

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



**DECEMBER 16, 2015
CLOSED SESSION — 5:30 P.M.
REGULAR MEETING AGENDA — 6:30 P.M.**

1.0 **CALL TO ORDER**

2.0 **ROLL CALL**

3.0 **CLOSED SESSION (5:30 P.M.)** – The Board will adjourn to closed session regarding the following matters.

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

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

3.3 *Conference with Labor Negotiators* as authorized by Government Code Section 54957.6
District Representative(s): Roger Stock, Superintendent

Barbara Patterson, Deputy Superintendent, Business and Operations

Colleen Slattery, Assistant Superintendent, Human Resources

4.0 **RECONVENE TO OPEN SESSION**

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

6.0 **PLEDGE OF ALLEGIANCE**

7.0 **SPECIAL RECOGNITIONS/PRESENTATIONS**

7.1 2015 Carl Towley Award Recognition to Sarah Nichols and Induction of Whitney High School's Yearbook to the National Scholastic Press Association's Hall of Fame – (Martin Flowers)

8.0 **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 follow up. 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.

9.0 **COMMENTS FROM STUDENT REPRESENTATIVE**

10.0 **COMMENTS FROM BOARD AND SUPERINTENDENT**

11.0 **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.

- 11.1 **APPROVE BOARD MINUTES** – Request to approve Board minutes.
 - 11.1.1 November 18, 2015
- 11.2 **APPROVE CERTIFICATED PERSONNEL REPORT** – Request to approve personnel items included on the Certificated Personnel Report. (Colleen Slattery)
- 11.3 **APPROVE CLASSIFIED PERSONNEL REPORT** – Request to approve personnel items included on the Classified Personnel Report. (Colleen Slattery)
- 11.4 **APPROVE BILL WARRANTS** – Request to approve Bill Warrants. (Barbara Patterson)
- 11.5 **APPROVE MONTHLY ACCOUNT SUMMARIES** – Request to approve monthly account summaries. (Barbara Patterson)
- 11.6 **ACCEPT DONATIONS** – Request to accept District donations. (Barbara Patterson)
- 11.7 **APPROVE SINGLE PLANS FOR STUDENT ACHIEVEMENT (SPSA) FOR 2015-16 SCHOOL YEAR** – Request to approve Single Plans for Student Achievement (SPSA) for the 2015-16 school year. (Kathleen Pon)
- 11.8 **APPROVE CHANGE ORDER NO. 02 TO THE LEASE/LEASEBACK PROJECT WITH LANDMARK CONSTRUCTION AT ROCKLIN HIGH SCHOOL HVAC AND LIGHTING RETROFIT PROJECT AND INCLUDE ADDITION OF ONE RELOCATABLE CLASSROOM AT SUNSET RANCH ELEMENTARY SCHOOL** – Request to approve Change Order No. 02 to the lease/leaseback project with Landmark Construction at Rocklin High School HVAC and Lighting Retrofit Project, and include addition of one relocatable classroom at Sunset Ranch Elementary School. (Craig Rouse)
- 11.9 **APPROVE GYM LOCKER INSTALLATION AT WHITNEY HIGH SCHOOL** – Request to approve ratification of the contract with Sierra School Equipment Company for gym locker installation at Whitney High School. (Craig Rouse)
- 11.10 **APPROVE PROPOSAL FOR WHITNEY HIGH SCHOOL ELECTRICAL LOAD REDISTRIBUTION PROJECT** – Request to approve proposal for Whitney High School electrical load redistribution project and authorization of the Superintendent or designee to sign on its behalf. (Craig Rouse)
- 11.11 **REJECT CLAIM NO. R15-04** – Request to reject Claim No. R15-04. (Barbara Patterson)
- 11.12 **REJECT CLAIM NO. R15-05** – Request to reject Claim No. R15-05. (Barbara Patterson)
- 11.13 **APPROVE REQUEST FOR AUTHORIZATION FROM WHITNEY HIGH SCHOOL ATHLETICS BOOSTER ASSOCIATION FOR 2015-16.** – Request to approve request for authorization from Whitney High School Athletics Booster Association for 2015-16. (Barbara Patterson)
- 11.14 **APPROVE RESOLUTION NO. 15-16-11 INTENT TO RECEIVE SEWER EASEMENT LOCATED AT LOT C AND FENWAY CIRCLE NORTH IN THE CITY OF ROCKLIN FROM JOHN MOURIER CONSTRUCTION, INC. TO THE ROCKLIN UNIFIED SCHOOL DISTRICT** – Request to approve adoption of Resolution No. 15-16-11 announcing the intent to receive sewer easement located at Lot C and Fenway Circle North in the city of

Rocklin, from John Mourier Construction, Inc., to the Rocklin Unified School District and setting January 20, 2016, as a public hearing date to receive input regarding the grant. (Craig Rouse)

- 11.15 **APPROVE DESIGN SERVICES FOR WHITNEY HIGH SCHOOL SYNTHETIC TURF AND TRACK REPLACEMENT PROJECT** – Request to approve design services for synthetic turf and track replacement project at Whitney High School and authorization of the Superintendent or designee to sign on its behalf. (Craig Rouse)
- 11.16 **APPROVE REPLACEMENT OF MULTIPURPOSE ROOM LIGHTING PROJECT AT PARKER WHITNEY ELEMENTARY SCHOOL** – Request to approve bid with Alessandro Electric, Inc. for replacement of multipurpose room lighting project at Parker Whitney Elementary School. (Craig Rouse)
- 11.17 **APPROVE ROCKLIN UNIFIED SCHOOL DISTRICT PRESCHOOL SPECIAL EDUCATION PROGRAM MEMORANDUM OF UNDERSTANDING (MOU) WITH CONTINUING DEVELOPMENT, INC. (CDI)** – Request to approve Rocklin Unified School District Preschool Special Education Program MOU with Continuing Development, Inc. (Tammy Forrest)
- 12.0 **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.
- 12.1 **PROPOSED BEHAVIORAL HEALTH HOSPITAL** – The Board of Trustees will receive a report prepared by Fagen, Friedman, and Fulfroost, LLP, regarding the impact on Rocklin Unified School District of a proposed Behavior Health Hospital by Universal Health Services. The Board will discuss taking action on recommendations in the report. (Roger Stock)
- 12.2 **ANNUAL ORGANIZATION OF THE BOARD OF TRUSTEES** – The Board of Trustees will elect officials and appoint representatives to serve on pertinent committees throughout 2016. (Roger Stock)
- 12.2.1 **ELECT PRESIDENT OF THE BOARD OF TRUSTEES** *(Todd Lowell served in 2015)*
(SEAT BOARD PRESIDENT)
- 12.2.2 **ELECT VICE PRESIDENT OF THE BOARD OF TRUSTEES** *(Greg Daley served in 2015)*
- 12.2.3 **ELECT CLERK OF THE BOARD OF TRUSTEES** *(Camille Maben served in 2015)*
- 12.2.4 **APPOINT SUPERINTENDENT ROGER STOCK AS SECRETARY TO THE BOARD OF TRUSTEES**
- 12.2.5 **SELECT DATE, TIME, AND PLACE FOR 2016-17 BOARD OF TRUSTEES MEETINGS**
- 12.2.6 **APPOINT REPRESENTATIVES TO THE CITY OF ROCKLIN LIAISON COMMITTEE (EDUCATION COMMITTEE)** *(Todd Lowell and Wendy Lang served in 2015)*
- 12.2.7 **APPOINT REPRESENTATIVES TO THE AUDIT COMMITTEE**
(Wendy Lang and Susan Halldin served in 2015)
- 12.2.8 **APPOINT REPRESENTATIVE TO THE JOINT POWERS AUTHORITY (JPA)**
(Greg Daley served in 2015)
- 12.2.9 **APPOINT REPRESENTATIVES TO THE FACILITIES MASTER PLAN COMMITTEE** *(Camille Maben and Greg Daley served in 2015)*

12.2.10 **APPOINT REPRESENTATIVE TO ROCKLIN INDEPENDENT CHARTER ACADEMY (RICA)** (*Susan Halldin served in 2015*)

12.3 **APPROVE DISTRICT CERTIFICATION OF ABILITY TO MEET FINANCIAL OBLIGATIONS (FIRST INTERIM REPORT)** – Request to approve District certification of ability to meet financial obligations, First Interim Report. (Barbara Patterson)

12.4 **APPROVE BOARD POLICIES (BP)** - Request to approve revisions to Board Policies 4131 and 4231 on Staff Development. (Colleen Slattery)

12.4.1 BP 4131 Staff Development – Revised

12.4.2 BP 4231 Staff Development – Revised

12.5 **APPROVE ADMINISTRATIVE REGULATIONS (AR)** - Request to approve revisions to Administrative Regulations 4161.8, 4261.8 and 4361.8 on Family Care and Medical Leave. (Colleen Slattery)

12.5.1 AR 4161.8 Family Care and Medical Leave – Revised

12.5.2 AR 4261.8 Family Care and Medical Leave – Revised

12.5.3 AR 4361.8 Family Care and Medical Leave – Revised

12.6 **NOMINATE REPRESENTATIVE TO CALIFORNIA SCHOOL BOARD ASSOCIATION'S (CSBA) DELEGATE ASSEMBLY** – Request to nominate representative to CSBA Delegate Assembly. (Roger Stock)

13.0 **INFORMATION AND REPORTS**

13.1 **ENERGY CONSERVATION PROGRAM UPDATE** – (Craig Rouse)

14.0 **PENDING AGENDA** – This is the time to place future items on the Pending Agenda.

15.0 **CLOSED SESSION** – The Board will adjourn to closed session regarding the following matters.

15.1 *Conference with Legal Counsel – Anticipated and Existing Litigation* as authorized by Government Code section 54956.9

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

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

District Representative(s): Roger Stock, Superintendent
Barbara Patterson, Deputy Superintendent, Business and Operations
Colleen Slattery, Assistant Superintendent, Human Resources

16.0 **RECONVENE TO OPEN SESSION**

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

18.0 **ADJOURNMENT**

Meeting Procedures: Per Board Bylaw 9323, the Board shall limit the total time for public input on each item to 20 minutes. With Board consent, the president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard.

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: JANUARY 20, 2016, 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:

December 11, 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 11th day of December 2015 in Rocklin, California.

Brenda Meadows
Executive Assistant
Rocklin Unified School District

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: 2015 Carl Towley Award Recognition – Sarah Nichols and Induction of Whitney High School's Yearbook to the National Scholastic Press Association's Hall of Fame

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

The Carl Towley Award is The Journalism Education Association's (JEA) highest honor and is presented to one JEA member each year whose work is unusually beneficial and of superior value to the national JEA and to scholastic journalism.

Status:

The Board of Trustees will recognize and honor Sarah Nichols for receiving the *2015 Carl Towley Award* and thank her for her dedication to our district and its students in the field of journalism. In addition, the Board of Trustees will recognize Whitney High School's Induction into the National Scholastic Press Association Hall of Fame for earning 10 All-American ratings from the National Scholastic Press Association's publication critique service within an 11-year span for their yearbook.

Presenters:

Martin Flowers, Director of Secondary Programs and School Leadership

Financial Impact:

Current year: NA
Future years: NA
Funding source: NA

Materials/Films:

None

Other People Who Might Present:

Allotment of Time:

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

Packet Information:

None

Recommendation:

Special Recognition

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*

NOVEMBER 18, 2015
REGULAR MEETING MINUTES — 6:30 P.M.

1.0 **CALL TO ORDER**— President Todd Lowell called the meeting of the Rocklin Unified School District Board of Trustees to order at 6:30 P.M., November 18, 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*
 Susan Halldin, *Member*

Trustees Absent: Wendy Lang, *Member*

Student Representative: Travis Elmont, *Whitney High School*

Administrative Staff: Roger Stock, *Superintendent*; Kathleen Pon, *Deputy Superintendent Educational Services*; Barbara Patterson, *Deputy Superintendent Business and Operations*; Colleen Slattery, *Assistant Superintendent Human Resources*; Craig Rouse, *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*; Matt Murphy, *Director Personnel Services*; Mike Fury, *Chief Technology Officer*; Diana Capra, *Chief of Communications and Community Engagement*; Davis Stewart, *Principal, Rocklin High School*; Beth Davidson, *Principal, Spring View Middle School*; Brenda Meadows, *Recorder*.

3.0 **PLEDGE OF ALLEGIANCE** – Travis Elmont and the Whitney High School AFJROTC Color Guard led the Board and audience in the Pledge of Allegiance.

4.0 **SPECIAL RECOGNITIONS/PRESENTATIONS**

4.1 2016 Placer County Teacher of the Year Recognition, Craig Waechtler, Rocklin High School – Board of Trustees recognized Craig Waechtler for being selected as 2016 Placer County Teacher of the Year.

5.0 **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:

Community members including Jeremy Veldstra, Lindsay King, Joe Patterson, Allison Hyatt, Trevor Hill, Colleen Patterson, Marina Larson, Brad D., Gail Prudhoe, Nancy Muir and Robert Sanders, shared concerns regarding the proposed Mental Health Facility and the potential safety concerns to the community and students as a result of the proposed location being within close proximity to Whitney

High School. Community members shared that their specific concern with the proposed facility was the “location,” and not the facility itself. Community members encouraged the Board to do due diligence and seek their own independent analysis on behalf of the community.

Comments by Board regarding the Proposed Behavioral Health Hospital:

President Todd Lowell shared that while the Board was not permitted to take action or have discussion on a public discussion item, on behalf of the Board, they share deep concerns regarding the issue along with the community. Lowell shared that the Board plans to research the facts with both a Board and parent perspective, asking hard questions. The Board will take this item up as a future Board Meeting agenda item.

- 6.0 **COMMENTS FROM STUDENT REPRESENTATIVE** – Student Representative Travis Elmont provided a report on events happening at elementary and secondary schools.

- 7.0 **COMMENTS FROM BOARD AND SUPERINTENDENT** –

Greg Daley shared that the ROTC Color Guard recently attended a drill competition (2015 Titan Invitational) where the team brought home many accolades and awards. Daley congratulated the ROTC Color Guard and thanked them for their many hours of service and excellence. Daley also mentioned that in honor of Veterans Day, the District put together a list of Veterans within the District, thanking each of them for their service. Camille Maben shared that she recently attended Rocklin Elementary’s Fall Carnival which was a great night for the school and community. Maben also visited sites recently, sharing how impressed she was with the good work happening in classrooms. Susan Halldin shared her gratitude that the Rocklin football team recently visited the Grant football team to show support in light of the recent tragic death of one of their players. Superintendent Stock shared that there were 29 Veterans represented in the District this year, including Trustee Daley, and thanked all for their service to our country. Stock also stated that with Thanksgiving approaching, how truly thankful he is for all the employees that serve the District so well.

- 8.0 **ACTION ITEMS - CONSENT CALENDAR**

- 8.1 **APPROVE BOARD MINUTES** – Request to approve Board minutes.
8.1.1 October 21, 2015
- 8.2 **APPROVE CLASSIFIED PERSONNEL REPORT** – Request to approve personnel items included on the Classified Personnel Report. (Colleen Slattery)
- 8.3 **APPROVE BILL WARRANTS** – Request to approve Bill Warrants. (Barbara Patterson)
- 8.4 **APPROVE MONTHLY ACCOUNT SUMMARIES** – Request to approve monthly account summaries. (Barbara Patterson)
- 8.5 **ACCEPT DONATIONS** – Request to accept District donations. (Barbara Patterson)
- 8.6 **APPROVE WILL SERVE LETTER, WHITNEY RANCH PHASE 11B UNIT 46AB** – Request to approve Will Serve Letter for the Whitney Ranch Phase 11B Unit 46AB Project. (Craig Rouse)
- 8.7 **APPROVE PROPOSAL WITH CONERSTONE ENGINEERING FOR CIVIL ENGINNERING SERVICES AT VARIOUS SITES** – Request approval of the proposal with Cornerstone Engineering for civil engineering design services for Rocklin High School “Annex,” Rock Creek Elementary School, Antelope Creek Elementary School and Granite Oaks Middle School and authorization of the Superintendent or designee to sign on their behalf. (Craig Rouse)

- 8.8 **APPROVE PROPOSAL WITH JMPE ELECTRICAL ENGINEERING SERVICES FOR WHITNEY HIGH SCHOOL SOLAR PANELS** – Request to approve proposal with JMPE Electrical Engineering for electrical engineering services to design solar panel electrical distribution and authorize the Superintendent or designee to sign on their behalf. (Craig Rouse)
- 8.9 **APPROVE FOOD SERVICE AGREEMENT WITH PLACER COUNTY OFFICE OF EDUCATION (PCOE)** – Request to approve agreement with PCOE to provide lunches to the Pathways Charter iCARE program. (Barbara Patterson)
- 8.10 **APPROVE KIDSFIRST CONTRACT SERVICE AGREEMENT FOR 2015-16** – Request to approve Contract Service Agreement between KidsFirst and RUSD for the 2015-16 school year. (Colleen Slattery)
- 8.11 **APPROVE AGREEMENT AND STIPULATION FOR EXPULSION** - Request to approve agreement and stipulation for expulsion for student(s) 111815-01, 111815-02, 111815-03, as authorized by Government Code section 35146. (Martin Flowers)

Camille Maben noted her absence at the October 21, 2015, Board of Trustees meeting and requested removal of **Item 8.1.1** for separate action.

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

A **MOTION** was then made by Susan Halldin and seconded by Greg Daley to approve **item 8.1.1**, Board Minutes, October 21, 2015. Motion passed unanimously by the following roll call vote: Daley – aye, Halldin – aye, Lowell – aye. Camille Maben abstained.

9.0 **ACTION ITEMS – REGULAR AGENDA**

- 9.1 **PRESENT ROCKLIN ACADEMY II PETITION RENEWAL AND HOLD PUBLIC HEARING** – Barbara Patterson, Deputy Superintendent Business and Operations, introduced Robin Stout, Interim Superintendent for Rocklin Academy Family of Schools, who presented Trustees with a report for Rocklin Academy II (Myers Location). A public hearing was requested for the Rocklin Academy II Petition Renewal.

Board Comments:

Camille Maben thanked Rocklin Academy’s Interim Superintendent Stout for the thorough presentation and asked about Rocklin Academy II (Myers) plans to potentially add a middle school in 2018. Maben encouraged Stout and Rocklin Academy staff to engage in early discussion with the District to look at potential challenges such as traffic that could play into the planned growth. Stout agreed to discussion. Todd Lowell asked if Rocklin Academy’s intent was to have the middle school at the Rocklin Elementary/Myers location. Stout responded, “No, we are in discussion as to the best location and it has not yet been confirmed.” Susan Halldin asked Stout about recruitment and if Rocklin Academy has been recruiting any differently. Stout responded that they continue to recruit heavily at the preschool level (using both English and Spanish marketing materials). Maben asked what percent of students are new to the Rocklin Academy II Meyers location. Stout shared that Myers added 8 new students last year (with an additional 6 students added to fill the larger 4th grade class) as well as a few additional kindergarten students.

Following comments from the Board, a public hearing was held. Hearing no comments from the public, President Lowell closed the public hearing.

- 9.2 **HOLD PUBLIC HEARING AND APPROVE WAIVER REQUEST FOR NON-CLASSROOM BASED FUNDING DETERMINATION FORM FOR ROCKLIN INDEPENDENT CHARTER ACADEMY (RICA) FOR 2015-16** – Barbara Patterson, Deputy Superintendent Business and Operations, requested a public hearing and approval of waiver request to the State Board of Education for non-classroom based funding determination form for Rocklin Independent Charter Academy (RICA) for 2015-16.

A public hearing was held. Hearing no comments from the public, President Lowell closed the public hearing.

Following this, a **MOTION** was made by Susan Halldin and seconded by Camille Maben to approve waiver request for non-classroom based funding determination form for RICA. Motion passed unanimously.

- 9.3 **APPROVE EXPENDITURE PLANS FOR CALIFORNIA STATE BUDGET ONE TIME FUNDING FOR EDUCATION** – Barbara Patterson, Deputy Superintendent Business and Operations, requested approval of expenditure plans for use of the One Time Mandated Cost Reimbursement funds and Educator Effectiveness funds.

Board Comments:

Camille Maben asked how the District would know that professional development efforts have been effective and how success would be measured to ensure that the efforts being made are the right course of action. Superintendent Stock responded that the District has multiple measures, including collecting qualitative data, and feels confident that that the District will be able to provide solid information to the Board regarding effectiveness of plans. Todd Lowell shared concern that the proposed expenditures for “seed money at sites for strategic plan implementation” seemed low in comparison to the major undertaking of the Strategic Plans, possibly warranting additional funding. Superintendent Stock responded that the funding plan numbers reflect a range across the District and were based on graduated amounts connected with the number of students at schools but can be revised per Board direction. Maben shared that some school sites may need more funding assistance than others based on need, and asked that staff factor that into consideration as funding is distributed. Lowell stated that while he understood the thought of equity based on number of students, it may be better to distribute funding based on need. Stock stated that staff, at the request of the Board, would look at options and the possibility of increasing the amount for some sites (need based) and bring back information to Trustees at a later meeting.

Following this, a **MOTION** was made by Camille Maben and seconded by Greg Daley to approve **Educator Expenditure Funds**. Motion passed unanimously.

Plans for one time funding for California State Budget will be brought back to the Board for recommended approval at a future meeting.

- 9.4 **APPROVE REDUCTION OF FIELD TRIP TRANSPORTATION RATES** – Barbara Patterson, Deputy Superintendent Business and Operations, introduced Matt Sanchez, Director of Transportation, who requested approval of reduction in the field trip transportation rates from \$3.25 per mile to \$3.00 per mile, with the lower rate applicable to all District field trips, including flat rate field trips.

Following this, a **MOTION** was made by Greg Daley and seconded by Susan Halldin to approve reduction of field trip transportation rates from \$3.25 per mile to \$3.00 per mile, with the lower rate applicable to all District field trips, including flat rate field trips. Motion passed unanimously.

- 9.5 **HOLD PUBLIC HEARING FOR 2015-16 JOINT INITIAL CONTRACT PROPOSAL FROM DISTRICT AND CSEA** – Colleen Slattery, Assistant Superintendent Human Resources, requested to hold public hearing regarding the 2015-16 Joint Initial Contract Proposal from District and CSEA.

A public hearing was held. Hearing no comments from the public, President Lowell closed the public hearing.

Board Comments:

Camille Maben stated that it was with both excitement and sadness that the District says goodbye to Tiffany Pelkey, CSEA President, as she leaves to pursue a management position in another District. Maben thanked Pelkey for her outstanding service to RUSD. Todd Lowell shared that it was with both personal loss and great appreciation and respect that the Board says goodbye to Pelkey. Lowell thanked her for putting her heart and soul into her position as CSEA President, and stated she had done an outstanding job and was one of the most effective leaders ever in the role.

- 9.6 **SET DATE FOR ANNUAL SCHOOL BOARD ORGANIZATIONAL MEETING** – Superintendent Roger Stock requested Trustees set date for Annual School Board Organizational Meeting for December 16, 2015, the next regularly scheduled Board meeting.

Following this, a **MOTION** was made by Camille Maben and seconded by Susan Halldin to approve setting date for Annual School Board Organizational Meeting to December, 16, 2015. Motion passed unanimously.

10.0 **INFORMATION AND REPORTS**

- 10.1 **INTRADISTRICT OPEN ENROLLMENT BOARD POLICY AND ADMINISTRATIVE REGULATION** – Kathleen Pon, Deputy Superintendent Educational Services, presented the Board with information on the District's adopted policies and administrative regulations regarding Intradistrict Open Enrollment (BP 5116.1) and (AR 5116.1), stating that the policies and administrative regulations are in full compliance with California Education Code

Public Comment:

Community members including Melissa Sanders, Robert Sanders, Dereck Counter, Emy Brasher, Jennifer P., Julie Soto, Deanne Gamba, Joel Higginbotham, and Colleen F., shared concerns regarding current RUSD intradistrict transfer policy and the competition in-boundary students face with out-of-boundary students. Community members shared specific concerns with students living within a neighborhood boundary being redirected while some spots are being filled with students living outside the boundaries. Also addressed were concerns regarding student placement and timely communication with parents.

