificated management employees of the District, including medical, dental, and vision insurance with a cap equal to other certificated management employees. Superintendent shall receive a retroactive increase to the District contribution toward these benefits from \$550.00/month to \$572.00/month effective July 1, 2013. Effective July 1, 2014, District will provide \$610.00 toward these benefits each month. These increases represent the same increases given to RAPA for 2013/2014 and 2014/2015. Thereafter, the District's contribution toward these benefits shall be increased by the same percentage increase granted to RAPA.

District shall provide a \$50,000 term life insurance policy through Schools Insurance Group (SIG) for the term of this Agreement.

District shall fund a long-term disability insurance policy offered through ACSA or the state disability insurance program.

District shall contribute three thousand (\$3,000) per year to a tax sheltered annuity (under section 403(b) of the Internal Revenue Code) selected by Superintendent beginning with the 2014/2015 school year.

District shall pay only its employer portion of STRS contributions and Superintendent shall pay his employee portion of STRS contributions.

Superintendent shall be entitled to twelve (12) days of sick leave (1 day per month) per year. Such leave may accumulate from year to year without limitation. One additional sick day shall be added each additional year of service, up to a maximum of eighteen (18) days.

7. MEDICAL EXAMINATION

In light of the unique nature of the professional duties of the Superintendent, the Superintendent shall have a complete medical examination not less than once every two years nor more often than once each year, unless otherwise separately authorized or directed by the Board. The Board shall be advised in writing by the physician of the continued physical and mental fitness of the Superintendent to perform his duties. All costs and expenses of said medical examination in excess of that covered by District health insurance provider shall be paid by the District.

8. EXPENSE REIMBURSEMENT

The Superintendent shall receive reimbursement for all reasonable, actual and necessary expenses incurred while performing his day-to-day duties and obligations. The Superintendent is required to have a personal automobile to conduct District business, and shall be provided a monthly stipend of six hundred fifty dollars (\$650.00) for necessary travel and mileage expenses he incurs for all travel within the District boundaries, including to attend meetings, luncheons, dinners, ceremonies, and other events as required in the official performance of the duties and responsibilities of his office. This monthly stipend shall be reported as income on the Superintendent's W-2 form and will be figured into his STRS calculations, but will not be reflected in his base salary. The Superintendent will not receive additional reimbursement for any travel and mileage expenses incurred within District boundaries. The Superintendent will be entitled to reimbursement for actual and necessary conference or meeting expenses, as well as reimbursement for all approved travel, mileage and related expenses that are incurred outside of District boundaries, in accordance with District procedures for management employees.

The Superintendent shall receive a District owned cellular phone with a data plan, a laptop computer, and an iPad for his exclusive use during the term of his employment.

9. PROFESSIONAL ACTIVITIES

The Superintendent is encouraged to attend conferences and workshops to insure his currency on educational issues and trends. Expense reimbursement will be made for all reasonable expenses incurred in connection with professional activities, workshops, education associations and other activities which endeavor to maintain the Superintendent's professional competency. Superintendent shall provide the Board with a summary of said educational activities by December 1 and June 1 of each year.

Additionally, the Superintendent's annual dues for ACSA membership will be paid by the District. The Board also encourages Superintendent to join and participate in local service organizations and, subject to prior Board approval, will reimburse Superintendent for two such memberships.

The Superintendent's membership and participation in other community and professional organizations, conventions, and committees is encouraged by the Board, but payment of dues and membership fees by the District, other than those identified above, is subject to Board.

10. WORK YEAR AND VACATION

The Superintendent shall devote his full time and efforts to his responsibilities as Superintendent and shall work two hundred twenty five (225) days per year. Each non-weekend day is considered a work day, with the exception of District-recognized holidays. Superintendent shall be entitled to 22 paid vacation days each year, increasing by 0.5 days per additional year of service, to a maximum of 25 days. Scheduling and taking of any vacation in excess of one consecutive week must be approved in advance by the Board President. Vacation days are to be taken in the year earned unless otherwise approved by the Board and in no case may the Superintendent accrue more than thirty (30) vacation days in total. Any unused vacation days, up to the maximum of thirty (30), will be paid to the Superintendent upon termination of employment with the District.

Notwithstanding the foregoing, Superintendent shall be on call to perform duties 24 hours a day, seven days a week as the only 24/7 employee of the District. Superintendent acknowledges that as a 24/7 employee, District affairs may call upon him to devote other than non-duty days as the Chief Executive Officer of the District. Accordingly, the Superintendent's compensation takes into account his status as a 24/7 employee.

11. OUTSIDE PROFESSIONAL ACTIVITIES

By prior notification to the Board, the Superintendent may consult, lecture, teach or provide other professional duties with or without compensation, provided such activities do not interfere with or conflict with the Superintendent's performance of his duties under this Agreement. Any such service or outside activities shall not harm the reputation of the District or its mission. All such service or outside activities shall be on the Superintendent's own time and will be performed as an independent contractor.

12. TERMINATION

This Agreement shall terminate upon the occurrence of any of the following events:

- a. Whenever the Superintendent and District shall mutually agree to termination in writing;

- b. The Superintendent may terminate his obligations under this Agreement by giving the District at least three months (90 days) written notice in advance;
- c. Upon the death of the Superintendent;
- d. Discharge for cause. Superintendent may be discharged for cause which will result in the immediate termination of this Agreement on the following grounds: (1) material breach of this Agreement by substantial failure to perform any specific duty set forth in this Agreement or incorporated by reference and the responsibility for the failure is within the control of the Superintendent; (2) the occurrence of any event which would justify dismissal of a tenured teacher as listed in Education Code section 44932; or (3) any fraternization (including dating and/or romantic involvement and/or and sexual relations) with any employee who reports to the Superintendent or whose terms and conditions of employment such as pay, promotions, and advancement are potentially affected by the Superintendent. Superintendent shall be provided written notice of the charges against him and shall have the right to a closed session meeting with the Board where he shall have the opportunity to respond to the charges with representation by counsel at his expense and the right to present any witnesses relevant to the alleged grounds for discharge. This meeting shall be the Superintendent's exclusive right to any hearing required by law;
- e. Disability or other inability to perform duties. If the Superintendent has been unable to perform all or substantially all of the Superintendent's duties due to illness or other disability for a period of three (3) consecutive months, and it is medically determined that Superintendent is permanently disabled from performing all or substantially all of the duties of the Superintendent. The determination that the Superintendent is permanently disabled shall be supported by a medical opinion. In making this determination and in order to assist the Board, the Board may, at any time the Board determines that a question exists as to the Superintendent's ability to perform, require that the Superintendent undergo a comprehensive medical examination in accordance with the provisions of paragraph 7 of this Agreement. Such examination shall occur within two weeks of the date written notice is given to the Superintendent that the Board is exercising its right to an examination as provided in this Section. If the Superintendent wishes to do so, the Superintendent may, within one week of said examination, submit a separate report made by a physician chosen by the Superintendent and concerning all or part

of the matters covered in said comprehensive medical examination. The Board, at its sole discretion, may appoint an acting superintendent during such period of disability;

- f. At the sole discretion of the Board upon a determination that it is in the best interest of the District to obtain a new superintendent. Prior to exercising this option, the Board shall give the Superintendent an opportunity to meet with the Board to discuss its intentions. However, no cause need be alleged or demonstrated other than the Board's determination that such action is in the best interest of the District;

In the event the Board exercises this option, the Board shall give the Superintendent written notice of intent to unilaterally terminate this Agreement. Board shall pay the Superintendent an amount calculated by multiplying the number of months remaining on this Agreement as of the date of notice of termination by the Superintendent's monthly salary (see paragraph 2) at the time of the Board's decision. However, in no event shall the amount paid to the Superintendent exceed an amount equivalent to twelve (12) months salary. The salary owing under this provision shall be reduced by any sums the Superintendent earns for services rendered in other employment in a position of substantially equal responsibility or compensation in the field of education following termination and during the period of severance payments.

In accordance with Government Code section 53243 et seq., any cash settlement related to Superintendent's termination paid by the District, any District payments received by the Superintendent for paid leave with salary pending an investigation, or District funds provided for the Superintendent's legal criminal defense (if any) shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving an abuse of his office or position.

Additionally, any payment of cash or other consideration to the Superintendent pursuant to a settlement agreement resulting from the termination of this Agreement by the Board under any subdivision of this paragraph is subject to the limitations and requirements contained in Government Code sections 53260, 53261, and 53262.

13. RENEWAL OF AGREEMENT

Beginning June 30, 2015, and by June 30 of any subsequent year, the Board may renew the Agreement for an additional one-year term, upon the same terms and conditions set forth herein, and communicate its decision to the Superintendent. Such renewal requires formal action by the Board and shall not be automatic.

14. SEEKING OTHER EMPLOYMENT

Should the Superintendent voluntarily seek employment elsewhere during the term of this Agreement or receive unsolicited offers for other employment, Superintendent shall give notice to the Board. The obligation to notify the Board shall occur at such time as the Superintendent submits a written employment application, or at such time as he may be notified of an interview, whichever occurs first. In any event, the Superintendent shall faithfully complete the entire term of this Agreement, unless the board agrees to a release of the Agreement. Failure to follow this procedure shall be deemed to constitute a substantial failure of performance under this Agreement.

15. CONFLICT OF LAWS

This Agreement shall be governed by the laws of the State of California.

16. INTEGRATION

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party.

17. SEVERABILITY

If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

18. MODIFICATION

No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both parties.

19. CONSTRUCTION OF AGREEMENT

This Agreement will be liberally construed to effectuate the intention of the parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the parties have participated equally or have had equal opportunity to participate in the drafting hereof.

20. WAIVER

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

21. HEADINGS

The headings of sections of this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.

22. FURTHER ASSURANCES

Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto.

23. ASSIGNMENT

Since this Agreement is for the employment of Superintendent and Superintendent's specific knowledge and talents, both parties acknowledge that neither party shall assign this Agreement or any interest therein. Any such attempt to assign this Agreement is null, void and of no effect.

24. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

APPROVED AS TO FORM:



Michelle L. Cannon, Legal Counsel
For Rocklin Unified School District

IN WITNESS WHEREOF, this Agreement has been executed this 6th day of August 2014

Dated: 8-6-14 By: [Signature]
Todd Lowell, President
Board of Trustees

Dated: 8/6/14 By: [Signature]
Steve Paul, Vice President
Board of Trustees

Dated: 6 Aug 2014 By: [Signature]
Greg Daley, Clerk
Board of Trustees

Dated: 8-6-14 By: [Signature]
Camille Maben, Member
Board of Trustees

Dated: 8-6-14 By: [Signature]
Wendy Lang, Member
Board of Trustees

Dated: 8-6-14 By: [Signature]
Roger Stock
Superintendent

Approved this 6th day of Aug., in 2014, California, by the following vote:

AYES: Lowell, Maben, Paul, Lang, Daley

NOES: _____

ABSTAIN: _____

ABSENT: _____

[Signature]
Todd Lowell
President, Board of Trustees

**ADDENDUM TO EMPLOYMENT AGREEMENT BETWEEN THE ROCKLIN
UNIFIED SCHOOL DISTRICT AND
ROGER STOCK, SUPERINTENDENT**

This Addendum (“Addendum”) to the Employment Agreement dated August 6, 2014 (“Employment Agreement”), between the Rocklin Unified School District (“District”) and Roger Stock, Superintendent (“Superintendent”), makes certain amendments, set forth below, to the Employment Agreement between the parties. The District and Superintendent agree as follows:

1. The term of the Employment Agreement shall be extended through June 30, 2018.
2. The first paragraph under Section 2 of the Employment Agreement shall be deleted in its entirety and restated to read:

The Superintendent’s salary for the 2015/2016 school year shall be \$214,006. Superintendent shall also receive a Master’s Degree stipend of \$938 per year. Superintendent shall receive this compensation in twelve (12) equal monthly payments.

The second paragraph of Section 2 shall be deleted in its entirety and restated to read:

Thereafter, the Superintendent’s base salary shall be increased by the same percentage increase granted to RAPA. For the 2016/17 school year if the Superintendent has received a positive evaluation for the 2015/16 school year, his base salary will also be increased by 2.5%. Thereafter, the Board reserves the right to increase the amount of base salary to be paid to the Superintendent based solely on its evaluation of his effectiveness.

3. The first sentence in Section 4 of the Employment Agreement shall be amended to read: “On or before September 30 of each year the Superintendent and board shall meet to discuss and develop mutually agreed upon performance goals and objectives for the purposes of the current year’s evaluation.”
4. The second sentence of the first paragraph under Section 5 of the Employment Agreement shall be amended to read: “The evaluation shall be completed on or before July 31 of each year, and the Superintendent shall provide written notification to the board on or before April 1 of each year of the need to complete the performance evaluation.”
5. In Section 8, the monthly automobile stipend in the amount of \$650.00 shall be eliminated. The first paragraph under Section 8 of the Employment Agreement shall be deleted in its entirety and restated to read:

The Superintendent shall receive reimbursement for all reasonable, actual and necessary expenses incurred while performing his day-to-day duties and obligations. The Superintendent will not be reimbursed for any travel and mileage expenses incurred within District boundaries. The Superintendent will be entitled to reimbursement for actual and necessary conference or meeting expenses, as well as reimbursement for all approved travel, mileage, and related expenses that are incurred outside of District boundaries, in accordance with District procedures for management employees.

6. This Addendum shall be effective immediately upon approval by the Governing Board.

Approved by the Governing Board of Trustees on August 05, 2015 at a regularly scheduled meeting.

Todd Lowell, Board President
Rocklin Unified School District

Roger Stock, Superintendent
Rocklin Unified School District

Greg Daley, Vice President, Board of Trustees
Rocklin Unified School District

Camille Maben, Clerk, Board of Trustees
Rocklin Unified School District

Wendy Lang, Member, Board of Trustees
Rocklin Unified School District

Susan Halldin, Member, Board of Trustees
Rocklin Unified School District

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Deputy/Assistant Superintendent Employment Contract Addendum(s) and Deputy/Associate/Assistant Superintendent Salary Schedule(s)

DEPARTMENT: Office of the Superintendent

Background:

In September 2014, the state legislature and governor approved changes/reforms to CalSTRS. These changes were in response to public concerns regarding the long-term solvency of CalSTRS and other public pension funds. CalSTRS, like most pension systems, uses a formula based on age, length of service and compensation level to determine an employee's retirement benefits. One of the changes made was to redefine what qualified as "creditable compensation". A significant change was to exclude allowances, such as car allowances from "creditable compensation" beginning in 2015. Typically in a school district the Superintendent, Deputy Superintendent Education Services, and Assistant Superintendent of Human Resources are members of CalSTRS. Currently the Deputy/Associate/Assistant Superintendent's paid car allowance counts towards their annual compensation for CalSTRS as indicated in the current contract(s). When the reforms were enacted in 2014, a grace period was created to allow for changes in compensation to be restructured until January 1, 2016. In order to address the issue of creditable compensation under revised CalSTRS Regulations effective January 1, 2015 (5 CCR 27200 et. Seq.) and to treat all Deputy/Associate/Assistant Superintendents consistently, the District has restructured its Deputy/Associate/Assistant Superintendent Salary Schedule to include additional compensation on the Salary Schedule which was previously paid as a monthly allowance for travel. This would not increase the compensation of the Deputy/Associate/Assistant Superintendent in that the same amount would have been paid out as a separate car allowance that would be added to the base pay or salary schedule. If this adjustment is not made, it would have a regressive impact on the creditable compensation amount for the CalSTRS contribution.

Status:

The Contract Addendum(s) make the following changes:

1. Changes the language that "trues up" compensation/salary schedule by the same amount as RTPA to RAPA. This is consistent with the current Superintendent contract.
2. Include the current annual car allowance of \$4,200 in their salary schedule and eliminate the car allowance provision from the contracts.

Presenter: Roger Stock, Superintendent

Financial Impact:

Current year: \$889 (Mandatory taxes and PERS contributions for PERS member)

Future years:

Funding source: General Fund

Materials/Films: None

Allotment of Time:

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

Packet Information:

-Deputy, Associate and Assistant Superintendent Compensation Worksheet

-ACSA Compensation FAQ

-Deputy Superintendent Current Contract and proposed Addendum

-Assistant Superintendent Current Contract and proposed Addendum

-Deputy/Associate/Assistant Superintendent Salary Schedule(s)

Recommendation:

Staff recommends approval of the Deputy and Assistant Superintendent Contract Addendum(s) and Deputy/Associate/Assistant Superintendent Salary Schedule(s).

Deputy/Associate/Assistant Superintendent Compensation

Attachment B

2014-15

Base Salary without Car Allowance

	Step A	Step B	Step C	Step D	Step E	Step F
Deputy Supt.	155,256	159,138	163,116	167,194	171,373	175,658
Associate Supt.	122,178	124,621	132,337	135,646	139,038	142,512
Assistant Supt.	118,609	120,983	129,898	133,146	136,475	139,886

Compensation not included in Base salary:

Master's Degree	939
Doctorate Degree	1,370
Car Allowance	4,200

2015-16 - Proposed

Base Salary Adjusted to Include Car Allowance ^

	Step A	Step B	Step C	Step D	Step E	Step F
Deputy Supt.	159,456	163,338	167,316	171,394	175,573	179,858
Associate Supt.	126,378	128,821	136,537	139,846	143,238	146,712
Assistant Supt.	122,809	125,183	134,098	137,346	140,675	144,086

Master's Degree	939
Doctorate Degree	1,370

^Does not include settlement for 2015-16

Both the 2014-15 and 2015-16 Base Salary schedules include .54% increase to true up with RTPA for 2014-15 per contracts



association of california
school administrators

Leadership matters. Diversity counts.

Frequently asked questions on creditable compensation

The following article was prepared by Lozano Smith attorney Ashley Emerzian and ACSA Legislative Advocate Sal Villaseñor.

The California State Teachers Retirement System has approved Creditable Compensation Regulations for the purposes of calculating retirement benefits, and ACSA aims to provide clarity to members impacted by the changes.

The new regulations affect only those CalSTRS member who earn 2 percent at age 60 and were enrolled in the system before Jan. 1, 2013. They do not apply to members enrolled on or after Jan. 1, 2013. The regulations are effective Jan. 1, 2015, and in some instances may lower creditable compensation for some administrators.

Following are common questions received by ACSA and its legal experts since the regulations were approved on Sept. 4, 2014. However, it should be noted that these matters are complex and often very fact-dependent. ACSA encourages its members to seek legal counsel before making bargaining changes to compensation with teachers unions or restructuring administrator contracts based on the information below.

Q: What does "class of employees" mean?

A: Under the Teacher's Retirement Law, compensation must be paid the same throughout a class of employees.

A class of employees can generally be described as a group of employees performing similar duties, employed in the same type of educational program or sharing similarities related to the nature of the work they perform. The new creditable compensation regulations provide guidance on the types of classes that can be established.

Importantly, a class cannot be established based on whether an employee is subject to the Public Employees Pension Reform Act, age or amount of service credit. Further, a class cannot be established based on work year unless certain criteria are met.

Q: How is "salary" defined for the purposes of the regulations?

A: Salary is compensation paid in cash to an employee performing creditable service. It must be characterized as salary by contract or salary schedule and paid without a requirement for proof of expense. Importantly, it must be used as a basis for future pay increase, unless paid for a narrow set of activities characterized as "outgrowth" (i.e., extra-duty) work.

Generally, "salary" under the regulations is the base salary on the certificated salary schedule based on education and years of experience, or as listed in certificated management salary schedules and administrator contracts.

Q: How does "salary" differ from "remuneration in addition to salary?"

A: Remuneration in addition to salary is compensation that does not meet the salary requirements described above, but which also counts as creditable for purposes of retirement. Examples include longevity pay, off-schedule pay or pay received for achieving a performance benchmark, such as reaching a district-wide student academic performance score.

★ Q: What is non-creditable compensation?

Non-creditable compensation is all compensation that does not meet the definition of salary or qualify as remuneration in addition to salary under the new regulations.

Examples include fringe benefits, such as the cost of health benefit contributions or professional dues paid by school districts, receipt of cash in lieu of any benefit, or reimbursed business expenses.

However, the most significant change under the new regulations relates to allowances. Allowances are no longer creditable compensation as of Jan. 1, 2015.

Q: If I attend a work conference and I am given a \$1,000 travel advance, but spend only \$800, is any portion creditable?

A: Compensation paid for expense reimbursement, even if advanced to the employee, is not creditable compensation. In general, if you have to provide proof of an expenditure, then the compensation is not creditable to CalSTRS regardless of whether you use the full amount provided.

★ Q: If I am given \$500 for a car allowance, but my car expenses only average \$300/month, is any portion of the allowance creditable?

A: Allowances of any kind, no matter the amount or purpose, are not creditable compensation under the new regulations.

Q: As an administrator, should I restructure my contract?

A: Before the end of 2015, administrators with any non-creditable forms of compensation in their contracts should consider whether a restructure of compensation is right for them.

Several options are available for restructure of compensation, each with varying levels of risk to the administrator. Restructures should be analyzed under the new regulations on a case-by-case basis. Any restructure should be carefully executed in consultation with legal counsel and ACSA representatives.

★ Q: What recommendations does ACSA have for administrators considering a restructure?

A: Administrators currently working under contracts should think very carefully about their individual situations before restructuring their own contracts. They should start with reviewing those elements in the contract that upon restructuring might positively impact their final creditable compensation number, and whether the change falls within the complex requirements as outlined in the new regulations. These include recognizing the changes being made are permanent in the business practice and will they meet the "consistent treatment" test.

★ Q: What does "consistent treatment" mean?

A: There are two tests for consistent treatment under the regulations. One relates to restructures of non-creditable compensation into base salary. Those must take place before Jan. 1, 2016 and must be a permanent change in business practice to avoid risk of being deemed "inconsistent" under the new regulations.

The second relates to all other increases to compensation. For those increases, the regulations provide "get out of jail free" cards, which allow such increases to be deemed consistent. For example, an increase to base salary for an administrator that matches the increase negotiated with a bargaining unit will likely be deemed consistent.

Any increase to compensation should be reviewed under the new regulations to ensure consistent treatment. Any compensation deemed inconsistent will be re-directed from the Defined Benefit Program to the Defined Benefit Supplement account, or may be disallowed entirely if non-creditable.

Q: What about compensation paid a limited number of times?

A: Compensation paid a limited number of times, such as one-time bonuses, are creditable to the DBS account only for classic members. Such compensation is not creditable at all for new members. This retirement distinction will likely spark discussion at the bargaining table as more and more new members make up bargaining units and unit leadership.

Q: How is compensation for extra-duty or "outgrowth" work credited?

A: Compensation for extra-duty assignments will be creditable if it relates to projects considered to be outgrowths of the instructional program (e.g., departmental chair positions, coaching pay, club or extra-curricular supervisory duties). For full-time staff, such compensation will be routed to the DBS account. For part-time staff, such compensation will be routed to the DB account until a full-time equivalent is reached.

Q: As an employer, how do I handle "buying-out" of a teacher's prep period?

A: Employers may lawfully "buy-out" preparation periods. Compensation, preparation periods, and the workday are all terms subject to negotiation with teacher's unions under the Education Employee Relations Act. Accordingly, buy-outs should be negotiated with the teacher's union involvement and be memorialized in writing.

From a retirement perspective, such compensation will be routed to the DBS account for classic members. For new members, such compensation is likely not creditable unless structured to be paid over time as the work is performed. Lump sum or ad-hoc payments are not creditable for new members.