Board Comments:

Todd Lowell asked Mr. and Mrs. Sanders what they would like to see changed in the current intradistrict policy (students transferring within the District). Mrs. Sanders responded that she would recommend that in-boundary students have priority and be accepted for the calendar year. If there are additional seats, those would be offered to students on an intradistrict and/or interdistrict transfer request. Trustee Lowell stated that currently there are several [36] interdistrict students at Sunset Ranch Elementary, many of whom are students of Rocklin teachers. Susan Halldin clarified that policy the District's current intradistrict transfer policy states that when a student graduates from their elementary or middle school, they are redirected back to their home school. Greg Daley shared that there is a law that allows students to attend the school district in which their parents work (although it does not specify the school). Susan Halldin stated that the District has a current "open border policy" which requires all schools to

offer intradistrict open enrollment (offering school choice based on availability). Lowell requested data from staff on intradistrict policy for elementary schools to be brought to a future meeting this year to allow the Board to review current policies and whether or not a change may be needed. Greg Daley asked for information from sites on last time an “audit on proof of residency” was completed at sites. Susan Halldin requested information from surrounding districts and their practice for intradistrict and interdistrict transfers. Lowell thanked the Sanders family for their input and stated that the Superintendent’s office will be in touch with them regarding when this will be brought back to the Board.

- 10.2 REVIEW OF SPECIAL EDUCATION SUPPORTS AND SERVICES REPORT AND UPDATE ON ACTIONS TO DATE –** Tammy Forrest, Director of Special Education, shared with Trustees the District’s implementation in response to the four recommendations from WestEd’s Special Education Supports and Services Report to improve its provision of special education instruction. The presentation was the second update from the Special Education Department regarding actions taken in response to the report.

Board Comments:

Camille Maben asked if Forrest felt the Special Education program was adequately staffed to do the work needed. Forrest responded that as she builds the Special Education team she will have a better indication of needs. Todd Lowell asked how Forrest would rate “communications” compared to a year ago, and if she felt communications were better now. Forrest shared that she has seen great strides in communication, not only improvement in more timely responses, but also positive strides in the supportive tone in which responses are given. Forrest stated that she sees continual improvement in this area as the Special Education department builds capacity and teams both at the District Office as well at sites. Staff members are working together more collaboratively, especially in light of training provided. Lowell asked what training is being provided. Forrest specifically cited the IEP facilitation training for IEP teams that is in process. Susan Halldin thanked Forrest for her efforts and stated that she would like to see more movement regarding “where Special Education students are placed” (ie: least restrictive environment to provide appropriate services to students). Halldin requested “data” used in the plans being implemented. In addition Halldin requested that staff prioritize Special Education policies and procedures to best identify what is lacking and might need the most attention.

- 10.3 LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP) UPDATE –** Melanie Patterson, shared with the Board the Local Control Funding Formula, sharing that districts have been given discretion over how to use base and supplemental funds. The use of the supplemental funds must expand or improve services for high-needs students in proportion to the additional supplemental funding that these students bring to the district, with supplemental funds intended to bridge the achievement gaps for Socioeconomically Disadvantaged Students, Foster Youth, and English Learners. Patterson shared that the RUSD Local Control Accountability Plan (LCAP) has been aligned with the District-wide Strategic Plan. The 2015-18 LCAP was developed through stakeholder engagement processes including the District Advisory Committee consisting of parents, students, staff and administrators. The Board was provided a detailed overview of the 2015-2016 LCAP goals, metrics, and implementation process, including the 2016- 2019 LCAP development process sharing engagement of all stakeholders and the LCAP timeline.

Board Comments:

Camille Maben stated that in response to the “other criteria” (ie: truancy and absences) referenced in the LCAP update, is there a way to look at the support being offered to these students (ie: clubs, etc). Maben requested data on what is working well regarding these underserved students. Patterson stated that the District is currently tracking data on the underserved student population and can certainly bring the Board additional information in the future. Todd Lowell asked for clarification regarding “Career Technical Education rates” (slide

5). Patterson responded that this is the number of students that completed the CTE capstone courses. Marty Flowers, Director of Secondary Programs and School Leadership, shared that some of these capstone course include: engineering, culinary arts, and Project Lead the Way (medical pathway). Maben asked how these capstone courses are approved. Superintendent Stock stated that one way of approval and definition is through a College and Career agreement (2x2) with Sierra College as well as through course sequence completion. Kathleen Pon, Deputy Superintendent Educational Services, added that some Districts are using their service learning hours as one of the multiple measures of career readiness. Lowell requested that staff provide data on “subgroups by sites,” including where the District is succeeding and where it is being underserved. Lowell also referenced “professional learning surveys” (slide 7) and information regarding “classroom observations.” Stock stated the interest here is not through the teacher evaluation process but what teams are seeing that shows the input of professional learning when observing in the classroom(s).

- 10.4 **TRACK AND FIELD RECOMMENDATIONS AT WHITNEY HIGH SCHOOL AND ROCKLIN HIGH SCHOOL** – Craig Rouse, Senior Director Maintenance and Operations, provided the District’s completed Synthetic Fields and All Weather Track and Assessment from Whitney High School and Rocklin High School including recommendations for maintenance and safety compliance for criteria and standards.

Board Comments:

Greg Daley thanked Craig Rouse for his fresh set of eyes regarding projects like these within the District. Camille Maben asked if there was any concern about rubber in the product being considered for the replacement of synthetic turf. Rouse responded that the Office of Environmental Health and Hazard Assessment tested the turf for lead and heavy metals in 2010 and results came back as safe, reporting no health concerns. Rouse stated that while the product has been deemed safe, there are other options to rubber fill (ie: cork, etc.) which the District could consider (costs vary depending on product). Rouse also shared that research has shown that synthetic turf fields reflect fewer skin infections than real grass. Susan Halldin thanked Rouse for his informative report.

- 11.0 **PENDING AGENDA** – Lowell asked that an agenda item be added regarding concerns brought to the Board of Trustees regarding the proposed Behavior Health Hospital and location and requested data be provided regarding safety issues. Greg Daley stated that he has concerns about asking District employees to do research on vetting issues for what he considers to be a “city project.” Camille Maben stated that she has many questions she would like answered so that she can say with good conscience that the Board has done due diligence on how such a facility may effect schools and students. Maben requested a follow up public conversation with parents. Daley agreed the answers to many questions are needed, but asked fellow Board members to consider whether this is something the District does or information that the City of Rocklin should address and share with the District and community members. Susan Halldin stated that she too had questions and would support some staff time to do due diligence in making sure there are no safety issues to the District. Lowell shared that he would recommend retaining an outside service to assist the District in getting data for the Board to discuss and deliberate. Stock stated that the Rocklin City Planning Commission meeting is scheduled for December 15, 2015. Superintendent Stock asked the Board to provide specific questions that they are seeking answers to, so that the appropriate information could be provided. Lowell responded that while he doesn’t necessarily know all the proper questions to ask, he would like to know the basics effects (safety) of such a facility as well as the options for other locations and whether or not there have been any licensing violations with the vendor. Daley requested information on tax credits offered to the builder from the City of Rocklin. Superintendent Stock shared that staff would look into acquiring data on the questions from the Board and bring the item back at the December 16 RUSD Board meeting.

- 12.0 **CLOSED SESSION** – Closed session convened at 10:15 P.M. regarding the following matters:
- 12.1 *Conference with Legal Counsel – Anticipated and Existing Litigation* as authorized by Government Code section 54956.9
 - 12.2 *Public employee discipline/dismissal/release pursuant* to Government Code section 54957
 - 12.3 *Conference with Labor Negotiators* as authorized by Government Code Section 54957.6
District Representative(s): Roger Stock, Superintendent
Barbara Patterson, Deputy Superintendent, Business and Operations
Colleen Slattery, Assistant Superintendent Human Resources
- 13.0 **RECONVENE TO OPEN SESSION**
- 14.0 **REPORT OF ACTION TAKEN IN CLOSED SESSION** – No actions was taken in Closed Session.
- 15.0 **ADJOURNMENT**– President Lowell adjourned the meeting at 11:55 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.

**ROCKLIN UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
REGULAR MEETING 6:30 P.M.**

ATTENDANCE SIGN-IN SHEET

Wednesday, November 18, 2015

NAME	AFFILIATION <small>(site name/position, parent, community organization, etc.)</small>	CONTACT INFORMATION <small>(email and/or phone)</small>
Shirlene Roganovic	Parent	keprogan@gmail.com
Angela Tan	Parent	aerosas@hotmail.com
Riguelen Nagmezi	Parent	macapuno@gmail.com
Jeffrey Rosano	Parent	
Alastair Muir	Parent	muirfam@sbcglobal.net
Jennifer Penneault	Parent	jen.penneault@yahoo.com
Sheri Alvarado		princessofquitedot3@yahoo.com
Shane Alvarado	Parent	alvarado.shane@gmail.com
Brad Dore	Parent	brad_dore@yahoo.com
Kelly Davenport	Parent	Kel.davenport@gmail.com
Beth Kelly	parent	bethkelly31@gmail.com
Carin Lane	Parent	Carin75@gmail.com
Arun Vinnakota	PARENT	aron.vinnakota@gmail.com
Brian Standish	Resident	
Melissa Savage	Parent	mesible@yahoo.com
Julie Soto	Parent	jsoto@rocketmail.com
Joel Higginbotham	Parent	Joelyboy203@gmail.com
ROBERT SANDER	PARENT	ROBERT.SANDER@gmail.com
MELISSA SANDERS	PARENT	MELISSA SANDERS@gmail.com

Completion of any portion of this sign-in sheet is voluntary and will be included as part of the permanent minutes.

**ROCKLIN UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
REGULAR MEETING 6:30 P.M.**

ATTENDANCE SIGN-IN SHEET

Wednesday, November 18, 2015

NAME	AFFILIATION <small>(site name/position, parent, community organization, etc.)</small>	CONTACT INFORMATION <small>(email and/or phone)</small>
Tiffany Pelkey		CSEA
Lindsay King		
Richard Gillespie		
Colleen Patterson		
Denette Delgado		
Peter Pringle	parent	bredeemed@gmail.com
Kenleen Pringle	parent	"
Helen Taylor	Parent	taylorhelen86@yahoo.com
Randy Taylor	Parent	" "
Jeremy Veldstra	Parent	(Veldstra)
Davis Stewart	RHS	
Craig Waechter	RHS	
Sarah Prudhoe	Parent	sarah.prudhoe@yaho.com
Stephanie Belding	Parent	
Allison Hyatt	Parent	ahyatt@hyattkwsd.org
Gary Knefl	Parent	huskerinco@hotmail.com

Completion of any portion of this sign-in sheet is voluntary and will be included as part of the permanent minutes.

Denise Magnuson	parent	denise@launchnet.com
Deanne Grambs	parent	dlgrambs@yahoo.com

CERTIFICATED/MANAGEMENT PERSONNEL REPORT

REQUEST FOR LEAVE OF ABSENCE:

1. Kelly Chambers, Guidance Counselor, Whitney High School, Family Care Leave, 2/16/16-4/8/16
2. Sarah Gillette, Social Science Teacher, Rocklin High School, Family Care Leave, 2/25/16-3/18/16
3. Tara Hammond Smith, Elementary Teacher, Cobblestone Elementary School, Family Care Leave, 1/4/16-1/19/16

NEW HIRES:

4. Jane Sullivan, 1.0 FTE Language Arts Teacher, Spring View Middle School, 10/12/15

CLASSIFIED PERSONNEL REPORT

RESIGNATIONS/RETIREMENT:

1. Tiffany Nelson-Pelkey, Groundskeeper II, Maintenance & Operations, Resigned, 12/4/15
2. Kristine Adams, Special Education Aide II, Rocklin High School, Resigned, 12/18/15
3. Christine Eister, Instructional Aide, Rocklin Elementary School, Resigned, 12/31/15
4. Rhonda Fernandez, Bus Driver, Transportation Department, Resigned, 12/1/15
5. Sarah Wampler, Special Ed Instructional Aide I/Instr. Aide, Granite Oaks, Resigned, 12/18/15
6. Julianne Jung, Special Ed Instructional Aide II, Sunset Ranch Elementary, Resigned, 12/18/15

LEAVE OF ABSENCE:

7. Simran Lalli, Special Ed Instructional Aide, Whitney High, 12/14/15—1/29/16

NEW HIRES FOR 2015-16:

8. Janet Ligas, School Clerk, Sunset Ranch Elementary School, 11/12/15
9. Felicia Murphy, Special Ed Instructional Aide II, Antelope Creek Elementary, 11/19/15
10. Emily Buck, Instructional Aide, Antelope Creek Elementary, 11/20/15
11. Christina Taylor, Special Ed Instructional Aide II, Antelope Creek Elementary, 11/30/15
12. Randy Ronzani, Delivery Driver/Warehouse Worker, Nutrition Services, 12/07/15
13. Erika Falls, Special Ed Instructional Aide II, Rocklin High School, 12/4/15
14. Ashley Jones, Special Ed Instructional Aide II, Sunset Ranch Elementary, 12/7/15

RECLASSIFICATIONS/CHANGE IN HOURS:

15. Giuliana Hoolehan, Library Aide, Rock Creek Elementary, 11/13/15
16. Beth Meurer, Instructional Aide, Antelope Creek Elementary, Decrease in hours, 10/25/15
17. Jennifer Baker, School Clerk, Antelope Creek Elementary, Increase in hours, 11/01/15

ROCKLIN UNIFIED SCHOOL DISTRICT

Item 11.6
CONSENT
December 16, 2015

BOARD AGENDA BRIEFING

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

Background:

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

Status:

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

Presenter: Barbara Patterson, Deputy Superintendent, Business & Operations

Financial Impact:

Current year: \$3,667.94
Future years:
Funding source: Local sources

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:

List of donations

Recommendation:

Staff recommends accepting donations.

DONATIONS /December 16, 2015

Date	Donor	Donation	Comment/Purpose	School Site
11/17/2015	Wells Fargo Foundation	\$1,000.00	Community Connection Grant	Breen
11/18/2015	DLM Electric, Inc.	\$150.00	Bicycle purchase for attendance reward.	Cobblestone
11/13/2015	United Auburn Indian Community	\$2,500.00	Grant award	Sunset Ranch
11/10/2015	Save Mart SHARES Program	\$17.94	Loyal patronage program	Whitney HS
11/20/2015	Robert & Diana Nehls	Intelliscopes, Music gig box, mixer & amplifier, 2 carvin floor monitors	Music & Science programs	Whitney HS
	Total	\$3,667.94		

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Single Plans for Student Achievement (SPSA) for 2015-16 School Year

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

Academic achievement of students is the top priority of the education system in California. California Education Code sections 41507, 41572, and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the Consolidated Application and ESEA Program Improvement into the Single Plan for Student Achievement.

California *Education Code (EC)* Section 64001 requires that an SSC develop the SPSA. The SSC's responsibilities include approving the plan, recommending it to the local governing board for approval, monitoring its implementation, and annually evaluating the effectiveness of the planned activities at least annually.

Status:

Staff recommends approval of the District-wide SPSAs which has been updated for the 2015-16 school year. On an annual basis, each school's Site Council is required to submit the Single Plan for Student Achievement (SPSA) to the Board for approval (previously referred to as "School Site Plan").

Presenter(s):

Kathleen Pon Ed. D., Deputy Superintendent, Educational Services

Financial Impact:

Current year: NA
Future years: NA
Funding source: NA

Materials/Films:

None

Other People Who Might Be Present:

Jordan White, Coordinator of State and Federal Programs

Allotment of Time:

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

Packet Information:

Complete copies of the SPSAs are available for review by contacting the District Office at (916) 630-2230. A public copy will also be available for review at the Board of Trustees meeting.

Recommendation:

Staff recommends approval of the Single Plans (SPSA) for the 2015-16 school year.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Change Order No. 02 to the Lease/Leaseback Project with Landmark Construction at Rocklin High School HVAC & Lighting Retrofit Project and Include the Addition of One Relocatable Classroom at Sunset Ranch Elementary School

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

Background:

Update: The Rocklin High School HVAC & Lighting Retrofit Project, approved by the governing board on June 10, 2015 has been completed.

Status:

Unforeseen conditions and additional scope of work has increased the project cost by \$20,774.35. Change Order No. 02 is presented for approval to cover this added cost.

Presenter:

Craig Rouse, Senior Director, Facilities, Maintenance & Operations

Financial Impact:

Current year: \$20,774.35
Future years: N/A
Funding source: Prop 39 (California Clean Energy Jobs Act), Fund 49 (Mello-Roos Funding), Fund 1 (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:

Change Order No. 02 is included.

Recommendation:

Staff recommends approval of Change Order No. 02 in the amount of \$20,774.35 to Landmark Construction and authorizes the Superintendent or his designee to sign on its behalf.

Landmark Construction

CHANGE ORDER

5948 King Road
Loomis, CA 95650

Phone: 916 663 1953
Fax: 916 663 1867

No. CO 02A

TITLE: Final CO Misc Elec PCO's

DATE: 11/20/2015

PROJECT: RUSD HVAC & Lighting

JOB: 15005

TO: Attn: Craig Rouse
Rocklin Unified School District
2615 Sierra Meadows Drive
Rocklin, CA 95677

CONTRACT NO: BUDGET

Phone: 916-630-2246 Fax:

Item	Description	Stock#	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	AEI PCO#10R1-Remove existing fixtures in areas where not specifically called out to remove fixtures. Reduced to 50% of CO per negotiation at owners meeting 7/16/2015.		1.000		\$1,893.48	0.00%	\$0.00	\$1,893.48
00002	AEI PCO#033-Multiple T & M Tags approved per owners meeting 8/13/2015.		1.000		\$2,852.33	0.00%	\$0.00	\$2,852.33
00003	AEI PCO #034-OT @ Gym's approved @ owners meeting 8/13/2015.		1.000		\$2,369.26	0.00%	\$0.00	\$2,369.26
00004	AEI PCO #035-AC25 Wrong disconnect size shown on the plans, approved @ owners meeting 8/13/2015.		1.000		\$478.10	0.00%	\$0.00	\$478.10
00005	AEI PCO# 038-Exterior EM A/B buildings approved @ owners meeting 9/17/2015.		1.000		\$609.55	0.00%	\$0.00	\$609.55
00006	AEI PCO #040-New transformers @ R11 thru R14 portables to supply the new Bard units. Approved @ owners meeting 9/17/2015.		1.000		\$16,928.58	0.00%	\$0.00	\$16,928.58
00007	AEI PCO#041- T & Tags for removing the light fixture covers that were defective from the manufacturer that were falling randomly around the campus.		1.000		\$673.87	0.00%	\$0.00	\$673.87
00008	AEI PCO #042-Trouble shoot exterior light poles. Approved @ owners meeting 9/17/2015/		1.000		\$3,443.63	0.00%	\$0.00	\$3,443.63
00009	AEI PCO#044-Install 80 total additional direct voltage lamps across buildings: gyms, M & A.		1.000		\$4,658.57	0.00%	\$0.00	\$4,658.57
00010	Sunbelt Rental equipment LMC rented 4 1.5 ton Movincool temp HVAC/cooling units while the district waited for the step up transformers to be made and installed at the R11 thru R14 portables. Approved Q owners		1.000		\$3,380.63	0.00%	\$0.00	\$3,380.63

Landmark Construction

CHANGE ORDER

5948 King Road
Loomis, CA 95650

Phone: 916 663 1953
Fax: 916 663 1867

No. CO 02A

TITLE: Final CO Misc Elec PCO's

DATE: 11/20/2015

PROJECT: RUSD HVAC & Lighting

JOB: 15005

TO: Attn: Craig Rouse
Rocklin Unified School District
2615 Sierra Meadows Drive
Rocklin, CA 95677

CONTRACT NO: BUDGET

Phone: 916-630-2246 Fax:

meeting 9/17/2015.					
0001 LMC labor to both install and remove the MoveinCool temp HVAC units in portables R11-R14. Approved @ owners meeting 9/17/2015.	8.000 hours	\$95.00	0.00%	\$0.00	\$760.00
0002 Credit for the contingencies from Sunset Ranch Elementary Portable Project and Rocklin HS Lighting/HVAC Project.	1.000	(\$13,650.85)	0.00%	\$0.00	(\$13,650.85)
0003 Credit for AEI PCO #040- Transformers from Landmark Construction.	1.000	(\$5,000.00)	0.00%	\$0.00	(\$5,000.00)

Unit Cost: \$19,397.15

Unit Tax: \$0.00

Unit Total: \$19,397.15

Subtotal: \$19,397.15

Description	Markup Percent	Markup Amount
Subtotal	0.000%	\$19,397.15
LMC Mark up	5.000%	\$969.86
Subtotal	0.000%	\$20,367.01
Bonds	2.000%	\$407.34

Total Cost: \$20,774.35

Landmark Construction

CHANGE ORDER

5948 King Road
Loomis, CA 95650

Phone: 916 663 1953
Fax: 916 663 1867

No. CO 02A

TITLE: Final CO Misc Elec PCO's

DATE: 11/20/2015

PROJECT: RUSD HVAC & Lighting

JOB: 15005

TO: Attn: Craig Rouse
Rocklin Unified School District
2615 Sierra Meadows Drive
Rocklin, CA 95677

CONTRACT NO: BUDGET

Phone: 916-630-2246 Fax:

The Original Contract Sum was	\$1,028,000.00
Net Change by Previously Authorized Requests and Changes	\$196,338.73
The Contract Sum Prior to This Change Order was	\$1,224,338.73
The Contract Sum Will be Increased	\$20,774.35
The New Contract Sum Including This Change Order	\$1,245,113.08
The Contract Time Will Not be Changed	
The Date of Substantial Completion as of this Change Order Therefore is	

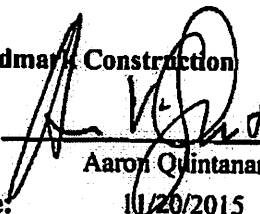
ACCEPTED:

Rocklin Unified School District

Landmark Construction

CA Design West

By: _____
Craig Rouse

By:  _____
Aaron Quintanar

By: _____
Shane Trump

Date: 11/20/2015

Date: 11/20/2015

Date: _____

ROCKLIN UNIFIED SCHOOL DISTRICT

Item 11.9
CONSENT
December 16, 2015

BOARD AGENDA BRIEFING

SUBJECT: Approve Gym Locker Installation at Whitney High School

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

Background:

The District went out to bid for the gym locker installation at Whitney High School. This gym locker installation work was completed the week of November 23, 2015.

Status:

A contract agreement with Sierra School Equipment Company has been prepared and is presented to the Board for ratification.

Presenter:

Craig Rouse, Senior Director Facilities, Maintenance & Operations

Financial Impact:

Current year: \$2,770.00
Future years: N/A
Funding source: Whitney High School ASB Funds

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:

Contractor Agreement included

Recommendation:

Staff recommends ratification of the contract for the Gym Locker Installation at Whitney High School in the amount of \$2,770.00 with Sierra School Equipment Company.

**ROCKLIN UNIFIED SCHOOL DISTRICT
CONTRACTOR AGREEMENT
(Projects under \$15,000)**

This Agreement is entered into by and between the Rocklin Unified School District, ("District"), and Sierra School Equipment Company, ("Contractor"), identified under social security number/federal identification number 95-3159131, with its principal place of business/office(s) located at 1911 Mineral Court, Bakersfield CA, 93308-6812.

1. **TERM OF AGREEMENT / DATE(S) of SERVICE(S)**: November 19, 2015 to December 21, 2105.

2. **SERVICES TO BE PERFORMED**: In consideration of the payment outlined in Paragraph 3 below, during the Term of Agreement / Date(s) of Service(s), Contractor agrees to perform services and, if applicable, provide materials and /or equipment to the District (hereinafter "Services"), as described below:

Whitney High School Gym Locker installation installation as described in attached Exhibit "A".

It is understood and agreed that in the event any additional tasks and/or services are required from Contractor, prior to rendering any such tasks, the tasks shall be set forth in a writing duly signed by the parties, indicating the specific work to be accomplished, the approximate period of time over which performance will be completed, and the additional compensation, if any, to be paid for such additional tasks.

3. **COMPENSATION**: In consideration of the Services fully rendered to District as described above, District agrees to pay Contractor a total fee of \$ 2,770.00. The District will make reasonable good faith efforts to pay all compensation due to Contractor within thirty (30) days of completion of Contractor's Services hereunder and the District's receipt of a properly completed invoice from Contractor for services rendered. Contractor further agrees that the District will not have any liability whatsoever as to any work or expense not specifically documented herein and properly invoiced by Contractor to District within sixty (60) days of completion of Services.

Other Consideration/Notes: _____

4. **REPRESENTATIONS AND WARRANTIES**: Contractor represents and warrants that Contractor is fully admitted to transact business in the State of California. Contractor possesses the skill, knowledge, expertise, and, as applicable, holds current license(s), certification(s) and/or educational credentials, as required under the laws of the State of California and/or in accordance with District policies and regulations, to fully perform the services hereunder. Contractor represents that he/she/it has read and understands the terms and conditions of this Agreement.