Q: What do these regulations attempt to accomplish? Is CalSTRS simply trying to penalize members?

A: CalSTRS has an obligation to audit school employers, employees and retirees. CalSTRS also has an obligation to counsel its members, not only on financial planning, but also on changes to the retirement law.

For years, CalSTRS used various guides – for example, the Employers’ Creditable Compensation Guide – to educate the employer and the member about the various elements of the retirement law. It became apparent that there needed to be a more formal set of rules that had gone through the formal regulatory process, thereby removing any misinterpretation by all those involved.

Q: If I am audited, and mistakes are found, do I have to repay CalSTRS? If so, at what rate? Will I have to pay interest?

A: If compensation is disallowed before retirement, corrections of such errors can be made through the normal reporting procedures. If compensation is disallowed in an audit after retirement has already begun, CalSTRS will lower the retiree’s monthly allowance on a prospective basis and the CalSTRS retiree will be required to pay back any monies already received at a rate of 5 percent per month deducted from the retiree’s monthly allowance.

Interest is not charged. The school district employer may also owe money to CalSTRS if compensation is disallowed after retirement. CalSTRS will require the school district employer to pay any amount not expected to be collected from the retiree based on actuarial information on expected age at death.

Q: What steps can administrators take to be prepared in the event of a CalSTRS audit?

A: We recommend administrators keep files, which track all contracts, addendums and revisions along with associated board meeting agendas and board meeting minutes of approval. In certain instances, it will be helpful for the board packet or meeting minutes to explain the reason for an increase, but language should be carefully drafted to avoid unintended retirement consequences. ACSA representatives and Lozano Smith attorneys are available to assist with advising on necessary language.

Additionally, public retirement is an area of law subject to frequent and sweeping changes. Keeping abreast of those changes is key to understanding risks in the event of an audit. Below we provide information on how you can stay up-to-date.

Q: Where can administrators get more information on retirement law changes?

A: ACSA and Lozano Smith have collaborated to provide reference materials such as articles and webinars on a variety of issues related to retirement law. Those materials can be found on our websites, www.acsa.org and www.lozanosmith.com.

Additionally, if you have not yet signed up for ACSA’s e-alerts or Lozano Smith’s Client News Briefs, you can do so via our websites to ensure you receive future announcements on this topic. Lozano Smith attorneys and ACSA representatives are available to advise on the retirement implications of compensation packages negotiated at the bargaining table and in administrator contracts.

In addition, several county offices of education across the state have provided information through their individual circulars or websites as well as trainings that have been conducted locally. Check with your county office for more information.

Staying informed and up-to-date will require all administrators and school boards across the state to be educated on these vary complex retirement laws and regulations. These sets of rules impact the whole educational system, not just the CalSTRS member.

Ashley N. Emerzian is an associate in Lozano Smith’s Fresno office. Emerzian regularly provides counsel regarding CalSTRS and CalPERS laws governing creditable service, creditable compensation and post-retirement employment matters. She also advises clients regarding negotiations, collective bargaining agreements and administrator contracts. In 2013 and 2014, Emerzian was named a Rising Star by Super Lawyers Magazine.

ROCKLIN UNIFIED SCHOOL DISTRICT

EMPLOYMENT CONTRACT – DEPUTY SUPERINTENDENT, BUSINESS AND OPERATIONS

This agreement is made and entered into on this 1st day of July, 2014, by and between the BOARD OF TRUSTEES OF THE ROCKLIN UNIFIED SCHOOL DISTRICT, hereinafter referred to as "BOARD," and BARBARA PATTERSON, hereinafter referred to as "EMPLOYEE" or "DEPUTY SUPERINTENDENT, BUSINESS AND OPERATIONS."

The parties hereto mutually agree as follows:

1. EMPLOYMENT

The BOARD hereby hires and employs Barbara Patterson to perform the duties of DEPUTY SUPERINTENDENT, BUSINESS AND OPERATIONS, and EMPLOYEE accepts such employment and agrees to perform the duties of DEPUTY SUPERINTENDENT, BUSINESS AND OPERATIONS.

2. TERM

The term of this agreement and of said employment is for the period commencing July 1, 2014 and ending on June 30, 2017. Upon annual satisfactory evaluation by the Superintendent, the term of this agreement shall be extended so that a new three-year term shall commence as of the following July 1. The evaluation will be completed no later than June 1 of each year.

3. SALARY

The annual salary of the DEPUTY SUPERINTENDENT, BUSINESS AND OPERATIONS shall be in accordance with the Board-approved Assistant Superintendent Salary Schedule attached hereto as Exhibit A. The salary shall be paid in equal monthly installments on the last day of each month following rendition of SERVICES. During the term of this agreement the BOARD reserves the right to increase the DEPUTY SUPERINTENDENT, BUSINESS AND OPERATIONS salary each year. The salary schedule attached as Exhibit A shall be subject to adjustments each fiscal year of this agreement, by the Governing Board to an equal or greater percentage provided on the teachers' salary schedule.

4. AUTOMOBILE AND REIMBURSEMENT FOR EXPENSES

The DEPUTY SUPERINTENDENT, BUSINESS AND OPERATIONS shall be entitled to a mileage allowance of \$350 per month, paid monthly, to cover all automobile expenses for travel within the County.

5. WORK YEAR AND VACATION

It is agreed that the DEPUTY SUPERINTENDENT, BUSINESS AND OPERATIONS shall be required to render twelve (12) months of regular service to the DISTRICT during each annual period covered by this agreement, except that the DEPUTY SUPERINTENDENT shall be entitled to 2.0833 days of fully paid vacation for each month worked, totaling twenty-five (25) days annual vacation with pay exclusive of the holidays designated in Education Code section 37220. In the event of termination of this agreement, including the expiration of the agreement, the DEPUTY SUPERINTENDENT, BUSINESS AND OPERATIONS shall be entitled to compensation for unused, i.e., accumulated, vacation at the salary rate effective at the time of termination of the agreement not to exceed twenty-five (25) days.

6. SICK LEAVE AND FRINGE BENEFITS

The DEPUTY SUPERINTENDENT, BUSINESS AND OPERATIONS shall be entitled to the same sick leave for illness, accident, or injury that is provided to certificated management employees of the DISTRICT. The DEPUTY SUPERINTENDENT, BUSINESS AND OPERATIONS shall also be entitled to the following DISTRICT paid fringe benefits:

- a. Membership dues in the California Association of School Business Officials (CASBO).
- b. Membership dues in American Institute of Certified Public Accountants or ACSA, not to exceed the annual dues of ACSA.
- c. \$100,000 Life and Accidental Death and Dismemberment Insurance Policy through Schools Insurance Group (SIG).
- d. Long-term disability insurance program offered through SIG or the State Disability Insurance Program.
- e. Health, vision and dental insurance with the same cap per month as certificated management employees.

7. DUTIES

The DEPUTY SUPERINTENDENT, BUSINESS AND OPERATIONS shall perform the duties of this office as prescribed by the current job description and law. All powers and duties which may lawfully be delegated to the DEPUTY SUPERINTENDENT, BUSINESS AND OPERATIONS are to be executed in accordance with the policies adopted by the BOARD. Such acts which may require ratification by the BOARD shall be referred to the BOARD at the earliest possible opportunity by the DEPUTY SUPERINTENDENT, BUSINESS AND OPERATIONS.

8. EVALUATION

The SUPERINTENDENT shall annually evaluate the performance of the DEPUTY SUPERINTENDENT, BUSINESS AND OPERATIONS and the working relationships within the staff. This evaluation shall be based on the position description and the mutually agreed upon and specified DISTRICT goals and objectives in accordance with the procedures outlined in DISTRICT policies. If the annual evaluation, completed no later than June 1, is satisfactory, the terms of this contract shall be extended for one additional year.

9. PROFESSIONAL DEVELOPMENT

The DEPUTY SUPERINTENDENT, BUSINESS AND OPERATIONS shall endeavor to maintain and improve his/her professional competence by all available means, including subscription to and reading of appropriate periodicals, maintenance of membership in appropriate professional organizations, and attendance at professional meetings at the local and state levels. Upon approval of the SUPERINTENDENT, the expense of said subscription, memberships, and attendance is to be at DISTRICT expense.

10. OUTSIDE PROFESSIONAL ACTIVITIES

Nothing contained in this agreement shall prohibit the DEPUTY SUPERINTENDENT, BUSINESS AND OPERATIONS from using earned vacation days to undertake consulting work, speaking engagements, writing, lecturing, or other professional duties, functions and obligations, provided such undertakings do not interfere with the DEPUTY SUPERINTENDENT, BUSINESS AND OPERATIONS performance of duties under this agreement and are pre-approved by the Superintendent.

11. APPLICABLE LAW

This agreement is subject to all applicable laws of the State of California, and to the lawful rules and regulations of the California State Board of Education and the BOARD. Those laws, rules, and regulations are hereby made a part of the terms and conditions of this agreement as though full set forth in it.

12. AMENDMENT OR TERMINATION

This agreement may be amended or terminated by the mutual consent of the parties to the agreement in the manner provided by Education Code 35031; provided, however, the DEPUTY SUPERINTENDENT, BUSINESS AND OPERATIONS may terminate this agreement at any time with the consent of the BOARD. This agreement is subject to limitations set forth in Government Code 53260-53264 in the event agreement is terminated by the mutual consent of the parties. Should the Board exercise said option to terminate the DEPUTY SUPERINTENDENT without cause, BOARD shall pay to the DEPUTY SUPERINTENDENT, upon the effective date of termination, a sum equal to the monthly salary of the DEPUTY SUPERINTENDENT, times the number of months remaining on the contract, not to exceed twelve (12) months. In addition to salary, the health benefits provided by this agreement shall continue in force for the same length of time or until the DEPUTY SUPERINTENDENT finds similar employment, whichever is less. Should the DEPUTY SUPERINTENDENT, BUSINESS AND OPERATIONS be unable to serve in his/her position due to physical and/or mental condition, and upon expiration of the sick leave entitlement as provided by statute and Governing Board policies, and upon written evaluation by a licensed physician designated by the DISTRICT indicating the inability of the DEPUTY SUPERINTENDENT, BUSINESS AND OPERATIONS to further serve in his position of employment, this contract shall be terminated by the BOARD.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day, month, and year as above stated at Rocklin, California.

BOARD OF TRUSTEES OF THE ROCKLIN
UNIFIED SCHOOL DISTRICT, "BOARD"

Todd Lowell, President

BARBARA PATTERSON, "EMPLOYEE" OR
"DEPUTY SUPERINTENDENT"

Barbara Patterson, DEPUTY Superintendent

DATED: _____

**ADDENDUM TO EMPLOYMENT AGREEMENT BETWEEN THE ROCKLIN
UNIFIED SCHOOL DISTRICT AND
BARBARA PATTERSON, DEPUTY SUPERINTEDENT, BUSINESS AND
OPERATIONS**

This Addendum (“Addendum”) to the Employment Agreement dated July 1, 2014 (“Employment Agreement”), between the Rocklin Unified School District (“District”) and Barbara Patterson, Deputy Superintendent, Business and Operations (“Deputy Superintendent”), makes certain amendments, set forth below, to the Employment Agreement. The District and Deputy Superintendent agree as follows:

1. The last sentence of Section 3 of the Employment Agreement shall be amended in its entirety to read: “The salary schedule, attached as Exhibit A, shall be subject to adjustments each fiscal year of this Agreement by the Governing Board by the same percentage increase granted to the RAPA.”

2. Section 4 shall be retitled “Automobile Usage Reimbursement.” The mileage allowance set forth in Section 4 shall be eliminated. Section 4 shall be deleted in its entirety and restated to read:

The Deputy Superintendent will be entitled to reimbursement for all approved travel, mileage, and related expenses that are incurred outside of District boundaries, in accordance with District procedures for management employees. The Deputy Superintendent will not be reimbursed for any travel and mileage expenses incurred within District boundaries.

3. This Addendum shall be effective immediately upon approval by the Governing Board.

Approved by the Governing Board of Trustees on August 05, 2015 at a regularly scheduled meeting.

Todd Lowell, Board President
Rocklin Unified School District

Barbara Patterson, Deputy Superintendent, Business & Operations
Rocklin Unified School District

Greg Daley, Vice President, Board of Trustees
Rocklin Unified School District

Camille Maben, Clerk, Board of Trustees
Rocklin Unified School District

Wendy Lang, Member, Board of Trustees
Rocklin Unified School District

Susan Halldin, Member, Board of Trustees
Rocklin Unified School District

ROCKLIN UNIFIED SCHOOL DISTRICT

EMPLOYMENT CONTRACT – ASSISTANT SUPERINTENDENT, HUMAN RESOURCES

This agreement is made and entered into on this 14th day of July, 2014, by and between the BOARD OF TRUSTEES OF THE ROCKLIN UNIFIED SCHOOL DISTRICT, hereinafter referred to as "BOARD," and COLLEEN SLATTERY, hereinafter referred to as "EMPLOYEE" or "ASSISTANT SUPERINTENDENT, HUMAN RESOURCES."

The parties hereto mutually agree as follows:

1. EMPLOYMENT

The BOARD hereby hires and employs COLLEEN SLATTERY to perform the duties of ASSISTANT SUPERINTENDENT, HUMAN RESOURCES, and EMPLOYEE accepts such employment and agrees to perform the duties of ASSISTANT SUPERINTENDENT, HUMAN RESOURCES.

2. TERM

The term of this agreement and of said employment is for a period commencing July 14, 2014 and ending June 30, 2017, upon annual satisfactory evaluation by the Superintendent. The term of this agreement shall be extended so that a new three-year term shall commence as of the following July 1. The evaluation will be completed no later than June 1 of each year.

3. SALARY

The annual salary of the ASSISTANT SUPERINTENDENT, HUMAN RESOURCES shall be in accordance with the Board-approved Assistant Superintendent Salary Schedule attached hereto as Exhibit A. The salary shall be paid in equal monthly installments on the last day of each month following rendition of services. During the term of this agreement the BOARD reserves the right to increase the ASSISTANT SUPERINTENDENT, HUMAN RESOURCES salary each year. The salary schedule, attached as Exhibit A, shall be subject to adjustments each fiscal year of this agreement by the Governing Board to an equal or greater percentage provided on the teachers' salary schedule.

4. AUTOMOBILE AND REIMBURSEMENT FOR EXPENSES

The ASSISTANT SUPERINTENDENT, HUMAN RESOURCES shall be entitled to a mileage allowance of \$350 per month, paid monthly, to cover all automobile expenses for travel within the County.

5. WORK YEAR AND VACATION

It is agreed that the ASSISTANT SUPERINTENDENT, HUMAN RESOURCES shall be required to render twelve (12) months of regular service to the DISTRICT during each annual period covered by this agreement except that the ASSISTANT SUPERINTENDENT shall be entitled to 2.0833 days of fully paid vacation for each month worked, totaling twenty-five (25) days annual vacation with pay exclusive of the holidays designated in Education Code section 37220. In the event of termination of this agreement, including the expiration of the agreement, the ASSISTANT SUPERINTENDENT, HUMAN RESOURCES shall be entitled to compensation for unused, i.e., accumulated, vacation at the salary rate effective at the time of termination of the agreement not to exceed twenty-five (25) days.

6. SICK LEAVE AND FRINGE BENEFITS

The ASSISTANT SUPERINTENDENT, HUMAN RESOURCES shall be entitled to the same sick leave for illness, accident, or injury that is provided to certificated management employees of the DISTRICT. The ASSISTANT SUPERINTENDENT, HUMAN RESOURCES shall also be entitled to the following DISTRICT paid fringe benefits:

- a. Membership dues for the Association of California School Administrators (ACSA).
- b. \$100,000 Life and Accidental Death and Dismemberment Insurance Policy through Schools Insurance Group (SIG).
- c. Long-term disability insurance program offered through ACSA or the State Disability Insurance Program.
- d. Health, vision and dental insurance with the same cap per month as Certificated Management employees.

7. DUTIES

The ASSISTANT SUPERINTENDENT, HUMAN RESOURCES shall perform the duties of this office as prescribed by the current job description and law. All powers and duties which may lawfully be delegated to the ASSISTANT SUPERINTENDENT, HUMAN RESOURCES are to be executed in accordance with the policies adopted by the BOARD. Such acts which may require ratification by the BOARD shall be referred to the BOARD at the earliest possible opportunity by the ASSISTANT SUPERINTENDENT, HUMAN RESOURCES.

8. EVALUATION

The SUPERINTENDENT shall annually evaluate the performance of the ASSISTANT SUPERINTENDENT, HUMAN RESOURCES and the working relationships within the staff. This evaluation shall be based on the position description and the mutually agreed upon and specified DISTRICT goals and objectives in accordance with the procedures outlined in DISTRICT policies. If the annual evaluation, completed no later than June 1, is satisfactory, the terms of this contract shall be extended for one additional year.

9. PROFESSIONAL DEVELOPMENT

The ASSISTANT SUPERINTENDENT, HUMAN RESOURCES shall endeavor to maintain and improve his/her professional competence by all available means, including subscription to and reading of appropriate periodicals, maintenance of membership in appropriate professional organizations, and attendance at professional meetings at the local and state levels. Upon approval of the SUPERINTENDENT, the expense of said subscription, memberships, and attendance is to be at DISTRICT expense.

10. OUTSIDE PROFESSIONAL ACTIVITIES

Nothing contained in this agreement shall prohibit the ASSISTANT SUPERINTENDENT, HUMAN RESOURCES from using earned vacation days to undertake consulting work, speaking engagements, writing, lecturing, or other professional duties, functions and obligations, provided such undertakings do not interfere with the ASSISTANT SUPERINTENDENT, HUMAN RESOURCES performance of duties under this agreement and are pre-approved by the Superintendent.

11. APPLICABLE LAW

This agreement is subject to all applicable laws of the State of California, and to the lawful rules and regulations of the California State Board of Education and the BOARD. Those laws, rules, and regulations are hereby made a part of the terms and conditions of this agreement as though full set forth in it.

12. AMENDMENT OR TERMINATION

This agreement may be amended or terminated by the mutual consent of the parties to the agreement in the manner provided by Education Code 35031; provided, however, the ASSISTANT SUPERINTENDENT, HUMAN RESOURCES may terminate this agreement at any time with the consent of the BOARD. This agreement is subject to limitations set forth in Government Code 53260-53264 in the event agreement is terminated by the mutual consent of the parties. Should the Board exercise said option to terminate the ASSISTANT SUPERINTENDENT without cause, BOARD shall pay to the ASSISTANT SUPERINTENDENT, upon the effective date of termination, a sum equal to the monthly salary of the ASSISTANT SUPERINTENDENT, times the number of months remaining on the contract, not to exceed twelve (12) months. In addition to salary, the health benefits provided by this agreement shall continue in force for the same length of time or until the ASSISTANT SUPERINTENDENT finds similar employment, whichever is less. Should the ASSISTANT SUPERINTENDENT, HUMAN RESOURCES be unable to serve in his/her position due to physical and/or mental condition, and upon expiration of the sick leave entitlement as provided by statute and Governing Board policies, and upon written evaluation by a licensed physician designated by the DISTRICT indicating the inability of the ASSISTANT SUPERINTENDENT, HUMAN RESOURCES to further serve in her position of employment, this contract shall be terminated by the BOARD.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day, month, and year as above stated at Rocklin, California.

BOARD OF TRUSTEES OF THE ROCKLIN
UNIFIED SCHOOL DISTRICT or "BOARD"

TODD LOWELL, PRESIDENT

COLLEEN SLATTERY, "EMPLOYEE" or
ASSISTANT SUPERINTENDENT,
HUMAN RESOURCES

COLLEEN SLATTERY

Board Action Date: June 25, 2014

DATED: _____

**ADDENDUM TO EMPLOYMENT AGREEMENT BETWEEN THE ROCKLIN
UNIFIED SCHOOL DISTRICT AND
COLLEEN SLATTERY, ASSISTANT SUPERINTENDENT, HUMAN RESOURCES**

This Addendum (“Addendum”) to the Employment Agreement dated July 14, 2014 (“Employment Agreement”), between the Rocklin Unified School District (“District”) and Colleen Slattery, Assistant Superintendent, Human Resources (“Assistant Superintendent”) makes certain amendments, set forth below, to the Employment Agreement. The District and Assistant Superintendent agree as follows:

1. The last sentence of Section 3 of the Employment Agreement shall be amended in its entirety to read: “The salary schedule, attached as Exhibit A, shall be subject to adjustments each fiscal year of this Agreement by the Governing Board by the same percentage increase granted to the RAPA.”

2. Section 4 shall be retitled “Automobile Usage Reimbursement.” The mileage allowance set forth in Section 4 shall be eliminated. Section 4 shall be deleted in its entirety and restated to read:

The Assistant Superintendent will be entitled to reimbursement for all approved travel, mileage, and related expenses that are incurred outside of District boundaries, in accordance with District procedures for management employees. The Assistant Superintendent will not be reimbursed for any travel and mileage expenses incurred within District boundaries.

3. This Addendum shall be effective immediately upon approval by the Governing Board.

Approved by the Governing Board of Trustees on August 05, 2015, at a regularly scheduled meeting.

Todd Lowell, Board President
Rocklin Unified School District

Colleen Slattery, Assistant Superintendent Human Resources
Rocklin Unified School District

Greg Daley, Vice President, Board of Trustees
Rocklin Unified School District

Camille Maben, Clerk, Board of Trustees
Rocklin Unified School District

Wendy Lang, Member, Board of Trustees
Rocklin Unified School District

Susan Halldin, Member, Board of Trustees
Rocklin Unified School District

Rocklin Unified School District

Deputy, Associate, and Assistant Superintendent Salary Schedule

	A	B	C	D	E	F
Deputy Superintendent	\$155,256	\$159,138	\$163,116	\$167,194	\$171,373	\$175,658
Associate Superintendent	\$122,178	\$124,621	\$132,337	\$135,646	\$139,038	\$142,512
Assistant Superintendent	\$118,609	\$120,983	\$129,898	\$133,146	\$136,475	\$139,886

Days Worked: Per Contract

Master Degree/CPA Certification	\$939.00
Doctorate Degree	\$1,370.00

Longevity

Upon completion of 8 years in the position	\$3,049.00
Upon completion of 10 years in the position	\$4,269.00
Upon completion of 15 years in the position	\$6,099.00

Initial placement on the salary schedule will be determined by experience in same or like positions. Final recommendation will be determined by the Superintendent and approved by the Board of Trustees. Employees will move one step at the completion of each year.

Adopted: July 16, 2008 (3.5%); Eff. July 1, 2008

Revised: October 15, 2008 (4.00%; Eff. April 1, 2008; & .68% Eff. Jan. 1, 2009.

Revised: Nov. 5, 2008; Eff. April 1, 2008

Revised: Jan. 21, 2009 (Rescind .68%; Eff. Jan. 1, 2009.