5. **NON-EMPLOYEE / INDEPENDENT CONTRACTOR STATUS**: During the Term of this Agreement and/or Date(s) of Service(s), Contractor's Services for the District shall be rendered as an Independent Contractor. This Agreement is not intended, nor shall it be construed so as, to create the relationship of agent, employee, partnership, joint venture or association, or representative of the other for any purpose, or to imply any other relationship whatsoever between

Contractor and District, except as set forth herein. Neither party is granted any expressed or implied right or authority by the other party to assume or create any obligation or responsibility on behalf of or in the name of the other party, or to bind the other party in any manner or thing whatsoever. Contractor shall be solely responsible for paying all salaries, wages, benefits and other compensation which the Contractor's employees or consultants, if any, may be entitled to receive in connection with Contractor's Services hereunder, including, without limitation, withholding and paying all applicable payroll taxes and contributions, including federal, state and local income taxes, FICA, FUTA, and state unemployment, workers' compensation and disability insurance. Nothing contained hereunder will confer upon the Contractor any right to continue to render Services to the District, or to become employed by the District. The District and Contractor acknowledge that Contractor's Services hereunder are non-exclusive and Contractor is free to accept other work.

6. **SITE EXAMINATION:** Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that they have made such site examination as they deem necessary as to the condition of the site, its accessibility for materials, workmen and utilities and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

7. **EQUIPMENT AND LABOR:** Unless expressly indicated elsewhere in this agreement, the contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications.

8. **SUBCONTRACTORS:** Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by himself. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

9. **SAFETY AND SECURITY:** It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.

10. **DEFAULT BY CONTRACTOR:** When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, Subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Governing Board to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Governing Board reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the District, if requested.

11. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ any unfit person or anyone not skilled in work assigned to him. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

12. **SUBSTITUTIONS:** No substitutions of materials from those specified in the Work Specifications shall be made without the prior written consent of the District.

13. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of workmanship.

14. **CLEAN UP:** Debris shall be removed from the premises. Job site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

15. **ACCESS TO WORK:** District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

16. **PROTECTION OF WORK AND PROPERTY:** The Contractor shall erect and properly maintain at all times as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workmen and the public, and shall post danger signs warning against hazards created by such features in the course of construction.

~~17. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.~~

18. **FORCE MAJEURE CLAUSE:** The parties to the Contract shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault of the party not performing.

19. **LABOR CODE:** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Contractor shall comply with all requirements of the Labor Code and all applicable rules and regulations issued by the Department of Industrial relations. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, division 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general

prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies of said determinations are on file at District's principal office and available to any interested party on request. Refer to Web site (www.dir.ca.gov).

20. **INDEMNIFICATION:** Contractor agrees to indemnify, defend, and hold harmless, the District (and its officers, employees, trustees, agents, successors and assigns) from and 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 Contractor's performance of this Agreement, breach of its terms, negligent acts or omissions, including as may arise resulting from Contractor's failure to make payments to Contractor's employees or consultants, if any, and/or self-employment taxes. In no event will the District's liability hereunder exceed a total of \$2,000,000.00.

21. **INSURANCE REQUIREMENTS:** Unless otherwise specifically agreed to in writing in advance of execution of this Agreement, Contractor agrees to obtain, pay for and maintain in effect during the Term of this Agreement and/or Date(s) of Service(s), the following policies of insurance issued by an insurance company rated not less than "A-VI" in A.M. Best's Insurance Rating Guide:

- (i) Commercial General Liability insurance (including contractual, products and completed operations coverage, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence;
- (ii) Commercial Automobile Liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence;
- (iii) Professional Liability insurance (also known as "Errors and Omissions" insurance) with a limit of liability of not less than \$1,000,000 per occurrence; and
- (iv) Worker's Compensation and State Disability insurance as required under law.

Each policy shall contain an endorsement naming the Rocklin Unified School District as an additional named insured insofar as this Agreement is concerned, and provide that written notice shall be given to the District at least thirty (30) days prior to cancellation or material change in the form of the policy or reduction in coverage. Prior to rendering Services hereunder, and at Contractor's expense, Contractor shall furnish the District with a Certificate of Insurance evidencing the endorsements required above, and the District shall have the right to inspect the Contractor's original insurance policies upon request. Upon notification of a notice of cancellation, change or reduction in coverage, Contractor shall immediately file with the District a certified copy of the required new or renewal policy and certificates for such policy. Nothing herein concerning minimum insurance requirements shall reduce the Consultant's liabilities or obligations under the indemnification provisions of this Agreement.

22. **PROPRIETARY RIGHTS / OWNERSHIP / CONFIDENTIALITY:** Contractor acknowledges:

- a. District may disclose to Contractor certain confidential information relating to, without limitation, the District's past, present, and future research, marketing, development, and/or business activities ("Confidential Information"). Except as required by the duties under this Agreement, Contractor agrees that, until such time as the Confidential Information enters the public domain through no fault of Contractor, Contractor will never, directly or indirectly, use, disseminate, disclose, lecture upon, or publish articles concerning any of the Confidential Information disclosed to Contractor by or on behalf of District without the prior written consent of District. Such confidentiality shall survive the termination of this Agreement and will only be relieved by written consent of District.
- b. All work accomplished pursuant to this Agreement will be the sole and exclusive property of District; and in addition to the obligations imposed above, Contractor will deliver all such work to District prior to expiration or termination of this Agreement and/or Contractor's performance hereunder.
- c. Upon expiration or termination of the Agreement and/or Contractor's performance hereunder, Contractor agrees to return to District all copies of Confidential Information, all drawings, documents, records, notebooks, disks, tapes, data residing or recorded in electronic media, and all other representations of confidential information, whether prepared by District, Contractor or others.
- d. Contractor agrees that all copyrightable material, inventions, improvements, developments and discoveries conceived, made, discovered or reduced to practice by Contractor solely, or in collaboration with others, during the period of this Agreement (i) relating in any manner to the business, research or development of District that Contractor may be directed to undertake, or (ii) which Contractor may become associated within work or in performing the services hereunder, or (iii) which are developed by Contractor using any supplies, facilities or Confidential Information of District are the sole property of District, and Contractor further agrees to grant to District any and all right, title and interest, of any kind or of all such copyrightable material, inventions, improvements, developments, and discoveries.

23. **GOVERNING LAW:** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules, and in accordance to District's policies and regulations, including, but not limited to, Board Policy 3320. Venue shall be in Placer County.

24. **TIME OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

25. **TERMINATION /NOTICES:** This Agreement may be terminated by either party with or without cause and for any or no reason upon (30) days' written notice to the other party addressed as follows:

If to Contractor, notice will be addressed to:
Name: Sierra School Equipment Company
Address: 1911 Mineral Court
City/State/Zip: Bakersfield, CA 93308

If to District, notice will be addressed to:
Rocklin Unified School District
c/o:
2615 Sierra Meadows Drive
Rocklin, CA 95677

or to such other address as may be designated by the parties from time to time. Any written notice sent by registered U.S. mail and addressed in accordance herewith will be deemed to have been made and delivered seven (7) days following deposit into the U.S. mail. Contractor's obligations hereunder shall survive the termination of this Agreement.

26. **SEVERABILITY:** If any section, condition, provision, or covenant of this Agreement is held to be invalid or unenforceable, either in itself or as to any particular party, the remainder of this Agreement will continue to be in force unless it would be inequitable and inconsistent with the purpose of the Agreement to continue to do so.

27. **ASSIGNMENT:** Neither party may assign any rights, or transfer any obligations, under this Agreement, without the prior written agreement of the parties.

28. **ASBESTOS HAZARD EMERGENCY RESPONSE ACTION (AHERA):** All contract work that is performed for the District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District buildings.

29. **NO SMOKING POLICY:** All District sites are designated as non-smoking.

30. **FINGERPRINTING:** Unless waived by express action of the District, the Contractor and all of its agents and employees on the project work site must comply with the fingerprinting requirements of Education Code Sec. 45125.1. This section is an integral part of the service agreement and completion is required before the commencement of the contract.

31. **RATIFICATION:** This Agreement is subject to discretionary approval by the Board of Education of the District. This Agreement shall not be effective against the District until such time that Board of Education ratifies this Agreement.

32. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous agreements, oral or written, with respect to the subject matter hereof. This Agreement may not be amended, modified, revised or supplemented in any way, except in a writing signed by Contractor and District.

[signatures on next page]

AGREED TO AND ACCEPTED:

Contractor:

District:

Sierra Schools Equipment Company

Rocklin Unified School District

By: 
Official Authorized Signature

By: 
Official Authorized Signature

Patrick G. McDermott
Printed Name

ROGER STOCK
Printed Name

Its: Vice-President
Title

Its: SUPERINTENDENT
Title

November 12, 2015
Date

11-20-15
Date

License Number: 422359

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826. (Business and Professions Code section 7030.)

WORKERS COMPENSATION CERTIFICATE

(AS REQUIRED BY SECTION 1861 OF THE CALIFORNIA LABOR CODE)

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

CONTRACTOR: Sierra School Equipment Company

By: 

Title: Patrick G. McDermott, Vice-President

EXHIBIT "A"

SIERRA SCHOOL EQUIPMENT COMPANY

A CALIFORNIA CORPORATION

CALIFORNIA CONTRACTORS LICENSE # 422359
P.O. BOX 80667 • 93380-0667
1911 MINERAL COURT
BAKERSFIELD, CALIFORNIA 93308-6812
PHONE (661) 399-2993 • FAX (661) 399-0218

SCOPE LETTER

LOCKER INSTALLATION

PROJECT: Whitney High School Locker Installation – Rocklin, CA
OWNER: Rocklin Unified School District
DATE/TIME: September 28, 2015

QUOTE FOR: LOCKER INSTALLATION

1 LOT AS NOTED BELOW

- Sierra School Equipment Company will provide labor to install 33 columns of Penco KD Lockers. Assembly hardware to be provided by the Owner. Installation includes assembly and anchoring of lockers. Labor to be performed during normal business hours (Monday – Friday; 8:00 AM – 5:00 PM).

PRICE: Work as noted above:\$2,770.00

QUALIFICATIONS:

- 1) Any Additional Components required to complete the installation will be conducted via a change order.
- 2) If a license is required to be provided to comply with a local jurisdiction, such as a city business license or any other local compliance fees or licenses, the cost is not included in our proposal and said cost will need to be added to the subcontract amount if the general contractor requires said license to be provided.
- 3) If we are awarded the purchase order for this portion of work, it must be noted in the purchase order that our quote is based on current sales tax rates for Placer County.
- 4) Prices quoted are based on installing the above-described equipment in accordance with the manufacturer's published standard installation.

INSURANCE QUALIFICATIONS:

- 1) We shall provide insurance coverage for our work per the attached Certificate of Insurance.
- 2) If Additional Insured status is required we shall use blanket endorsement #CG D2 46 10 02. This form is equivalent to CG2010 07 04 that our insurance company has filed with the State of California Department of Insurance. This may or may not be the additional insured endorsement you request. We cannot provide the CG2010 1085 or 11/85 form.
- 3) Our general liability policy includes waiver of subrogation and primary insurance wording. We cannot provide severability of interest or cross liability coverage.

STANDARD SUBCONTRACT / PURCHASING AGREEMENT QUALIFICATIONS:

We reserve the right, upon review of the Subcontract / Purchasing Agreements, to request modifications as needed to these documents. We will not agree to a blanket request to execute subcontract forms and agreements without modification.

ADDENDA: Not Applicable
BONDS: We are bondable, but the bond price is NOT included. Our bond rate is 2.00%.
WAGE: We are non-union, but we pay prevailing wage.
STATUS: We are not MBE, WBE, DVBE or SBE.
QUESTIONS: Contact Steven McDermott @ (661) 345-4761 or stevenmcdermott@ssecinc.com
 Contact Tony Hellus @ (435) 574-2464 or tonyhellus@ssecinc.com

CONTRACTOR'S LICENSE NUMBER: 422359

EXPIRATION DATE: 5/31/2016

Prices quoted are based on furnishing the above-described equipment in accordance with the manufacturer's published standard construction specifications (unless otherwise noted) and specifically exclude furnishing products by any other manufacturer or to any other specification. Prices quoted are valid for 30-days. If we do not receive a Purchase Order within 30-days, the proposal is subject to an escalation. Pricing is based on work being completed in calendar year 2015.

Date: September 28, 2015

SIERRA SCHOOL EQUIPMENT COMPANY

Steven R. McDermott
 Steven R. McDermott
 SRM/awh

**VERIFICATION OF CONTRACTOR
AND SUBCONTRACTORS' DIR REGISTRATION**

I am the Vice-President of Sierra School Equip. Co. ("Bidder") submitting the
(Title/Position) (Bidder Name)

accompanying Bid Proposal for the Work described as Labor to Install owners lockers

1. The Bidder is currently registered as a contractor with the Department of Industrial Relations ("DIR").

2. The Bidder's DIR Registration Number is: 1000003627. The expiration date of the Bidder's DIR Registration is June 30, 2016.

3. If the Bidder is awarded the Contract for the Work and the expiration date of the Bidder's DIR Registration will occur: (i) prior to expiration of the Contract Time for the Work; or (ii) prior to the Bidder completing all obligations under the Contract for the Work, the Bidder will take all measures necessary to renew the Bidder's DIR Registration so that there is no lapse in the Bidder's DIR Registration while performing Work under the Contract.

4. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.

5. The Bidder has independently verified that each Subcontractor identified in the Subcontractors list submitted with the Bid Proposal of the Bidder is currently a DIR registered contractor.

6. The Bidder has provided the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors' list or within twenty-four (24) hours of the opening of Bid Proposals for the Work, the Bidder will provide the District with the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors List.

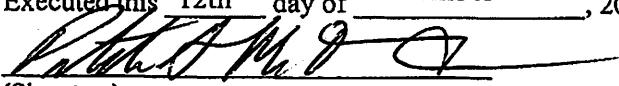
7. The Bidder's solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.

8. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder's Bid Proposal is subject to rejection for non-responsiveness.

9. I have personal first hand-knowledge of all of the foregoing.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Executed this 12th day of November, 2016 at Bakersfield, CA
(City and State)


(Signature)

Patrick G. McDermott, Vice-President

(Name, typed or printed)

Whitney High School
701 Wildcat Blvd.

Sub-contractors Sierra School Equipment Company Please type or print legibly

Company Name: Sierra School Equipment Company

Company Address: P.O. Box 80667, Bakersfield, CA 93380-0667

Contractor's Lic. No.: 422359 DIR Registration No.: 1000003627 Tax ID: 95-3159131

Contact Name: Patrick G. McDermott Phone No.: 661-399-2993 E-mail: patmcdermott@ssecinc.com

DIR Classification(s) of workers to be utilized: N/A - SSEC subcontracts out all labor
Check all that apply:

- | | | | |
|---|---|--|---|
| <input type="checkbox"/> Asbestos | <input type="checkbox"/> Bricklayers | <input type="checkbox"/> Carpenters | <input type="checkbox"/> Carpet/Linoleum |
| <input type="checkbox"/> Cement Masons | <input type="checkbox"/> Drywall Finisher | <input type="checkbox"/> Drywall Lather | <input type="checkbox"/> Electrician |
| <input type="checkbox"/> Elevator Mechanic | <input type="checkbox"/> Glazier | <input type="checkbox"/> Iron Worker | <input type="checkbox"/> Laborer |
| <input type="checkbox"/> Landscape Maint. | <input type="checkbox"/> Operating Engineer | <input type="checkbox"/> Modular Furn. Installer | <input type="checkbox"/> Painter |
| <input type="checkbox"/> Pipe Trades/Plumber | <input type="checkbox"/> Plaster | <input type="checkbox"/> Roofers | <input type="checkbox"/> Sheetmetal/HVAC |
| <input type="checkbox"/> Sound/Communications | <input type="checkbox"/> Surveyors | <input type="checkbox"/> Teamster | <input type="checkbox"/> Telecom Technician |

2nd Tier Sub for Sierra School Equipment Company

Company Name: K&M Installations Inc.

Company Address: 1398 Maple Drive, Oakley, CA 94561

Contractor's Lic. No.: 562690 DIR Registration No.: 1000011144 Tax ID:

Contact Name: Marc Dunn Phone No.: 925-392-8894 E-mail:

DIR Classification(s) of workers to be utilized:
Check all that apply:

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> Asbestos | <input type="checkbox"/> Bricklayers | <input type="checkbox"/> Carpenters | <input type="checkbox"/> Carpet/Linoleum |
| <input type="checkbox"/> Cement Masons | <input type="checkbox"/> Drywall Finisher | <input type="checkbox"/> Drywall Lather | <input type="checkbox"/> Electrician |
| <input type="checkbox"/> Elevator Mechanic | <input type="checkbox"/> Glazier | <input type="checkbox"/> Iron Worker | <input type="checkbox"/> Laborer |
| <input type="checkbox"/> Landscape Maint. | <input type="checkbox"/> Operating Engineer | <input checked="" type="checkbox"/> Modular Furn. Installer | <input type="checkbox"/> Painter |
| <input type="checkbox"/> Pipe Trades/Plumber | <input type="checkbox"/> Plaster | <input type="checkbox"/> Roofers | <input type="checkbox"/> Sheetmetal/HVAC |
| <input type="checkbox"/> Sound/Communications | <input type="checkbox"/> Surveyors | <input type="checkbox"/> Teamster | <input type="checkbox"/> Telecom Technician |

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Proposal for Whitney High School Electrical Load Redistribution Project

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

Background:

In order to accommodate the electrical solar panel distribution at Whitney High School, the District went out to bid for the electrical load redistribution project. This work is scheduled to be completed the week of December 22, 2015.

Status:

Bids for the "Electrical Load Redistribution Project at Whitney High School" were solicited by phone and advertisement in the newspaper and opened by the District on December 11, 2015 at 2:00 p.m.

Bids were reviewed by the Senior Director Facilities, Maintenance & Operations, Assistant Director of Facilities & Maintenance and the Energy Education Specialist.

Presenter:

Craig Rouse, Senior Director, Facilities, Maintenance & Operations

Financial Impact:

Current year:
Future years: N/A
Funding source: 01

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 bid for the Electrical Load Redistribution project at Whitney High School and authorization of the Superintendent or designee to sign on its behalf.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Reject Claim No. R15-04
DEPARTMENT: Office of the Deputy Superintendent, Business & Operations

Background:

It is standard practice for the Board to reject claims.

Status:

This claim will be forwarded to Woodruff Sawyer & Co. after rejection.

Presenter:

Barbara Patterson, Deputy Superintendent, Business & 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:

Confidential copy of the claim is included in board's packet.

Recommendation:

Staff recommends the Board reject claim number R15-04.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Reject Claim No. R15-05
DEPARTMENT: Office of the Deputy Superintendent, Business & Operations

Background:

It is standard practice for the Board to reject claims.

Status:

This claim will be forwarded to Woodruff Sawyer & Co. after rejection.

Presenter:

Barbara Patterson, Deputy Superintendent, Business & 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:

Confidential copy of the claim is included in board's packet.

Recommendation:

Staff recommends the Board reject claim number R15-05.

BOARD AGENDA BRIEFING

SUBJECT: Approve Request for Authorization from Whitney Athletics Booster Association for 2015-16

DEPARTMENT: Office of the Deputy Superintendent, Business & Operations

Background:

Parent organizations and/or booster clubs are organized for the purpose of supporting district and extracurricular programs, such as athletic teams, debate teams, and musical groups and helps achieve the district's vision for student learning.

Whitney HS currently has a PTC that supports academics. The PTC board did not feel they had the time, resources or parent support to financially assist the athletic department. The Whitney Athletics Booster Association has been formed to support the athletics department. The PTC and the new Athletic Booster Association plan to work as two cohesive groups to support the students of Whitney High School.

Per Board Policy 1230, any organization that desires to be a school-connected organization to raise money to benefit any district student shall submit a request for authorization to the Board annually in order for the Board to fulfill its legal and fiduciary responsibility to manage district operations.

Status:

Whitney High School has created the Whitney Athletics Booster Association, a new booster club whose primary purpose is to assist students attending Whitney High School by carrying out activities and events that raise funds and contributing these monies to be used for athletic and extracurricular activities.

Presenter:

Barbara Patterson, Deputy Superintendent, Business & 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:

Request for Authorization form.

Recommendation:

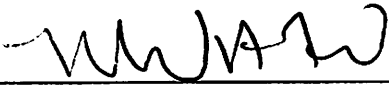
Staff recommends approval of the Request for Authorization for 2015-16 for the Whitney Athletics Booster Association.

ROCKLIN UNIFIED SCHOOL DISTRICT
REQUEST FOR AUTHORIZATION FOR 2015-16
PTC/Booster Clubs

In order to help the Board of Trustees fulfill its legal and fiduciary responsibility to manage district operations, any school-connected organization that desires to raise money to benefit any district student shall submit a request for authorization along with a financial statement showing all income and expenditures from fundraisers to the Board, in accordance with Board policy and administrative regulation.

As a PTC/Booster Club, we are hereby requesting authorization to the Board to raise funds for the 2015-16 school year.

Whitney Athletics Booster Association
Name of School Site / PTC or Booster Club


Signature of PTC/Booster Club President

11/5/15
Date


Signature of School Site Principal

11-5-15
Date

BOARD AGENDA BRIEFING

SUBJECT: Approve Resolution No. 15-16-11 - Resolution of Intent to Receive Sewer Easement Located at Lot C and Fenway Circle North in the City of Rocklin from John Mourier Construction, Inc. to the Rocklin Unified School District

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

Background:

There is a requirement that areas containing underground utilities have an easement granted to the appropriate agency for the purpose of ingress and egress rights to access said easement. A sewer easement has been completed and located at Lot C and Fenway Circle North in the City of Rocklin.

Status:

California Education Code section 17557 requires that prior to receiving easements, the Board of Trustees must pass, by a two-thirds vote, a resolution of intention to receive the easement followed by a public hearing to receive public input regarding the receiving of the easement no sooner than ten days later. Resolution No. 15-16-11, announcing the intention to receive the easement and establishing a public hearing for the January 20, 2016 Board meeting is presented for approval.

Presenter:

Craig Rouse, 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:

Resolution No. 15-16-11 and Grant of Sewer Easement

Recommendation:

Staff recommends the Board adopt Resolution No. 15-16-11 announcing the intention to receive a sewer easement located at Lot C and Fenway Circle North in the city of Rocklin from John Mourier Construction, Inc. to the Rocklin Unified School District and setting January 20, 2016 as a public hearing date to receive input regarding the grant.

RESOLUTION NO. 15-16-11

**BEFORE THE BOARD OF TRUSTEES OF THE
ROCKLIN UNIFIED SCHOOL DISTRICT**

In the Matter of: RESOLUTION OF INTENTION
TO RECEIVE A SEWER EASEMENT LOCATED AT
LOT C AND FENWAY CIRCLE NORTH IN THE CITY
OF ROCKLIN, FROM JOHN MOURIER CONSTRUCTION, INC,
TO THE ROCKLIN UNIFIED SCHOOL DISTRICT

The following RESOLUTION was duly adopted by the Board of Trustees of the Rocklin Unified School District at a regular meeting held on the 16th day of December 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, John Mourier Construction, Inc. is the owner of certain real property known as Lot C and Fenway Circle North in the City of Rocklin, Placer County, California;

WHEREAS, it is necessary to receive a sewer easement from John Mourier Construction, Inc. for the purpose of ingress and egress rights to access said easement on the certain real property as identified in Exhibit A;

WHEREAS, John Mourier Construction, Inc. wishes to establish a Sewer Easement and intends to grant said easement to the Rocklin Unified School District;

WHEREAS, pursuant to California Education Code section 17557, the Board of Trustees ("the Board") must declare its intention to dedicate or convey real property, including the granting of easements, and shall fix a time not less than 10 days thereafter for a public hearing to receive public input regarding the dedication or conveyance;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board finds that:

1. The above recitals are true and correct.
2. The Board does intend to receive an Easement as described in Exhibit A, Sewer Easement.
3. The Board establishes its next regularly scheduled meeting of January 20, 2016 as the public hearing to hear any and all questions of the granting of the easement.

Recording Requested By
And Return To:

EXHIBIT "A"

Rocklin Unified School District
2615 Sierra Meadows Drive
Rocklin, CA 95677
Attention: Craig Rouse
Senior Director Facilities,
Maintenance & Operations

APN: 045-011-024

GRANT OF SEWER EASEMENT

JOHN MOURIER CONSTRUCTION, INC., A CALIFORNIA CORPORATION, ("GRANTOR"), does hereby GRANT to the **ROCKLIN UNIFIED SCHOOL DISTRICT** (the "DISTRICT"), a perpetual non-exclusive easement to repair, maintain and replace sanitary sewer facilities located within that portion of GRANTOR'S property located in the City of Rocklin, County of Placer, State of California, as more particularly described and shown in Exhibits "A" and "B", attached hereto and incorporated by reference herein.

The GRANTOR(s), its successors and assigns agree that:

1. As a part of its subdivision improvements, GRANTOR will be constructing the sewer facilities shown on the subdivision improvement plans for Subdivision No. 2013-03 Parklands North approved by the City. The sewer facilities will be located in, across and under Lot C and Fenway Circle North, as shown on the Final Map of Parklands North, filed in Book ___ of Maps, at Page ___, Placer County Records (the "Final Map"), and shall terminate on the North boundary line of Lot C.
2. The DISTRICT shall have the right to use the sewer facilities constructed by GRANTOR to transport effluent from DISTRICT's Property to the public sanitary sewer system within in Fenway Circle North.
3. From and after the date the City accepts the subdivision improvements constructed by GRANTOR pursuant to the subdivision improvement plans, DISTRICT shall have the right to maintain, repair and replace the sewer facilities constructed by GRANTOR.
4. The DISTRICT, at its sole cost and expense, shall comply with all requirements of the South Placer Municipal Utility District pertaining to the connection to and use of the sewer facilities constructed by GRANTOR and the public sanitary sewer system.
5. The GRANTOR does hereby grant to the DISTRICT, ingress and egress rights to access said easement for maintenance purposes over Fenway Circle (i.e., Lot G) as shown on the Final Map. Once the City has accepted the subdivision improvements, GRANTOR shall

not thereafter allow any obstructions on Lot C which may impede or interfere with the DISTRICT'S use of or access to said easement.

6. The DISTRICT shall have the right, but not the obligation to cut, trim, remove trees, brush, and/or remove other unauthorized obstructions on Lot C which may impede or interfere with the DISTRICTS use of the easement. So long as the DISTRICT uses reasonable care in exercising its rights under this Paragraph 4, DISTRICT shall not be liable for damage to the trees, brush and/or other unauthorized obstructions cut trimmed and/or removed pursuant to this Paragraph 5.
7. Except as otherwise provided in Paragraph 54 above, the DISTRICT shall be liable for any all damage to GRANTOR(s) landscaping, roadway and other improvements resulting from the DISTRICT's exercise of its rights under this easement.
8. All provisions of this easement, including the benefits and burdens, run with the land and are binding upon and inure to the GRANTOR(s), the DISTRICT, and their heirs, assigns, successors, tenants and personal representatives.
9. Signator for GRANTOR(s) warrant that it has the legal authority to bind the party hereto and GRANTOR(s) warrant that it may legally grant the rights described herein.

Dated: _____, 2015

JOHN MOURIER CONSTRUCTION, INC., A CALIFORNIA CORPORATION,

By: _____

Print Name: _____

Title: _____

ROCKLIN UNIFIED SCHOOL DISTRICT,

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"
LEGAL DESCRIPTION
SEWER EASEMENT

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF ROCKLIN, COUNTY OF PLACER, AND STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 2 AS SHOWN ON PARCEL MAP OF "AMENDED DEL MAR BUSINESS PARK", FILED IN BOOK 34 OF PARCEL MAPS, AT PAGE 137, PLACER COUNTY RECORDS, AND BEING A STRIP OF LAND 16 FEET IN WIDTH WHICH THE CENTERLINE IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID PARCEL 2 FROM WHICH THE NORTHEAST CORNER OF SAID PARCEL 2 BEARS SOUTH 89°55'50" EAST, A DISTANCE OF 157.39 FEET, THENCE LEAVING SAID NORTH LINE SOUTH 00°04'10" WEST, A DISTANCE OF 45.00 FEET TO A POINT OF TERMINATION.

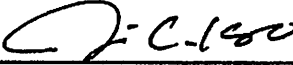
THE SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED TO TERMINATE AT THE NORTH LINE OF SAID PARCEL 2.

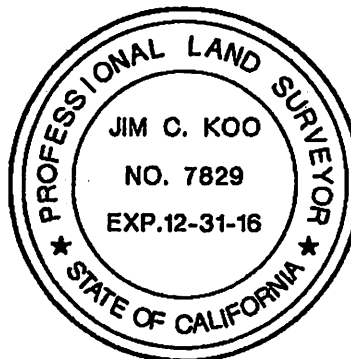
CONTAINING A TOTAL AREA OF 720 SQUARE FEET, MORE OR LESS.

THE ATTACHED PLAT ENTITLED "EXHIBIT B" IS MADE A PART OF THIS LEGAL DESCRIPTION.

END OF DESCRIPTION

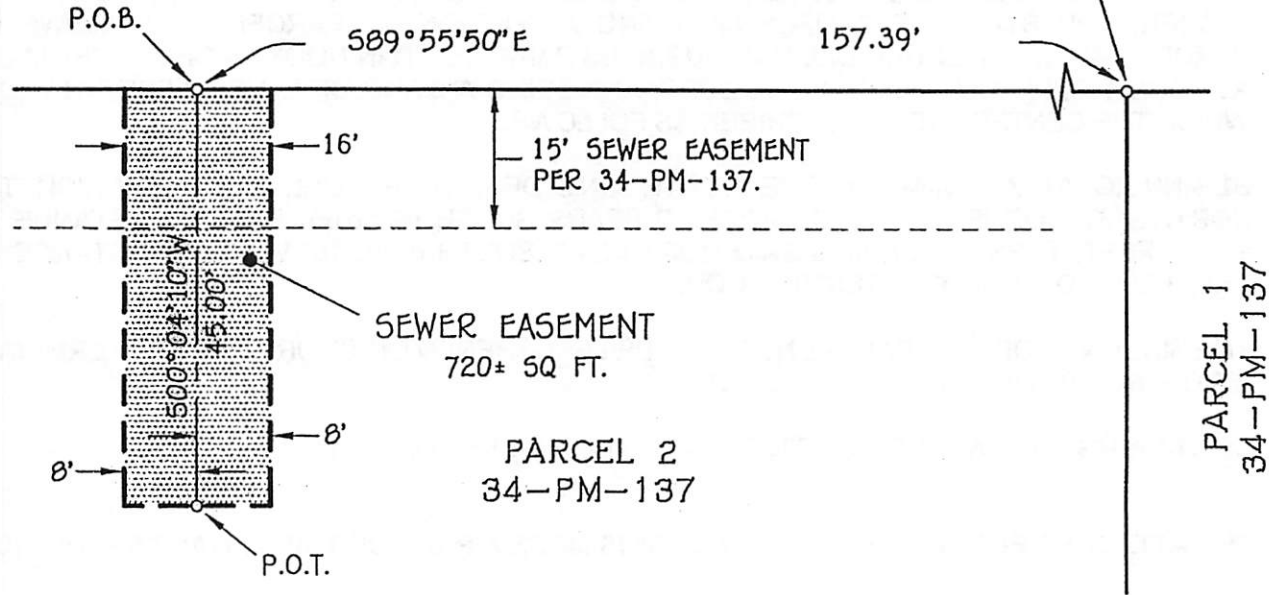
THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION PURSUANT TO THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT.


WRITTEN BY: JIM C. KOO, P.L.S. 7829
EXP. DATE: DECEMBER 31, 2016
DATE PREPARED: JUNE 25, 2015



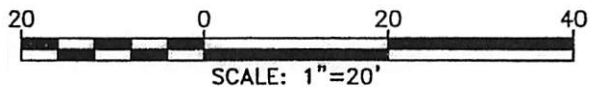
ROCKLIN UNIFIED SCHOOL DISTRICT
 DOC# 2002-0075370

NORTHEAST CORNER OF
 PARCEL 2, 34-PM-137



LEGEND:

P.O.B. POINT OF BEGINNING
 P.O.T. POINT OF TERMINATION



B BURRELL
 CONSULTING
 GROUP, INC.
 1001 Enterprise Way, Suite 100
 Roseville, CA 95678 (916) 783-8898

EXHIBIT "B"
 PORTION OF PARCEL 2
 34-BM-137
SEWER EASEMENT

CITY OF ROCKLIN

CALIFORNIA

DRAWN BY: MJ
 CHECKED BY: JCK

DATE: 6-25-2015

REVISED:

SCALE: 1"=20'

JOB NO. 1831-00-1090

ROCKLIN UNIFIED SCHOOL DISTRICT

Item 11.15
CONSENT
December 16, 2015

BOARD AGENDA BRIEFING

SUBJECT: Approve Design Services for the Whitney High School Synthetic Turf and Track Replacement Project

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

Background:

In order to accommodate the recommendations from the Synthetic Field and Track assessment, the district has the need for design services for the Whitney High School Synthetic Field and Track replacement project. In order to meet the construction schedule timeline, Verde Design will need to start the construction design drawings by the end of December so that the project can go out to bid in February 2016 and start construction in the summer of 2016.

Status:

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

Presenter:

Craig Rouse, Senior Director, Facilities, Maintenance & Operations

Financial Impact:

Current year: \$24,800
Future years: N/A
Funding source: Fund 1 (Routine Restricted Maintenance Account)

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

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

Packet Information:

Proposal with Verde Design

Recommendation:

Staff recommends Board approval of the attached proposal with Verde Design for design services as required for the replacement of the synthetic field and track at Whitney High School and authorize the Superintendent or his designee to sign on its behalf.

ROCKLIN UNIFIED SCHOOL DISTRICT

Facilities, Maintenance and Operations
2615 Sierra Meadow Way Drive, Rocklin, CA 95677 916-630-3188

INDEPENDENT CONSULTANT AGREEMENT For Professional Services

This Independent Consultant Agreement for Professional Services (“Agreement”) is made and entered into as of the **16th day of December, 2015** by and between the Rocklin Unified School District, 2615 Sierra Meadows Drive, Rocklin, California 95677 (“District”) and **(Verde Design, 1024 Iron Point Road, Folsom, California 95630)** (“Consultant”), (together, “Parties”).

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference (“Services” or “Work”). The scope of services will generally consist of the following:

- 1.1 **Design Services for the Whitney High School Synthetic Turf Field and Track Replacement Project**

The scope of services is more specifically indicated on the following forms:

Exhibit “A” Proposal No. 15137011707M from **Verde Design** and is subject to the terms and conditions of this Agreement.

N/A. Exhibit “B” must be completed specifically for this Agreement, with all appropriate boxes checked to indicate the type(s) of Inspection(s) and/or testing that will be performed as part of the scope of this Agreement.

- 1.2 The Services shall be performed on the following project(s) / site(s) (“Project”):

- Whitney High School**

- 1.3 The Consultant’s Services at any one of the sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Consultant’s Services at other site(s). The provisions of this Agreement shall apply to the Consultant’s Services at each site, without regard to the status of the remaining component(s). Consultant shall invoice for each inspection and test separately and for each site separately and District shall compensate Consultant for each site separately based on the level and scope of Services completed for each site.
2. **Term.** The term of this Agreement shall be no longer than the period of construction of the Project, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Fingerprinting/Criminal Background Investigation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form

Consultant agrees to submit any other documentation as may be required pursuant to this Agreement applicable to the scope of services for the Project(s) listed herein.

4. **Compensation.** As full consideration for the satisfactory completion of the services required pursuant to this Agreement, District agrees to pay Consultant on an hourly basis and/or a per unit basis, as indicated in Exhibit "A" equal to an amount not to exceed **(Twenty Four Thousand Eight Hundred Dollars (\$24,800))**. District shall pay Consultant according to the following terms and conditions:

- 4.1 Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
- 4.2 Consultant shall prepare a separate invoice for each school site, if Consultant works at more than one site. The itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.
- 4.3 All payments to Consultant hereunder shall be issued pursuant to a processed and executed Purchase Order and comply with the following important instructions, as applicable, to the scope of services for the Project(s):
- 4.3.1 Accept no order as valid except on this form;
- 4.3.2 All labor, equipment and materials shall be in accordance with the latest Federal, State and Local codes, rules and regulations. Nothing in the purchase order is to be construed to permit work, furnish equipment or materials, not conforming to these laws;
- 4.3.3 N/A. Transportation charges must be prepaid and shown on the invoice. If quoted FOB shipping point, enclose original receipted freight bill with invoice. **Shipments are to be made to the "Ship Prepaid To" address of the Rocklin Unified School District address listed herein;**
- 4.3.4 N/A. A delivery slip must accompany each shipment;
- 4.3.5 N/A. There must be a separate invoice for each order;

4.3.6 **N/A.** Invoices for merchandise must be itemized, stating quantity, price and amounts of each item. Invoices for repairs must itemized as to material and time, and rate of labor.

4.3.7 **Invoice To:** Rocklin Unified School District, Attn: Accounting Department, 2615 Sierra Meadows Drive, Rocklin, CA 95677, (916) 630-3188.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:

5.1 Not applicable.

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. **N/A. Labor Compliance Program.** The Consultant shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with the persons responsible for operation of the District's Labor Compliance Program. If the Consultant employs subcontractor(s), the Consultant shall ensure that its contract(s) with its subcontractor(s) include language notifying the subcontractor(s) of the District's Labor Compliance Program, if any.

8. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

8.1 Not applicable.

9. **Performance of Services.**

9.1 **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently

accepted principles and practices of its profession for services to California school districts.

9.2 **Meetings.** Consultant and District agree to participate in regular meetings, as described in the attached Exhibit "A", to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

9.3 **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

10. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

11. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

12. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

13. **Termination.**

13.1 **Without Cause By District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

13.2 Without Cause By Consultant. Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

13.3 With Cause By District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

13.3.1 material violation of this Agreement by the Consultant; or

13.3.2 any act by Consultant exposing the District to liability to others for personal injury or property damage; or

13.3.3 Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of the Service(s) pursuant to this Agreement, the Consultant shall immediately pay such excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fee, and/or cost. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

14. Indemnification. To the furthest extent permitted by California law, Consultant shall defend hold harmless and indemnify the District (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 Consultant's performance of this Agreement or breach of its terms.

15. Insurance.

15.1 The Consultant shall procure and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-, VI" in Best Insurance Rating Guide and admitted to transact insurance business in California.

15.1.1 Commercial General Liability. Commercial General Liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence;

15.1.2 Automobile Liability Insurance. Commercial Any Auto Automobile Liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence;

15.1.3 Professional Liability Insurance (Errors and Omissions). Professional Liability Insurance (Errors and Omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and

15.1.4 Workers' Compensation Insurance. Workers' Compensation Insurance as required by law.

Consultant's policy shall contain an endorsement naming the District as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the District at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage.

Consultant shall furnish the District with a certificate of insurance containing the endorsements required under this section, and the District shall have the right to inspect Consultant's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, Consultant shall immediately file with the District a certified copy of the required new or renewal policy and certificates for such policy.

Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.

15.2 Proof of Carriage of Insurance. The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates or insurance policies shall include the following:

15.2.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the

District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice.”

15.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

15.2.3 An endorsement stating that the District and the State and their agents, Program Manager, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.

15.2.4 All policies except the Professional Liability Policy shall be written on an occurrence form.

16. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

17. **Compliance With Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

18. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

19. **Employment With Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

20. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the

Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

21. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.
22. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least 3 percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Consultant must submit, upon request by District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
23. **No Rights In Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 24.1 Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 24.2 Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
25. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
26. **Ratification.** This Agreement shall not be effective against the District until such time that Board of Education ratifies this Agreement.
27. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure

of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

28. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:
Rocklin Unified School District
2615 Sierra Meadows Drive
Rocklin, CA 95677
ATTN: Senior Director Facilities, Maintenance
and Operations

Consultant:
Verde Design
1024 Iron Point Road
Folsom, CA 95630
ATTN: Tony Wood

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

29. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
30. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
31. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
32. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
33. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

34. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
35. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
36. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
37. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
38. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
39. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 20____

Dated: DEC. 2, _____, 2015

Rocklin Unified School District

Verde Design

By: _____

By:  _____

Print Name: Barbara Patterson

Print Name: DEVIN CONWAY

Print Title: Deputy Superintendent
Business Services

Print Title: PRINCIPAL

Information regarding Consultant:

Consultant: VERDE DESIGN INC

License No.: 56494

Address: 2455 THE ALAMEDA STE 200
SANTA CLARA CA 95050

Telephone: 408-985-7200

Facsimile: 408-985-7260

E-Mail: Sandy@Verdedesigninc.com

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: CALIFORNIA
- Limited Liability Company
- Other: _____

20-8974203
Employer Identification and/or Social Security Number

NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: DECEMBER 2, 2015

Name of Consultant or Company: VERDE DESIGN INC

Signature: 

Print Name and Title: DEVIN CONWAY, PRINCIPAL

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services ("Agreement"):

[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]
Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: 12-2-15
District Representative's Name and Title: CRAG ROUSE SENIOR DIRECTOR FACILITIES M&O
Signature: Craig Rouse

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

_____ The installation of a physical barrier at the worksite to limit contact with pupils.

_____ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

_____ Surveillance of Employees by District personnel. **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**

Date: _____

District Representative's Name and Title: _____
Signature: _____

[MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE.] I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

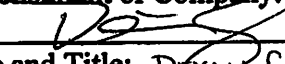
Date: DECEMBER 2, 2014
Name of Consultant or Company: VERDE DESIGN INC
Signature: 
Print Name and Title: DEVLIN CONWAY, PRINCIPAL

EXHIBIT "A"

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's Proposal is made part of this Agreement, as is attached hereto.

EXHIBIT "A"

December 1, 2015

Mr. Craig Rouse
Sr. Dir. of Facilities & Operations
Rocklin Unified School District
2615 Sierra Meadows Drive
Rocklin, CA 95667



VERDE DESIGN

LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
SPORT PLANNING & DESIGN

1024 Iron Point Road
Folsom, CA 95630
tel: 916.415.8554
fax: 408.985.7280
www.verdedesigninc.com

RE: Whitney HS - Synthetic Turf Replacement/ All Weather Surface Resurface
Rocklin Unified School District
Verde Design Project Number 15137011707M

Dear Craig,

Per our meeting on Wednesday, November 4th, we understand that the Rocklin Unified School District (District) is requesting Verde Design, Inc (Consultant) to prepare a proposal for replacement of the existing synthetic turf field and resurface of the all-weather track at Whitney HS. This proposal shall remain valid for a period of sixty (60) days.

PROJECT UNDERSTANDING

Verde Design prepared assessments of the existing synthetic turf fields and running tracks at Whitney and Rocklin HSs for the District in a report dated 11/04/15. Among the findings of that report at Whitney HS, were the following; the existing Sprinturf field at Whitney HS was installed in 2003 as a 2.5" monofilament with SBR infill on a stone base with perimeter drainage. The all-weather track surfacing was installed in 2005 as a base mat impermeable spray.

GMax testing of the field revealed an average of 180.3 with a high reading of 232.5. Average infill was 1.0" depth remaining from the 1.75" originally installed. Maintenance staff reports that numerous seam repairs are required on a continual basis. The field currently has ponding in heavy rains in areas that have appeared to settle. The existing all-weather surface is showing wear at the high traffic areas that has exposed the SBR base layer.

The District intends to assemble construction documents, drawings and specifications, for Whitney HS in a single bid package for solicitation of CMAS bids for the all-weather track resurfacing and synthetic turf replacement, demolition and base repairs through an RFP process. Following receipt of RFPs, the District intends to interview selected vendors before final selection. The District intends to complete the improvements at Whitney HS in the summer of 2016. The scope of work is not anticipated to require DSA review.

PROJECT APPROACH

Verde Design will prepare construction documents for and assist the District in solicitation, evaluation and selection of CMAS bids for new synthetic turf, all-weather track resurfacing, and required demolition, base and miscellaneous repairs.

SCOPE OF SERVICES

Verde Design proposes the following detailed scope of work for the above referenced Project Understanding:

A. Project Start-up / Scope Validation:

1. Attend one (1) project kick-off meeting with the District and necessary site staff to establish the detailed design of the project systems, confirm delivery method, project scope, budget and timeline parameters.
2. Prepare CAD base from District provided topographical survey.
3. Develop a preliminary improvement plan and associated project Rough Order of Magnitude (ROM) budget for the project.

4. Attend one (1) meeting with the District to review design and budget and receive authorization to proceed into Design Development.
- B. Design Development Phase**
The purpose of the Design Development (DD) phase is to provide the District a clear understanding of the specific elements proposed for the projects.
1. Develop a design development package (roughly equivalent to a 35% CD set), which will include the following:
 - a. Drawings
 - i. Cover Sheet/Signature Plan
 - ii. Existing Conditions Plan
 - iii. Demo & Base Remediation Plan
 - iv. Layout & Material Plan
 - v. Construction Details as required
 - b. Statement of Probable Construction Costs
 - c. Technical Project Specifications (District to provide front end documents and general specifications)
 2. Submit two (2) sets of the package to the District for review and approval to proceed to 90% CD Documentation.
 3. Internal redline review and Quality Control
 4. Attend one (1) meeting with the District to review the DD Package, receive comments and address questions. Confirm alignment of DD package, including costs, schedule and scope. Receive direction from District to proceed into construction documentation phase.
- C. Construction Documentation Phase**
1. Incorporate comments received from Design Development submittal and develop documentation to a 90% CD Submittal level.
 2. 90% CD Submittal Package will include the following:
 - a. Drawings
 - i. Cover Sheet/Signature Plan
 - ii. Existing Conditions Plan
 - iii. Demo & Base Remediation Plan
 - iv. Layout & Material Plan
 - v. Construction Details as required
 - b. Statement of Probable Construction Costs
 - c. Technical Project Specifications (Division 2)
 3. Internal redline review and Quality Control
 4. Submit 90% CD Submittal Package electronically via PDF files to the District for review and approval to proceed to Final Bid Construction Documentation.
 5. Attend one (1) meeting with the District to review the 90% CD Submittal Package, receive comments, address questions and receive approval to complete Final Bid Construction Documentation.
- D. Bid Administration**
Assistance in Bid Administration to include;
1. Provide (1) sealed and wet signed reproducible set of Final Bid Submittal.
 2. Contact and coordinate with potential bidders and suppliers.
 3. Attend (1) site walk and pre-bid meeting.
 4. Answer questions during bidding.
 5. Assist District in preparing addenda if necessary.
 6. Attend (1) meeting with District to review CMAS bids and interview potential suppliers.

E. Construction Services

Construction services are based on our current understanding of the project scope, schedule and delivery method. Changes beyond our control may impact the necessary scope of construction services beyond those listed. Proposed construction administration services are as follows:

1. Attend one (1) pre-construction meeting.
2. Attend up to six (6) weekly site meetings, including site observation walks, considering weather and construction schedule.
3. Process and coordinate submittals and shop drawings.
4. Respond to questions, RFI responses, clarifications, substitution requests and assist District with Change Orders if necessary.

F. Project Close-Out

Verde Design will provide the following services as project close-out:

1. Attend (1) substantial completion walk-through and generate punch list.
2. Attend (1) final site walk with District to accept project.
3. Review of as-built plans.
4. Warranty evaluation.
5. Engineer's Notice of Completion.

PROJECT TIMELINE

Verde Design estimates the following project schedule based on the above scope:

A.	Project Start-up / Scope Validation:	4 weeks
B.	Design Development:	4 weeks
C.	Construction Documentation:	6 weeks
D.	Bid Administration	TBD
E.	Construction Services:	TBD
F.	Project Closeout	TBD

Note: The above timelines include estimates of District required review times, but excludes review time for any public agency.

DISTRICTS RESPONSIBILITIES

In order to complete the items described in Scope of Services above, we respectfully request that RUSD provide the following information:

A. Guidelines and Requirements

1. RUSD design guidelines as it relates to the proposed improvements and anticipated users.
2. Development and maintenance practice guidelines.

B. Project and Site Information

1. Any available as-built drawings.
2. Front end specifications for public bid including General and Supplementary conditions.
3. Topographic and utility survey prepared by others.
4. Other pertinent data including infrastructure locations and sizes and depths of electrical, sewer, storm and potable water lines that may impact the planned improvements.