Revised: April 21, 2010 (Voluntary 4%

Revised: August 3, 2011 (Rescind 2% of Reduction); Effective 7/1/2011

Revised: 9/21/11 (Rescind remaining 2% of Reduction); Eff. 7/1/11

Revised: April 23, 2014 reflects 4% increase retroactive from July 1, 2013; additional 4% effective July 1, 2014

Revised: April 23, 2014 reflects adjustment to steps for Deputy Superintendent effective July 1, 2014

Revised: August 5, 2015, reflects 0.54% increase approved October 2014- retro to July 1, 2014; schedule previously known as Assistant Superintendent Salary Schedule

Rocklin Unified School District

Deputy, Associate, and Assistant Superintendent Salary Schedule

	A	B	C	D	E	F
Deputy Superintendent	\$159,456	\$163,338	\$167,316	\$171,394	\$175,573	\$179,858
Associate Superintendent	\$126,378	\$128,821	\$136,537	\$139,846	\$143,238	\$146,712
Assistant Superintendent	\$122,809	\$125,183	\$134,098	\$137,346	\$140,675	\$144,086

Days Worked: Per Contract

Master Degree/CPA Certification	\$939.00
Doctorate Degree	\$1,370.00

Longevity

Upon completion of 8 years in the position	\$3,049.00
Upon completion of 10 years in the position	\$4,269.00
Upon completion of 15 years in the position	\$6,099.00

Initial placement on the salary schedule will be determined by experience in same or like positions. Final recommendation will be determined by the Superintendent and approved by the Board of Trustees. Employees will move one step at the completion of each year.

In order to address the issue of creditable compensation under revised CalSTRS Regulations effective January 1, 2015 (5 CCR 27200 et. Seq.) and to treat all Deputy, Associate, and Assistant Superintendents consistently, the District has restructured its Deputy/Associate/Assistant Superintendent Salary Schedule to include additional compensation on the Salary Schedule which was previously paid as a monthly allowance for travel. The restructure is permanent effective July 1, 2015.

Adopted: July 16, 2008 (3.5%); Eff. July 1, 2008
 Revised: October 15, 2008 (4.00%; Eff. April 1, 2008; & .68% Eff. Jan. 1, 2009.
 Revised: Nov. 5, 2008; Eff. April 1, 2008
 Revised: Jan. 21, 2009 (Rescind .68%; Eff. Jan. 1, 2009.
 Revised: April 21, 2010 (Voluntary 4%
 Revised: August 3, 2011 (Rescind 2% of Reduction); Effective 7/1/2011

Revised: 9/21/11 (Rescind remaining 2% of Reduction); Eff. 7/1/11
 Revised: April 23, 2014 reflects 4% increase retroactive from July 1, 2013; additional 4% effective July 1, 2014
 Revised: April 23, 2014 reflects adjustment to steps for Deputy Superintendent effective July 1, 2014
 Revised: August 5, 2015, reflects 0.54% increase approved October 2014- retro to July 1, 2014; schedule previously known as Assistant Superintendent Salary Schedule
 Revised: August 5, 2015: Effective July 1, 2015, restructure of Superintendent salary schedule(s) per STRS Regulation

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Will Serve Letter – Whitney Ranch (46AB)

DEPARTMENT: Office of the Senior Director, Facilities, Maintenance & Operations

Background:

First American Title Company is requesting a “Will Serve” letter for Whitney Ranch (46AB) project. The projected dates of this project are from January 2016 to December 2016, which means these students would begin arriving in August of 2016.

Status:

A standard “Will Serve” letter for this request is attached for review and approval by the Board.

Presenter:

Sue Wesselius, Senior Director, Facilities, Maintenance & Operations

Financial Impact:

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

A copy of the First American Title Company request, the will serve letter, and listing of schools is included.

Recommendation:

Staff recommends Board approval of the attached “Will Serve” letter for the Whitney Ranch (46AB) project.

Rocklin Unified School District

2615 Sierra Meadows Drive • Rocklin, CA 95677

Phone (916) 624-2428 • FAX (916) 624-7246



Roger Stock, Superintendent
Deborah Sigman, Deputy Superintendent

Barbara Patterson, Deputy Superintendent
Colleen Slattery, Assistant Superintendent

August 5, 2015

Bureau of Real Estate
Lynn McFarland
c/o First American Title Company
3400 Douglas Blvd, Ste. 100
Roseville, CA 95661

Subject: Whitney Ranch (46AB)
Will Serve Letter

Dear Ms. McFarland:

This letter confirms that the Rocklin Unified School District will provide educational services to all eligible K-12 pupils who may now or in the future reside in the Whitney Ranch (46AB) project. In order to qualify for funding from the State Program and to follow District practice of balancing class sizes, the students from the new development may be required to attend a school other than the one in their area. The attached information sheet lists all schools serving this area.

The above referenced development is included in a Community Facilities (Mello Roos) District that funds K-6 schools. However, the developer is required to pay to the District an impact fee for construction of 7-12 facilities and district support facilities, at the time of permit pull.

Transportation is provided for those students living outside of the walking distance to their attendance schools. Fees for transportation for the 2015/16 school year are \$265 per semester.

If you have any questions or need further information, please call.

Sincerely,

Sue Wesselius
Senior Director
Facilities & Operations

Rocklin Unified School District

2615 Sierra Meadows Drive • Rocklin, CA 95677

Phone (916) 624-2428 • FAX (916) 624-7246



Roger Stock, Superintendent
Deborah Sigman, Deputy Superintendent

Barbara Patterson, Deputy Superintendent
Colleen Slattery, Assistant Superintendent

August 5, 2015

Lynn McFarland
First American Title Company
3400 Douglas Blvd., Suite 100
Roseville, CA 95661

Subject: RUSD School Listing

Antelope Creek, K-6
6185 Springview Drive
632 1095

Breen Elementary, K-6
2751 Breen Drive
632 1155

Cobblestone Elementary, K-6
5740 Cobblestone Drive
632 0140

Parker Whitney Elementary, K-6
5145 Topaz Avenue
624 2491

Rocklin Elementary, K-6
5025 Meyers Street
624 3311

Rock Creek Elementary, K-6
2140 Collet Quarry Drive
788 4282

Ruhkala Elementary, K-6
6530 Turnstone Way
632 6560

Sierra Elementary, K-6
6811 Camborne Way
788 7141

Sunset Ranch Elementary, K-6
2500 Bridlewood Drive
624 2048

Twin Oaks Elementary, K-6
2835 Club Drive
315 1400

Valley View Elementary, K-6
3000 Crest Drive
435 4844

Granite Oaks Middle, 7-8
2600 Wyckford Drive
315 9009

Spring View Middle, 7-8
5040 Fifth Street
624 3381

Rocklin High School, 9-12
5301 Victory Lane
632 1600

Victory High School, 9-12
3250 Victory Drive
632 3195

Whitney High School, 9-12
701 Wildcat Blvd.
632 6500

BY: _____
Sue Wesselius, Senior Director,
Facilities & Operations



First American

July 20, 2015

To: Rocklin Unified School District
Attn: New Home - Will Serve Letter
Fax No.: 1(916)624-7246

From: Lynn McFarland
Phone: (925)201-6655
Fax No.: (408)451-7851
Email: lmmcfarland@firstam.com

File No.: 3409-4958747
Property: Whitney Ranch (46AB), Rocklin, CA

Good morning, attached please find our request for a new community "will serve" letter. Details of our request are found in the attachments.

Please let me know if you have any questions or need additional information.

Subject: Thank you

Lynn McFarland
First American Title
(925) 201-6655
lmmcfarland@firstam.com

Thank you for contacting First American Title Company. We truly appreciate your business, and if we can be of further service, please do not hesitate to contact us. Thanks again for using First American Title Company .

This message is for the designated recipient only and may contain privileged or confidential information. If you have received it in error, please notify the sender immediately and delete the original. Any other use of the information by you is prohibited.

If you do not receive all pages as indicated or have problems in receiving this fax, please contact the sender at (925)201-6655 .



First American
Title Company

July 20, 2015

Rocklin Unified School District
2615 Sierra Meadows Drive
Rocklin, CA 95677

RE: *Subdivision Name :* **WHITNEY RANCH**
 Location: **WHITNEY RANCH PARKWAY AT WILDCAT BOULEVARD**
 Developer: **TAYLOR MORRISON OF CALIFORNIA LLC**
 Existing APNs: **017-174-023**
 Overall Type/Size: **SINGLE-FAMILY DETACHED, 60 LOTS**

With respect to the above-referenced subdivision, we are assisting the developer in obtaining a Public Report from the Bureau of Real Estate (BRE). The BRE requires submittal of an executed letter from the school district that indicates the following:

1. Name and address of the schools servicing the subdivision

For your reference, enclosed are copies of the latest version of the subdivision map and a general vicinity map.

Please address your letter to Bureau of Real Estate, c/o First American Title Company, 3400 Douglas Blvd., Suite 100, Roseville, CA 95661; include the Subdivision Name in the reference line and send it via e-mail to Immcfarland@firstam.com.

If you do not handle these requests, please let me know so I can forward it to the appropriate person. If you have any questions, please contact me at 925-201-6655 or Immcfarland@firstam.com. We appreciate your time and assistance.

Sincerely,


Lynn McFarland on behalf of
Krystle Wong, Senior BRE Processor

Encl.

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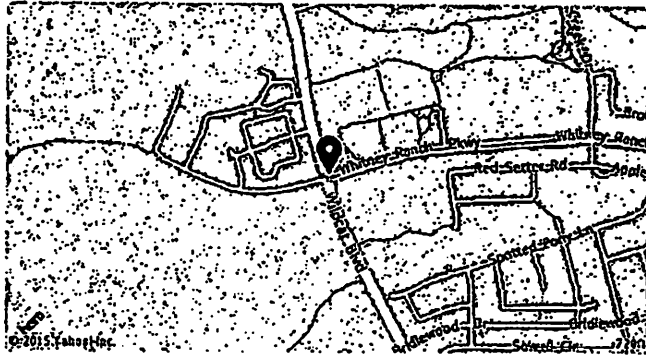
whitney ranch parkway and wildcat boulevard, rocklin, ca

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- Past month



Whitney Ranch Pkwy & Wildcat Blvd, Rocklin, CA 95785

Get Directions

Find nearby: Restaurants • Shopping • Parking

Whitney Ranch - Rocklin - CA

whitneyranchca.com

The Whitney Ranch Apartments are located in Rocklin, CA. Whitney Ranch is a ... 1801 Whitney Ranch Parkway Rocklin, CA ... Fire Chief 2001 Wildcat Blvd Rocklin, CA ...

Whitney Ranch | Homes for Sale in Rocklin, CA

www.whitneyranchca.com

Nestled within Rocklin CA is the new family friendly master planned community of Whitney Ranch ... WHITNEY RANCH. 960 Wildcat Boulevard | Rocklin, CA 95785 | 916.543 ...

Whitney Ranch Parkway & Wildcat Boulevard, ...

www.loopnet.com/Listing/15610407/Whitney-Ranch-Parkway...

Whitney Ranch Parkway & Wildcat Boulevard Land - Whitney Ranch Parkway & Wildcat Boulevard, Rocklin, CA. This 1 - 25 AC Land is for sale on LoopNet.com. Multiple pad ...

Whitney Park - Rocklin, CA - Foursquare

foursquare.com/v/whitney-park/4c2374bf11de20a...

See 15 photos and 2 tips from 174 visitors to Whitney Park ... Rocklin, CA. Foursquare. Log In; Sign Up; Whitney Park. Park. 1801 Whitney Ranch Pkwy (at Wildcat Blvd ...

SWC Whitney Ranch Parkway and Wildcat Boulevard, ...

www.loopnet.com/Listing/18097771/SWC-Whitney-Ranch...

Description. INTERCHANGE AND ROADWAY IMPROVEMENTS Wildcat Boulevard is the major north-south arterial connecting Whitney Ranch with nearby Lincoln and the rest of the ...

Directions To Whitney Ranch | Whitney Ranch

www.whitneyranchca.com/location/directions

WHITNEY RANCH. 960 Wildcat Boulevard | Rocklin, CA 95785 | 916.543.8501

Virtual Rocklin - City of Rocklin

www.rocklin.ca.us/rv/rv.asp?uti=SC-7651-2609A6-01

Wildcat Blvd. & Whitney Ranch Parkway Rocklin, CA 95677 Map More About This Park How-To: ... City of Rocklin 3970 Rocklin Road Rocklin, CA 95677 Phone 916.625.5000:

RETAIL PADS AT THE PLANNED HIGHWAY 65 INTERCHANGE

s.inimg.com/.../JB9A8867B-B0AC-4E6E-9E4F-0AF70F4CAG6D.pdf

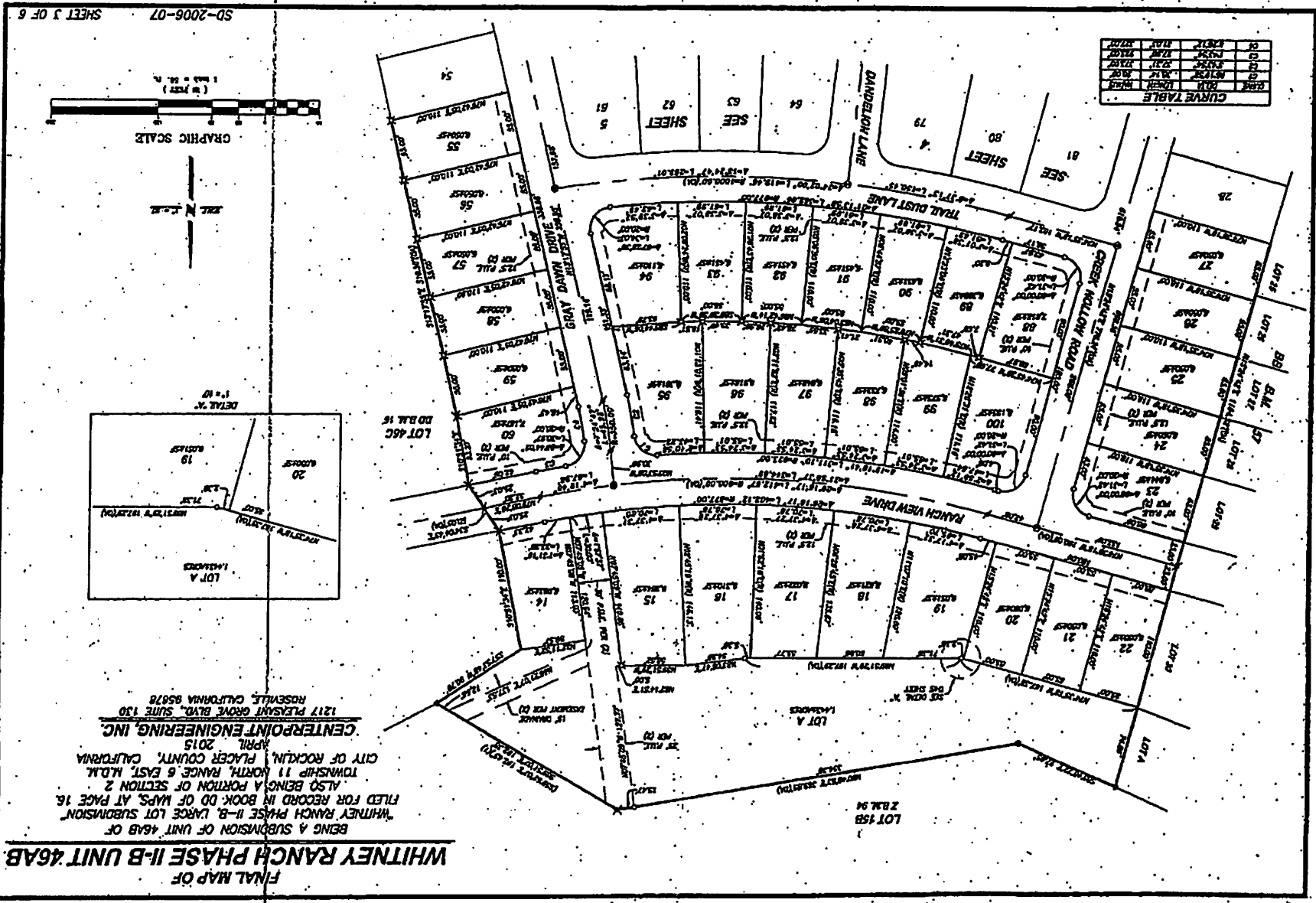
RETAIL PADS AT THE PLANNED HIGHWAY 65 INTERCHANGE SWC Whitney Ranch Parkway and Wildcat Boulevard, Rocklin California

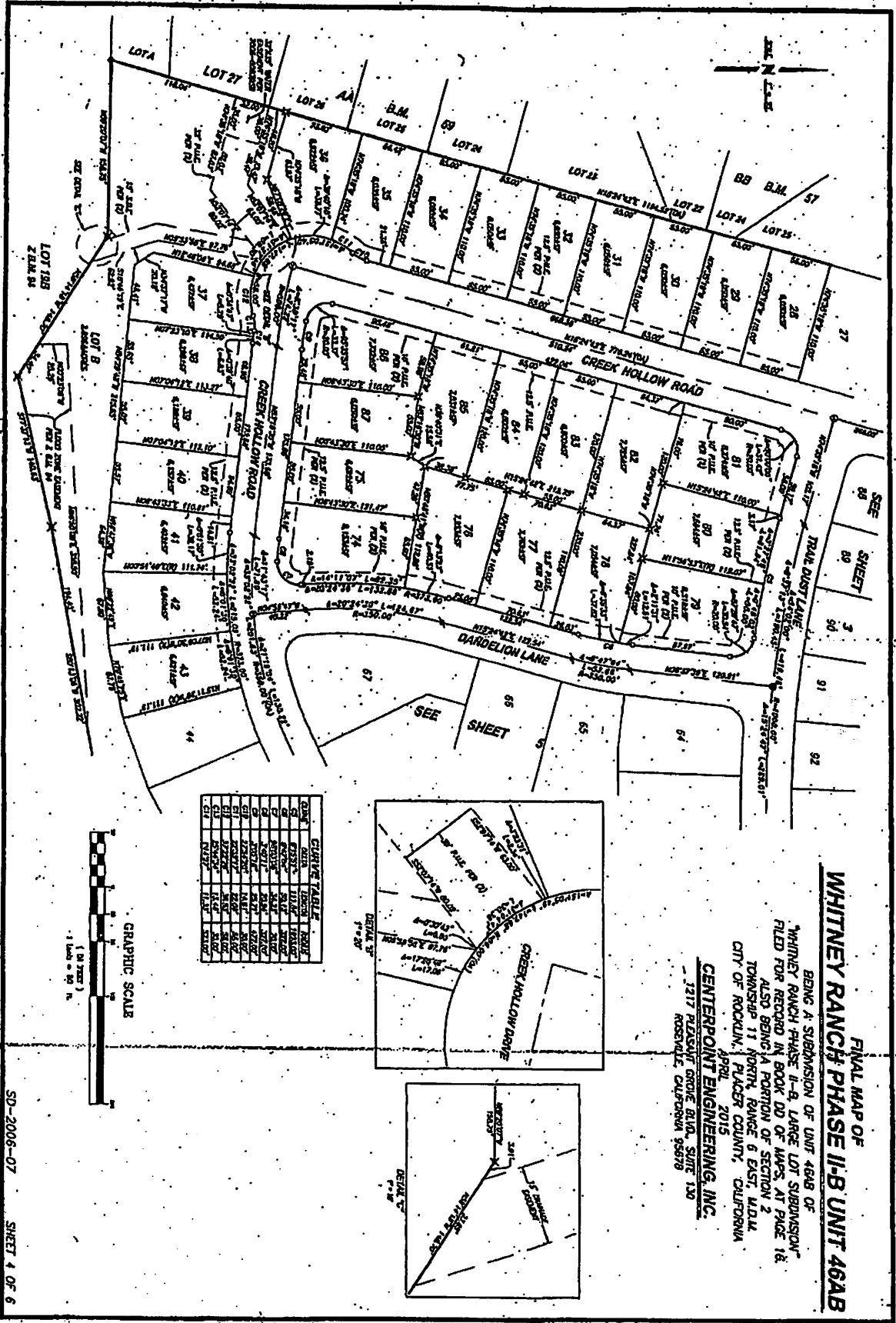
Creekside at Whitney Ranch by Richmond American...

www.trulia.com/.../Creekside-at-Whitney-Ranch-319885530

Photos, maps, description for Wildcat Blvd Whitney Ranch Parkway, Rocklin, CA. Search homes for sale, get school district and neighborhood info for Rocklin, CA on ...

Whitney Ranch & Wildcat Pkwy, Rocklin, CA 95785 |...