SPECIAL PROVISIONS

A. Without attempting to be all-inclusive and for purposes of clarity, the following items are **specifically not included in the Scope of Services:**

1. Meetings other than those listed.
2. Presentations to public bodies.
3. Civil, Electrical, Geotechnical, and Structural Engineering

4. Egress lighting
5. Architectural Services
6. Construction Management services.
7. Subsurface and utility investigation/validation.
8. Topographic Survey
9. Design and documentation services for elements not included above in the Project Understanding.
10. Renderings or presentation graphics.
11. Permitting or Coordination with any public agencies.
12. Environmental review, studies, or CEQA documentation.
13. Design Improvements within the public right-of-way.
14. Permit fees
15. Field or Laboratory Testing of on-site or proposed materials.
16. QSD/QSP services (though may be required as part of this project)
17. DSA submittal or review

- B. Services will be diligently pursued and every reasonable effort will be made to meet the mutually agreed upon schedule. If the completion of the services is delayed at any time in the progress of the work undertaken in this Agreement by conditions beyond the control of the Verde Design; including but not limited to: strikes, lockouts, labor disputes, or the inability of the District, utility companies, or jurisdictional agencies to provide required information, processing or direction; the time of completion shall be extended during such period and Verde Design shall be held harmless from any and all claims arising out of such delay.

PROFESSIONAL COMPENSATION

The fixed fee for the above services is based on the current hourly rate of the office as defined in the attached Charge Rate Schedule. Verde Design respectfully requests a lump sum fee of **\$24,800** for the services outlined in the Scope of Work, including anticipated and identified reimbursable expenses. This fee is based on the anticipated work effort that will be required to successfully complete this project. Our lump sum fee is broken down as follows:

Project Start-up / Assessment / Scope Validation (including Survey):	\$ 2,100
Design Development:	\$ 5,600
Construction Documentation:	\$ 4,300
Bid Administration	\$ 4,000
Construction Services 2016:	\$ 7,200
<u>Project Closeout 2016:</u>	<u>\$ 1,600</u>
TOTAL FEE	\$ 24,800

Invoicing will reflect the individual project totals as indicated for tracking purposes. Billings will be in accordance with the attached current Charge Rate Schedule, and additional services will be charged on a time and material basis as noted on the attached Charge Rate Schedule. Charges for additional services will be billed separately.

The fees noted above are based on a continuous project schedule, with project kick off by December 2015. Should the District delay the project beyond the agreed upon schedule to a level that puts the project on hold longer than 30 consecutive days, a project re-start fee may apply. This fee will be determined at that point based on the amount of downtime and additional work required to reactivate and reschedule work and staff.

CHANGE IN SERVICES

RUSD may order changes in scope or character of service, either decreasing or increasing the amount of Verde Design's services, and if necessary, changing the character of services. In the event that such changes are ordered, Verde Design is entitled to full compensation for all services performed and expenses incurred prior to receipt of notice of change.

In the event that additional services including, but not limited to design, plans, renderings, and presentations not included in the Scope of Services are required; or for changes and revisions requested by the District after work has been performed, they will be performed on an hourly charge rate basis as extra work in accordance with the charge rate schedule in effect at the time the services are performed.

TERMINATION OF AGREEMENT

This agreement may be terminated by either party at any point with ten (10) days written notice to the other party in the event of substantial failure of performance, or if the District should deem it necessary or desirable to indefinitely suspend the project.

In the event the project is terminated or indefinitely suspended in the manner herein provided, the Landscape Architect shall turn over copies of any and all documents completed to that date. Verde Design shall be entitled to compensation up to and including said termination date. Original work shall remain the property of Verde Design.

BILLINGS AND PAYMENT

Invoices will be sent by the 25th of the month for work completed through the third week of that month. Any additional services will be billed separate from contracted services.

Craig, if this proposal meets with your approval, please sign as identified below. Thank you for the opportunity to work with you and the RUSD team on this exciting project.

Respectfully
submitted,

Approved:



Tony Wood, RLA
Sr. Project Manager

Devin Conway, PE
Principal

Signature

Date

Printed Name

Title

CC: Devin Conway, Verde Design, Inc.
Nance Cronin, Verde Design, Inc.

Attachment: Current Charge Rate Schedule

Verde Design, Inc.
Charge Rate Schedule
Effective until December 31, 2016

The following chart outlines the current charge rate for professional and office costs. Reimbursable rates and expenses are shown at the bottom.

Project Rates

Principal	\$200.00 per hour
Project Manager/Construction Manager	
Level Four	\$190.00 per hour
Level Three	\$170.00 per hour
Level Two	\$150.00 per hour
Level One	\$140.00 per hour
IT Manager	\$155.00 per hour
CAD Manager	\$135.00 per hour
Project Designer	\$130.00 per hour
Job Captain/Staff Engineer/Construction Administrator	\$125.00 per hour
Draftsperson Level II	\$105.00 per hour
Draftsperson Level I	\$100.00 per hour
Project Administrator	\$80.00 per hour
Intern	\$70.00 per hour

Reimbursable Rates

Blueprints, Printing and Reproductions	Cost plus 10%
Sub Consultant Services	Cost plus 10%

Reimbursable Expenses

Blueprints and Reproductions	Travel Expenses
Photography	Parking and Toll Expenses
Models and Renderings	Permit Fees
Postage/Overnight Mail Service	Courier Delivery Service

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Replacement of the Multipurpose Room Lighting at Parker Whitney Elementary School

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

Background:

The District went out to bid for the Multipurpose Room lighting replacement project at Parker Whitney Elementary School. This Multipurpose Room lighting installation work will be scheduled to be completed by January 4, 2016, subject to board approval.

Status:

Bids for the "Replacement of the Multipurpose Room Lighting at Parker Whitney Elementary School" were solicited by phone and opened by the District on October 1, 2015 at 10:00 a.m.

Bids were received from:	
Alessandro Electric Inc.	\$14,954.88
Electrical Solutions Provider	\$22,956.00
Norris Electric	Non-Responsive

Bids were reviewed by the Senior Director Facilities, Maintenance & Operations, Assistant Director of Facilities & Maintenance and the Energy Education Specialist. The reviewers were in agreement to recommend award to Alessandro Electric Inc. for the complete bid of \$14,954.88.

Presenter:

Craig Rouse, Senior Director Facilities, Maintenance & Operations

Financial Impact:

Current year:	\$14,954.88
Future years:	N/A
Funding source:	Fund 14, Deferred Maintenance

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:

Contractor Agreement included.

Recommendation:

Staff recommends approval of the bid for the Replacement of the Multipurpose Lighting Project at Parker Whitney Elementary School in the amount of \$14,954.88 with Alessandro Electric Inc.

**ROCKLIN UNIFIED SCHOOL DISTRICT
CONTRACTOR AGREEMENT
(Projects under \$15,000)**

This Agreement is entered into by and between the Rocklin Unified School District, ("District"), and Alessandro Electric Inc., ("Contractor"), identified under social security number/federal identification number 20-3974498, with its principal place of business/office(s) located at 4009 Vista Park Ct., Sacramento, CA 95834.

1. **TERM OF AGREEMENT / DATE(S) of SERVICE(S):** December 16, 2015 through January 4, 2016.

2. **SERVICES TO BE PERFORMED:** In consideration of the payment outlined in Paragraph 3 below, during the Term of Agreement / Date(s) of Service(s), Contractor agrees to perform services and, if applicable, provide materials and /or equipment to the District (hereinafter "Services"), as described below:

Parker Whitney Elementary School installation of owner supplied light fixtures in the Multipurpose Room, and dispose old fixtures as more fully described in the attached Exhibit "A".

It is understood and agreed that in the event any additional tasks and/or services are required from Contractor, prior to rendering any such tasks, the tasks shall be set forth in a writing duly signed by the parties, indicating the specific work to be accomplished, the approximate period of time over which performance will be completed, and the additional compensation, if any, to be paid for such additional tasks.

3. **COMPENSATION:** In consideration of the Services fully rendered to District as described above, District agrees to pay Contractor a total fee of \$14,954.88. The District will make reasonable good faith efforts to pay all compensation due to Contractor within thirty (30) days of completion of Contractor's Services hereunder and the District's receipt of a properly completed invoice from Contractor for services rendered. Contractor further agrees that the District will not have any liability whatsoever as to any work or expense not specifically documented herein and properly invoiced by Contractor to District within sixty (60) days of completion of Services.

Other Consideration/Notes: _____

4. **REPRESENTATIONS AND WARRANTIES:** Contractor represents and warrants that Contractor is fully admitted to transact business in the State of California. Contractor possesses the skill, knowledge, expertise, and, as applicable, holds current license(s), certification(s) and/or educational credentials, as required under the laws of the State of California and/or in accordance with District policies and regulations, to fully perform the services hereunder. Contractor represents that he/she/it has read and understands the terms and conditions of this Agreement.

5. **NON-EMPLOYEE / INDEPENDENT CONTRACTOR STATUS:** During the Term of this Agreement and/or Date(s) of Service(s), Contractor's Services for the District shall be rendered as an Independent Contractor. This Agreement is not intended, nor shall it be construed so as, to create the relationship of agent, employee, partnership, joint venture or association, or

Contractor and District, except as set forth herein. Neither party is granted any expressed or implied right or authority by the other party to assume or create any obligation or responsibility on behalf of or in the name of the other party, or to bind the other party in any manner or thing whatsoever. Contractor shall be solely responsible for paying all salaries, wages, benefits and other compensation which the Contractor's employees or consultants, if any, may be entitled to receive in connection with Contractor's Services hereunder, including, without limitation, withholding and paying all applicable payroll taxes and contributions, including federal, state and local income taxes, FICA, FUTA, and state unemployment, workers' compensation and disability insurance. Nothing contained hereunder will confer upon the Contractor any right to continue to render Services to the District, or to become employed by the District. The District and Contractor acknowledge that Contractor's Services hereunder are non-exclusive and Contractor is free to accept other work.

6. **SITE EXAMINATION:** Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that they have made such site examination as they deem necessary as to the condition of the site, its accessibility for materials, workmen and utilities and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

7. **EQUIPMENT AND LABOR:** Unless expressly indicated elsewhere in this agreement, the contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications.

8. **SUBCONTRACTORS:** Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by himself. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

9. **SAFETY AND SECURITY:** It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.

10. **DEFAULT BY CONTRACTOR:** When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, Subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Governing Board to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Governing Board reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the District, if requested.

11. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ any unfit person or anyone not skilled in work assigned to him. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.
12. **SUBSTITUTIONS:** No substitutions of materials from those specified in the Work Specifications shall be made without the prior written consent of the District.
13. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of workmanship.
14. **CLEAN UP:** Debris shall be removed from the premises. Job site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
15. **ACCESS TO WORK:** District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.
16. **PROTECTION OF WORK AND PROPERTY:** The Contractor shall erect and properly maintain at all times as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workmen and the public, and shall post danger signs warning against hazards created by such features in the course of construction.
17. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.
18. **FORCE MAJEURE CLAUSE:** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault of the party not performing.
19. **LABOR CODE:** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Contractor shall comply with all requirements of the Labor Code and all applicable rules and regulations issued by the Department of Industrial relations. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, division 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general

prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies of said determinations are on file at District's principal office and available to any interested party on request. Refer to Web site (www.dir.ca.gov).

20. INDEMNIFICATION: Contractor agrees to indemnify, defend, and hold harmless, the District (and its officers, employees, trustees, agents, successors and assigns) from and 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 Contractor's performance of this Agreement, breach of its terms, negligent acts or omissions, including as may arise resulting from Contractor's failure to make payments to Contractor's employees or consultants, if any, and/or self-employment taxes. In no event will the District's liability hereunder exceed a total of \$2,000,000.00.

21. INSURANCE REQUIREMENTS: Unless otherwise specifically agreed to in writing in advance of execution of this Agreement, Contractor agrees to obtain, pay for and maintain in effect during the Term of this Agreement and/or Date(s) of Service(s), the following policies of insurance issued by an insurance company rated not less than "A-VI" in A.M. Best's Insurance Rating Guide:

- (i) Commercial General Liability insurance (including contractual, products and completed operations coverage, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence;
- (ii) Commercial Automobile Liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence;
- (iii) Professional Liability insurance (also known as "Errors and Omissions" insurance) with a limit of liability of not less than \$1,000,000 per occurrence; and
- (iv) Worker's Compensation and State Disability insurance as required under law.

Each policy shall contain an endorsement naming the Rocklin Unified School District as an additional named insured insofar as this Agreement is concerned, and provide that written notice shall be given to the District at least thirty (30) days prior to cancellation or material change in the form of the policy or reduction in coverage. Prior to rendering Services hereunder, and at Contractor's expense, Contractor shall furnish the District with a Certificate of Insurance evidencing the endorsements required above, and the District shall have the right to inspect the Contractor's original insurance policies upon request. Upon notification of a notice of cancellation, change or reduction in coverage, Contractor shall immediately file with the District a certified copy of the required new or renewal policy and certificates for such policy. Nothing herein concerning minimum insurance requirements shall reduce the Consultant's liabilities or obligations under the indemnification provisions of this Agreement.

22. PROPRIETARY RIGHTS / OWNERSHIP / CONFIDENTIALITY: Contractor acknowledges:

- a. District may disclose to Contractor certain confidential information relating to, without limitation, the District's past, present, and future research, marketing, development, and/or business activities ("Confidential Information"). Except as required by the duties under this Agreement, Contractor agrees that, until such time as the Confidential Information enters the public domain through no fault of Contractor, Contractor will never, directly or indirectly, use, disseminate, disclose, lecture upon, or publish articles concerning any of the Confidential Information disclosed to Contractor by or on behalf of District without the prior written consent of District. Such confidentiality shall survive the termination of this Agreement and will only be relieved by written consent of District.
- b. All work accomplished pursuant to this Agreement will be the sole and exclusive property of District; and in addition to the obligations imposed above, Contractor will deliver all such work to District prior to expiration or termination of this Agreement and/or Contractor's performance hereunder.
- c. Upon expiration or termination of the Agreement and/or Contractor's performance hereunder, Contractor agrees to return to District all copies of Confidential Information, all drawings, documents, records, notebooks, disks, tapes, data residing or recorded in electronic media, and all other representations of confidential information, whether prepared by District, Contractor or others.
- d. Contractor agrees that all copyrightable material, inventions, improvements, developments and discoveries conceived, made, discovered or reduced to practice by Contractor solely, or in collaboration with others, during the period of this Agreement (i) relating in any manner to the business, research or development of District that Contractor may be directed to undertake, or (ii) which Contractor may become associated within work or in performing the services hereunder, or (iii) which are developed by Contractor using any supplies, facilities or Confidential Information of District are the sole property of District, and Contractor further agrees to grant to District any and all right, title and interest, of any kind or of all such copyrightable material, inventions, improvements, developments, and discoveries.

23. **GOVERNING LAW:** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules, and in accordance to District's policies and regulations, including, but not limited to, Board Policy 3320. Venue shall be in Placer County.

24. **TIME OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

25. **TERMINATION / NOTICES:** This Agreement may be terminated by either party with or without cause and for any or no reason upon (30) days' written notice to the other party addressed as follows:

If to Contractor, notice will be addressed to:
Name: Alessandro Electric Inc.
Address: 4009 Vista Park Ct.
City/State/Zip: Sacramento, CA 95834

If to District, notice will be addressed to:
Rocklin Unified School District
c/o:
2615 Sierra Meadows Drive
Rocklin, CA 95677

or to such other address as may be designated by the parties from time to time. Any written notice sent by registered U.S. mail and addressed in accordance herewith will be deemed to have been made and delivered seven (7) days following deposit into the U.S. mail. Contractor's obligations hereunder shall survive the termination of this Agreement.

26. **SEVERABILITY:** If any section, condition, provision, or covenant of this Agreement is held to be invalid or unenforceable, either in itself or as to any particular party, the remainder of this Agreement will continue to be in force unless it would be inequitable and inconsistent with the purpose of the Agreement to continue to do so.

27. **ASSIGNMENT:** Neither party may assign any rights, or transfer any obligations, under this Agreement, without the prior written agreement of the parties.

28. **ASBESTOS HAZARD EMERGENCY RESPONSE ACTION (AHERA):** All contract work that is performed for the District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District buildings.

29. **NO SMOKING POLICY:** All District sites are designated as non-smoking.

30. **FINGERPRINTING:** Unless waived by express action of the District, the Contractor and all of its agents and employees on the project work site must comply with the fingerprinting requirements of Education Code Sec. 45125.1. This section is an integral part of the service agreement and completion is required before the commencement of the contract.

31. **RATIFICATION:** This Agreement is subject to discretionary approval by the Board of Education of the District. This Agreement shall not be effective against the District until such time that Board of Education ratifies this Agreement.

32. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous agreements, oral or written, with respect to the subject matter hereof. This Agreement may not be amended, modified, revised or supplemented in any way, except in a writing signed by Contractor and District.

[signatures on next page]

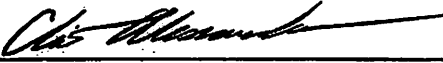
AGREED TO AND ACCEPTED:

Contractor:

District:

Alessandro Electric Inc.

Rocklin Unified School District

By: 
Official Authorized Signature

By: _____
Official Authorized Signature

Clinton Alessandro
Printed Name

Printed Name

Its: President
Title

Its: _____
Title

12/3/15
Date

Date

License Number: 867775


Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826. (Business and Professions Code section 7030.)

WORKERS COMPENSATION CERTIFICATE

(AS REQUIRED BY SECTION 1861 OF THE CALIFORNIA LABOR CODE)

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

CONTRACTOR: Alessandro Electric Inc.

By: 

Title: President

**CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102**

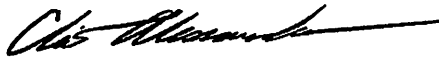
To the Governing Board of Rocklin Unified School District:

I, Clinton Alessandro (Name of Contractor) certify that:

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Sections 1192.7 and 667.5 and this determination was made by a fingerprint check through the Department of Justice.
4. As further required by Education Code Section 45125.1 attached to this certification is a list of the names of the employees of the undersigned who may come in contact with pupils.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Sacramento, California on 12/3/15
Date



(Signature)

Clinton Alessandro

(Typed or printed name)

President

(Title)

4009 Vista Park Court Sacramento CA 95834

(Address)

916-283-6966

(Telephone)

LIST OF EMPLOYEES THAT MAY COME IN CONTACT WITH PUPILS
(all are fingerprinted per Education Code Section 45125.1)

1. Clinton Alessandro
2. Jeremy Alessandro
3. Peter Chernata
4. Shane Smith
5. Michael Jones
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

**VERIFICATION OF CONTRACTOR
AND SUBCONTRACTORS' DIR REGISTRATION**


I am the President of Alessandro Electric Inc ("Bidder") submitting the
(Title/Position) (Bidder Name)

accompanying Bid Proposal for the Work described as Lighting Retrofit

1. The Bidder is currently registered as a contractor with the Department of Industrial Relations ("DIR").
2. The Bidder's DIR Registration Number is: 1000003067. The expiration date of the Bidder's DIR Registration is June 30, 2016.
3. If the Bidder is awarded the Contract for the Work and the expiration date of the Bidder's DIR Registration will occur: (i) prior to expiration of the Contract Time for the Work; or (ii) prior to the Bidder completing all obligations under the Contract for the Work, the Bidder will take all measures necessary to renew the Bidder's DIR Registration so that there is no lapse in the Bidder's DIR Registration while performing Work under the Contract.
4. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.
5. The Bidder has independently verified that each Subcontractor identified in the Subcontractors list submitted with the Bid Proposal of the Bidder is currently a DIR registered contractor.
6. The Bidder has provided the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors' list or within twenty-four (24) hours of the opening of Bid Proposals for the Work, the Bidder will provide the District with the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors List.
7. The Bidder's solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.
8. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder's Bid Proposal is subject to rejection for non-responsiveness.
9. I have personal first hand-knowledge of all of the foregoing.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Executed this 3 day of December, 2015 at Sacramento CA
(City and State)



(Signature)

Clinton Alessandro, President

(Name, typed or printed)

**CERTIFICATION OF CERTIFIED PAYROLL SUBMITTAL
TO LABOR COMMISSIONER**

I am the President for Alessandro Electric Inc. in connection with
(Superintendent/Project Manager) (Contractor)

Parker Whitney. This Certification is submitted to Rocklin Unified School District.
(Project Name)

concurrently with the Contractor's submittal of an Application for Progress Payment to the District, identified as Application For Progress Payment No. 1 ("the Pay Application").

1. The Pay Application requests the District's disbursement of a Progress Payment covering Work performed for the period between 20 and 20.

2. The Contractor has submitted Certified Payroll Records ("CPR") to the Labor Commissioner for all employees of the Contractor engaged in performance of Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application. Copies of all CPRs submitted by the Contractor to the Labor Commissioner relating to the Pay Application are attached hereto.

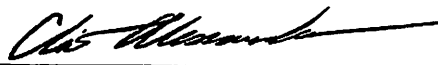
3. All Subcontractors who are entitled to any portion of payment to be disbursed pursuant to the Pay Application have submitted their CPRs to the Labor Commissioner for all of their employees performing Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application. Copies of all CPRs submitted by Subcontractors to the Labor Commissioner relating to the Pay Application are attached hereto.

4. I have reviewed the Contractor's CPRs submitted to the Labor Commissioner; the CPRs submitted to the Labor Commissioner by the Contractor are complete and accurate for the period of time covered by the Pay Application.

5. I have reviewed the Subcontractors' CPRs submitted to the Labor Commissioner; the CPRs submitted to the Labor Commissioner by the Subcontractors are complete and accurate for the period of time covered by the Pay Application.

6. The copies of the Contractor's CPRs and the Subcontractors' CPRs attached hereto are true and correct copies of the CPRs submitted to the Labor Commissioner for the period of time covered by the Pay Application.

I declare under penalty of perjury under California law that the foregoing is true and correct. I executed this Certification on this _____ day of _____, 20____ at Sacramento CA.
(City and State)

By: 
Clinton Alessandro, President
(Typed or Printed Name)

Parker Whitney Elementary School
5145 Topaz Ave.

Request for Quotation

Date: 12/3/15
 School Contact / Title -- Requesting Quote: Parker Whitney ES Lighting Retrofit
 Contact E-Mail: _____ Contact Phone: Dept.: _____
 Project Name: _____ Project Address/Location: _____
 Quote Due Date: _____ Quote is good for: (circle one) 30 days 60 days 90 days 120 days

Pursuant to Labor Code § 1720 et. seq. this work is considered a "Public Work" and is subject to the payment of prevailing wages if the total project cost is over \$1,000. -Proof of a valid Contractor/Specialty license, DIR Registration, worker's compensation and liability insurance is required before work starts.

If selected, you will be required to enter certified payroll reports (electronically) into the Department of Industrial Relations (DIR) eCPR website located at: <https://apps.dir.ca.gov/lecpriDASIAitLogin>

Quantity	Description/Scope of Work to Be Performed	Unit Price	Extended Price
1	Lighting Retrofit	14,954.88	14954.88
Attach additional sheets if necessary		Grand Total	14,954.88

Estimated Time to Complete Project: 30 days Drawing Attached: Yes No

Will Sub-Contractor be utilized: Yes No (if yes -- the same information as listed below must be submitted; Use page 3, as necessary)

Please type or print legibly

Company Name: _____

Company Address: _____

Contractor's Lic. No.: _____ DIR Registration No.: _____ Tax ID: _____

Contact Name: _____ Phone No.: _____ E-mail: _____

Parker Whitney Elementary School
5145 Topaz Ave.

Request for Quotation (cont.)

DIR Classification(s) of workers to be utilized:

Check all that apply:

- | | | | |
|---|---|--|---|
| <input type="checkbox"/> Asbestos | <input type="checkbox"/> Bricklayers | <input type="checkbox"/> Carpenters | <input type="checkbox"/> Carpet/Linoleum |
| <input type="checkbox"/> Cement Masons | <input type="checkbox"/> Drywall Finisher | <input type="checkbox"/> Drywall Lather | <input type="checkbox"/> Electrician |
| <input type="checkbox"/> Elevator Mechanic | <input type="checkbox"/> Glazier | <input type="checkbox"/> Iron Worker | <input type="checkbox"/> Laborer |
| <input type="checkbox"/> Landscape Maint. | <input type="checkbox"/> Operating Engineer | <input type="checkbox"/> Modular Furn. Installer | <input type="checkbox"/> Painter |
| <input type="checkbox"/> Pipe Trades/Plumber | <input type="checkbox"/> Plaster | <input type="checkbox"/> Roofers | <input type="checkbox"/> Sheetmetal/HVAC |
| <input type="checkbox"/> Sound/Communications | <input type="checkbox"/> Surveyors | <input type="checkbox"/> Teamster | <input type="checkbox"/> Telecom Technician |

Classifications and wage rates can be found at <http://www.dir.ca.gov/oprl/PWD/index.htm>

DIR Prevailing Wage Hot Line (415) 703-4774

Printed Name: Clinton Alessandro

Signature of Authorized Person:  Date: 12/3/15

Important Notice: California new law (SB 854) provides that "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5." Please go to <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for more information and to register. This project is subject to monitoring by the Department of Industrial Relations.