LOT	AREA (SQ. FT.)	AREA (SQ. YD.)
1	10,000	111.11
2	10,000	111.11
3	10,000	111.11
4	10,000	111.11
5	10,000	111.11
6	10,000	111.11
7	10,000	111.11
8	10,000	111.11
9	10,000	111.11
10	10,000	111.11
11	10,000	111.11
12	10,000	111.11
13	10,000	111.11
14	10,000	111.11
15	10,000	111.11
16	10,000	111.11
17	10,000	111.11
18	10,000	111.11
19	10,000	111.11
20	10,000	111.11
21	10,000	111.11
22	10,000	111.11
23	10,000	111.11
24	10,000	111.11
25	10,000	111.11
26	10,000	111.11
27	10,000	111.11
28	10,000	111.11
29	10,000	111.11
30	10,000	111.11
31	10,000	111.11
32	10,000	111.11
33	10,000	111.11
34	10,000	111.11
35	10,000	111.11
36	10,000	111.11
37	10,000	111.11
38	10,000	111.11
39	10,000	111.11
40	10,000	111.11
41	10,000	111.11
42	10,000	111.11
43	10,000	111.11
44	10,000	111.11
45	10,000	111.11
46	10,000	111.11
47	10,000	111.11
48	10,000	111.11
49	10,000	111.11
50	10,000	111.11
51	10,000	111.11
52	10,000	111.11
53	10,000	111.11
54	10,000	111.11
55	10,000	111.11
56	10,000	111.11
57	10,000	111.11
58	10,000	111.11
59	10,000	111.11
60	10,000	111.11
61	10,000	111.11
62	10,000	111.11
63	10,000	111.11
64	10,000	111.11
65	10,000	111.11
66	10,000	111.11
67	10,000	111.11
68	10,000	111.11



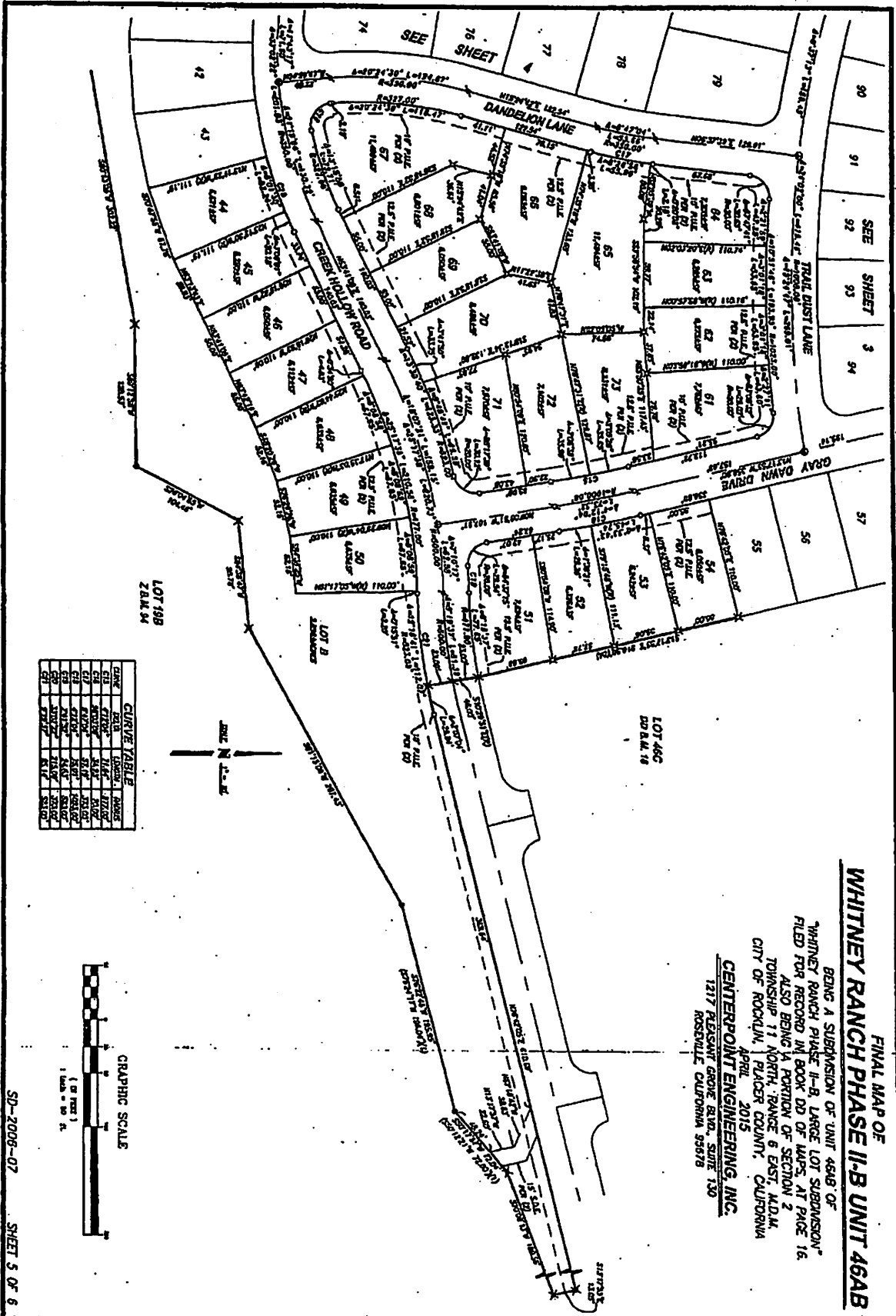
FINAL MAP OF
WHITNEY RANCH PHASE II-B, UNIT 46A-B

BENIC A SUBDIVISION OF UNIT 46A-B OF
 "WHITNEY RANCH PHASE II-B, LARGE LOT SUBDIVISION"
 FILED FOR RECORD IN BOOK DD OF MAPS, AT PAGE 18.
 ALSO BEING A PORTION OF SECTION 2
 TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M.
 CITY OF ROCKLIN, PLACER COUNTY, CALIFORNIA
 APRIL 2015

CENTERPOINT ENGINEERING, INC.
 1317 PLEASANT GROVE BLVD, SUITE 130
 ROSEVILLE, CALIFORNIA 95678

BOOK DD OF MAPS, PAGE 18

SD-2006-07 SHEET 4 OF 6



CURVE TABLE

CURVE	DATA	LENGTH	ANGLE
C1	271.00'	114.00'	114.00'
C2	271.00'	114.00'	114.00'
C3	271.00'	114.00'	114.00'
C4	271.00'	114.00'	114.00'
C5	271.00'	114.00'	114.00'
C6	271.00'	114.00'	114.00'
C7	271.00'	114.00'	114.00'
C8	271.00'	114.00'	114.00'
C9	271.00'	114.00'	114.00'
C10	271.00'	114.00'	114.00'
C11	271.00'	114.00'	114.00'
C12	271.00'	114.00'	114.00'
C13	271.00'	114.00'	114.00'
C14	271.00'	114.00'	114.00'
C15	271.00'	114.00'	114.00'
C16	271.00'	114.00'	114.00'
C17	271.00'	114.00'	114.00'
C18	271.00'	114.00'	114.00'
C19	271.00'	114.00'	114.00'
C20	271.00'	114.00'	114.00'
C21	271.00'	114.00'	114.00'
C22	271.00'	114.00'	114.00'
C23	271.00'	114.00'	114.00'
C24	271.00'	114.00'	114.00'
C25	271.00'	114.00'	114.00'
C26	271.00'	114.00'	114.00'
C27	271.00'	114.00'	114.00'
C28	271.00'	114.00'	114.00'
C29	271.00'	114.00'	114.00'
C30	271.00'	114.00'	114.00'



**FINAL MAP OF
WHITNEY RANCH PHASE II-B UNIT 46AB**

BEING A SUBDIVISION OF UNIT 46AB OF
"WHITNEY RANCH PHASE II-B, LARGE LOT SUBDIVISION"
FILED FOR RECORD IN BOOK DD OF MAPS, AT PAGE 16.
ALSO BEING A PORTION OF SECTION 2
TOWNSHIP 11 NORTH, RANGE 6 EAST, N.E.1/4,
CITY OF ROCKLIN, PLACER COUNTY, CALIFORNIA

APRIL 2015
CENTERPOINT ENGINEERING, INC.
1217 REDSANT GROVE BLVD., SUITE 130
ROCKVILLE CALIFORNIA 95976

CITY OF ROCKLIN - LOCAL AGENCY INFORMATION SHEET

THE ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES AS REQUIRED BY SECTION 94542.8 OF THE SUBDIVISION MAP ACT, AS AMENDED, AND LOCAL ORDINANCE.

THE INFORMATION SHOWN DESCRIBES CONDITIONS AS OF THE DATE OF FILING. IT IS NOT INTENDED TO AFFECT RECORD DATE INTEREST. THE INFORMATION IS DERIVED FROM PUBLIC RECORDS OR REPORTS AND DOES NOT IMPLY THE CORRECTNESS OR SUFFICIENCY OF THESE RECORDS OR REPORTS BY THE PREPARER OF THIS ADDITIONAL INFORMATION SHEET.

NOTES:

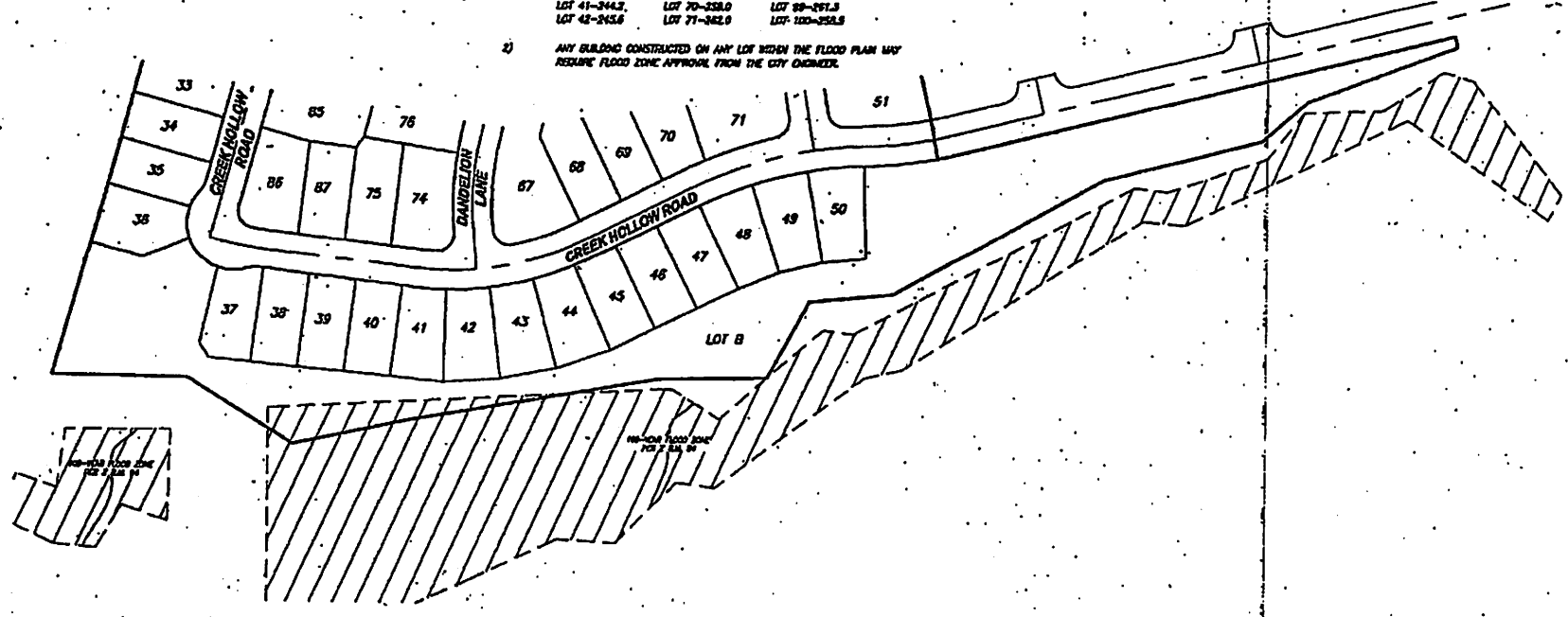
- 1) THE 100 YEAR FLOOD ELEVATION IS 230. THE FMS ELEVATION FOR THE IMPROVEMENT PLANS FOR WHITNEY RANCH PHASE II UNIT 46AB ARE AS FOLLOWS:
- | | | |
|--------------|--------------|---------------|
| LOT 14-232.5 | LOT 43-242.3 | LOT 72-252.0 |
| LOT 15-232.6 | LOT 44-242.2 | LOT 73-252.0 |
| LOT 16-247.4 | LOT 45-251.5 | LOT 74-244.0 |
| LOT 17-265.1 | LOT 46-253.9 | LOT 75-242.2 |
| LOT 18-232.9 | LOT 47-254.4 | LOT 76-242.8 |
| LOT 19-252.8 | LOT 48-252.8 | LOT 77-253.8 |
| LOT 20-257.8 | LOT 49-242.4 | LOT 78-252.7 |
| LOT 21-253.8 | LOT 50-244.3 | LOT 79-252.9 |
| LOT 22-253.5 | LOT 51-243.1 | LOT 80-254.8 |
| LOT 23-254.5 | LOT 52-242.9 | LOT 81-252.9 |
| LOT 24-254.5 | LOT 53-270.7 | LOT 82-242.0 |
| LOT 25-253.4 | LOT 54-274.4 | LOT 83-242.3 |
| LOT 26-252.1 | LOT 55-272.1 | LOT 84-244.8 |
| LOT 27-251.2 | LOT 56-272.9 | LOT 85-243.4 |
| LOT 28-250.5 | LOT 57-272.9 | LOT 86-232.1 |
| LOT 29-249.0 | LOT 58-274.1 | LOT 87-242.8 |
| LOT 30-247.1 | LOT 59-273.2 | LOT 88-251.7 |
| LOT 31-243.7 | LOT 60-242.9 | LOT 89-250.7 |
| LOT 32-244.3 | LOT 61-274.3 | LOT 90-247.7 |
| LOT 33-242.9 | LOT 62-274.5 | LOT 91-242.7 |
| LOT 34-241.5 | LOT 63-270.5 | LOT 92-242.8 |
| LOT 35-240.1 | LOT 64-242.8 | LOT 93-272.3 |
| LOT 36-232.5 | LOT 65-244.1 | LOT 94-272.3 |
| LOT 37-232.1 | LOT 66-252.5 | LOT 95-267.5 |
| LOT 38-232.8 | LOT 67-250.8 | LOT 96-262.5 |
| LOT 39-241.3 | LOT 68-252.9 | LOT 97-242.8 |
| LOT 40-242.8 | LOT 69-252.3 | LOT 98-243.0 |
| LOT 41-244.3 | LOT 70-252.0 | LOT 99-247.3 |
| LOT 42-243.8 | LOT 71-242.0 | LOT 100-252.8 |

2) ANY BUILDING CONSTRUCTED ON ANY LOT WITHIN THE FLOOD PLAN MAY REQUIRE FLOOD ZONE APPROVAL FROM THE CITY ENGINEER.

FINAL MAP OF WHITNEY RANCH PHASE II-B UNIT 46AB

BEING A SUBDIVISION OF UNIT 46AB OF "WHITNEY RANCH PHASE II-B, LARGE LOT SUBDIVISION" FILED FOR RECORD IN BOOK DD OF MAPS, AT PAGE 16. ALSO BEING A PORTION OF SECTION 2 TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M. CITY OF ROCKLIN, PLACER COUNTY, CALIFORNIA APRIL 2015

CENTERPOINT ENGINEERING, INC.
 1217 PLEASANT GROVE BLVD., SUITE 130
 ROSEVILLE, CALIFORNIA 95678



**FINAL MAP OF
WHITNEY RANCH PHASE II-B UNIT 46CD**

BEING A SUBDIVISION OF UNIT 46C & 46D OF
"WHITNEY RANCH PHASE II-B LARGE LOT SUBDIVISION"
FILED FOR RECORD IN BOOK DD OF MAPS, AT PAGE 16.
ALSO BEING A PORTION OF SECTION 2
TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M.
CITY OF ROCKLIN, PLACER COUNTY, CALIFORNIA

CENTERPOINT ENGINEERING, INC.
1217 PLEASANT GROVE BLVD., SUITE 130
ROSEVILLE, CALIFORNIA 95678

LINE TABLE

LINE	BEARING	LENGTH
11	S20°32'27" E	45.00'

CURVE TABLE

CURVE	BEARS	LENGTH	ANGLE
C1	S72°20' E	11.96'	37.00°
C2	S72°20' E	11.96'	37.00°
C3	S72°20' E	11.96'	37.00°
C4	S72°20' E	11.96'	37.00°

BASIS OF BEARINGS:

THE BEARINGS OF CREEK HOLLOW ROAD AS SHOWN ON THE FINAL MAP OF "WHITNEY RANCH PHASE II-B LARGE LOT MAP," FILED IN BOOK DD OF MAPS, AT PAGE 16, OF PLACER COUNTY RECORDS, THE BEARING OF WHICH IS NORTH 78°12' EAST, AND IS BASED ON MONUMENTS SHOWN HEREON AS FOUND.

NOTES:

1. ALL DISTANCES SHOWN ARE MEASURED, UNLESS OTHERWISE NOTED.
2. THE TOTAL AREA FOR THIS SUBDIVISION IS 11,633.36 ACRES (THIS NUMBER DOES NOT INCLUDE THE AREA WITHIN THE BOUNDARIES WHICH THE CITY OF ROCKLIN OWNS IN FEE TITLE).
3. THIS SUBDIVISION CREATES 74 BUILDING LOTS AND ONE (1) OPEN SPACE LOT.
4. DUE TO ROUNDING, THE OVERALL LENGTH OF A LINE WILL NOT ALWAYS EQUAL THE SUM OF THE PARTIAL LINE SEGMENTS.
5. THE CURVE DATA SHOWN ALONG THE BOUNDARY MATCHES THE RECORD DATA SHOWN ON DD MAP 16.
6. THE ROAD RIGHT OF WAY SHOWN HEREON WERE DEDICATED IN FEE TO THE CITY OF ROCKLIN PER (2).
7. LOT 14 AS SHOWN HEREON IS SUBJECT TO AN OPEN SPACE AND CONSERVATION EASEMENT (RILLSIDE AND BLUFF PROTECTION) FOR DOCUMENT NO. 2005-02508-23.
8. THE STREETS SHOWN HEREON ARE SUBJECT TO A NON-EXCLUSIVE PUBLIC UTILITY EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF WATER, GAS, STORM DRAIN AND SEWERAGE SERVICE TOGETHER WITH ANY AND ALL APPURTENANCES THEREON FOR UNDERGROUND WIRING AND CONDUITS FOR ELECTRIC, TELEVISION, TELEPHONE, TELECOMMUNICATIONS AND OTHER COMMUNICATIONS SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES THEREON PER DOC. NO. 2012-02042-23.

LEGEND: (ALL PIPE SIZES ARE INSIDE DIAMETER)

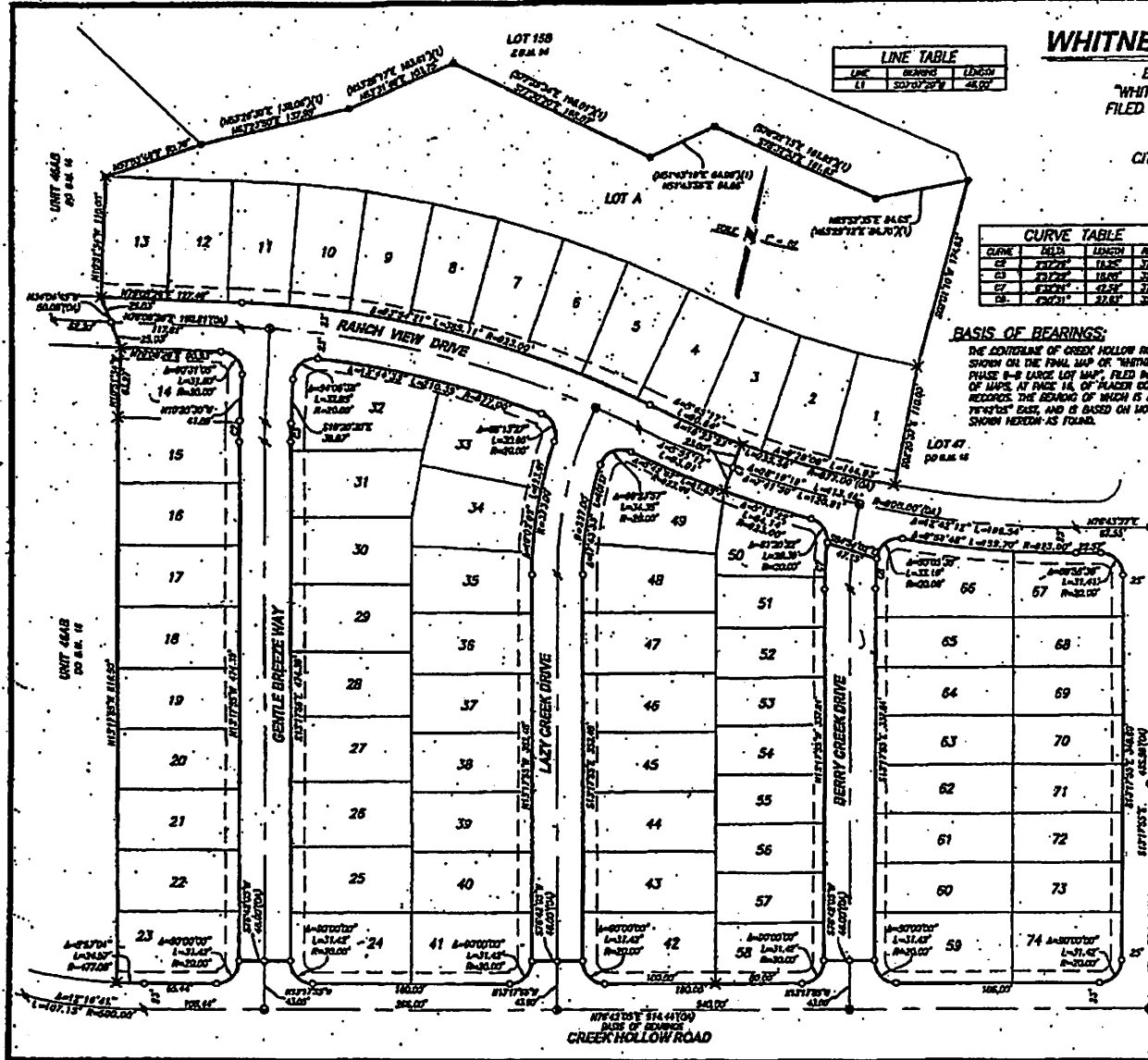
- DIVISION POINT
- FOUND 3/4" IRON, WITH SLEEVE STAMPED "S 8336" PER (1)
- FOUND 1/2" IRON PIPE STAMPED "S 8347" PER (2)
- FOUND 3/4" IRON PIPE WITH PLASTIC CAP "S 8347" PER (2) UNLESS OTHERWISE NOTED
- FOUND 2" BRASS DISC STAMPED "S 8336" IN MONUMENT HELL FOR (2)
- SET 3/4" IRON PIPE WITH PLASTIC CAP "S 8347"
- EACH FRONT LOT CORNER IS MONUMENTED WITH A 1" COPPER DISC STAMPED "S 8347" SET IN THE SIDEWALK ON THE PROJECTION OF THE SIDE LOT LINE 1.00' FROM THE FRONT LOT CORNER.
- PUBLIC UTILITY EASEMENT
- ROAD BEARING
- (R) OVERALL DISTANCE
- (C) RECORD FOR BOOK 2 OF MAPS, PAGE 14
- (D) RECORD FOR BOOK DD OF MAPS, PAGE 16

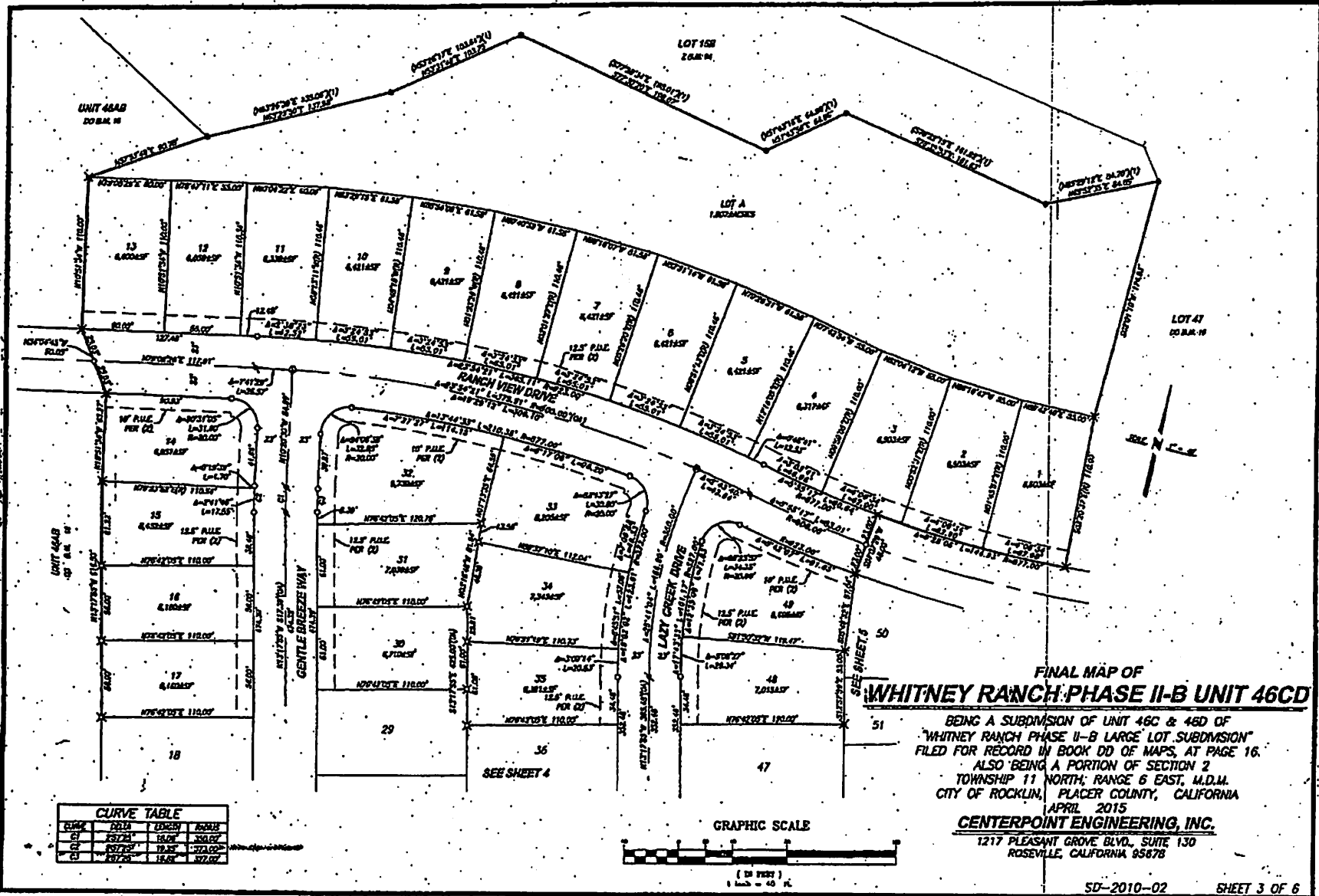
GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.

SD-2010-02 SHEET 2 OF 6





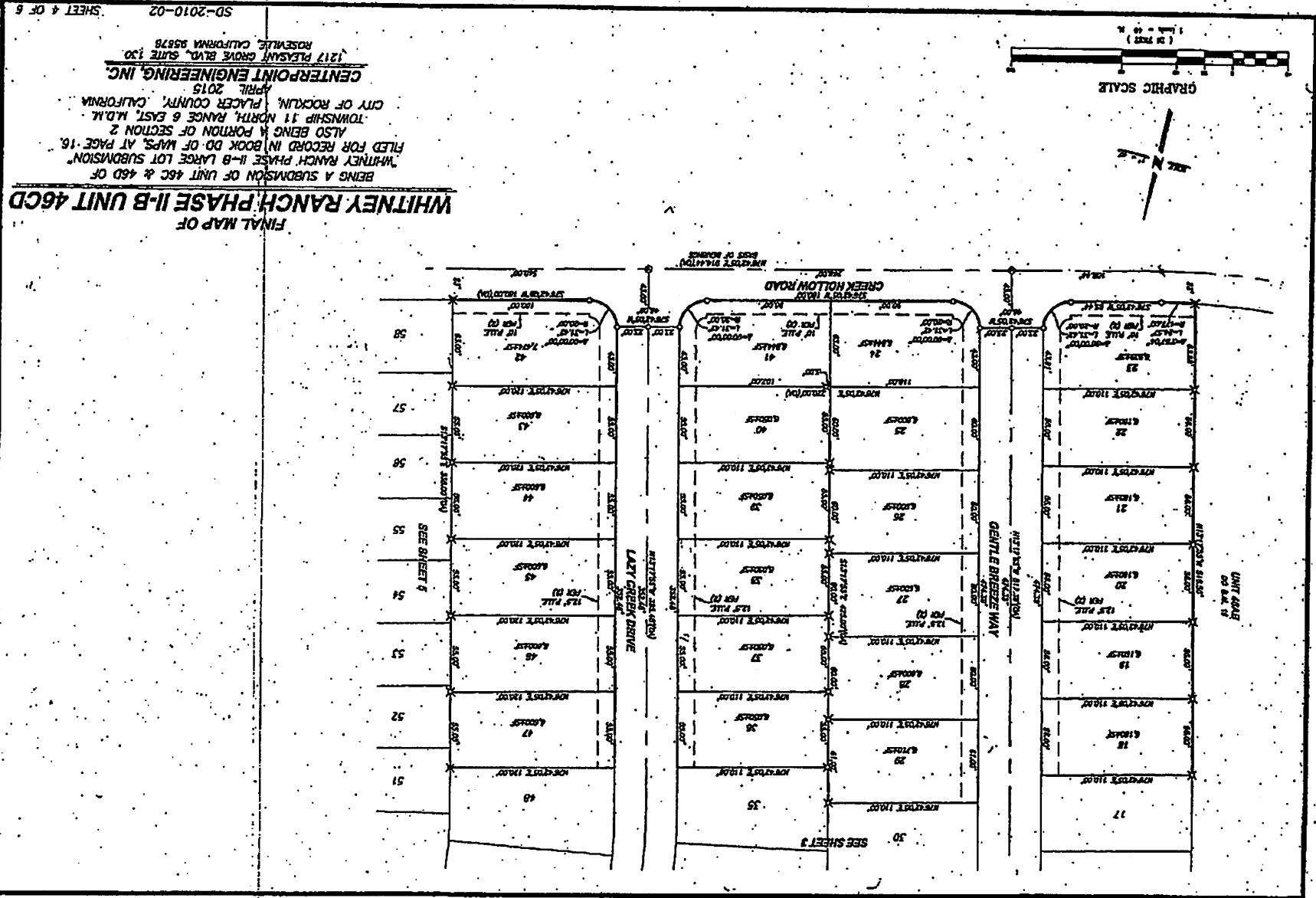
CURVE TABLE

CHORD	PICTA	EXCEN	ARCLEN
100.00	15.708	15.708	157.08
150.00	23.562	23.562	235.62
200.00	31.416	31.416	314.16
250.00	39.270	39.270	392.70
300.00	47.124	47.124	471.24
350.00	54.978	54.978	549.78
400.00	62.832	62.832	628.32
450.00	70.686	70.686	706.86
500.00	78.540	78.540	785.40

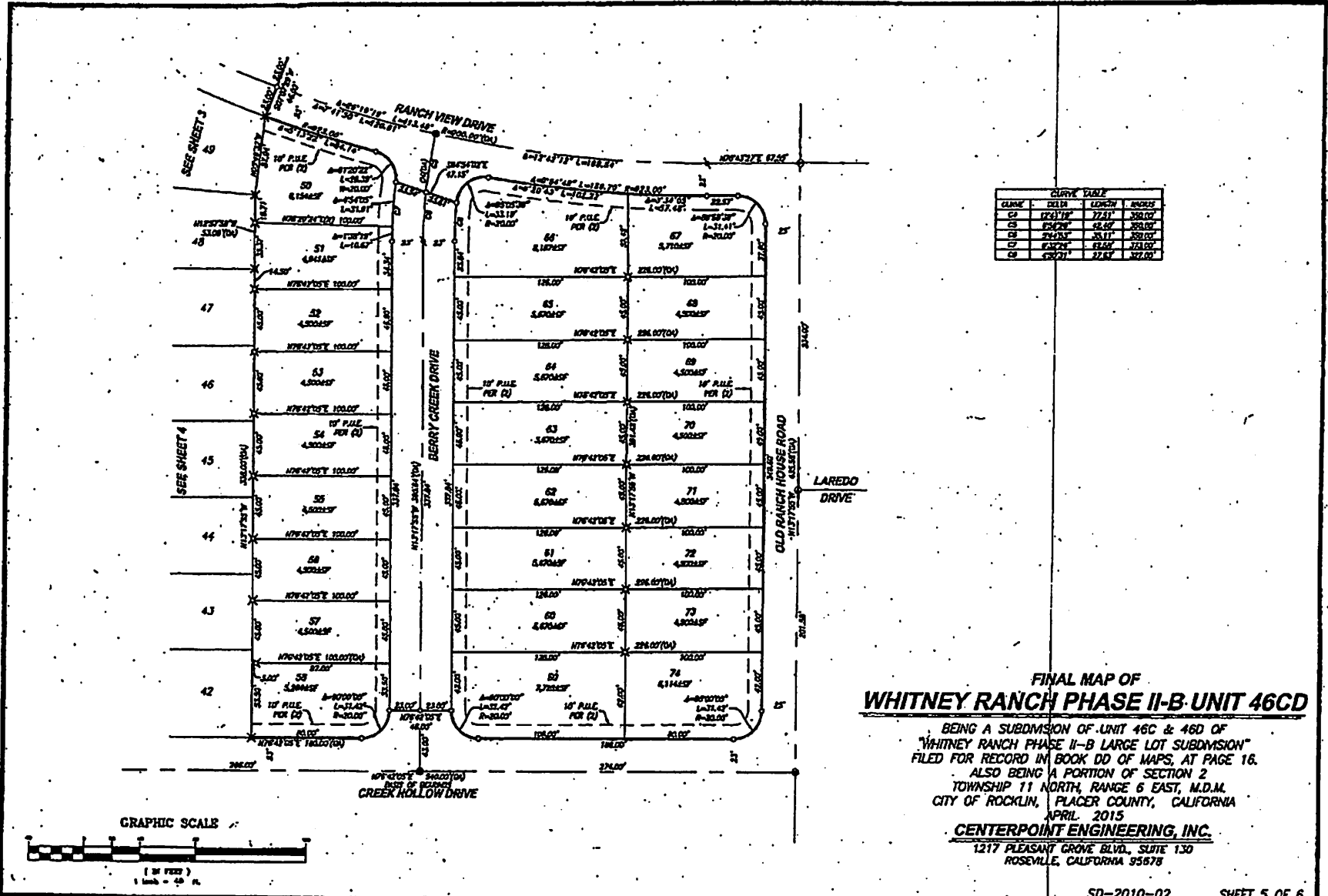
**FINAL MAP OF
WHITNEY RANCH PHASE II-B UNIT 46CD**

BEING A SUBDIVISION OF UNIT 46C & 46D OF
"WHITNEY RANCH PHASE II-B LARGE LOT SUBDIVISION"
FILED FOR RECORD IN BOOK DD OF MAPS, AT PAGE 16.
ALSO BEING A PORTION OF SECTION 2
TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M.
CITY OF ROCKLIN, PLACER COUNTY, CALIFORNIA
APRIL 2015

CENTERPOINT ENGINEERING, INC.
1217 PLEASANT GROVE BLVD., SUITE 130
ROSEVILLE, CALIFORNIA 95678



BOOK D OF MAPS, PAGE 20



**FINAL MAP OF
WHITNEY RANCH PHASE II-B UNIT 46CD**

BEING A SUBDIVISION OF UNIT 46C & 46D OF
"WHITNEY RANCH PHASE II-B LARGE LOT SUBDIVISION"
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ALSO BEING A PORTION OF SECTION 2
TOWNSHIP 11 NORTH, RANGE 6 EAST, N.D.M.
CITY OF ROCKLIN, PLACER COUNTY, CALIFORNIA
APRIL 2015

CENTERPOINT ENGINEERING, INC.
1217 PLEASANT GROVE BLVD., SUITE 130
ROSEVILLE, CALIFORNIA 95678

**CITY OF ROCKLIN - LOCAL AGENCY
INFORMATION SHEET**

THE APPROVAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES AS REQUIRED BY SECTION 92461.5 OF THE SUBDIVISION MAP ACT, AS AMENDED AND LOCAL ORDINANCE.
THE INFORMATION SHOWN HEREON IS SUBJECT TO THE DATE OF PUBLICATION AND NOT INTENDED TO BE A GUARANTEE OF THE ACCURACY OF THE INFORMATION SHOWN HEREON. THE CITY OF ROCKLIN DOES NOT WARRANT THE ACCURACY OF THE INFORMATION SHOWN HEREON OR THE COMPLETION OF THE PROJECTS OR THE FITNESS OF THE INFORMATION SHOWN HEREON FOR ANY PARTICULAR PURPOSE.

NOTES

1) THE 100 YEAR FLOOD ELEVATION IS AS SHOWN ON THE FLOOD MAP FOR WINDLEY PARK AND THE FLOOD DISTURBANCE FOR THE SUBDIVISION MAPS FOR WINDLEY PARK IS AS FOLLOWS:

LOT 1-3531.1	LOT 34-3772.5	LOT 51-5812.4
LOT 2-3531.2	LOT 35-3772.6	LOT 52-5812.5
LOT 3-3531.3	LOT 36-3772.7	LOT 53-5812.6
LOT 4-3531.4	LOT 37-3772.8	LOT 54-5812.7
LOT 5-3531.5	LOT 38-3772.9	LOT 55-5812.8
LOT 6-3531.6	LOT 39-3773.0	LOT 56-5812.9
LOT 7-3531.7	LOT 40-3773.1	LOT 57-5813.0
LOT 8-3531.8	LOT 41-3773.2	LOT 58-5813.1
LOT 9-3531.9	LOT 42-3773.3	LOT 59-5813.2
LOT 10-3532.0	LOT 43-3773.4	LOT 60-5813.3
LOT 11-3532.1	LOT 44-3773.5	LOT 61-5813.4
LOT 12-3532.2	LOT 45-3773.6	LOT 62-5813.5
LOT 13-3532.3	LOT 46-3773.7	LOT 63-5813.6
LOT 14-3532.4	LOT 47-3773.8	LOT 64-5813.7
LOT 15-3532.5	LOT 48-3773.9	LOT 65-5813.8
LOT 16-3532.6	LOT 49-3774.0	LOT 66-5813.9
LOT 17-3532.7	LOT 50-3774.1	LOT 67-5814.0
LOT 18-3532.8	LOT 51-3774.2	LOT 68-5814.1
LOT 19-3532.9	LOT 52-3774.3	LOT 69-5814.2
LOT 20-3533.0	LOT 53-3774.4	LOT 70-5814.3
LOT 21-3533.1	LOT 54-3774.5	LOT 71-5814.4
LOT 22-3533.2	LOT 55-3774.6	LOT 72-5814.5
LOT 23-3533.3	LOT 56-3774.7	LOT 73-5814.6
LOT 24-3533.4	LOT 57-3774.8	LOT 74-5814.7
LOT 25-3533.5	LOT 58-3774.9	LOT 75-5814.8
LOT 26-3533.6	LOT 59-3775.0	LOT 76-5814.9
LOT 27-3533.7	LOT 60-3775.1	LOT 77-5815.0
LOT 28-3533.8	LOT 61-3775.2	LOT 78-5815.1
LOT 29-3533.9	LOT 62-3775.3	LOT 79-5815.2
LOT 30-3534.0	LOT 63-3775.4	LOT 80-5815.3
LOT 31-3534.1	LOT 64-3775.5	LOT 81-5815.4
LOT 32-3534.2	LOT 65-3775.6	LOT 82-5815.5
LOT 33-3534.3	LOT 66-3775.7	LOT 83-5815.6
LOT 34-3534.4	LOT 67-3775.8	LOT 84-5815.7
LOT 35-3534.5	LOT 68-3775.9	LOT 85-5815.8
LOT 36-3534.6	LOT 69-3776.0	LOT 86-5815.9
LOT 37-3534.7	LOT 70-3776.1	LOT 87-5816.0
LOT 38-3534.8	LOT 71-3776.2	LOT 88-5816.1
LOT 39-3534.9	LOT 72-3776.3	LOT 89-5816.2
LOT 40-3535.0	LOT 73-3776.4	LOT 90-5816.3
LOT 41-3535.1	LOT 74-3776.5	LOT 91-5816.4
LOT 42-3535.2	LOT 75-3776.6	LOT 92-5816.5
LOT 43-3535.3	LOT 76-3776.7	LOT 93-5816.6
LOT 44-3535.4	LOT 77-3776.8	LOT 94-5816.7
LOT 45-3535.5	LOT 78-3776.9	LOT 95-5816.8
LOT 46-3535.6	LOT 79-3777.0	LOT 96-5816.9
LOT 47-3535.7	LOT 80-3777.1	LOT 97-5817.0
LOT 48-3535.8	LOT 81-3777.2	LOT 98-5817.1
LOT 49-3535.9	LOT 82-3777.3	LOT 99-5817.2
LOT 50-3536.0	LOT 83-3777.4	LOT 100-5817.3

2) ANY BUILDING CONSTRUCTION ON ANY LOT WITHIN THE FLOOD PLAIN MAY REQUIRE FLOOD ZONE APPROVAL FROM THE CITY ENGINEER.

**FINAL MAP OF:
WHITNEY RANCH PHASE II-B UNIT 46CD**

BEING A SUBDIVISION OF UNIT 46C & 46D OF
"WHITNEY RANCH PHASE I-B LARGE LOT SUBDIVISION"
FILED FOR RECORD IN BOOK 00 OF MAPS AT PAGE 16,
ALSO BEING A PORTION OF SECTION 2,
TOWNSHIP 11 NORTH, RANGE 6 EAST, T10N, R6E,
CITY OF ROCKLIN, FLACOR COUNTY, CALIFORNIA
APRIL 2015
CENTERPOINT ENGINEERING, INC.
1217 PULSANT GROVE BLVD., SUITE 130
ROSEVILLE CALIFORNIA 95678

SD-2010-02

SHEET 6 OF 6

ROCKLIN UNIFIED SCHOOL DISTRICT

Item 9.13
CONSENT
August 5, 2015

BOARD AGENDA BRIEFING

SUBJECT: Approve Will Serve Letter – Parklands North

DEPARTMENT: Office of the Senior Director, Facilities, Maintenance & Operations

Background:

Old Republic Title Company is requesting a “Will Serve” letter for the Parklands North project. The projected dates of this project are from January 2016 to December 2016, which means these students would begin arriving in August of 2016.

Status:

A standard “Will Serve” letter for this request is attached for review and approval by the Board.

Presenter:

Sue Wesselius, Senior Director, Facilities, Maintenance & Operations

Financial Impact:

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

A copy of the Old Republic Title Company request, the will serve letter, and listing of schools is included.

Recommendation:

Staff recommends Board approval of the attached “Will Serve” letter for the Parklands North project.

Rocklin Unified School District

2615 Sierra Meadows Drive • Rocklin, CA 95677

Phone (916) 624-2428 • FAX (916) 624-7246



Roger Stock, Superintendent
Deborah Sigman, Deputy Superintendent

Barbara Patterson, Deputy Superintendent
Colleen Slattery, Assistant Superintendent

August 5, 2015

April Ballard
Old Republic Title Company
1000 Burnett Ave, Suite 400
Concord, CA 94520

Subject: RUSD School Listing

Antelope Creek, K-6
6185 Springview Drive
632 1095

Sunset Ranch Elementary, K-6
2500 Bridlewood Drive
624 2048

Breen Elementary, K-6
2751 Breen Drive
632 1155

Twin Oaks Elementary, K-6
2835 Club Drive
315 1400

Cobblestone Elementary, K-6
5740 Cobblestone Drive
632 0140

Valley View Elementary, K-6
3000 Crest Drive
435 4844

Parker Whitney Elementary, K-6
5145 Topaz Avenue
624 2491

Granite Oaks Middle, 7-8
2600 Wyckford Drive
315 9009

Rocklin Elementary, K-6
5025 Meyers Street
624 3311

Spring View Middle, 7-8
5040 Fifth Street
624 3381

Rock Creek Elementary, K-6
2140 Collet Quarry Drive
788 4282

Rocklin High School, 9-12
5301 Victory Lane
632 1600

Ruhkala Elementary, K-6
6530 Turnstone Way
632 6560

Victory High School, 9-12
3250 Victory Drive
632 3195

Sierra Elementary, K-6
6811 Camborne Way
788 7141

Whitney High School, 9-12
701 Wildcat Blvd.
632 6500

BY: _____
Sue Wesselius, Senior Director,
Facilities & Operations

Rocklin Unified School District

2615 Sierra Meadows Drive • Rocklin, CA 95677

Phone (916) 624-2428 • FAX (916) 624-7246



Roger Stock, Superintendent
Deborah Sigman, Deputy Superintendent

Barbara Patterson, Deputy Superintendent
Colleen Slattery, Assistant Superintendent

August 5, 2015

April Ballard
Old Republic Title Company
1000 Burnett Ave, Suite 400
Concord, CA 94520

Subject: Parklands North
Will Serve

Dear Ms. Ballard,

This letter confirms that the Rocklin Unified School District will provide educational services to all eligible K-12 pupils who may now or in the future reside in Parklands North project located at Delmar Avenue and Del Rio Court, Rocklin. In order to qualify for funding from the State Program for Class Size Reduction and to follow District practice of balancing class sizes, the students may be required to attend a school other than the one in their area. The attached information sheet lists all schools serving this area.

Transportation is provided for those students living outside of the walking distance to their attendance schools. Fees for transportation for the 2015/16 school year are \$265 per semester.

If you have any questions or need further information, please call.

Sincerely,

Sue Wesselius
Senior Director
Facilities & Operations



OLD REPUBLIC TITLE COMPANY

A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP

1000 Burnett Ave., Suite 400
Concord, CA 94520
p: (925) 687-7880
f: (925) 798-1981
ortc.com

RECEIVED
JUL 16 2015

BY:

July 12, 2015

Rocklin Unified School District
Superintendent's Office
(916) 624-2428
2615 Sierra Meadows Drive
Rocklin, CA 95677

RE: Tract #/Name: Subdivision No. 2013-03
Advertising Name: Parklands North
Seventy-Six (76) single family homes
Delmar Avenue & Del Rio Court, Rocklin
Current APNs 045-010-022, 023, 024 & 025


Pursuant to Section 11010 of the Business and Professions Code, and as required when applying for a Subdivision Public Report from the State of California, Bureau of Real Estate ("BRE"), we are requesting a statement that indicates the location of each elementary, middle and high school serving the subdivision.

Enclosed is an area map indicating the location of the subdivision.

Please send the required statement to the undersigned. We will include the original statement in our submittal to the BRE.

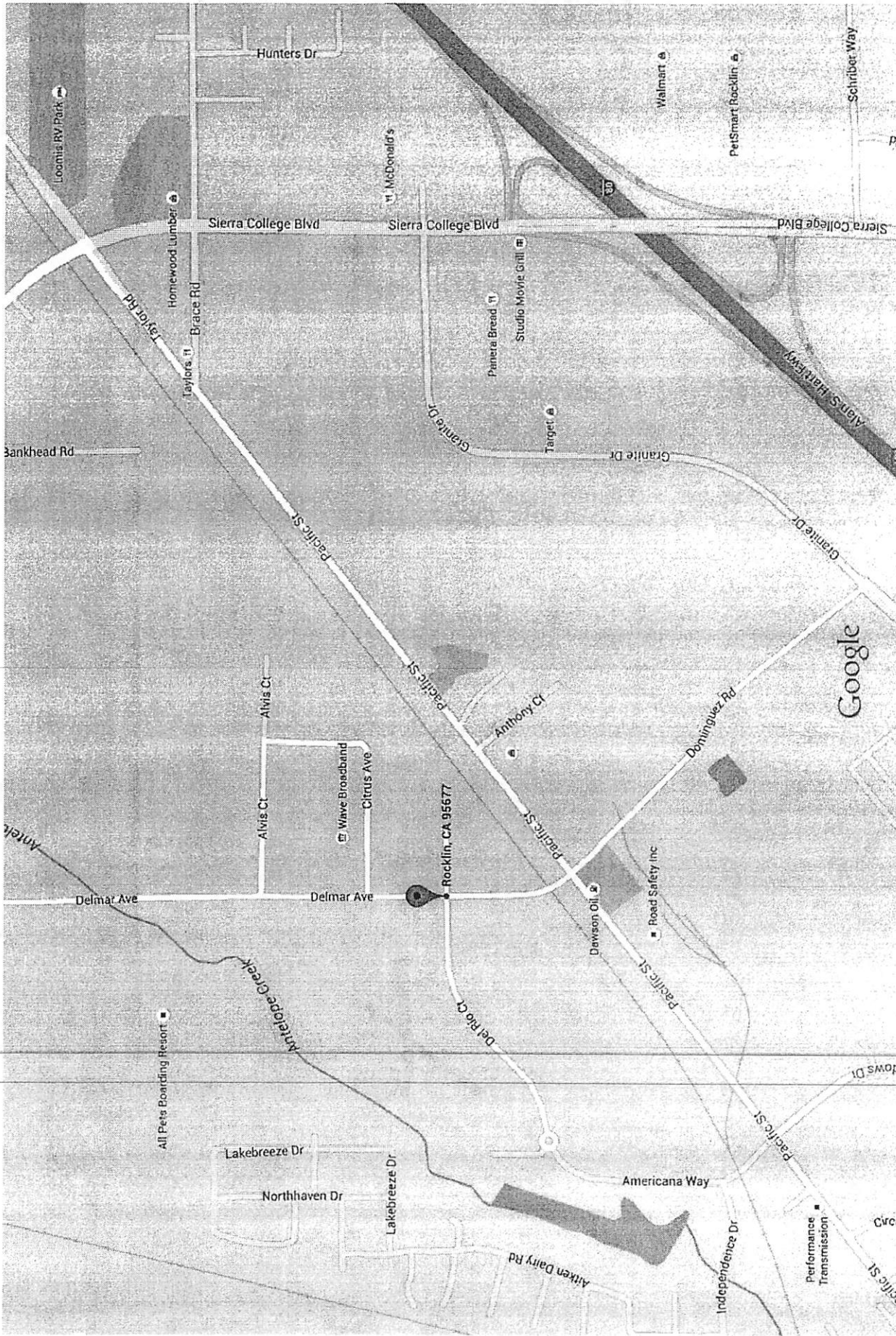
Thank you for your attention and assistance. If you have any questions, please don't hesitate to contact me.