Office Use:

Recommended for Contract By:

Print Name _____ Initials _____ Date: _____

Department: _____

Budget Code: _____ PO/Contract #: _____

Est. Project Start Date: _____ Est. Project End Date: _____

PWC-100 Processing Date: _____ By: _____

PWC-100 Data Entry Website: <https://www.dir.ca.gov/pwc100ext/>

***Completion of this form does not constitute a binding contract to provide work and/or equipment listed above.**

Parker Whitney Elementary School

5145 Topaz Ave.

Sub-contractors _____ Please type or print legibly

Company Name: _____

Company Address: _____

Contractor's Lic. No.: _____ DIR Registration No.: _____ Tax ID: _____

Contact Name: _____ Phone No.: _____ E-mail: _____

DIR Classification(s) of workers to be utilized:

Check all that apply:

- | | | | |
|---|---|--|---|
| <input type="checkbox"/> Asbestos | <input type="checkbox"/> Bricklayers | <input type="checkbox"/> Carpenters | <input type="checkbox"/> Carpet/Linoleum |
| <input type="checkbox"/> Cement Masons | <input type="checkbox"/> Drywall Finisher | <input type="checkbox"/> Drywall Lather | <input type="checkbox"/> Electrician |
| <input type="checkbox"/> Elevator Mechanic | <input type="checkbox"/> Glazier | <input type="checkbox"/> Iron Worker | <input type="checkbox"/> Laborer |
| <input type="checkbox"/> Landscape Maint. | <input type="checkbox"/> Operating Engineer | <input type="checkbox"/> Modular Furn. Installer | <input type="checkbox"/> Painter |
| <input type="checkbox"/> Pipe Trades/Plumber | <input type="checkbox"/> Plaster | <input type="checkbox"/> Roofers | <input type="checkbox"/> Sheetmetal/HVAC |
| <input type="checkbox"/> Sound/Communications | <input type="checkbox"/> Surveyors | <input type="checkbox"/> Teamster | <input type="checkbox"/> Telecom Technician |

Company Name: _____

Company Address: _____

Contractor's Lic. No.: _____ DIR Registration No.: _____ Tax ID: _____

Contact Name: _____ Phone No.: _____ E-mail: _____

DIR Classification(s) of workers to be utilized:

Check all that apply:

- | | | | |
|---|---|--|---|
| <input type="checkbox"/> Asbestos | <input type="checkbox"/> Bricklayers | <input type="checkbox"/> Carpenters | <input type="checkbox"/> Carpet/Linoleum |
| <input type="checkbox"/> Cement Masons | <input type="checkbox"/> Drywall Finisher | <input type="checkbox"/> Drywall Lather | <input type="checkbox"/> Electrician |
| <input type="checkbox"/> Elevator Mechanic | <input type="checkbox"/> Glazier | <input type="checkbox"/> Iron Worker | <input type="checkbox"/> Laborer |
| <input type="checkbox"/> Landscape Maint. | <input type="checkbox"/> Operating Engineer | <input type="checkbox"/> Modular Furn. Installer | <input type="checkbox"/> Painter |
| <input type="checkbox"/> Pipe Trades/Plumber | <input type="checkbox"/> Plaster | <input type="checkbox"/> Roofers | <input type="checkbox"/> Sheetmetal/HVAC |
| <input type="checkbox"/> Sound/Communications | <input type="checkbox"/> Surveyors | <input type="checkbox"/> Teamster | <input type="checkbox"/> Telecom Technician |

EXHIBIT "A"

Alessandro

ELECTRIC INC.

License C10 & C7 # 867775 - State Certified Small Business Enterprise #47503 - DIR #1000003067

ESTIMATE – Parker Whitney Gym Lighting

October 1, 2015

To: RUSD

Attn: Bill Pruet

Scope:

Install customer supplied light fixtures in the Gymnasium, and dispose of old fixtures.

Inclusions:

Demolition of existing fixtures leaving round ceiling mounted caps in place over junction boxes
HAZMAT

Installation 30 of customer supplied fixtures and fixture hangers

Provision and installation of SO Cord and connectors as needed

Exclusions:

PG&E Rebate

Bonds Plans Permits & Fees

Backing blocking & or framing

Addenda:

Total \$ 14,954.88

Sincerely,



Clint Alessandro (916) 343-9846



ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approval of Rocklin Unified School District Preschool Special Education Program Memorandum of Understanding (MOU) with Continuing Development, Inc. (CDI)

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

In previous years, RUSD has partnered with Rocklin City Preschool and First 5 to provide inclusion preschool opportunities for our students with disabilities. Currently, RUSD is partnering with CDI to provide inclusion opportunities for preschool students with disabilities.

Status:

Request for approval of the 2015-16 MOU with CDI. The District has a continuing legal obligation to provide services to these students and staff has been working collaboratively to develop the initial agreement with CDI staff.

Presenter(s):

Tammy Forrest, Director, Special Education & Support Services

Financial Impact:

Current year: \$39,380 to date for 8 students, not to exceed \$58,920 for up to 12 students.
Future years: Approximately \$50,000 - \$60,000 per year
Funding sources: Special Education and Unrestricted General Funding

Materials/Films:

MOU contract

Other People Who Might Be Present:

Karen Huffines, Director, Elementary Programs & School Leadership
Barbara Patterson, Deputy Superintendent, Business & Operations

Allotment of Time:

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

Packet Information:

None

Recommendation:

Staff recommends Board approval of MOU between RUSD and CDI.

Revised 05/18/15

2015-2016 Rocklin Preschool Tuition Schedule Part Day Preschool Program

Effective: August 2015- August 2016



Annual Registration Fee	
Annual School Year Family Registration Fee (non-Refundable) AM Session includes Breakfast and PM Session includes Lunch	\$80.00

3 Hour Part Day Preschool Program			
Sessions: 8:00am-11:00am or 11:30pm-2:30pm			
Locations: Rock Creek, Sunset Ranch and Ruhkala			
Days	Daily Rate	Weekly Rate	Total Monthly Rate
5 days per week	\$23	\$115	\$483
3 days per week	\$23	\$69	\$290
2 days per week	\$23	\$46	\$193

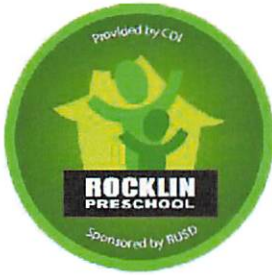
Enrollment Packet must be completed and returned to the Site Supervisor on or before the child's first day.

Payment Due Date: Tuition is due on the 1st day of each month. Tuition is considered late if unpaid by the 8th day of the month.

Families enrolling on or before the 15th of the month will pay the full month's tuition. Families enrolling after the 15th of the month will pay half the month's tuition.

Full tuition is expected for weeks that include the following regularly announced CDC holidays:
Independence Day, Labor Day, Veteran's Day, Thanksgiving Day (2), Winter Holiday/Christmas (2), New Year's Day, Martin Luther King Jr. Day, President's Day and Memorial Day.

One additional day may be scheduled for In-service for staff. You will receive at least a 30 days notice when this day is scheduled.



Child Name: _____

**2015-2016
Preschool Tuition Policies,
Terms and Conditions**
(Preschool Only Families)

ADMINISTRATIVE FEES

- **Registration Fee: \$80.00 School Registration Fee per family** (non-refundable) is due upon Enrollment and annually at the beginning of each school year

PAYMENT POLICIES

- **Payment Due Date:** Tuition is due on the 1st day of each month. Tuition is considered late if unpaid by the 8th day of the month and a **Late Payment Fee** of \$25.00 will be assessed. Payment Plans may be available – See Site Supervisor
- **Late Pick-up Fee:** A late Pick-Up fee of \$15.00 is due for any part of a 15 minute increment after your child's designated end time if your child is late (this is a per child charge).
- **Families enrolling on or before the 15th** of the month will pay the full month's tuition. **Families enrolling after the 15th** of the month will pay half the month's tuition.

PROGRAM POLICIES

- **Changes/Withdrawals:** To change schedules or withdraw from the program, a two (2) week written notice in advance is required and must be approved by the Site Supervisor. Tuition must be paid in full whether your child attends or not.

DISCOUNTS

- **Family Discount** (children must be enrolled concurrently): Families receive a 10% discount for a second child and for each additional child in the program. Discounts are applied to the child(ren) with the lowest rates.
- 10% discounts on family tuition is available for active military, UC Davis employees, REEF employee's, and school district/county/city employees – limited spaces available – See Site Supervisor.
- Discounts/Scholarships cannot be combined.

HOLIDAYS/DAYS OF NON-OPERATION

- Centers will be closed on the following days:
Independence Day, Labor Day, Veteran's Day, Thanksgiving Day (Thursday and Friday), Winter Holiday/Christmas (2 days), New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day. 1 additional day may be scheduled for In-Service for staff. You will receive at least a 30 days' notice when this day is scheduled.
- Additional closure:
Centers may close during the year when program change occurs, to allow teachers to prepare for upcoming year. Families will receive ample notice.

My signature indicates that I understand I am responsible for payment regardless of whether my child attends or not. I have received, read and agree to the above Preschool 2015-2016 Tuition Policies, Terms and Conditions.

Parent Name (Please Print)

Parent Signature

Date

Site Supervisor/Agency Rep. Signature

Center Name & Number

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Proposed Behavioral Health Hospital

DEPARTMENT: Office of the Superintendent

Background:

At the November 18, 2015 Board meeting, Trustees received public comment and concerns from parents and community members regarding proposed Behavioral Health Hospital and its proposed location. Trustees directed Superintendent to have an independent report done on the potential impact of the hospital to nearby schools and the District.

Status:

A report has been prepared by Fagen, Friedman and Fulfroost, LLP, regarding the impact of the proposed Behavior Health Hospital by Universal Health Services on the Rocklin Unified School District. The City of Rocklin will hold its City Planning Commission Meeting, which includes discussion of the proposed Behavioral Health Hospital, on January 19, 2016. The District continues to monitor feedback from the community as well as potential impact on the District.

Presenter(s):

Roger Stock, Superintendent

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:

Recommendation:

Staff recommends the Board discuss the recommendations in the report regarding the proposed Behavior Health Hospital and consider taking action on the recommendation.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Annual Organization of the Board of Trustees

DEPARTMENT: Office of the Superintendent

Background:

Per Education Code Sections 35143 and 5017, the Governing Board of each school district must conduct its annual organizational meeting and elect officers on a day within a 15-day period that commences with the date upon which governing Board Members elected take office (first Friday in December). This year the 15 day window period begins on Friday, December 4, 2015 and runs through Saturday, December 19, 2015. Meetings in years which no such regular election for governing Board Members is conducted shall be held during the same 15 day period on the calendar.

Status:

As required by Education Code section 35143, the Governing Board will be requested to elect by nomination a President, Vice President and Clerk. The Board will also be asked to select the Superintendent as Secretary to the Board; select a date, time and place for regular meetings; and select representatives to serve on various committees.

This process will include receiving nominations from Board Members for President, Vice President and Clerk. The nominations must be seconded by a fellow Board Member followed by a vote. Current Board President, Todd Lowell, will preside over the meeting until the new President is elected. When the new President is elected, he/she will preside over the remainder of the nominations and the meeting.

The District holds meetings on either the first or the third Wednesday of each month at 6:30 p.m. in the District Administration Office, with some months holding meetings at both the first and third Wednesday of the month.

Presenter:

Roger Stock, Superintendent

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 [X] Action Item [] Information Item

Packet Information:

None

Recommendation:

Superintendent recommends that the Board of Trustees elect officers for 2016-17.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve District Certification of Ability to Meet Financial Obligations (First Interim Report)
DEPARTMENT: Office of the Deputy Superintendent, Business and Operations

Background:

State law and prudent business practices require all California public school districts to review, monitor and update all budget and financial information on a regular basis. The Rocklin Unified School District monitors 11 budgets on an annual basis. These budgets are grouped under designated categories commonly called funds. The primary operating budget of the school district is the General Fund. This fund is segregated by law into two separate components: 1) Unrestricted General Fund, which is used for general operating purposes; and 2) Restricted General Fund, which is used to account for categorical and grant programs such as Special Education, Title I, and Restricted Lottery. Of the 11 district funds, four of them are individual building projects and/or Mello-Roos and General Obligation Bond budgets. Thus, there are actually seven perpetual funds operated by the Rocklin Unified School District:

- General Fund
- Charter School (RICA)
- Deferred Maintenance
- Cafeteria
- Capital Facilities (Building Fees)
- Special Reserve for Capital Outlay
- Retiree Benefit Fund (Irrevocable Trust)

BUDGET COMPONENTS

The primary components of California public school budgets and financial reports are:

1. Beginning Balance
2. Revenues (commonly called income in the private sector)
3. Expenditures
4. Ending Balance

Within each major component there are many subsections. One of the most critical components is the ending balance. This section contains the Reserve for Economic Uncertainty which by State Law must be, at a minimum, a stated percentage of the total general fund expenditure budget. The percentage factor varies by the student population or size of the school district. For RUSD, the statutory minimum reserve level is 3.0%.

Status:

Based on the current State budget, State Department of Finance funding projections for future years and local budget assumptions detailed in the attached multi-year projection, the district will be able to meet its financial obligations for the current year and two budget years.

Presenter:

Barbara L. Patterson, Deputy Superintendent, Business & 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 [X] Action Item [] Information Item

Packet Information:

Certification of First Interim Report, General Fund Multi-year Projection and Assumptions, State Reports (provided under separate cover; these documents are available to the public by contacting Business Services 916-630-2234)

Recommendation:

Staff recommends Board approval of the First Interim Report.

ROCKLIN UNIFIED SCHOOL DISTRICT

Item 12.4
ACTION
December 16, 2015

BOARD AGENDA BRIEFING

SUBJECT: Approve Revisions to Board Policy 4131 and 4231 – Staff Development

DEPARTMENT: Office of the Assistant Superintendent, Human Resources

Background:

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

Status:

BP 4131 – Staff Development (Revised)

Policy updated to reflect New Law (SB 1060, 2014) which requires any district that offers a program of professional growth for certificated employees to evaluate professional learning opportunities offered by the district based on specified criteria.

BP 4231 – Staff Development (Revised)

Policy updated to reflect New Law (SB 1060, 2014) which requires any district that offers a program of professional growth for classified employees involved in the direct instruction of students to evaluate professional learning based on specified criteria.

These changes are to reflect the staff development spotlight to instructional focus on student achievement and ties to the LCAP and the District Strategic Plan.

Presenter(s):

Colleen Slattery, Assistant Superintendent, Human Resources

Financial Impact:

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

Material/Films:

None

Other People Who Might Be Present:

None

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

Packet Information Item:

Revision to BP 4131 and 4231 – Staff Development

Recommendation:

Staff recommends approval of revisions to BP 4131 and 4231 – Staff Development.

Rocklin USD

Board Policy

Staff Development

BP 4131

Personnel

The Board of Trustees believes that, in order to maximize student learning and achievement, certificated staff members must be continuously learning and improving their skills. The Superintendent or designee shall develop a program of ongoing professional development which includes opportunities for teachers to enhance their instructional and classroom management skills and become informed about changes in pedagogy and subject matter.

(cf. 6111 - School Calendar)

The Superintendent or designee shall involve teachers, site and district administrators, and others, as appropriate, in the development of the district's staff development program. He/she shall ensure that the district's staff development program is aligned with district priorities for student achievement, school improvement objectives, the local control and accountability plan, and other district and school plans.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 0420 - School Plans/Site Councils)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 0520.3 - Title I Program Improvement Districts)

The district's staff development program shall assist certificated staff in developing knowledge and skills, including, but not limited to:

1. Mastery of ~~discipline-based~~ subject-matter knowledge, including current state and academic content in the core curriculum and academic standards

(cf. 6011 - Academic Standards)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

(cf. 6142.2 - World/Foreign Language Instruction)

(cf. 6142.3 - Civic Education)

(cf. 6142.5 - Environmental Education)

(cf. 6142.6 - Visual and Performing Arts Education)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)
(cf. 6142.93 - Science Instruction)
(cf. 6142.94 - History-Social Science Instruction)

2. Use of effective, subject-specific teaching methods, strategies, and skills
3. Use of technologies to enhance instruction

(cf. 0440 - District Technology Plan)
(cf. 4040 - Employee Use of Technology)
(cf. 6163.4 - Student Use of Technology)

4. Sensitivity to and ability to meet the needs of diverse student populations, including, but not limited to, students of various racial and ethnic groups, students with disabilities, English ~~language~~ learners, economically disadvantaged students, gifted and talented students, and at-risk students

(cf. 4112.22 - Staff Teaching Students of Limited English Proficiency)
(cf. 4112.23 - Special Education Staff)
(c.f. 5147 - Dropout Prevention)
~~(cf. 5149 - At Risk Students)~~
(cf. 6141.5 - Advanced Placement)
(cf. 6171 - Title I Programs)
(cf. 6172 - Gifted and Talented Student Program)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6174 - Education for English Language Learners)
(cf. 6175 - Migrant Education Program)

5. Understanding of how academic and career technical instruction can be integrated and implemented to increase student learning

(cf. 6178 - Career Technical Education)

6. Knowledge of strategies that enable parents/guardians to participate fully and effectively in their children's education

(cf. 1240 - Volunteer Assistance)
(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)

7. Effective classroom management skills and strategies for establishing a climate that promotes respect, fairness, tolerance, and discipline, including conflict resolution ~~and intolerance~~ and hatred prevention

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

- (cf. 5137 - Positive School Climate)
- (cf. 5138 - Conflict Resolution/Peer Mediation)
- (cf. 5145.9 - Hate-Motivated Behavior)

8. Ability to relate to students, understand their various stages of growth and development, and motivate them to learn

9. Ability to interpret and use data and assessment results to guide instruction

- (cf. 5121 - Grades/Evaluation of Student Performance)
- (cf. 6162.5 - Student Assessment)

10. Knowledge of topics related to student health, safety, and welfare

- (cf. 0450 - Comprehensive Safety Plan)
- ~~(cf. 3515.5 - Sex Offender Notification)~~
- (cf. 5030 - Student Wellness)
- (cf. 5131.6 - Alcohol and Other Drugs)
- (cf. 5131.63 - Steroids)
- (cf. 5141.21 - Administering Medication and Monitoring Health Conditions)
- (cf. 5141.4 - Child Abuse Prevention and Reporting)
- (cf. 5141.52 - Suicide Prevention)
- (cf. 5145.3 - Nondiscrimination/Harassment)
- (cf. 5145.7 - Sexual Harassment)

11. Knowledge of topics related to employee health, safety, and security

(cf. 3514.1 - Hazardous Substances)

- (cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
- (cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)
- (cf. 4119.43/4219.43/4319.43 - Universal Precautions)
- (cf. 4157/4257/4357 - Employee Safety)
- (cf. 4158/4258/4358 - Employee Security)

The Superintendent or designee may, in conjunction with individual teachers and interns, and administrators, as appropriate, develop an individualized program of professional growth which contributes to to increase competence, performance, ~~or and~~ effectiveness in teaching and classroom assignments management and, as necessary, to ~~assists~~ them in meeting state or federal requirements to be fully qualified for their positions.

- (cf. 4112.2 - Certification)
- (cf. 4112.21 - Interns)
- (cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)
- (cf. 4131.1 - Beginning Teacher Support/Induction)
- ~~(cf. 4138 - Mentor Teachers)~~

Professional learning opportunities offered by the district shall be evaluated based on the criteria specified in Education Code 44277. Such opportunities may be part of a coherent plan that combines school activities within a school, including lesson study or co-teaching, and external learning opportunities that are related to academic subjects taught, provide time to meet and work with other teachers, and support instruction and student learning. Learning activities may include, but are not limited to, mentoring projects for new teachers, extra support for teachers to improve practice, and collaboration time for teachers to develop new instructional lessons, select or develop common formative assessments, or analyze student data. (Education Code 44277)

The district's staff evaluation process may be used to recommend additional individualized staff development for individual employees.

(cf. 4115 - Evaluation/Supervision)
(~~cf. 4139—Peer Assistance and Review~~)

~~The Superintendent or designee shall involve teachers, site and district administrators, and others, as appropriate, in the development of the district's staff development program. He/she shall ensure that the district's staff development program is aligned with district priorities for student achievement, school improvement objectives, and school plans.~~

(~~cf. 0000—Vision~~)
(~~cf. 0200—Goals for the School District~~)
(~~cf. 0420—School Plans/Site Councils~~)
(~~cf. 0420.1—School-Based Program Coordination~~)
(~~cf. 0520.1—High Priority Schools Grant Program~~)
(~~cf. 0520.2—Title I Program Improvement Schools~~)
(~~cf. 0520.3—Title I Program Improvement Districts~~)
(~~cf. 0520.4—Quality Education Investment Schools~~)

The Board may budget funds for actual and reasonable expenses incurred by staff who participate in staff development activities.

(cf. 3100 - Budget)
(cf. 3350 - Travel Expenses)

The Superintendent or designee shall provide a means for continual evaluation of the benefit of staff development activities to both staff and students and shall regularly report to the Board regarding the effectiveness of the staff development program. Based on the Superintendent's report, the Board may revise the program as necessary to ensure that the staff development program supports the district's priorities for student achievement.

(cf. 0500 - Accountability)

Legal Reference:

EDUCATION CODE

~~41520-41522 Teacher Credentialing Block Grant, including beginning teacher support~~

~~41530-41533 Professional Development Block Grant~~

44032 Travel expense payment

44259.5 Standards for teacher preparation

44277 Professional growth programs for individual teachers

~~44279.1-44279.7 Beginning Teacher Support and Assessment Program~~

44300 Emergency permits

44325-44328 District interns

44450-44468 University internship program

44560-44562 Certificated Staff Mentoring Program

44570-44578 Inservice training, secondary education

~~44580-44591 Inservice training, elementary teachers~~

~~44630-44643 Professional Development and Program Improvement Act of 1968~~

~~44700-44705 Classroom teacher instructional improvement program~~

~~44735 Teaching as a Priority Block Grant; teacher recruitment and retention in high-priority schools~~

44830.3 District interns

45028 Salary schedule and exceptions

48980 Notification of parents/guardians: schedule of minimum days

~~52055.600-52055.662 High Priority Schools Grant Program~~

52060-52077 Local control and accountability plan

56240-56245 Staff development; service to persons with disabilities

99200-99206 Subject matter projects

~~99220-99227 California Professional Development Institutes~~

~~99230-99242 Mathematics and Reading Professional Development Program~~

~~REPEALED EDUCATION CODE FOR CATEGORICAL PROGRAMS~~

~~44579-44579.6 Instructional Time and Staff Development Reform Program~~

GOVERNMENT CODE

3543.2 Scope of representation of employee organization

CODE OF REGULATIONS, TITLE 5

~~11980-11985.6 Mathematics and Reading Professional Development Program~~

13025-13044 Professional development and program improvement

80021 Short-term staff permit

80021.1 Provisional internship permit

80023-80026.6 Emergency permits

UNITED STATES CODE, TITLE 20

6319 Highly qualified teachers

6601-6702 Preparing, Training and Recruiting High Quality Teachers and Principals

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

United Faculty of Contra Costa Community College District v. Contra Costa Community College District, (1990) PERB Order No. 804, 14 PERC P21, 085

Management Resources:

CSBA PUBLICATIONS

Governing to the Core: Professional Development for Common Core, Governance Brief, May 2013

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California Standards for the Teaching Profession, 2009

WEB SITES

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

California Department of Education, Professional Learning: <http://www.cde.ca.gov/pd>

California Subject Matter Projects: <http://csmp.ucop.edu>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

State Board of Education Guidelines and Criteria for Approval of Training Providers, March 2008

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California Standards for the Teaching Profession, 1997

WEB SITES

Beginning Teacher Support and Assessment: <http://www.btsa.ca.gov>

California Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

California Department of Education, Professional Development: <http://www.cde.ca.gov/pd>

California Subject Matter Projects: <http://csmp.ucop.edu>

Policy ROCKLIN UNIFIED SCHOOL DISTRICT

~~adopted~~Adopted: July 15, 2009 Rocklin, California

Revised: December 16, 2015

Rocklin USD

Board Policy

Staff Development

BP 4231

Personnel

Classified staff shall have opportunities to participate in staff development activities in order to improve job skills, retrain to meet changing conditions in the district, and/or enhance personal growth. The Board of Trustees recognizes that classified staff does essential work that supports a healthy school environment and the educational program. Classified staff shall have opportunities to participate in staff development activities in order to improve job skills, learn best practices, retrain as appropriate in order to meet changing conditions in the district, and/or enhance personal growth.