Sincerely,



April Ballard
Vice President

Enclosure



Rocklin, CA 95677

Traffic, Transit, Bicycling, Terrain

ROCKLIN UNIFIED SCHOOL DISTRICT

Item 9.14
CONSENT
August 5, 2015

BOARD AGENDA BRIEFING

SUBJECT: Approve Change Order No. 1 to J.B. Bostick for Additional Striping at Whitney High School

DEPARTMENT: Office of the Senior Director, Facilities, Maintenance & Operations

Background:

The Board of Trustees approved the award of bid for asphalt crack sealing, seal coating and striping at Whitney High School at the July 16, 2015 Board meeting. The site has requested customized striping on the hard courts to better facilitate their needs.

Status:

Staff has requested revised pricing for the added striping which has resulted in the need to increase the bid amount \$58,173.00 by \$1,612.00 to cover this increased work.

Presenter:

Sue Wesselius, Senior Director, Facilities, Maintenance & Operations

Financial Impact:

Current year: \$1,612.00 (Fund 14 – Deferred Maintenance)
Future years: N/A
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:

Recommendation:

Staff recommends approval of Change Order No. 1 in the amount of \$1,612.00 with J.B. Bostick to cover additional striping on the hard courts at Whitney High School.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Change Order No. 1 to Portable Facilities Leasing for the Required Sprinkler System in the New Relocatable being added at Sunset Ranch Elementary

DEPARTMENT: Office of the Senior Director, Facilities, Maintenance & Operations

Background:

At the May 20, 2015 Board meeting, the Board of Trustees approved the purchase and installation of a new relocatable classroom at Sunset Ranch Elementary School to house the larger than normal incoming kindergartners and the increased need for classroom space due to going to a full day kindergarten program.

Status:

DSA and the latest building codes require the building to be sprinklered for fire protection. This increases the cost of the building by \$12,673.00. Change Order No. 1 is presented for approval to cover this added cost.

Presenter:

Sue Wesselius, Senior Director, Facilities, Maintenance & Operations

Financial Impact:

Current year: \$12,673.00 (Fund 49 – Mello Roos)

Future years: N/A

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:

Recommendation:

Staff recommends approval of Change Order No. 1 in the amount of \$12,673.00 with Portable Facilities Leasing to cover the added cost of installing sprinklers in the new classroom added at Sunset Ranch Elementary School.

PORTABLE FACILITIES LEASING

P. O. BOX 1504 (916) 652-9291
 Loomis, CA 95650 (916) 652-9021 FAX

Change Order No. 1

SOLD TO:
 ROCKLIN UNIFIED S.D.
 2615 Sierra Meadows Drive
 Rocklin, Ca 95677

INVOICE NUMBER: 1553
 INVOICE DATE: 7/30/15
 OUR ORDER # 1508
 YOUR ORDER #
 DUE DATE : upon receipt
 serial #
 PFL FILE NO. 4.06

SHIPPED TO:
 Sunset Ranch Elemetnary Schol
 2500 Bridlewood Drive
 Rocklin, cA 95765

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	30 x 32 Used Kindergarden		
	Change order for Sprinklers System		\$12,673.00
			=====
			\$12,673.00
LATE FEES 1.5% OF BALANCE DUE		PAY THIS AMOUNT	\$12,673.00

Questions concerning this invoice?
 Call: (916) 652-9291

Portable Facilities Leasing
 P. O. BOX 1504
 LOOMIS, CA 95650

THANK YOU FOR YOUR BUSINESS!

ROCKLIN UNIFIED SCHOOL DISTRICT

Item 9.16
CONSENT
August 5, 2015

BOARD AGENDA BRIEFING

SUBJECT: Approve Contract with SchoolWorks, Inc.

DEPARTMENT: Office of the Senior Director Facilities, Maintenance & Operations

Background:

Rocklin Unified School District has an annual contract with SchoolWorks, Inc. to provide technical support and data update support for Facilities SchoolWorks 2015-16 software.

Status:

Our contract is renewable annually for maintenance of facilities planning software.

Presenter:

Sue Wesselius, Senior Director, Facilities, Maintenance & Operations

Financial Impact:

Current year: \$10,500.00
Future years: N/A
Funding source: Developer fees

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 2015-16 SchoolWorks, Inc GIS Services & Demographics Annual Services Agreement is attached.

Recommendation:

Staff recommends approval of the contract with SchoolWorks, Inc. for professional services for the school year 2015-16 and authorize the Senior Director to sign on its behalf.

SchoolWorks, Inc.

6815 Fair Oaks Blvd. #3
Carmichael, CA 95608
Ph: (916) 733-0402
www.SchoolWorksGIS.com



GIS & Demographics Annual Services Agreement

October 1, 2015-September 30, 2016

Prepared for: Sue Wesselius, Senior Director of Facilities
Rocklin Unified School District
2615 Sierra Meadows Drive
Rocklin, CA 95677

Prepared by: Brett H Merrick
Vice President

Description

Thank you for the opportunity to present this Professional Services Proposal for a GIS and Demographics Annual Services update. This proposal provides a general overview of our services and a cost summary. We appreciate the opportunity to continue serving the Rocklin Unified School District.

Scope of Work

Update Enrollment Projections 2015/16

The enrollment projections are processed by counting and analyzing the number of students in each attendance boundary by grade level for each of the last four years. A cohort survival method is then used to project the number of students for up to ten years in the future. An adjustment is made for inter and intra district transfer students based on historical data to calculate the projected enrollments for each school. There are also augmentations made to account for the new housing developments within each school boundary and to adjust the projected kindergarten enrollment based on birth statistics. The enrollment projections are presented both by school and for the entire district.

Neighborhood School Attendance Area Analysis

Each school attendance boundary will be input into our GIS system. Students are counted in each of the attendance area boundaries based on their residential address and can be studied to view optimum and balanced utilizations. Attendance pattern maps for each individual boundary will analyze impacts of intra district transfers from within the district boundary, as well as inter district transfers from neighboring school districts.

Housing Development and Yield Rate Study

New housing development can have a significant impact on future facility and demographic planning. A complete analysis of all current and future new housing developments will be researched by working with city, county and other local municipalities. A student yield rate analysis will also be conducted using the most current Census data.

Facility Planning and Utilization

By reviewing current district loading standards and how many available classrooms are situated at each school site, we can determine which schools have room for growth, which schools are overcrowded or which school sites may need to be considered for boundary changes or grade level reconfiguration.

GIS Facility Planning Software Update

GIS is a tool often used by school districts seeking innovative ways to solve their facility planning problems. GIS stores information about the district as a collection of layers that can be linked together by a common locational component such as student address or school of residence. This powerful program provides your district with the ability to visualize, explore, query and analyze large complex data files and uncover past and future trends that give us an insight on the direction your district may take in the future.

Proposed Cost & Terms

SchoolWorks, Inc. will contract to perform the tasks enumerated below for the prices indicated. Rocklin Unified School District is authorized to enter into this agreement by Government Code 53060.

SERVICES

Geocode 2015/16 Enrollment	
Analyze Student Demographics	
Update Enrollment Projections	
Facility Utilization Analysis	
New Housing Impacts and Yield Rate Study	
Present Final Demographic Study	
Update SchoolWorks GIS Facility Planning Software	
One (1) Board Presentation (Demographic Study)	
Unlimited Telephone technical Support	
School Locator Maintenance	
COST	\$10,500.00

If SchoolWorks presence is requested at additional school board meetings or other committee meetings beyond the scope of work, the district will be billed at \$140 per hour, plus travel time and expenses.

Payment Schedule

The Annual Services may be billed in one or two payments. If one payment is selected, it will be billed upon completion and delivery of the Demographic Study. If two payments are selected, they will be billed in November 2015 and May 2016. Please select your billing preference below:

One Payment

Two Payments

The amount of each billing is due within thirty days of the date of the invoice. A late fee of five percent (5%) of the invoice amount will be charged if the amount due is not paid within sixty days of the date of the invoice.

Rocklin Unified School District

SchoolWorks, Inc.

Signature



Signature

Name

Ken Reynolds

Name

Title

President - SchoolWorks, Inc.

Title

Date

July 22, 2015

Date

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approval of Resolution 15-16-05 – A Resolution Approving Listed Teachers to Teach Specified Courses Outside Their Credential Authorizations in Departmentalized Setting per Ed. Code Sections 44258.3, 44263, and 44256(b).

DEPARTMENT: Office of the Assistant Superintendent – Human Resources

Background:

The governing board of a school district may authorize the holder of a teaching credential to serve by resolution of the governing board and with the consent of the teacher in a departmentalized class if specific requirements of the appropriate Education Code Section have been met. The teachers listed on the attached chart are all teaching courses outside the authorizations on their credentials and all teachers listed currently hold valid teaching credentials in other subject areas.

Status:

Staff is presenting for approval Resolution 15-16-05 – Approving teachers listed in the attached resolution to teach outside their credential authorizations in a departmentalized setting.

Presenter:

Colleen Slattery, Assistant Superintendent of Human Resources

Financial Impact:

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

Materials/Films:

None

Other People Who Might Present:

None

Allotment of Time:

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

Packet Information:

Resolution 15-16-05

Recommendation:

Staff recommends approval of Resolution 15-16-05 – A Resolution Approving Listed Teachers to Teach Specified Courses Outside Their Credential Authorizations in a Departmentalized Setting per Ed. Code Sections 44258.3, 44263, and 44256(b).

**RESOLUTION 15-16-05
BEFORE THE BOARD OF TRUSTEES OF THE
ROCKLIN UNIFIED SCHOOL DISTRICT**

**In the Matter of: A RESOLUTION APPROVING THE
ASSIGNMENT OF LISTED TEACHERS TO TEACH
SPECIFIED COURSES OUTSIDE THEIR
CREDENTIAL AUTHORIZATIONS PER EDUCATION
CODE SECTIONS 44258.3, 44263, and 44256(b)**

The following RESOLUTION was duly adopted by the Board of Trustees of the Rocklin Unified School District at a meeting held on the 5th day of August 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

WHEREAS, all teachers must possess a valid California credential authorizing service in assigned area;

WHEREAS, California Education Code Sections 44258.3, 44263, and 44256(b) allow the holder of a valid teaching credential to teach in another subject area provided he/she consents to such assignment, the teacher has met the requirement for the specific Education Code Section, and the assignment is approved by the Board of Trustees;

WHEREAS, upon approval of this Resolution, the District and the listed employees will have met all requirements; and

NOW, THEREFORE, BE IT RESOLVED, that the ROCKLIN UNIFIED SCHOOL DISTRICT, at a meeting held on August 5, 2015, hereby approves the assignment of listed teachers to teach specified courses outside their credential authorizations per Education Code Sections 44258.3, 44263, and 44256(b) for the 2015-16 school year.

Education Code Section 44258.3

Allows the holder of a teaching credential to teach departmentalized classes, irrespective of the designations on their teaching credentials, as long as the teacher's competence is verified.

The following teachers have met this requirement:

<u>Teacher</u>	<u>Current Credential</u>	<u>Course Being Taught</u>	<u>School</u>
Cynthia Brown	Multiple Subject	VAPA	Sierra/Sunset Ranch
Benjamin Barnholdt	Single Subject: English	Broadcasting	Whitney High
Colleen Crowe	Single Subject: Government	Economics	Rocklin High
Joanne Evers	Single Subject: Art; Multiple Subject	VAPA	Twin Oaks/Ruhkala/SR
Linda Donohue	Multiple Subject	VAPA	Parker Whitney/ Cobblestone
Susan Federico	Multiple Subject w/SA Art	VAPA	Rock Creek/SR
Darren Fix	Single Subject: Life Science	Physical Science	Spring View MS
Andrea Grizey	Multiple Subject w/SA Art, English, Math, Science	VAPA	Ruhkala/Valley View
Jennifer Henry	Single Subject: Health	Driver's Education	Whitney High
Bret Hunter	Single Subject: PE	Driver's Education	Whitney High
Kelly King	Multiple Subject w/SA Music	VAPA	Breen/Sunset Ranch
Larry Labrot	Multiple Subject	Photography	Rocklin High
Tiffany McCabe	Single Subject: Art; Intro English	VAPA	Rocklin Elementary
Sarah Nichols	Single Subject: English	Communications Technology	Whitney High
Melanie Patterson	Single Subject: Health	Driver's Education	Whitney High
Karen Rader	Multiple Subject w/SA Drama	VAPA	Antelope Creek/ Rock Creek
Eric Sturgeon	Single Subject: PE, Psychology	Health, Driver's Education	Rocklin High
Amy Tackett	Single Subject: Art	Communications Technology	Rocklin High
Michael Wagner	Single Subject: Health	Driver's Education	Rocklin High
Jennifer Yadon	Single Subject: Health Science	Driver's Education	Whitney High
Kathy Zungri	Single Subject: Life Science	History	Spring View MS

Education Code 44256(b)

Allows the holder of a multiple subject credential to teach any subject in departmentalized classes below grade 9 if the teacher has completed twelve semester units, or six upper division or graduate semester units of course work at an accredited institution, in the subject to be taught.

The following teachers have met this requirement:

<u>Teacher</u>	<u>Credential Held</u>	<u>Subject Taught</u>	<u>School</u>
Lyndsey Kacalek	Multiple Subject w/SA Health Science	Health	Rocklin High
Patricia Onorato	Multiple Subject w/SA English	History	Spring View

Education Code 44263

Allows the holder of a teaching credential to serve in a departmentalized class if the teacher has completed eighteen semester units of course work, or nine semester units of upper division or graduate course work, in the subject to be taught.

The following teachers have met this requirement:

<u>Teacher</u>	<u>Credential Held</u>	<u>Subject Taught</u>	<u>School</u>
Julie Asaro	Multiple Subject: w/SMA Introductory English, English Composition	Theater	Whitney High
Brent Carlson	Single Subject: Foreign Language (Spanish)	French	Rocklin High

*At-Risk Students include English Learners, identified Title I students, and other students needing academic support.

ROCKLIN UNIFIED SCHOOL DISTRICT
BOARD AGENDA BRIEFING

SUBJECT: Approve Student Placement Agreement with California State University, Chico
DEPARTMENT: Office of the Assistant Superintendent, Human Resources

Background:

The District enters into MOUs/agreements with colleges and universities to provide internship opportunities for students enrolled in their teaching programs. Students partner with mentor supervisors to gain real-world experience with classroom instruction, observation, and curriculum planning.

Status:

The agreement between California State University, Chico and the District is specifically designed to provide internship opportunities for California State University, Chico students. The term of this agreement is August 5, 2015 and shall remain in effect until terminated.

Presenter:

Colleen Slattery, Assistant Superintendent, Human Resources

Financial Impact:

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

Materials/Films:

None

Other People Who Might Present:

None

Allotment of Time:

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

Packet Information:

Student Placement Agreement with California State University, Chico and Certificate of Liability Insurance.

Recommendation:

Staff recommends approval of the Student Placement Agreement with California State University, Chico.

Student Placement Agreement

This agreement ("Agreement") is between the Trustees of the California State University on behalf of California State University, Chico ("University") and **ROCKLIN UNIFIED SCHOOL DISTRICT** ("Organization"). In consideration of the mutual promises set forth below, the University and Organization ("Parties") agree as follows:

I. Organization's Responsibilities

- A. Identify the student's supervisor. The supervisor agrees to meet with the student regularly to facilitate the student's learning experience, provide support, review progress on assigned tasks, verify service hours and give feedback.
- B. Provide an orientation that includes a site tour; an introduction to staff; a description of the characteristics of and risks associated with the Organization's operations, services and/or clients; a discussion concerning safety policies and emergency procedures; patient confidentiality and HIPAA privacy and security (if applicable); and information detailing where students check in and how they log their time.
- C. Provide student with a written description of the student's tasks and responsibilities.
- D. Provide appropriate training, equipment, materials and work area for students prior to students performing assigned tasks or working with the Organization's clients.
- E. Inform student of the need for a background check, fingerprinting and/or a tuberculosis test (if applicable); obtain the student's fingerprints, background check and/or tuberculosis test (if applicable); and maintain the confidentiality of any results as required by federal and state law.
- F. Evaluate the student if requested by the University and contact the University if the student fails to perform assigned tasks or engages in misconduct.
- G. Notify the University as soon as is reasonably possible of any injury or illness to a student participating in a learning activity at the Organization.

II. University's Responsibilities

- A. The University will advise the student(s) of their responsibility to:
 1. Participate in all training required by the Organization.
 2. Exhibit professional, ethical and appropriate behavior when at the Organization.
 3. Complete all assigned tasks and responsibilities in a timely and efficient manner.
 4. Abide by the Organization's rules and standards of conduct.
 5. Maintain the confidentiality of the Organization's proprietary information, records and information concerning its clients.
- B. Create a Learning Plan guiding faculty, student and site supervisor expectations of activities, performance of duties including hours of work required, evaluation of the student and expected learning outcomes.
- C. The University will advise student that neither the University nor the Organization assumes any financial responsibility in the event he/she is injured or becomes ill as a result of his/her participation in a learning activity at the Organization.
- D. Provide the student with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate. This insurance only applies if both parties have signed this Agreement.

III. General Provisions

- A. This Agreement will become effective as of the date last written below and continue for a period of 5 years unless terminated by either party after giving the other party 30 days written notice of the intent to terminate. If the Organization terminates this Agreement, it will permit any student working at the Organization at the time of termination to complete his/her work. At the 5-year termination date, the agreement can be renewed once it has been reviewed, updated as applicable and executed by the appropriate parties.
- B. The Organization and the University agree to indemnify, defend and hold harmless each other from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligence or willful misconduct of

their respective officers, employees, agents or volunteers in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.

- C. Each party agrees to maintain general liability coverage of at least \$1,000,000 per occurrence, \$2,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII. The Organization becomes an additional insured to the University student general and professional liability insurance (SAFECLIP/SPLIP) policies upon full execution of this Agreement.
- D. The Organization and the University will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.
- E. The Organization may dismiss a student if the student violates its standards, mission or goals. The Organization will document its rationale for terminating a student and provide the University with a copy of the rationale upon request.
- F. Students participating in a learning activity at the Organization are not officers, employees, agents or volunteers of the University. Students participating in a learning activity at the Organization are not officers, employees, agents or volunteers of the Organization, unless they are paid by the Organization in which case the Student(s) become employees of the Organization.
- G. Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by the University.
- H. This Agreement may not be altered unless both parties agree in writing. The parties agree to follow all applicable federal, state and local laws and regulations, including but not limited to laws prohibiting discrimination and harassment.
- I. Any notices required by this Agreement will be deemed to have been duly given if communicated to the following individuals:

UNIVERSITY:

Name: Sara Rumiano
Title: Director, Procurement &
Contract Services
Address: 400 West First St.
City, State, Zip: Chico, CA 95929-0244
Telephone Number: (530) 898-5134
E-mail Address: srumiano@csuchico.edu

ORGANIZATION:

Name: Roger Stock
Title: Superintendent
Address: 2615 Sierra Meadows Drive
City, State, Zip: Rocklin, CA 95677
Telephone Number: (916) 624-2428
E-mail Address:

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date last written below.

CALIFORNIA STATE UNIVERSITY,

ROCKLIN UNIFIED SCHOOL DISTRICT,

By: _____ Date: _____
Sara Rumiano
Director, Procurement & Contract Services

By: _____ Date: _____
Authorized Signature

Printed Name & Title

ROCKLIN UNIFIED SCHOOL DISTRICT
BOARD AGENDA BRIEFING

SUBJECT: Approve Affiliation Agreement with University of Oregon
DEPARTMENT: Office of the Assistant Superintendent, Human Resources

Background:

The District enters into MOUs/agreements with colleges and universities to provide internship opportunities for students enrolled in their teaching programs. Students partner with mentor supervisors to gain real-world experience with classroom instruction, observation, and curriculum planning.

Status:

The agreement between University of Oregon and the District is specifically designed to provide internship opportunities for University of Oregon students. The term of this agreement is August 5, 2015 and shall remain in effect no longer than the 2017-2018 school year.

Presenter:

Colleen Slattery, Assistant Superintendent, Human Resources

Financial Impact:

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

Materials/Films:

None

Other People Who Might Present:

None

Allotment of Time:

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

Packet Information:

Affiliation Agreement with University of Oregon and Certificate of Liability Insurance.

Recommendation:

Staff recommends approval of the Affiliation Agreement with University of Oregon.

AFFILIATION AGREEMENT
Supervised Practicum and Field Experience
PCS# 226000-3336

This agreement ("Agreement") is entered into by and between Rocklin Unified School District ("Clinical Facility") and the University of Oregon on behalf of its College of Education ("University") (each individually a "Party" and collectively the "Parties").

RECITALS

- A. Supervised teaching and field teaching experience is an integral part of the University's College of Education curriculum.
- B. University desires to place students for supervised practicum or field experience (the "Program") at Clinical Facility.
- C. Clinical Facility wishes to cooperate with University in the placement of University students for supervised practicum or field experience in Clinical Facility.

AGREEMENT

In consideration of the above Recitals which are incorporated in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1 Student Participation

University students enrolled in the College of Education, who are recommended by the University, may participate in the Program subject to the terms of this Agreement.

2 Term

This Agreement shall be effective upon the date of last signature, below, and continue for a period of one year. The Agreement will automatically renew on an annual basis, unless terminated by either Party as provided in this Agreement. In no case will this agreement survive past the 2017-2018 academic year.

3 Consideration

There will be no cash payment exchanged between the Parties. University will receive Site assistance and cooperation in the development of the practicum experience phase of its curriculum. Site will receive the benefit and assistance of participating students.

4 Termination

This Agreement may be terminated upon 30 days written notice to the other Party. In the event of such notice, students currently participating in the Program will be allowed to finish the Program.

5 Independent Contractor Status

This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, or joint venture between the University, Clinical Facility, and students.

6 Responsibilities of Parties

Each Party will designate a contact person for the Program. University will designate a Program supervisor. Clinical Facility will designate one or more cooperating professionals. The Parties will have additional responsibilities, as provided below.

6.1 University will:

- 6.1.1 Notify students before they begin the Program that the students participating in the Program are in attendance at Clinical Facility for educational purposes only; and that the students are not employees of Clinical Facility for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, fringe benefits of employment, or workers' compensation insurance.**
- 6.1.2 Establish and maintain ongoing communication with the cooperating professional(s) at Clinical Facility on items pertinent to the Program. Such communication may include a description of the curriculum, relevant course outlines, policies, and major changes to this information.**
- 6.1.3 Maintain all academic records of the participating students.**

6.2 Clinical Facility will:

- 6.2.1 Accept from University a mutually agreed upon number of students for participation in the Program, and permit students and faculty of the University to access appropriate Clinical Facility facilities for the Program to the extent that the presence of students and faculty do not interfere with the regular activities of Clinical Facility.**
- 6.2.2 Provide the physical facilities and access to equipment necessary to conduct the Program.**
- 6.2.3 The Clinical Facility cooperating professional(s) will assist the University in instructing students and assessing their proficiency, including assessing their proficiency as demonstrated by required work samples.**
- 6.2.4 Be responsive to student needs through regular meetings between Clinical Facility's cooperating professional(s) and participating students to provide feedback and answer questions as needed. In addition, the Clinical Facility cooperating professional(s) will meet with participating students and the University supervisor (on an as needed basis, no more than three times per term) to plan and monitor each student's Program and the completion of identified tasks and experiences.**

6.2.5 Have the ability to request that University withdraw from the Program any student which Clinical Facility determines is not performing satisfactorily, or who refuses to follow site procedures, rules and regulations, including inappropriate behavior, dress, or hygiene. Such a request must be in writing and must include a statement of the reason or reasons why Clinical Facility desires to have the student withdrawn. University will consider the request within five (5) days of receipt.

6.2.6 Allow University student observation as follows:

6.2.6.1 Prior to either part-time or full-time field teaching experience, the University may send small groups of students to observe activities within the school(s) of Clinical Facility. As part of degree programs that prepare professionals to work in community agencies, individual students may be given the opportunity to engage in an educational field study experience. The University's students may conduct research projects within the Clinical Facility when activities are consistent with the educational programs of Clinical Facility. These activities will be conducted with the approval and in accordance with the general rules of Clinical Facility and the University. No remuneration will be paid by the University for the privilege of observation, work experience, or research, and no staff rate or other privileges will be earned by Clinical Facility teachers participating in these activities.

7 General Terms

- 7.1 Each Party hereby agrees to obtain and maintain, during the term of this Agreement, general liability, and professional liability coverage for itself, its employees and agents. Each Party hereby agrees to obtain and maintain, during the term of this Agreement, general liability, and medical professional liability coverage for itself, its employees, agents, and students. In particular, the University shall provide such insurance for students participating in the program. Such insurance shall be limited to the course and scope of the program that the University has arranged and approved for each student during the specific dates approved by University. The amount of such insurance shall be at minimum One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate.**
- 7.2 Except as limited and conditioned by the Oregon Tort Claims Act (ORS 30.260 through 30.300), each Party shall be responsible for its tortious acts and those of its officers, agents or employees arising out of, or in any way connected with the acts of each Party under this Agreement.**
- 7.3 The Parties agree that there will be no unlawful discrimination based on race, color, national origin, religion, handicap, age, sexual orientation, or sex, or any other legally protected classification in the performance of this Agreement.**

- 7.4 Clinical Facility agrees to protect the confidentiality of student information and to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA) and its implementing regulations, specifically 20 U.S.C. 1232G, 34 C.F.R. § 99.33, ORS 351.070 and OAR 571-020, with respect to any redisclosure of personally identifiable information from education records obtained from the University.**
- 7.5 This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to conflicts of laws, with any litigation to be filed in Lane County, Oregon.**
- 7.6 All notices, payments, certificates or communications shall be delivered or mailed postage prepaid to the Parties at their respective places of business set forth in Exhibit A, unless otherwise designated in writing.**
- 7.7 Exhibits. All exhibits which are referred to in this Agreement are incorporated in this Agreement.**
- 7.8 No Third Party Beneficiaries: University and Clinical Facility are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.**
- 7.9 While the University may have specific policies procedures and standards set out in other places, including a Handbook distributed to all participants in the program, these policies, procedures and standards are for informational purposes only, and create no obligation for either the Clinical Facility or the University.**
- 7.10 Clinical Facility represents and warrants that (1) Clinical Facility has the power and authority to enter into and perform this Contract; (2) The individual signing for Clinical Facility is authorized to execute this Contract on behalf of Clinical Facility; (3) This Contract, when executed and delivered, will be a valid and binding obligation of Clinical Facility, enforceable in accordance with its terms; (4) Clinical Facility will, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the work; and (6) Clinical Facility is validly existing and in good standing. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.**
- 7.11 Each Party has participated fully in the review and revision of this Contract and neither Party shall be considered the "drafter" for the purposes of any rule of construction that might cause any provision to be construed against the drafter of the Contract.**
- 7.12 This Agreement may be executed in counterparts, and via facsimile or electronically transmitted signature, each of which will be considered an original and all of which together will constitute one and the same agreement. At the request of a Party, the other Party will confirm facsimile or electronically transmitted signature page by delivering an original signature page to the requesting Party.**

7.13 This Agreement constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No amendment, consent, or waiver of terms of this agreement shall bind either Party unless in writing and signed by all Parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given. The Parties, by signature below of their authorized representatives, acknowledge having read and understood the agreement and agree to be bound by its terms and conditions.

University

Clinical Facility

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

Exhibit A

CLINICAL FACILITY SITE: Rocklin Unified School District
2615 Sierra Meadows Drive, Rocklin CA 95677

CONTACT PERSON: Janet McAlexander

PHONE: 916-624-2428

FAX: 916-630-4894

ADDRESS: 2615 Sierra Meadows Drive
Rocklin, CA 95677

UNIVERSITY OF OREGON PROGRAM: College of Education
U OF O CONTACT PERSON: Lindsay Elliott
Practicum & Contracts Coordinator

PHONE: 541-346-0915

FAX: 541-346-6772

ADDRESS: 171 HEDCO Education Bldg.
5207 University of Oregon
Eugene OR 97403-5207

COPY LEGAL NOTICES TO: Contracts Manager
University of Oregon
720 E. 13th Ave., Suite 302
Eugene, OR 97401
Fax: 541-346-2425
contract@uoregon.edu



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 6399 S. Fiddler's Green Cir., Suite 200 Greenwood Village CO 80111-4949	CONTACT NAME: Anita Bruner PHONE (A/C No. Ext.): 303-889-2574 E-MAIL ADDRESS: anita_bruner@ajg.com	FAX (A/C No.): 303-889-2575
	INSURER(S) AFFORDING COVERAGE	
INSURED PUBLUNI-01 University of Oregon 1260 University of Oregon Eugene, OR 97403-1260	INSURER A: United Educators Ins NAIC # 10020	
	INSURER B: American Casualty Company of Readin 20427	
	INSURER C:	
	INSURER D:	
	INSURER E:	


COVERAGES **CERTIFICATE NUMBER: 1315069183** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$1,000,000		GLX201400468800	7/1/2014	7/1/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Medical Professional Liab		127300533	7/1/2014	7/1/2015	Each Claim \$1,000,000 Aggregate \$6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Students, faculty/advisors and the school are covered under these policies. Named insured includes the following institutions: Eastern Oregon University, Oregon Institute of Technology, Oregon State University, Portland State University, Southern Oregon University, University of Oregon, and Western Oregon University. Excess Liability includes General Liability, Liquor Liability and Auto Liability. RE: Affiliation agreement between Rocklin Unified School District and University of Oregon, College of Education. PCS #226000-3336

CERTIFICATE HOLDER Rocklin Unified School District 5301 Victory Lane Rocklin CA 95765	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

EVIDENCE OF SELF-INSURANCE

ISSUED BY: Public Universities Risk Management and Insurance Trust P.O. Box 751, PURMT Portland, OR 97207	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY PUBLIC UNIVERSITIES RISK MANAGEMENT AND INSURANCE TRUST SELF-INSURANCE LIABILITY PROGRAM.
COVERAGE AFFORDED BY PUBLIC UNIVERSITIES RISK MANAGEMENT AND INSURANCE TRUST	
INSURED: <ul style="list-style-type: none"> • Public Universities Risk Management and Insurance Trust • Oregon University System • Eastern Oregon University • Oregon Institute of Technology • Oregon State University • Oregon University System Chancellor's Office • University Shared Services Enterprise • Portland State University • Southern Oregon University • University of Oregon • Western Oregon University 	PUBLIC UNIVERSITIES RISK MANAGEMENT AND INSURANCE TRUST IS SELF-INSURED FOR TORT LIABILITY UNDER ORS 351.096 AND ORS 352.107. ALL CLAIMS MUST BE FILED WITH PUBLIC UNIVERSITIES RISK MANAGEMENT AND INSURANCE TRUST FOR PROCESSING IN ACCORD WITH STATUTORY REQUIREMENTS.

COVERAGE

THIS IS TO CERTIFY THAT PUBLIC UNIVERSITIES RISK MANAGEMENT AND INSURANCE TRUST IS SELF-INSURED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE SELF-INSURANCE LIABILITY PROGRAM IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF THE PROGRAM AND OREGON LAW.

	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> General Liability <input checked="" type="checkbox"/> Occurrence	Self-Insured	7/1/2014	7/1/2015	\$1,000,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-owned Autos	Self-Insured	7/1/2014	7/1/2015	\$1,000,000
OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLE/SPECIAL ITEMS:
 Please refer to attached certificate.

EVIDENCE HOLDER:	AUTHORIZED REPRESENTATIVE
Please refer to attached certificate. Public Universities Risk Management and Insurance Trust	<div style="text-align: center;"> _____ Ashley Grealish PURMIT Risk Analyst </div> <div style="text-align: center; margin-top: 20px;"> Refer to attached certificate _____ Date Issued </div>

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Special Education Community Advisory Committee (CAC) Parent Representatives

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

The Special Education Community Advisory Committee (CAC) to the Placer County Special Education Local Plan Area (SELPA) is a committee comprised of parents of special education students. The goal of the committee is to support other parents who are new to the special education system or who require assistance to participate fully as a member of the school team.

Status:

Members of the CAC are appointed by the Board of Trustees and serve a two-year term. The terms of the current representatives have expired. Jennifer Miller and Heidi Dailey, Rocklin Unified School District parents, have agreed to represent the District for a two-year term (2015-16 through 2016-17).

Presenter(s):

Tammy Forrest, Director of Special Education/Support Services

Financial Impact: N/A

Current year:

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:

None

Recommendation:

Staff recommends approval of the appointment of Jennifer Miller and Heidi Dailey as the SELPA CAC Parent Representatives

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Appoint Director, Personnel Services
DEPARTMENT: Office of the Assistant Superintendent, Human Resources

Background:

The new position of Director, Personnel Services was approved at the June 10, 2015 Board meeting. A thorough search has been completed to fill this position. Twenty (20) candidates applied for the position and seven (7) candidates were interviewed by a panel of eight (8) on Thursday, July 30, 2015. Final candidates were interviewed by Cabinet on Tuesday, August 4, 2015.

Status:

Staff recommends appointment of the selected candidate for the Director, Personnel Services.

Presenter:

Colleen Slattery, Assistant Superintendent, Human Resources

Financial Impact:

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

Materials/Films:

None

Other People Who Might Present:

None

Allotment of Time:

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

Packet Information:

None

Recommendation:

Approve appointment of Director, Personnel Services effective as soon as possible.

ROCKLIN UNIFIED SCHOOL DISTRICT

Item 10.2
ACTION
August 5, 2015

BOARD AGENDA BRIEFING

SUBJECT: Appoint Assistant Principal, Rocklin Independent Charter Academy (RICA)

DEPARTMENT: Office of the Assistant Superintendent, Human Resources

Background:

The Board approved the position of Assistant Principal, Rocklin Independent Charter Academy, at the June 24, 2015 board meeting.

Status:

Staff recommends appointment of the Assistant Principal, Rocklin Independent Charter Academy (RICA).

Presenter:

Colleen Slattery, Assistant Superintendent, Human Resources

Financial Impact:

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

Materials/Films:

None

Other People Who Might Present:

None

Allotment of Time:

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

Packet Information:

None

Recommendation:

Approve appointment of Assistant Principal, Rocklin Independent Charter Academy (RICA) effective as soon as possible.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Administrative Regulation 5111.12 Residency Based on Parent/Guardian Employment

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

A new Administrative Regulation (AR 5111.12) Residency Based on Parent/Guardian Employment is being added in accordance with California School Boards Association (CSBA) and California *Education Code*.

Status:

AR 5111.12 has been created to reflect current legislation governing admission into district schools based on the location of parent/guardian employment.

Presenter(s):

Karen Huffines, Director, Elementary Programs and School Leadership

Financial Impact:

Current year: N/A

Future Year: N/A

Funding Source: N/A

Material/Films:

None

Other People Who Might Present:

Martin B. Flowers, Director, Secondary Programs and School Leadership

Allotment of Time: Consent Calendar Action Item Information Item

Packet Information Item:

AR 5111.12 Residency Based on Parent/Guardian Employment

Recommendation:

Staff recommends approval of AR 5111.12 Residency Based on Parent/Guardian Employment

Rocklin USD

Administrative Regulation

Residency Based on Parent/Guardian Employment

AR 5111.12
Students

Applications for Admission into District Schools

For purposes of determining eligibility for enrollment in a district school, district residency status may be granted to a student if at least one of his/her parents/guardians is physically employed within district boundaries for a minimum of 10 hours during the school week. (Education Code 48204)

(cf. 5111 - Admission)

(cf. 5111.1 - District Residency)

When applying for admission, the parent/guardian shall submit proof of the employment to the Superintendent or designee. This evidence may include, but not be limited to, a paycheck stub or letter from his/her employer listing an actual address within district boundaries. Documentation listing only a post office box as an address shall not be accepted.

Such evidence shall also indicate the number of hours per school week that the parent/guardian is employed at that location.

The Superintendent or designee may deny enrollment based on parent/guardian employment if any of the following circumstances exists:

1. The additional cost of educating the student would exceed the amount of additional state aid received as a result of the transfer. (Education Code 48204)
2. Enrollment of the student would adversely affect the district's court-ordered or voluntary desegregation plan. (Education Code 48204)
3. The school facilities are overcrowded at the relevant grade level.
4. Other circumstances exist that are not arbitrary. (Education Code 48204)

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

Students enrolled in the district on the basis of parent/guardian employment shall not be required to reapply for enrollment in subsequent school years. Such students may continue to attend school in the district through the highest grade offered by the district, if the parent/guardian so

chooses and if at least one of the student's parents/guardians continues to be physically employed within district boundaries, subject to the restrictions specified in items #1-4 above.

The Superintendent or designee shall annually request the student's parent/guardian to provide evidence of the employment in order to determine the student's continuing eligibility for enrollment.

Request for Transfers out of District Schools

When a student requests a transfer out of the district on the grounds that his/her parent/guardian is employed within the boundaries of another district, the Superintendent or designee may disallow the transfer for the following reason: (Education Code 48204)

1. The difference between the number of students entering and exiting the district on the basis of parent/guardian employment

Whenever a student's application for a transfer into or out of the district is denied, the Superintendent or designee shall notify the parent/guardian in writing, including specific reasons for the denial.

(cf. 9324 – Minutes and Recordings)

Legal Reference:

EDUCATION CODE

46601 Failure to approve interdistrict attendance

46607 ADA calculation for residency based on parent employment

48200-48284 Compulsory education law, especially:

48204 Residency based on parent/guardian employment

ATTORNEY GENERAL OPINIONS

84 Ops.Cal.Atty.Gen 198 (2001)

Management Resources:

WEB SITES

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

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

Regulation **ROCKLIN UNIFIED SCHOOL DISTRICT**
Adopted: **August 5, 2015** **Rocklin, California**

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Revised Board Policy 6163.4 and Administrative Regulation 6163.4
Regarding Student Use of Technology

DEPARTMENT: Office of the Chief Technology Officer, Technology Services

Background:

Several changes in the use of technology by students for learning have taken place since the last adopted board policy and administrative regulations in 2009.

Status:

Rocklin USD Board Policy and Administrative Regulations for Student Use of Technology have been updated to address the latest CSBA's recommendations, current use, best practices from various school districts across the state and nation, changes in technologies, terminology, and address use of Bring Your Own Device (BYOD) as a result of the Board approved wireless network plan and technology enhancements supporting the California Common Core State Standards implementation. Computer Lab Technicians, school administrators, Rocklin Educational Technology Team (RETT), legal counsel, and student review and comments were gathered. The Student Network Access/Online Acceptable Use Agreement is reviewed every year and revised accordingly.

Presenters:

Mike Fury, Chief Technology Officer

Financial Impact:

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

BP/AR 6163.4 Student Use of Technology,
E 6163.4 Student Network Access/Online Acceptable Use Agreement 2015-16

Recommendation:

Staff recommends approval of the Rocklin USD Board Policy and Administrative Regulation revisions.

Rocklin USD

Board Policy

Student Use Of Technology

BP 6163.4 Instruction

The Board of Trustees intends that technological resources provided by the district be used in a safe, responsible, and proper manner in support of the instructional program and for the advancement of student learning. All students using these resources shall receive instruction in their proper and appropriate use.

(cf. 0440 - District Technology Plan)
(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 4040 - Employee Use of Technology)
(cf. 5131 - Conduct)
(cf. 6163.1 - Library Media Centers)

Teachers, administrators, and/or library media specialists are expected to review the technological resources and online sites that will be used for assignments or prepared for instruction in the classroom in order to ensure that they are appropriate for the intended purpose and the age of the students.

The Superintendent or designee shall notify students and parents/guardians about authorized uses of district ~~computer~~technology, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities in accordance with district regulations and the district's Acceptable Use Agreement.

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 5145.12 - Search and Seizure)

~~The Superintendent or designee shall provide age appropriate instruction regarding the district's acceptable use agreement, including instruction on the safe use of social networking sites and other Internet services including, but not limited to, the dangers of posting personal information online, misrepresentation by online predators, and how to report inappropriate or offensive content or threats.~~

~~(cf. 6143 - Courses of Study)~~

District technology includes, but is not limited to, computers, the district's computer network

including servers and wireless computer networking technology (wi-fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices.

Before a student is authorized to use the district's technological resources, the student and his/her parent/guardian shall sign and return the Acceptable Use Agreement specifying user obligations and responsibilities. In that agreement, the student and his/her parent/guardian shall agree not to hold the district or any district staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence. They shall also agree to indemnify and hold harmless the district and district personnel for any damages or costs incurred.

(cf. 6162.6 - Use of Copyrighted Materials)

The district reserves the right to monitor student use of technology within the jurisdiction of the district without advance notice or consent. Students shall be informed that their use of district technology, including, but not limited to, computer files, email, text messages, instant messaging, and other electronic communications, is not private and may be accessed by the district for the purpose of ensuring proper use. Students have no reasonable expectation of privacy in use of the district technology. Students' personally owned devices shall not be searched except in cases where there is a reasonable suspicion, based on specific and objective facts, that the search will uncover evidence of a violation of law, district policy, or school rules.

(cf. 5145.12 - Search and Seizure)

Whenever a student is found to have violated Board policy or the district's Acceptable Use Agreement, the principal or designee may cancel or limit a student's user privileges or increase supervision of the student's use of the district's equipment and other technological resources, as appropriate. Inappropriate use also may result in disciplinary action and/or legal action in accordance with law and Board policy.

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

The Superintendent or designee, with input from students and appropriate staff, shall regularly review this policy, the accompanying administrative regulation, and other relevant procedures to enhance the safety and security of students using the district's technological resources and to help ensure that the district adapts to changing technologies and circumstances.

Internet Safety Use of District Computers for Online Services/Internet Access

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that ~~blocks or filters Internet~~ protects against access to visual depictions that are obscene, child pornography, or harmful to minors and that the operation of such measures is enforced. (20 USC 6777, 47 USC 254; 47 CFR 54.520)

To reinforce these measures, the Superintendent or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities. ~~Staff shall supervise students while they are using online services and may have teacher aides, student aides, and volunteers assist in this supervision.~~

The Superintendent or designee also shall establish regulations to address the safety and security of students and student information when using email, chat rooms, and other forms of direct electronic communication.

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)

The district's Acceptable Use Agreement shall establish expectations for appropriate student conduct when using the Internet or other forms of electronic communication, including, but not limited to, prohibitions against:

1. Accessing, posting, submitting, publishing, or displaying harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political beliefs

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

2. Intentionally uploading, downloading, or creating computer viruses and/or maliciously attempting to harm or destroy district equipment or materials or manipulate the data of any other user, including so-called "hacking"

3. Distributing personal identification information, including the name, address, telephone number, Social Security number, or other personally identifiable information, of another student, staff member, or other person with the intent to threaten, intimidate, harass, or ridicule that person.

The Superintendent or designee shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, the dangers of posting one's own personal

identification information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.

~~Authorized~~ Student use of district ~~computer~~ technology to access social media/networking sites ~~is prohibited~~ shall be in support of student learning. ~~To the extent possible, the Superintendent or designee shall block access to such sites on district computers with Internet access.~~

Staff shall make reasonable efforts to supervise students while they are using online services and may ask teacher aides, student aides, and volunteers to assist in this supervision.

Legal Reference:

EDUCATION CODE

49073.6 Student records; social media

51006 Computer education and resources

51007 Programs to strengthen technological skills

~~51870-51874 Education technology~~

60044 Prohibited instructional materials

PENAL CODE

313 Harmful matter

502 Computer crimes, remedies

632 Eavesdropping on or recording confidential communications

653.2 Electronic communication devices, threats to safety

UNITED STATES CODE, TITLE 15

6501-6506 Children's Online Privacy Protection Act

UNITED STATES CODE, TITLE 20

6751-6777 Enhancing Education Through Technology Act, Title II, Part D, especially:

6777 Internet safety

UNITED STATES CODE, TITLE 47

254 Universal service discounts (E-rate)

CODE OF FEDERAL REGULATIONS, TITLE 16

312.1-312.12 Children's Online Privacy Protection Act

CODE OF FEDERAL REGULATIONS, TITLE 47

54.520 Internet safety policy and technology protection measures, E-rate discounts

COURT DECISIONS

New Jersey v. T.L.O., (1985) 469 U.S. 325

Management Resources:

CSBA PUBLICATIONS

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

FEDERAL TRADE COMMISSION PUBLICATIONS

How to Protect Kids' Privacy Online: A Guide for Teachers, December 2000

~~MY SPACE.COM PUBLICATIONS~~

~~The Official School Administrator's Guide to Understanding MySpace and Resolving Social Networking Issues~~

WEB SITES

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

American Library Association: <http://www.ala.org>

California Coalition for Children's Internet Safety: <http://www.cybersafety.ca.gov>

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

Center for Safe and Responsible Internet Use: <http://csriu.org>

Federal Communications Commission: <http://www.fcc.gov>

Federal Trade Commission, Children's Online Privacy Protection:

<http://www.ftc.gov/privacy/privacyinitiatives/childrens.html>

U.S. Department of Education: <http://www.ed.gov>

Web Wise Kids: <http://www.webwisekids.org>

K-12 Blueprint: <http://www.k12blueprint.com>

TeachThought: <http://www.teachthought.com>

Policy ROCKLIN UNIFIED SCHOOL DISTRICT

adopted: May 20, 2009 Rocklin, California

revised: August 5, 2015 Rocklin, California

Rocklin USD

Administrative Regulation

Student Use Of Technology

AR 6163.4 Instruction

The principal or designee shall oversee the maintenance of each school's technological resources and may establish guidelines and limits on their use. All instructional staff shall receive a copy of this administrative regulation, the accompanying Board policy, and the district's Acceptable Use Agreement describing expectations for appropriate use of the system and shall also be provided with information about the role of staff in supervising student use of technological resources. All students using these resources shall receive instruction in their proper and appropriate use.