(cf. 3100 - Budget)

(cf. 3350 - Travel Expenses)

(cf. 4200 - Classified Personnel)

(cf. 4261.3 - Professional Leaves)

The Superintendent or designee shall involve classified staff, site and district administrators, and others, as appropriate, in the development of the district's staff development program. He/she shall ensure that the district's staff development program is aligned with district goals, school improvement objectives, the local control and accountability plan, and other district and school plans.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 0420 - School Plans/Site Councils)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 0520.3 - Title I Program Improvement Districts)

Staff development may address general workplace skills and/or skills and knowledge specific to the duties of each classified position, including, but not limited to, the following topics:
(Education Code 45391)

1. Student learning and achievement

a. How paraprofessionals can assist teachers and administrators to improve the academic achievement of students

b. Alignment of curriculum and instructional materials with Common Core State Standards

c. The management and use of state and local student data to improve student learning

d. Best practices in appropriate interventions and assistance to at-risk students

(cf. 4222 - Teacher Aides/Paraprofessionals)

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

(cf. 5123 - Promotion/Acceleration/Retention)

(cf. 6011 - Academic Standards)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6143 - Courses of Study)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

2. Student and campus safety

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515.3 - District Police/Security Department)

(cf. 3515.5 - Sex Offender Notification)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

(cf. 4157/4257/4357 - Employee Safety)

(cf. 4158/4258/4358 - Employee Security)

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5145.9 - Hate-Motivated Behavior)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

3. Education technology, including management strategies and best practices regarding the use of education technology to improve student performance

(cf. 0440 - District Technology Plan)

(cf. 4040 - Employee Use of Technology)

(cf. 6163.4 - Student Use of Technology)

4. School facility maintenance and operations, including best practices in the operation and maintenance of school facilities, such as green technology and energy efficiency, that help reduce the use and cost of energy at school sites

(cf. 3510 - Green School Operations)

(cf. 3511 - Energy and Water Management)

5. Special education, including best practices to meet the needs of special education students and to comply with any new state and federal mandates

(cf. 6159 - Individualized Education Program)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 - Identification and Education Under Section 504)

6. School transportation and bus safety

(cf. 3540 - Transportation)

(cf. 3541- Transportation for School-Related Trips)

(cf. 3541.2 - Transportation for Students with Disabilities)

(cf. 3542 - Bus Drivers)

(cf. 3543 - Transportation Safety and Emergencies)

7. Parent involvement, including ways to increase parent involvement at school sites

(cf. 1240 - Volunteer Assistance)

(cf. 6020 - Parent Involvement)

8. Food service, including food preparation to provide nutritional meals, food safety, and food management

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3551 - Food Service Operations/Cafeteria Fund)

(cf. 3555 - Nutrition Program Compliance)

(cf. 5030 - Student Wellness)

9. Health, counseling, and nursing services

(cf. 5141 - Health Care and Emergencies)

(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.23 - Asthma Management)

(cf. 5141.24 - Specialized Health Care Services)

(cf. 5141.26 - Tuberculosis Testing)

(cf. 5141.27 - Food Allergies/Special Dietary Needs)

(cf. 5141.3 - Health Examinations)

(cf. 5141.52 - Suicide Prevention)

(cf. 5141.6 - School Health Services)

(cf. 6164.2 - Guidance/Counseling Services)

10. Environmental safety, including pesticides and other possibly toxic substances so that they may be safely used at school sites

11. Administrative assistant and clerical duties

~~(cf. 3514 - Environmental Safety)~~

~~(cf. 3514.1 - Hazardous Substances)~~

~~(cf. 3514.2 - Integrated Pest Management)~~

~~(cf. 6161.3 - Toxic Art Supplies)~~

The Superintendent or designee shall develop a program of ongoing staff development which may include, but not be limited to, activities related to:

1. ~~General workplace skills and/or skills and knowledge specific to the duties of each classified position~~

~~(cf. 1340 - Access to District Records)~~

~~(cf. 3515.3 - District Police/Security Department)~~

~~(cf. 3542 - School Bus Drivers)~~

~~(cf. 4200 - Classified Personnel)~~

~~(cf. 4222 - Teacher Aides/Paraprofessionals)~~

~~(cf. 5148 - Child Care and Development)~~

~~(cf. 6300 - Preschool/Early Childhood Education)~~

2. ~~The role of classified staff in achieving district goals and promoting student achievement~~

~~(cf. 0000 - Vision)~~

~~(cf. 0200 - Goals for the School District)~~

~~(cf. 6010 - Goals and Objectives)~~

3. ~~The use of technologies to improve job performance~~

~~(cf. 0440 - District Technology Plan)~~

4. ~~Effective communication and interaction with other staff, students, parents/guardians, and community members~~

~~(cf. 6020 - Parent Involvement)~~

~~(cf. 6171 - Title I Programs)~~

5. ~~Topics related to student health, safety, and welfare~~

~~(cf. 0450 - Comprehensive Safety Plan)~~

~~(cf. 3515.5 - Sex Offender Notification)~~

~~(cf. 5131.6 - Alcohol and Other Drugs)~~

~~(cf. 5131.63 - Steroids)~~

~~(cf. 5141.4 - Child Abuse Prevention and Reporting)~~

~~(cf. 5145.3 - Nondiscrimination/Harassment)~~

~~(cf. 5146.9 - Hate Motivated Behavior)~~

~~(cf. 5145.7 - Sexual Harassment)~~

(cf. 5149—At Risk Students)

6.—Topics related to employee health, safety, and security

(cf. 4119.11/4219.11/4319.11—Sexual Harassment)

(cf. 4119.43/4219.43/4319.43—Universal Precautions)

(cf. 4157/4257/4357—Employee Safety)

(cf. 4158/4258/4358—Employee Security)

7.—For classroom instructional aides, staff development activities may also include academic content of the core curriculum; teaching strategies; classroom management; or other training designed to improve student performance, conflict resolution, and intolerance and hatred prevention

(cf. 4131—Staff Development)

The Superintendent or designee shall involve classified staff, site and district administrators, and others, as appropriate, in the development of the district's staff development program.—He/she shall ensure that the district's staff development program is aligned with district goals, school improvement objectives, and school plans.

(cf. 0000—Vision)

(cf. 0200—Goals for the School District)

(cf. 0420—School Plans/Site Councils)

(cf. 0420.1—School Based Program Coordination)

(cf. 0520—Intervention for Underperforming Schools)

(cf. 0520.1—High Priority Schools Grant Program)

(cf. 0520.2—Title I Program Improvement Schools)

(cf. 0520.3—Title I Program Improvement Districts)

The district's staff evaluation process may be used to recommend additional staff development for individual employees.—

(cf. 4215—Evaluation/Supervision)

The Board of Trustees may budget for actual and reasonable expenses incurred by classified staff who participate in staff development activities.

(cf. 3350—Travel Expenses)

The Superintendent or designee shall provide a means for continual evaluation of the benefit of staff development activities to staff and the district and shall regularly report to the Board regarding the effectiveness of the staff development program.

(cf. 0500—Accountability)

(cf. 9000—Role of the Board)

For classroom instructional aides or other classified staff involved in direct instruction of students, staff development activities may also include academic content of the core curriculum, teaching strategies, classroom management, or other training designed to improve student performance, conflict resolution, and relationships among students. Such professional learning opportunities shall be evaluated based on criteria specified in Education Code 44277 and BP 4131 - Staff Development.

The district's staff evaluation process may be used to recommend additional individualized staff development for individual employees.

(cf. 4215 - Evaluation/Supervision)

The Superintendent or designee shall provide a means for continual evaluation of the benefit of staff development activities to staff and students and shall regularly report to the Board regarding the effectiveness of the staff development program.

(cf. 0500 - Accountability)

Legal Reference:

EDUCATION CODE

~~41530-41532 Professional Development Block Grant~~

44032 Travel expense payment

44277 Professional growth programs for individual teachers

44390-44393 California School Paraprofessional Teacher Training Program

45380-45387 Retraining and study leave (classified)

52060-52077 Local control and accountability plan

56240-56245 Staff development; service to persons with disabilities

~~REPEALED EDUCATION CODE FOR CATEGORICAL PROGRAMS~~

~~44579-44579.6 Instructional Time and Staff Development Reform Program~~

GOVERNMENT CODE

3543.2 Scope of representation of employee organization

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

United Faculty of Contra Costa Community College District v. Contra Costa Community College District, (1990) PERB Order No. 804, 14 PERC P21, 085

Management Resources:

WEB SITES

California Association of School Business Officials: <http://www.casbo.org>

California School Employees Association: <http://www.csea.com>

Policy ROCKLIN UNIFIED SCHOOL DISTRICT

Adopted: —November 2, 2005 Rocklin, California

Revised: December 16, 2015

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Revisions to Administrative Regulations AR 4161.8, AR 4261.8, AR 4361.8 – Family Care and Medical Leave

DEPARTMENT: Office of the Assistant Superintendent, Human Resources

Background:

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

Status:**AR 4161.8, AR 4261.8, AR 4361.8 – Family Care and Medical Leave (Revised)**

Regulations have been updated to reflect New Title 2 Regulations (Register 2015, No. 17) which retitle, renumber, and amend certain provisions implementing the California Family Rights Act, including the definition of "serious health condition," medical certification of the need for the leave, and refusal to reinstate an employee if the leave was fraudulently obtained by the employee. Renumbered Title 2 regulations related to pregnancy disability leave and other legal cites updated throughout the AR. Regulation also reflects New Law (SB 1306, 2014) which revises the definition of marriage and thus affects the definition of "spouse."

Presenter(s):

Colleen Slattery, Assistant Superintendent, Human Resources

Financial Impact:

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

Material/Films:

None

Other People Who Might Be Present:

None

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

Packet Information Item:

Revisions to AR 4161.8, AR 4261.8, AR 4361.8 – Family Care and Medical Leave

Recommendation:

Staff recommends approval of revisions to AR 4161.8, AR 4261.8, AR 4361.8 – Family Care and Medical Leave.

Rocklin USD

Administrative Regulation

Family Care And Medical Leave

AR 4161.8
Personnel

The district shall not deny any eligible employee his/her right to family care, medical, or pregnancy disability leave (PDL) pursuant to the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), or the Fair Employment and Housing Act (FEHA) or restrain or interfere with the employee's exercise of such right. In addition, the district shall not discharge an employee or discriminate or retaliate against him/her for taking such leave or for his/her opposition to or challenge of any unlawful district practice in relation to any of these laws or for his/her involvement in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

(cf. 4030 - Nondiscrimination in Employment)
(cf. 4032 - Reasonable Accommodation)
(cf. 4033 - Lactation Accommodation)

Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

Child (son or daughter) means a biological, adopted, or foster child; a stepchild; a legal ward; or a child of a person to whom the employee standing stands in loco parentis, as long as the child is under 18 years of age or an adult dependent child. (29 USC 2611; 2 CCR 11087; Government Code 12945.2)

Eligible employee for FMLA and CFRA purposes means an employee who has been employed with the district for at least 12 months of service with the district and who has at least 1,250 hours of service with the district during the previous 12-month period. However, these requirements shall not apply when an employee applies for PDL. Full-time teachers are deemed to meet the 1,250 hours of service requirement. (29 USC 2611; 29 CFR 825.110; Government Code 12945.2)

Eligible employee for FMLA and CFRA purposes means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district during the previous 12-month period. However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)

Employee disabled by pregnancy means a woman who, in the opinion of her health care

provider, is: (2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of her job or to perform any of them without undue risk to herself, her pregnancy's successful completion, or to other persons

2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

Parent means a biological, foster, or adoptive parent; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child. Parent does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122)

Full-time teacher means an employee whose principal function is to teach and instruct students in a class, a small group, or individual setting and includes athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. (29 CFR 825.800)

Parent means a biological, foster, or adoptive parent; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child. Parent does not include a spouse's parents. (29 USC 2611; 29 CFR 825.122; Government Code 12945.2; 2 CCR 7297.0)

Serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or his/her child, parent, or spouse, including but not limited to, treatment for substance abuse, that involves either of the following:

(Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611; 29 CFR 825.113-825.115)
(29 USC 2611; 29 CFR 825.113, 825.114, 825.115; Government Code 12945.2)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity.

A person is considered an inpatient when a health care facility formally admits him/her to the facility with the expectation that he/she will remain overnight and occupy a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.

Incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:

a. A period of incapacity of more than three consecutive full days

b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition

c. ~~Any period of incapacity due to pregnancy or for prenatal care under FMLA~~ For purposes of leave under Family and Medical Leave Act (FMLA), any period of incapacity due to pregnancy or for prenatal care

d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective

e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Spouse means a partner in marriage as defined in Family Code 300 ~~or 1 USC 7.~~, including same sex partners in marriage, or ~~In addition, for purposes of rights under the California Family Rights Act (CFRA), a registered domestic partner shall have the same rights, protections, and benefits as a spouse and protections provided to a spouse's child shall also apply to a child of a registered domestic partner within the meaning of Family Code 297-297.5.~~ (29 CFR 825.122; Family Code 297, 297.5; 2 CCR 7297.011087)

Eligibility

The district shall grant ~~family care and medical leave~~ FMLA or CFRA to eligible employees for any of the following reasons: (29 USC 2612; 29 CFR 825.112; ~~Family Code 297.5~~; Government Code 12945.2)

1. ~~Because of the~~ The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child ~~by the employee~~ (baby bonding).

2. To care for the employee's child, parent, or spouse with a serious health condition.

3. ~~Because of the~~ The employee's own serious health condition that makes him/her unable to perform one or more essential functions of his/her position. ~~However, for purposes of leave under the CFRA, this does not include leave taken for disability on account of pregnancy, childbirth, or related medical conditions.~~

4. To care for a covered servicemember with a serious injury or illness if the covered servicemember is the ~~employee's~~ is the spouse, child, parent, or ~~designated~~ next of kin ~~of the servicemember as defined~~.

5. ~~Because of any~~ Any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.

In addition, the district shall grant PDL to any female employee who is disabled by pregnancy,

~~childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)
The district shall not interfere with, restrain, or deny the exercise of any right provided to an eligible employee under the law. Also, the district shall not discharge or discriminate against any employee for opposing any practice made unlawful by, or because of, his/her involvement in any inquiry or proceeding related to the family care and medical leave. (29 USC 2615; Government Code 12945.2)~~

~~(cf. 4030—Nondiscrimination in Employment)~~

Terms of Leave

~~An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember, as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently.
an eligible employee shall be entitled to a total of 12 work weeks of family care and medical leave during any 12-month period. (29 USC 2612; Government Code 12945.2) This 12-month period shall coincide with the fiscal year. (29 CFR 825.200)~~

~~In the case of leave taken pursuant to the FMLA for the purpose of caring for a covered servicemember with a serious injury or illness, an eligible employee shall be entitled to a total of 26 work weeks of family care and medical leave during a single 12-month period measured forward from the date an employee's first FMLA leave to care for the covered servicemember begins.~~

~~Leave taken pursuant to the CFRA shall run concurrently with leave taken pursuant to the FMLA, except in the following circumstances:~~

~~1. — Leave taken to care for a registered domestic partner or a child of a domestic partner. Such leave shall count as leave under the CFRA only. (Family Code 297.5)~~

~~2. — Leave taken under the FMLA for disability on account of pregnancy, childbirth, or related medical conditions. In addition to federal family care and medical leave, an employee may be entitled to take California pregnancy disability leave of up to four months. During the otherwise unpaid portion of pregnancy disability leave, the employee may use any accrued vacation, sick time, or other paid leave. Such FMLA leave shall run concurrently with any pregnancy disability leave taken by the employee, except that CFRA leave shall not commence until the expiration of the pregnancy disability leave. (Government Code 12945, 12945.2; CCR 7297.6)~~

~~(cf. 4161.1/4361.1—Personal Illness/Injury Leave)~~

~~(cf. 4261.1—Personal Illness/Injury Leave)~~

~~In addition, for each pregnancy, any female employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional~~

basis. (Government Code 12945; 2 CCR 11042)

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of her child or to bond with or care for the child. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. (2 CCR 11090; 29 USC 2612)

If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a combined total of 12 work weeks. This restriction shall apply regardless of the legal status of both parents' relationship. (Government Code 12945.2; 2 CCR 11088; 29 USC 2612)

~~Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. The basic minimum duration of the leave for birth or placement of a child shall be two weeks. However, the district shall grant a request for leave of less than two weeks' duration on any two occasions. (29 USC 2612; 2 CCR 7297.3)~~

~~If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a combined total of 12 weeks. This restriction shall apply whether the parents are married, registered domestic partners, or not married. (29 USC 2612; Government Code 12945.2)~~

~~During the period of family care and medical leave or pregnancy disability leave, the employee may elect to use his/her accrued vacation leave, other accrued time off, or any other paid or unpaid time off negotiated with the district. If the leave is because of the employee's own serious health condition or pregnancy, the employee may use accrued sick leave pursuant to the collective bargaining agreements and/or Board policy. (29 USC 2612; Government Code 12945.2)~~

~~(cf. 4141/4241—Collective Bargaining Agreement)~~

~~(cf. 4161/4261—Leaves)~~

Use/Substitution of Paid Leave

An employee shall use his/her accrued vacation leave, other accrued time off, and any other paid time off negotiated with the district for any otherwise unpaid FMLA or CFRA leave not involving his/her own serious health condition. For PDL, CFRA, or FMLA leave due to an employee's own serious health condition, the employee shall use accrued sick leave and may use accrued vacation leave and other paid time off at his/her option. (Government Code 12945, 12945.2; 2 CCR 11044; 29 USC 2612)

The district and employee may also negotiate for the employee's use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4161/4261/4361 - Leaves)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4261.1 - Personal Illness/Injury Leave)

Intermittent Leave/Reduced Leave Schedule

PDL and family care and medical leave for the~~Leave related to the~~ serious health condition of ~~the~~ an employee or his/her child, parent, or spouse may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district may limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. (2 CCR 11042, 11090; 29 USC 2612)(~~29 USC 2612; 2 CCR 7297.3~~)

The basic minimum duration of leave for the birth or placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

The district may require an employee to transfer temporarily to an available alternative position if the employee is pregnant and provides medical certification from her health care provider of a medical need for intermittent leave or leave on a reduced work or leave schedule or if the employee's need for the intermittent leave or leave on a reduced work or leave schedule is foreseeable based on his/her planned medical treatment or that of a family member. This alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

~~If an employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on planned medical treatment for the employee or a family member, the district may require the employee to transfer temporarily to an available alternative position. This alternative position must have equivalent pay and benefits, the employee must be qualified for the position, and the position must better accommodate recurring periods of leave than the employee's regular job. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced leave schedule. (29 USC 2612; 2 CCR 7297.3)~~

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

Request for Leave

The district shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the district aware of the need to

take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, he/she must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 11091)

The district shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

~~An employee shall provide at least verbal notice sufficient to make the district aware that he/she needs family care and medical leave and the anticipated timing and duration of the leave. The employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement; however, he/she must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 7297.4)~~

Based on the information provided by the employee ~~or his/her spokesperson~~, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the district is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.300)(2 CCR 7297.4)

When an employee is able to foresee the need for the leave-PDL or family care and medical leave at least 30 days in advance of the leave, ~~is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member~~, the employee shall provide the district with at least 30 days advance notice before the leave. When the 30 days notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. (2 CCR 11050, 11091)

In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 11050, 11091)

~~The employee shall consult with the district and make a reasonable effort to schedule, subject to the health care provider's approval, any planned medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 7297.4)~~

~~When the 30 days notice is not practicable because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, the employee shall provide the district with notice as soon as practicable. (2 CCR 7297.4)~~

Certification of Health Condition

Within five business days of an employee's request for family care and medical leave for his/her own or his/her child's, parent's, or spouse's serious health condition, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR 11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613)

~~A request by an employee for family care and medical leave for his/her serious health condition, or to care for a child, parent, or spouse with a serious health condition, shall be supported by a certification from the health care provider of the employee or such other person as applicable. The certification shall include the following: (29 USC 2613; Government Code 12945.2; 2 CCR 7297.0)~~

1. The date on which the serious health condition began
2. The probable duration of the condition
3. If the employee is requesting leave to care for a child, parent, or spouse with a serious health condition, both of the following:
 - a. Statement that the serious health condition warrants the participation of a family member to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of the child, parent, or spouse during a period of the treatment or supervision ~~of the child, parent, or spouse~~
 - b. Estimated amount of time the health care provider believes the employee needs to care for the child, parent, or spouse
4. If the employee is requesting leave because of his/her own serious health condition, a statement that due to the serious health condition, he/she is unable to work at all or is unable to perform one or more essential functions of his/her job
5. If the employee is requesting leave for intermittent treatment or is requesting leave on a reduced leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

~~At the time of the employee's request for leave or within five business days, the Superintendent or designee shall request that the employee provide certification of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 days, unless either the Superintendent or designee provides additional time or it is not practicable under the~~

~~particular circumstances, despite the employee's diligent, good faith efforts. (29 CFR 825.305; 2 CCR 7297.4)~~

When the employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA as long as appropriate notice is given to the employee and there is no individualized harm or injury to the employee. (2CCR 11091; 29 CFR 825.301)

If the Superintendent or designee doubts the validity of a certification that accompanies a request for leave for the employee's own serious health condition, he/she may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (29 USC 2613; Government Code 12945.2; 2 CCR 11091)

For PDL, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The Superintendent or designee may request certification at some later date if he/she has reason to question the appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts. (2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because she is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional leave-PDL or family care is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified in items #1-5 above. (Government Code 12945.2; 29 USC 2613; 2 CCR 11050~~Government Code 12945.2~~)

Release to Return to Work
Fitness for Duty

Upon expiration of an employee's PDL or family care and medical leave taken for his/her own

serious health condition, an employee shall present certification from his/her health care provider that he/she is able to resume work.

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

The certification from the employee's health care provider shall address the employee's ability to perform the essential functions of his/her job.

Rights to Reinstatement ~~and Maintenance of Benefits~~

Upon granting an employee's request for ~~for PDL or FMLA/CFRA family care and medical~~ leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (~~Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614; Government Code 12945.2~~)

However, the district may refuse to reinstate an employee returning from ~~FMLA or CFRA~~ leave to the same or a comparable position if all of the following apply: (~~Government Code 12945.2; 2 CCR 11089; 29 USC 2614, Government Code 12945.2~~)

1. The employee is a salaried "key employee" who is among the highest paid 10 percent of ~~those~~ district employees who are employed within 75 miles of the employee's worksite.
2. The refusal is necessary to prevent substantial and grievous economic injury to district operations.
3. The district informs the employee of its intent to refuse reinstatement at the time it determines that the refusal is necessary, and the employee fails to immediately return to service.