(cf. 0440 - District Technology Plan)
(cf. 4040 - Employee Use of Technology)
(cf. 4131- Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

Teachers, administrators, and/or library media specialists shall prescreen technological resources and online sites that will be used for directed instructional purposes to ensure that they are appropriate for the intended purpose and the age of the students.

(cf. 6163.1 - Library Media Centers)

The district may offer students access to online suites of applications known as “cloud computing” or Software as a Service (SaaS) to enhance the educational program. Examples of such tools may include, but are not limited to email, word processing, presentation software, literacy development, learning or course management systems, assessment, etc. and will be used for educational purposes only in accordance with the Acceptable Use Policy. The district will make every reasonable effort to protect confidential and sensitive student data in accordance with applicable laws. Individual vendor use agreements and privacy policies will be posted on the district’s website for public review.

(cf. 5125 – Student Records)

Students may be given the opportunity to use their personal devices/technology for learning (Bring Your Own Device, BYOD / Bring Your own Technology). A student will be directed by staff when it is appropriate to use his or her device, cell phone or other electronic device during instruction. All students will have equal access to the curriculum and receive an appropriate grade/credit on assignments whether completed electronically on personal devices or with district resources.

On-Line/Internet Services: User Obligations and Responsibilities

Students are authorized to use district ~~equipment~~ technology resources to access the Internet or other online services in accordance with Board policy, the user obligations and responsibilities specified below, and the district's Acceptable Use Agreement.

1. The student in whose name an on-line services or network access account is issued is responsible for its proper use at all times. Students shall keep personal account numbers, home addresses, and all telephone numbers private. They shall only use the account to which they have been assigned.

2. Students shall use the district's ~~system~~ technology resources safely, responsibly, and primarily for educational purposes.

3. Students shall not access, post, submit, publish, or display harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political beliefs (cyberbullying).

(cf. 5131 - Conduct)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)

4. Unless otherwise instructed by school personnel, students shall not disclose, use, or disseminate personal identification information about themselves or others when using email, chat rooms, or other forms of direct electronic communication. Students also shall be cautioned not to disclose such information by other means to individuals contacted through the Internet without the permission of their parents/guardians.

Personal information includes the student's name, address, telephone number, Social Security number, or other individually identifiable information.

5. Students shall not use ~~the system~~ technology resources to encourage the use of drugs, alcohol, or tobacco, nor shall they promote unethical practices or any activity prohibited by law, Board policy, or administrative regulations.

(cf. 3513.3 - Tobacco-Free Schools)

(cf. 5131.6 - Alcohol and Other Drugs)

6. Students shall not use ~~the system~~ technology resources to engage in commercial or other

for-profit activities.

7. Students shall not use the system to threaten, intimidate, harass, or ridicule other students or staff.

8. Copyrighted material shall be posted online only in accordance with applicable copyright laws. Any materials utilized for research projects should be given proper credit as with any other printed source of information.

(cf. 5131.9 - Academic Honesty)

(cf. 6162.6 - Use of Copyrighted Materials)

9. Students shall not intentionally upload, download, or create computer viruses and/or maliciously attempt to harm or destroy district equipment, systems, or materials or manipulate the data of any other user, including so-called "hacking." Students shall not install software or alter device or software configurations on any district owned device or technology resource unless directed and supervised by authorized district Technology Services staff.

(cf. 5131.5 - Vandalism, Theft and Graffiti)

10. Students shall respect others privacy and not attempt to interfere with other users' ability to send or receive email, nor shall they attempt to read, delete, copy, modify, intercept, repost, or use another individual's data, work product, or identity.

11. Students shall report any security problem or misuse of the services to the teacher or principal immediately.

The district reserves the right to monitor use of the district's systems for improper use without advance notice or consent. Students shall be informed that computer files and electronic communications, including email and internet use, are not private and may be accessed by the district for the purpose of ensuring proper use.

(cf. 5145.12 - Search and Seizure)

Whenever a student is found to have violated Board policy, administrative regulation, or the district's Acceptable Use Agreement, the principal or designee may cancel or limit a student's user privileges or increase supervision of the student's use of the district's technological resources, as appropriate. Inappropriate use also may result in disciplinary action and/or legal action in accordance with law and Board policy.

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process: Students with Disabilities)

Regulation ROCKLIN UNIFIED SCHOOL DISTRICT
approved: May 20, 2009 Rocklin, California
revised: August 5, 2015 Rocklin, California

**ROCKLIN UNIFIED SCHOOL DISTRICT
STUDENT NETWORK ACCESS/ONLINE ACCEPTABLE USE AGREEMENT**

Please read this document carefully before signing:

All Rocklin Unified School District students are required to sign the Student Network Access/Online Acceptable Use Agreement prior to accessing technology resources and to abide by the terms and conditions of all applicable Board Policies and corresponding regulations, including but not limited to: 1113, 5131, 6163.4. All Board Policies are available on the District website. A reference for this agreement can be found at: <http://www.rocklinusd.org/aup>.

The Board of Education does not authorize the use of any computer equipment, network services, and online resources that are not conducted strictly in compliance with this policy. **Your signature on this document indicates that you have read the terms and conditions carefully, understand their significance, and agree to act responsibly.**

The Board of Education believes that the use of computing devices in the learning environment, whether district owned or personal (Bring Your Own Device), network services, and access to online content (Internet) offer vast, diverse, and unique resources for students and staff. The District goal in providing these resources is to promote educational excellence in schools by facilitating learning through collaboration, innovation, communication, access to knowledge and information, digital citizenship and responsible use.

Technical limitations: **All network and Internet access at district facilities, regardless if the device is district owned or personal (BYOD), will be content filtered for appropriate educational use.** The District makes careful and reasonable efforts to filter harmful content from students and that technology resources are used primarily for activities that support learning objectives. However, Internet content filtering is not an exact science and parents/guardians are advised that on occasion through intended use, or through deliberate and determined actions, a user may be able to gain access to content and services on the Internet which the District has not authorized, intended for educational purposes, or that may be considered inappropriate, offensive, or controversial. Parents/Guardians are also advised that the District is not able to censor all communications on the Internet, nor control or filter content accessed by personal devices that utilize wireless carrier data networks. Parents/Guardians assume this risk by consenting to allow their students to participate in the use of computing devices and online services for the intended purpose of learning.

Network access and Internet use is a privilege, not a right. Students who violate or disregard the Student Network Access/Online Use Agreement and regulations may have their use privileges suspended or revoked and may be subject to other disciplinary actions. All users granted access to the Rocklin Unified School District data network assume personal responsibility and liability, both civil and criminal, for uses not authorized by this agreement and district policy.

STUDENT NETWORK ACCESS/ONLINE ACCEPTABLE USE AGREEMENT

Pupil Name _____ Grade _____ School _____

As the parent/guardian, I have read and discussed with my student the Student Network Access/Online Acceptable Use Agreement. I understand that network and Internet access is intended for educational purposes. I hereby give permission for my pupil to use the District's network/online resources and certify that the information contained on this form is correct.

Signature of Parent/Guardian _____ Date _____

Signature of Pupil _____ Date _____

PLEASE COMPLETE AND RETURN THIS AGREEMENT TO THE SCHOOL

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Transportation Update
DEPARTMENT: Office of the Deputy Superintendent, Business & Operations

Background:

Departments are requested to give an update to the Board from time to time.

Status:

Staff will be presenting information about the Transportation Department and services it provides.

Presenter:

Matt Sanchez, Director of Transportation

Financial Impact:

Current year: N/A
Future years: N/A
Finding 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:

Power Point Presentation is included in your packet.

Recommendation:

This is for information only.

Rocklin Unified School District
Transportation Department



School Transportation

Presented by Matt Sanchez, Director of Transportation

August 5, 2015

Presentation Over View

2

- Transportation mission and objectives
- Mileage and ridership
- Transportation staffing
- School bus driver training and professional development
- School bus fleet information
- Vehicle and facility inspections
- Safety information

Transportation Mission Statement

3

Dedicated to inspire a safe and caring transportation environment with integrity and competency for the success of our students

Transportation Objectives

4

- Commitment to selflessly provide safe and efficient transportation with customer service
- Commitment to have compassion, fairness, respect, and understanding
- Commitment to communicate, as well as demonstrate positive support for each other
- Commitment to honesty, pride, and cooperation
- Commitment to being proactive and successful in continuous training and education

Mileage and Ridership

5

- 280,597 miles traveled 2014-15
- 1,292 students transported daily
 - 164 students transported per IEP daily
 - 305 students qualified for free or reduced cost busing
 - 41 students for McKinney Vento (Homeless)
- Ridership by School
 - 516 WHS students
 - 317 SVMS students
 - 94 GO students
 - 83 RE students
 - 47 PW students
 - 46 RHS students
 - 41 SE students
 - 33 AC students
 - 28 (18-22 yrs old)
 - 20 PCOE students
 - 18 VV students
 - 14 BR students
 - 12 TO students
 - 8 VHS students
 - 8 CS students
 - 6 RC students
 - 1 SSR student

Transportation Staffing

6

- 17 School Bus Drivers/17 routes
- 3 Utility Bus Drivers
- 2 Mechanics, w/driver certification
- 1 Router, w/driver certification
- 1 Supervisor of Transportation w/driver-instructor certification
- 1 Director of Transportation w/driver-instructor certification
- 1 Transportation Clerk
- 6 bus driver candidates in training

New School Bus Driver Training

7

- CDE State training requirements
 - Classroom training, 20 hours (2-3 classes annually)
 - Behind the wheel training, 20 hours
- CHP third party testing agency
 - California special driving certificate
 - DOJ fingerprint clearance
 - First aid training/certification
- DMV commercial licensing
 - Driver qualifications
 - Drug and alcohol testing requirements
 - Medical requirements
 - Pull notice system

Professional Development of Current Drivers

8

- CDE State training requirements
 - 10 hours in-service annually
 - Proficiency in vehicles used
 - School bus rules and regulations
 - Collision procedures and reviews
 - Defensive driving
 - Student management
 - Loading and unloading procedures
 - Mountain driving
- CHP third party testing agency
 - Written and drive testing
 - First aid training/certification

School Bus Fleet Information

9

- 29 school buses
- 15.6 years: average age of vehicles
- 11 school buses @ 20 years of age
- 5 buses at or above 250,000 miles
- 280,597 total miles driven in 2014-15
- Average cost of a new bus
 - \$130,000 mid sized bus(up to 52 passengers including w/c accessibility)
 - \$160,000 large bus up to 84 passengers

Vehicle and Facility Inspections

10

- RUSD school bus inspections
 - Daily vehicle inspections
 - 13 CCR 1232, regular and systematic vehicle inspection

- CHP motor carrier inspections
 - CCR Title 13 Proficiency
 - Driver training records
 - Drug and alcohol records
 - School bus and facility inspections

Safety Information

11

- CDE transportation safety
 - EC 39831.3 Transportation Safety Plan
 - EC 39831.5 Emergency Evacuation and Passenger Safety

- Rocklin student transportation safety and support
 - Every student identified with a bus pass
 - Bus passes checked every bus ride
 - Student health plans included in driver training
 - Student behavior plans included in driver training
 - Video monitoring system on all bus routes

Continue Our Mission



Dedicated to inspire a safe and caring transportation environment with integrity and competency for the success of our students



ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Review of Special Education Supports and Services Report: Update on Implementation of Recommendations

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

The RUSD contracted with WestEd Center for Prevention and Early Intervention (CPEI) to evaluate current special education instructional practices to determine how the district can enhance its provision of special education instruction. This presentation is the first update from the special education department regarding actions taken in response to the report.

Status:

The Director of Special Education and Support Programs has prepared a presentation which will provide an update of actions to date and future actions in response to the Special Education Supports and Services Report: Update on Response to Findings.

Presenter(s):

Tammy Forrest, Director of Special Education and Support Services

Financial Impact: N/A

Current year:

Future years:

Funding source:

Materials/Films:

None

Other People Who Might Be Present:

Allotment of Time:

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

Packet Information:

Rocklin Unified School District Review of Special Education Supports and Services Report: Update on Response to Findings

Recommendation:

This is an informational item only.

Rocklin Unified School District Review of Special Education Supports and Services Report: Update On Response to Findings

Rocklin Unified School District
Board of Trustees Meeting
August 5, 2015

Presented by Tammy Forrest, Ph.D.
Director Special Education and Support Services



Purpose

To provide information regarding actions taken in response to the findings indicated in the *Rocklin Unified School District Review of Special Education Supports and Services Report*

Actions in response to the special education report are aligned with the parameters set forth through the District Strategic Planning Process....

- We will base decisions on what is best for students.*
- We will not compromise our commitment to excellence in education.*
- We will act with honesty, truth, and integrity.*
- We will treat all people with dignity and respect.*
- We will improve or eliminate ineffective programs or performance.*
- We will not give up on any student.*

Communication

Targeted Finding :

- There is a lack of timely response from the special education district office staff.

Actions to Date :

- A communication protocol and set of expected procedures for use with special education district office staff has been developed.

Future Actions :

- Share communication protocol with schools and parents.
- Use of protocol will be routinely monitored to ensure consistency across staff.

Communication (cont.)

Targeted Finding :

- Lack of two-way communication between district office and parents on current practices.

Actions to Date :

- Parent forums are scheduled for :
 - August 26, 2015
 - November 4, 2015
 - February 24, 2016 and
 - April 6, 2016.
- The interim director of special education participated in Local Control and Accountability Plan (LCAP) planning.

Future Actions :

- Parents and special education staff will be invited to participate in four facilitated parent forums this year.
- Director and program specialists and director to work with the District Leadership Team (DLT) to determine ways to improve two-way communication.

Communication (cont.)

Targeted Findings:

- Communication gaps exist between special education district office staff and principals, psychologists, Speech Language Pathologists (SLPs) and teachers.

Actions to Date:

- Weekly special education district office staff meetings have been initiated to ensure consistent and coordinated efforts regarding communication to sites and parents.

Future Actions:

- Special Education Director will facilitate regular meetings with psychologists, SLPs, teachers and instructional aides.
- The Special Education Director will establish and facilitate special education leadership team.

Professional Development

Targeted Findings:

- Lack of general education training on accommodations/modifications, needs of students with disabilities (including application to CCSS), and site disability awareness.

Actions to Date:

- Resources have been allocated through LCAP to ensure the support of these efforts.
- New 6th grade math curriculum training on accommodations and modifications for aides held May 18, 2015.
- K-6 new math adoption training for general education and special education teachers on August 13 and 14, 2015 to include how to accommodate and modify.

Future Actions:

- By the end of 2015-16 school year, school-wide professional development (PD) regarding social-emotional functioning and sensitivity training will have been presented at targeted sites.
- Training on accommodations and modifications to be included as part of professional development in curriculum and instruction.

Professional Development (cont.)

Targeted Findings :

- Lack of training for special education teachers on Evidence Based Practices (EBP) and co-teaching.

Actions to Date :

- Special education teachers (K-6 RSP/SDC) are scheduled to be co-trained with general education on new math curriculum August 13th and 14th.
- Special education teachers (K-6 SDC) are scheduled be trained in reading intervention (Reading Mastery) on August 12, 2015.

Future Actions :

- Identify additional professional development priorities with special education staff, fall 2015.

Professional Development (cont.)

Targeted Findings :

- Lack of principal and instructional aide training on academic and behavioral interventions, including induction training.

Actions to Date :

- Resources have been allocated through LCAP to ensure the support of these efforts.

Future Actions :

- As part of the Multi-tiered Systems of Support (MTSS) implementation, identify additional professional development priorities, 2015-16.

Policies & Procedures

Targeted Findings :

- There is a lack of district wide and special education policies and procedures, including roles and responsibilities.

Actions to Date :

- Obtained the policies and procedures from Placer County Office of Education, Special Education Local Planning Area, and additional district resources for use in updating the special education manual.

Future Actions :

- Update the special education procedural manual.
- Update, as necessary, Board policies and Administrative Regulations.

Policies & Procedures (cont.)

Targeted Findings :

- Inconsistencies across school sites in programs and staffing.

Actions to Date :

- A systematic staffing matrix by school site and caseload that is program based has been developed.
- Classroom aide assignments have been made based on program need.
- Assigned additional 1:1 aide support based on Individualized Education Program (IEP) team recommendations.
- Reduced windshield time of itinerant staff.

Future Actions :

- As part of developing MTSS, barriers impacting teaching and learning will be identified.

Policies & Procedures (cont.)

Targeted Findings :

- Concerns were raised regarding the process for determining services on IEPs.

Actions to Date :

- The district interim director has attended IEP meetings and facilitated and modeled a collaborative approach to determining a Free Appropriate Public Education (FAPE).

Future Actions:

- The district director will attend IEP meetings to facilitate and model a collaborative approach to determine a Free Appropriate Public Education (FAPE).

Culture & Climate

Targeted Findings :

- Variations across sites regarding special education practices of inclusion, transitions of students, and programs and services. (Extends to 504 plans and Response to Intervention.)

Actions to Date:

- Parent and staff forums were held regarding the Special Education Report to gather feedback and discuss next steps.

Future Actions:

- Examine models of service delivery that focus on improving support for all students.

Culture & Climate (cont.)

Targeted Findings :

- There is mistrust and dissatisfaction with district office staff.

Actions to Date :

- Special education department has completed psychologist, speech therapist and occupational therapist staff assignments and communicated to the sites to ensure cohesive support to our schools. This created a reduction of “windshield” time and increased transparency.

Future Actions

- Four parent forum meetings to be held during the 2015-16 school year.

Culture & Climate (cont.)

Targeted Findings :

- Accommodations and specialized instruction within general education were not readily apparent or were being provided by special education staff only.

Actions to Date :

- LCAP funds designated for professional development to support MTSS (certificated and classified staff).
- Professional development with embedded use of accommodations and modifications.

Future Actions :

- Review collaboration opportunities between general education and special education staff, in order to increase collaboration time where feasible.

Next Steps

- Implement actions outlined in report.
- Work in response to findings will continue both internally and through MTSS.
- Special Education and Support Services will provide updates to the Board on a regular basis.

PENDING BOARD AGENDA ITEMS

March 2015

Agenda Item	Administrator	Board Meeting
Williams Uniform Complaints, Approve Quarterly Report <i>(Consent)</i>	Sigman	July
Resolution Delegating Barbara Patterson as Representative and Roger Stock as Alternate Representative to Joint Powers Board for SIG <i>(Consent)</i>	Patterson	July
Approve Non-Public School and Agency Master Contracts for the Upcoming School Year	Sigman	July
Tax Report for CFD No. 1 and No. 2, Yearly Adoption	Patterson	July/August
Summer School Program Report	Sigman/Staff	July/August
Information and Related Actuarial Reports on Workers' Compensation Claims & Health/Welfare Benefits for Retired Employees After 65	Patterson	August
BP 9270 - Conflict of Interest, Biannual Review – (Every Other Year, Action)	Patterson	August 2016
School Opening/Readiness Report <i>(Information)</i>	Sigman/Staff	August
Unaudited Actuals, Approve District Certification	Patterson	August/September
Resolution Establishing Appropriation Limitation (GANN) <i>(Action)</i>	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> <i>(Action)</i>	Sigman	September/October
Student Assessment Report – API <i>(Information)</i>	Sigman/Staff	September/October
Williams Uniform Complaints, Approve Quarterly Report <i>(Consent)</i>	Sigman	October
Set Date for Annual School Board Organizational Meeting <i>(Action)</i>	Stock	November
RUSD Strategic Plan Quarter 1 Update <i>(Information)</i>	Hutton	December
First Interim Report <i>(Action)</i>	Patterson	December
Organizational Board Meeting/Special Presentation to Board President	Stock	December
Audit Report <i>(Action)</i>	Patterson	January
Schedule Goal Setting Workshop	Stock/Staff	January
Williams Uniform Complaints, Approve Quarterly Report <i>(Consent)</i>	Sigman	January
Budget Assumptions & Priorities	Patterson	February
Identify Teachers for Non-Reelection; Prepare Letters of Notification <i>(March 1st Mtg – Closed Session)</i>	Slattery	February (2 nd Mtg)

Present Draft School Year Calendar <i>(two years out - Consent)</i>	Slattery	March <i>(1st Mtg)</i>
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 <i>(consent)</i>	Sigman	March
Certification of Temporary Athletic Team Coaches <i>(consent)</i>	Slattery	March
Second Interim Report/Approval <i>(Action)</i>	Patterson	March
Special Education Update	Sigman	March
RUSD Strategic Plan Quarter 2 Update <i>(Information)</i>	Hutton	March
Vote for CSBA Delegate Assembly Representative(s) for Region 4D <i>(Action)</i>	Stock	March
Approve School Year Calendar <i>(two years out - Consent)</i>	Slattery	March <i>(2nd Mtg)</i>
Budget Update/Information	Patterson	March/April
Sierra College Report (Rocklin Graduates)	Sigman	March/April
School Safety Plans <i>(Consent)</i>	White/Huffines	March/April
Annual Personnel Update – Renewal of Contracts for Site Administrators <i>(Closed Session)</i>	Sigman	April
Approve Quarterly Report on Williams Uniform Complaints <i>(Consent)</i>	Sigman	April
Spelling Bee Winner(s) Recognition <i>(Information)</i>	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
Summer School Principals Approval Contingent on State Funding <i>(include on Certificated Personnel Report) (Consent)</i>	Sigman	April/May
RUSD Strategic Plan Quarter 3 Update <i>(Information)</i>	Hutton	May
*Facilities-Use Policy/Practice and Schedule of Fees	Wesselius	May
Approve Waivers for Special Education Students Who Passed the Math Portion of the CAHSEE With Modifications <i>(Consent)</i>	Sigman	May
Provide Retiree Benefit Update <i>(Bi-annual, every other yr)</i>	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 Resolution for Interfund Transfers of Special or Restricted Fund Monies	Patterson	May
AFJROTC Color Guard Special Recognition (Student Representative Unit & Cadet Commander)	Stock/Staff	May (2 nd Mtg)
Student Board Member Recognition	Stock	May (2 nd Mtg)
BP/AR 5116.1 – Intradistrict Open Enrollment review as required by Ed Code 35160.5 <i>(must be completed by July 1)</i>	Sigman	May/June
Complete Superintendent's Performance Evaluation and Update Contract	Stock/Board	May/June
Approve CIF Representatives for Upcoming School Year <i>(Consent)</i>	Flowers	May/June
LCAP Approval/Hold Public Hearing <i>(Action)</i>	Sigman	May/June
Approve Board Meeting Dates for Upcoming School Year <i>(Consent)</i>	Stock	June (1 st Mtg)
Resolution Authorizing End-of-Year Budget Transfers <i>(Consent)</i>	Patterson	June
Resolution Delegating Certain Contracting Powers to the Superintendent or Designee <i>(Consent)</i>	Wesselius	June
Approve Consolidated Applications (Part 1/Part 2)	White/Huffines	June
Final Budget Approval/Hold Public Hearing <i>(Action)</i>	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
Community Advisory Committee (CAC), Appoint Parent Representative for 2 year Term <i>(every other year, due 2015, Consent)</i>	Sigman	June
Approve Expulsion Hearing Panel for Upcoming School Year <i>(Consent)</i>	Sigman	June/July

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