~~(cf. 4117.3 - Personnel Reduction)
(cf. 4217.3 - Layoff/Rehire)~~

~~An employee who takes leave has no greater right to reinstatement or to other benefits and conditions of employment than if he/she had been continuously employed during the leave period. If an employee is laid off or was hired for a specific term or to perform work on a discrete project during the leave period, he/she is not entitled to reinstatement or maintenance of group health plan benefits, provided the district has no continuing obligations under a collective bargaining agreement or otherwise. (29 CFR 825.216; 2 CCR 7297.2)~~

~~(cf. 4117.3 - Personnel Reduction)
(cf. 4217.3 - Layoff/Rehire)~~

~~The district may also refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)~~

~~The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in~~

that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, he/she shall maintain his/her status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614; -Government Code 12945.2)

For up to a maximum of four months for PDL and 12 work weeks for other~~For a period of 12 weeks, the district shall continue to provide an eligible employee on~~ family care and medical leave, the district shall continue to provide an eligible employee the group health plan coverage that was in place before he/she took the leave. The employee shall reimburse the district for premiums paid during the family care and medical leave when he/she fails to return to district employment after the expiration of all available leaves~~the leave~~ and the failure is for any reason other than the continuation, recurrence, or onset of a serious health condition, or other circumstances beyond his/her control. (Government Code 12954.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213; -Government Code 12954.2)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

In addition, during the period when an employee is on PDL or family care and medical leave, ~~he/she~~the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not ~~be required to~~ make plan payments for an employee during the any unpaid portion the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; 2 CCR 11044, 11092)

Military Family Leave Resulting from Qualifying Exigencies

An eligible employee may take up to 12 work weeks of unpaid FMLA leave, during the each -12-month period established by the district in the section entitled "Terms of Leave" above, while a covered military member is on active duty or call to active duty status for one or more qualifying exigencies while his/her child, parent, or spouse who is a military member is on covered active duty or on call to covered active duty status. (29 CFR 825.126)

Covered active military member duty

during the deployment of a member of the regular Armed Forces to a foreign country or duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or an order to active duty in support of a contingency operation pursuant to law. (29 USC 2611; 29 CFR 825.126)

means the employee's spouse, son, daughter, or parent on active duty or call to active duty status. Active duty or call to active duty status means a member of the National Guard or Reserves who

is under a call or order to active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation. (29 CFR 825.126)

Qualifying exigencies include time needed to: (29 CFR 825.126)

(1) Address issues arising from short notice deployment (up to seven calendar days from the date of receipt of call or order of short notice deployment);

(2) Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status;

(3) Arrange childcare or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative childcare, enrolling or transferring a child to a new school, or attending meetings;

(4) Make or update financial and legal arrangements to address a covered military member's absence;

(5) Attend counseling provided by someone other than a health care provider;

(6) Spend time (up to ~~five~~15 days of leave per instance) with a ~~covered~~-military member who is on short-term, temporary, ~~Rest and~~ ~~Recuperation~~ leave during deployment;

(7) Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings; ~~and~~

(8) Address any other event that the employee and district agree is a qualifying exigency. (29 CFR 825.126)

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

An employee who is requesting ~~such~~ leave for qualifying exigencies ~~the first time~~ shall provide the Superintendent or designee with a copy of the ~~covered~~-military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certifications shall ~~which~~ contains the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. (29 CFR 825.302)

During the period of qualified exigency leave, the district's rule specified in "Terms of Leave" ~~above~~, regarding an employee's use of his/her accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Military Caregiver Leave

The district shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date of leave taken, ~~to an eligible employee~~ to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, an employee must be the spouse, son, daughter, parent, or next of kin of the covered servicemember. This 26-week period is not in addition to, but rather is inclusive of, the ~~up to~~ 12-weeks of leave that may be taken for other FMLA qualifying reasons, ~~but rather is inclusive of such 12 weeks~~. (29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember may be: (29 CFR 825.127)

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness

2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

~~Covered servicemember means a current member, or member who is on the temporary disability retired list, of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty while on active duty for which he/she is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for that injury or illness. (29 USC 2611, 2612; 29 CFR 825.127)~~

Son or daughter of a covered servicemember means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child of any age for whom the covered servicemember stood in loco parentis, ~~and who is of any age~~. (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step or foster parent, or any other individual who stood in loco parentis to the covered servicemember (except "parents in law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to ~~that individual~~ the covered servicemember, or as designated in writing by the covered servicemember. (29 USC 2611, 2612)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:

a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered him/her unable to perform the duties of his/her office, grade, rank, or rating

b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition

c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to his/her military service or that would do so but for treatment received by the veteran

d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

~~Serious injury or illness means an injury or illness incurred by the member in the line of duty while on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating. (29 USC 2611; 29 CFR 825.127)~~

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

The leave may be taken intermittently or on a reduced **work or leave** schedule when medically necessary. An employee taking military caregiver leave in combination with other leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

During the period of military caregiver leave, the district's rule **specified in "Terms of Leave" above,** regarding an employee's use of his/her accrued vacation leave and other accrued paid or

unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

~~Military Family Leave Resulting from Qualifying Exigencies~~

~~An eligible employee may take up to 12 work weeks of unpaid leave during the 12-month period established by the district while a covered military member is on active duty or call to active duty status for one or more qualifying exigencies. (29 CFR 825.126)~~

~~Covered military member means the employee's spouse, son, daughter, or parent on active duty or call to active duty status. Active duty or call to active duty status means a member of the National Guard or Reserves who is under a call or order to active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation. (29 CFR 825.126)~~

~~Qualifying exigencies include time needed to (1) address issues arising from short notice deployment (up to seven calendar days from the date of receipt of call or order of short notice deployment); (2) attend military events and related activities, such as any official ceremony or family assistance program related to the active duty or call to active duty status; (3) arrange childcare or attend school activities arising from the active duty or call to active duty, such as arranging for alternative childcare, enrolling or transferring a child to a new school, or attending meetings; (4) make or update financial and legal arrangements to address a covered military member's absence; (5) attend counseling provided by someone other than a health care provider; (6) spend time (up to five days of leave per instance) with a covered military member who is on short-term temporary rest and recuperation leave during deployment; (7) attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings; and (8) address any other event that the employee and district agree is a qualifying exigency. (29 CFR 825.126)~~

~~The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)~~

~~An employee who is requesting such leave for the first time shall provide the Superintendent or designee with a copy of the covered military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave which contains the information specified in 29 CFR 825.309.~~

~~The employee's qualifying exigency leave may be taken on an intermittent or reduced leave schedule basis. (29 CFR 825.302)~~

~~During the period of qualified exigency leave, the district's rule specified in "Terms of Leave" above, regarding an employee's use of his/her accrued vacation leave and any other accrued paid or unpaid time off, shall apply.~~

Notifications

The Superintendent or designee shall provide the following notifications about state and federal law related to PDL or FMLA/CFRA leave:

1. General Notice: Information ~~shall be posted in a conspicuous place on district premises or electronically~~ explaining the provisions of the FEHA/PDL and FMLA/CFRA and ~~information about~~ employee rights and obligations shall be posted in a conspicuous place on district premises, or electronically, included in employee handbooks. (29 USC 2619; 2 CCR 7297.9)

The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days notice of the need for the requested leave, when the need is reasonable foreseeable at least 30 days prior to the start of ~~for~~ the leave ~~is reasonably foreseeable~~. (2 CCR 11050, 11091; 2 CCR 7297.4)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

2. Eligibility Notice: When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall within five business days, provide notification, ~~within five business days~~, to the employee of his/her eligibility to take such leave ~~(i.e., whether the employee has met the months of employment, hours of service, and worksite requirements)~~. (2 CCR 11049, 11091; 29 CFR 825.300)

3. Rights and Responsibilities Notice: Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as appropriate: (29 CFR 825.300)

a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying

b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification

c. The employee's right to ~~substitute~~ paid leave, whether the district will require ~~substitution~~ use of paid leave, conditions related to any ~~substitution~~ use of paid leave, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave

d. Any requirements for the employee to make any premium payments to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis

e. ~~If applicable, t~~The employee's status as a "key employee" if applicable, potential consequence that restoration may be denied following the FMLA leave, and explanation of the conditions required for such denial and information related to restoration of that status

f. The employee's right to maintenance of benefits during the leave and restoration to the

same or an equivalent job upon return from leave

g. The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave.
~~benefits should the employee not return to service~~

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of his/her receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice~~Rights and Responsibilities Notice referencing the prior notice and describing any changes to the notice.~~ (29 CFR 825.300)

4. Designation Notice: When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, he/she shall, ~~provide written notification,~~ within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

If the district requires paid leave to be ~~substituted~~ used during an otherwise ~~for~~ unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a release to return to work fitness-for-duty ~~certification~~ that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement.

Any time the information provided in the ~~Designation-designation Notice-notice~~ changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

Records

The Superintendent or designee shall maintain records pertaining to an employee's use of family care and medical leave in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500; ~~Government Code 12946~~)

Legal Reference:

EDUCATION CODE

44965 Granting of leaves of absence for pregnancy and childbirth

FAMILY CODE

297-297.5 Rights, protections and benefits under law; registered domestic partners

300 Validity of marriage

GOVERNMENT CODE

[12926 Fair employment and housing act, definitions](#)

12940 Unlawful employment practices

12945 Pregnancy; childbirth or related medical condition; unlawful practice

12945.1-12945.2 California Family Rights Act

CODE OF REGULATIONS, TITLE 2

[11035-11051 Sex discrimination: pregnancy, childbirth and related medical conditions](#)

[11087-11098 California Family Rights Act](#)

~~[7291.2-7291.16 Sex discrimination: pregnancy and related medical conditions](#)~~

~~[7297.0-7297.11 Family care leave](#)~~

UNITED STATES CODE, TITLE 1

7 Definition of marriage, spouse

UNITED STATES CODE, TITLE 29

2601-2654 Family and Medical Leave Act of 1993, as amended

[UNITED STATES CODE, TITLE 42](#)

[2000ff-1-2000ff-11 Genetic Information Nondiscrimination Act of 2008](#)

CODE OF FEDERAL REGULATIONS, TITLE 29

825.100-825.800 Family and Medical Leave Act of 1993

COURT DECISIONS

[United States v. Windsor, \(2013\) 699 F.3d 169](#)

Faust v. California Portland Cement Company, (2007) 150 Cal.App. 4th 864

Tellis v. Alaska Airlines, (9th Cir., 2005) 414 F.3d 1045

Management Resources:

FEDERAL REGISTER

[The Family and Medical Leave Act; Final Rule; February 6, 2013. Vol. 78, No. 25, pages 8903-8947](#)

~~[Final Rule and Supplementary Information, November 17, 2008. Vol. 73, No. 222, pages 67934-68133](#)~~

U.S. DEPARTMENT OF LABOR PUBLICATIONS

Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

U.S. Department of Labor, FMLA: <http://www.dol.gov/esa/whd/fmla>

Regulation ROCKLIN UNIFIED SCHOOL DISTRICT

~~approved~~**Adopted**: August 5, 2009 Rocklin, California

Revised: December 16, 2015

Rocklin USD

Administrative Regulation

Family Care And Medical Leave

AR 4261.8
Personnel

The district shall not deny any eligible employee his/her right to family care, medical, or pregnancy disability leave (PDL) pursuant to the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), or the Fair Employment and Housing Act (FEHA) or restrain or interfere with the employee's exercise of such right. In addition, the district shall not discharge an employee or discriminate or retaliate against him/her for taking such leave or for his/her opposition to or challenge of any unlawful district practice in relation to any of these laws or for his/her involvement in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

(cf. 4030 - Nondiscrimination in Employment)
(cf. 4032 - Reasonable Accommodation)
(cf. 4033 - Lactation Accommodation)

Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

Child (son or daughter) means a biological, adopted, or foster child; a stepchild; a legal ward; or a child ~~of a person standing to whom the employee stands~~ in loco parentis as long as the child is under 18 years of age or an adult dependent child. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; ~~Government Code 12945.2~~)

Eligible employee for FMLA and CFRA purposes means an employee who has been employed with the district for at least 12 months ~~of service with the district~~ and who has at least 1,250 hours of service with the district during the previous 12-month period. However, these requirements shall not apply when an employee applies for PDL. Full-time teachers are deemed to meet the 1,250 hours of service requirement. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110; ~~Government Code 12945.2~~)

Employee disabled by pregnancy means a woman who, in the opinion of her health care provider, is: (2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of her job or to perform any of them without undue risk to herself, her pregnancy's successful completion, or to other persons

2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

~~Full-time teacher means an employee whose principal function is to teach and instruct students in a class, a small group, or individual setting and includes athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired.—(29 CFR 825.800)~~

Parent means a biological, foster, or adoptive parent; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child. Parent does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122; ~~Government Code 12945.2; 2 CCR 7297.0~~)

Serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or his/her child, parent, or spouse, including, but not limited to, treatment for substance abuse, that involves either of the following: (Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611; 29 CFR 825.113, ~~825.114, 825.115~~; ~~Government Code 12945.2~~)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity

A person is considered an inpatient when a health care facility formally admits him/her to the facility with the expectation that he/she will remain overnight and occupy a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.

Incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:

a. A period of incapacity of more than three consecutive full days

b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition

c. Any period of incapacity due to pregnancy or for prenatal care under FMLA ~~For purposes of leave under Family and Medical Leave Act (FMLA), any period of incapacity due to pregnancy or for prenatal care~~

- d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective
- e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Spouse means a partner in marriage as defined in Family Code 300 including same sex partners in marriage, or a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122) ~~or 1 USC 7. In addition, for purposes of rights under the California Family Rights Act (CFRA), a registered domestic partner shall have the same rights, protections, and benefits as a spouse and protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (29 CFR 825.122; Family Code 297.5; 2 CCR 7297.0)~~

Eligibility

The district shall grant ~~family care and medical~~FMLA or CFRA leave to eligible employees for the following reasons: (Government Code 12945.2; 29 USC 2612; 29 CFR 825.112; ~~Family Code 297.5; Government Code 12945.2~~)

- 1. ~~Because of t~~The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child ~~by the employee.~~(baby bonding)
- 2. To care for the employee's child, parent, or spouse with a serious health condition.
- 3. ~~Because of t~~The employee's own serious health condition that makes him/her unable to perform one or more essential functions of his/her position. However, for purposes of leave under the CFRA, this does not include leave taken for disability on account of pregnancy, childbirth, or related medical conditions.
- 4. Any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)
~~To care for a covered servicemember with a serious injury or illness if the employee is the spouse, child, parent, or designated next of kin of the servicemember.~~
- 5. To care for a covered servicemember with a serious injury or illness if the covered servicemember is the employee's spouse, child, parent, or next of kin, as defined~~Because of any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.~~

In addition, the district shall grant PDL to any female employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)
~~The district shall not interfere with, restrain, or deny the exercise of any right provided to an~~

~~eligible employee under the law. —Also, the district shall not discharge or discriminate against any employee for opposing any practice made unlawful by, or because of, his/her involvement in any inquiry or proceeding related to the family care and medical leave. (29 USC 2615; Government Code 12945.2)~~

~~(cf. 4030—Nondiscrimination in Employment)~~

Terms of Leave

~~Except in the case of leave to care for a covered servicemember, a~~ An eligible employee shall be entitled to a total of 12 work weeks of ~~family care and medical~~ FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. (Government Code 12945.2; 29 USC 2612;- ~~Government Code 12945.2~~) This 12-month period shall coincide with the fiscal year. (29 CFR 825.200)

In the case of leave taken pursuant to the FMLA for the purpose of caring for a covered servicemember with a serious injury or illness, an eligible employee shall be entitled to a total of 26 work weeks of family care and medical leave during a single 12-month period measured forward from the date an employee's first FMLA leave to care for the covered servicemember begins.

In addition, for each pregnancy, any female employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)

~~Leave taken pursuant to the CFRA shall run concurrently with leave taken pursuant to the FMLA, except in the following circumstances:~~

~~1. —Leave taken to care for a registered domestic partner or a child of a domestic partner. — Such leave shall count as leave under the CFRA only. (Family Code 297.5)~~

~~2. —Leave taken under the FMLA for disability on account of pregnancy, childbirth, or related medical conditions. In addition to federal family care and medical leave, an employee may be entitled to take California pregnancy disability leave of up to four months. During the otherwise-unpaid portion of pregnancy disability leave, the employee may use any accrued vacation, sick time, or other paid leave. — Such FMLA leave shall run concurrently with any pregnancy disability leave taken by the employee, except that CFRA leave shall not commence until the expiration of the pregnancy disability leave. — (Government Code 12945, 12945.2; CCR 7297.6)~~

~~(cf. 4161.1/4361.1—Personal Illness/Injury Leave)~~

~~(cf. 4261.1—Personal Illness/Injury Leave)~~

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. ~~The basic minimum duration of the leave for birth or placement of a child shall be two weeks. However, the district shall grant a request for leave of less than two weeks' duration on any two occasions.~~ (2 CCR 11090; 29 USC 2612; 2 CCR 7297.3)

If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a combined total of 12 weeks. ~~This restriction shall apply whether the parents are married, registered domestic partners, or not married.~~ (Government Code 12945.2; 2 CCR 11088; 29 USC 2612; Government Code 12945.2)

Use/Substitution of Paid Leave

~~An employee shall use his/her accrued vacation leave, other accrued time off, and any other paid time off negotiated with the district for any otherwise unpaid FMLA or CFRA leave not involving his/her own serious health condition. For PDL, CFRA, or FMLA leave due to an employee's own serious health condition, the employee shall use accrued sick leave and may use accrued vacation leave and other paid time off at his/her option.~~ (Government Code 12945, 12945.2; 2 CCR 11044; 29 USC 2612)

~~During the period of family care and medical leave or pregnancy disability leave, the employee may elect to use his/her accrued vacation leave, other accrued time off, or any other paid or unpaid time off negotiated with the district. If the leave is because of the employee's own serious health condition or pregnancy, the employee may use accrued sick leave pursuant to the collective bargaining agreements and/or Board policy.~~ (29 USC 2612; Government Code 12945.2)

~~The district and employee may also negotiate for the employee's use of any additional paid or unpaid time off instead of using the employee's CFRA leave.~~ (2 CCR 11092)

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4161/4261 - Leaves)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4261.1 - Personal Illness/Injury Leave)

Intermittent Leave/Reduced Leave Schedule

~~PDL and family care and medical leave for the~~Leave related to the serious health condition of ~~the~~ an employee or his/her child, parent, or spouse may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district may limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. (2 CCR 11042, 11090; 29 USC 2612; 2 CCR 7297.3)

The basic minimum duration of leave for the birth or placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

The district may require an employee to transfer temporarily to an available alternative position if the employee is pregnant and provides medical certification from her health care provider of a medical need for intermittent leave or leave on a reduced work or leave schedule or if the employee's need for the intermittent leave or leave on a reduced work or leave schedule is foreseeable based on his/her planned medical treatment or that of a family member. This alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

~~If an employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on planned medical treatment for the employee or a family member, the district may require the employee to transfer temporarily to an available alternative position. This alternative position must have equivalent pay and benefits, the employee must be qualified for the position, and the position must better accommodate recurring periods of leave than the employee's regular job. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced leave schedule. (29 USC 2612; 2 CCR 7297.3)~~

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

Request for Leave

The district shall consider an employee's request for PDL or family care and medical leave only if the employee provides~~An employee shall provide~~ at least verbal notice sufficient to make the district aware of the need to take the~~that he/she needs family care and medical~~ leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)

For family care and medical leave,~~The~~ employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement; ~~however~~However, he/she must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR ~~11091~~7297.4)

The district shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

Based on the information provided by the employee ~~or his/her spokesperson~~, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. Failure of an employee to respond to

permissible inquiries regarding the leave request may result in denial of CFRA protection if the district is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.3002 CCR 7297.4)

~~When an employee is able to the need for the PDL or family care and medical leave at least 30 days in advance of the leave, is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, the employee shall provide the district with at least 30 days advance notice before the leave. When the 30 days notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, or a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. The employee shall consult with the district and make a reasonable effort to schedule, subject to the health care provider's approval, any planned medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 7297.4) (2 CCR 11050, 11091)~~

~~When the 30 days notice is not practicable because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, the employee shall provide the district with notice as soon as practicable. (2 CCR 7297.4)~~

Certification of Health Condition

~~Within five business days of an employee's request by an employee for family care and medical leave for his/her own or his/her own child;s, parent;s, or spouse's serious health condition, or to care for a child, parent, or spouse with a serious health condition, the Superintendent or designee shall that the employee provide be supported by a the certification within 15 days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts, from the health care provider of the employee or such other person as applicable. (2 CCR 11091; 29 CFR 825.305)~~

~~The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613; Government Code 12945.2; 2 CCR 7297.0)~~

1. The date on which the serious health condition began
2. The probable duration of the condition
3. If the employee is requesting leave to care for a child, parent, or spouse with a serious health condition, both of the following:
 - a. Statement that the serious health condition warrants the participation of ~~the employee a family member~~ to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of the child, parent, or spouse during a period of the treatment or supervision of the child, parent, or spouse
 - b. Estimated amount of time the health care provider believes the employee needs to care for

the child, parent, or spouse

4. If the employee is requesting leave because of his/her own serious health condition, a statement that due to the serious health condition, he/she is unable to work at all or is unable to perform one or more essential functions of his/her job

5. If the employee is requesting leave for intermittent treatment or ~~is requesting leave~~ on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

~~At the time of the employee's request for leave or within five business days, the Superintendent or designee shall request that the employee provide certification of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (29 CFR 825.305; 2 CCR 7297.4)~~

When the employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee~~district~~ shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee~~district~~ may also retroactively designate leave as FMLA/CFRA leave ~~-appropriate notice is given to the employee and there is no harm or injury to the employee. as long as there is no individualized harm to the employee.~~ (2 CCR 11091; 29 CFR 825.301)

If the Superintendent or designee doubts the validity of a certification that accompanies a request for leave for the employee's own serious health condition, he/she may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (29 USC 2613; Government Code 12945.2)

If additional leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified in items #1-5 above. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613;~~Government Code 12945.2~~)

For PDL, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The Superintendent or designee may request certification at some later date if he/she has reason to question the appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts. (2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because she is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613)

The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011.

Release to Return to Work Fitness for Duty

Upon expiration of an employee's PDL or family care and medical leave taken for his/her own serious health condition, ~~an-the~~ employee shall present certification from his/her health care provider that he/she is able to resume work.

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

The certification from the employee's health care provider shall address the employee's ability to perform the essential functions of his/her job.

Rights to Reinstatement and Maintenance of Benefits

Upon granting an employee's request for PDL or FMLA/CFRA family care and medical leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11089; 29 USC 2614;- Government Code 12945.2)

However, the district may refuse to reinstate an employee returning from FMLA or CFRA leave to the same or a comparable position if all of the following apply: (Government Code 12945.2; 2 CCR 11089; 29 USC 2614, Government Code 12945.2)

1. The employee is a salaried "key employee" who is among the highest paid 10 percent of those district employees who are employed within 75 miles of the employee's worksite.

2. The refusal is necessary to prevent substantial and grievous economic injury to district operations.
3. The district informs the employee of its intent to refuse reinstatement at the time it determines that the refusal is necessary, and the employee fails to immediately return to service.

(cf. 4117.3 - Personnel Reduction)

(cf. 4217.3 - Layoff/Rehire)

~~An employee who takes leave has no greater right to reinstatement or to other benefits and conditions of employment than if he/she had been continuously employed during the leave period. If an employee is laid off or was hired for a specific term or to perform work on a discrete project during the leave period, he/she is not entitled to reinstatement or maintenance of group health plan benefits, provided the district has no continuing obligations under a collective bargaining agreement or otherwise. (29 CFR 825.216; 2 CCR 7297.2)~~

(cf. 4117.3 - Personnel Reduction)

(cf. 4217.3 - Layoff/Rehire)

The district may also refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)

The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, he/she shall maintain his/her status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614; ~~Government Code 12945.2~~)

For up to a maximum of four months for PDL and For a period of 12 work weeks for other family care and medical leave, the district shall continue to provide an eligible employee ~~on family care and medical leave~~ the group health plan coverage that was in place before he/she took the leave. The employee shall reimburse the district for premiums paid during the ~~family care and medical leave~~ when he/she fails to return to district employment after the expiration of ~~the all available leaves~~ and the failure is for ~~any a~~ reason other than the continuation, recurrence, or onset of a serious health condition, or other circumstances beyond his/her control. (Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213; ~~Government Code 12954.2~~)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

In addition, during the period when an employee is on PDL or family care and medical leave, ~~he/she~~ the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, ~~accident insurance~~, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not ~~be required to~~ make plan payments for an employee during ~~the any unpaid portion of the~~ leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; 2 CCR 11044, 11092)

Military Family Leave Resulting from Qualifying Exigencies

An eligible employee may take up to 12 work weeks of unpaid FMLA leave, during the each 12-month period established by the district in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while his/her child, parent, or spouse who is a military member is on covered active duty or on call to covered active duty status. (29 USC 2612; 29 CFR 825.126) while a covered military member is on active duty or call to active duty status for one or more qualifying exigencies. (29 CFR 825.126)

Covered active duty ~~military member means~~ duty during the deployment of a member of the regular Armed Forces to a foreign country or duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or an order to active duty in support of a contingency operation pursuant to law. (29 USC 2611; 29 CFR 825.126) the employee's spouse, son, daughter, or parent on active duty or call to active duty status. Active duty or call to active duty status means a member of the National Guard or Reserves who is under a call or order to active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation. (29 CFR 825.126)

Qualifying exigencies include time needed to: (29 CFR 825.126)

(1) ~~a~~Address issues arising from short notice deployment (of up to seven calendar days from the date of receipt of call or order of short notice deployment);

(2) ~~a~~Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status;

(3) ~~A~~Arrange childcare or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative childcare, enrolling or transferring a child to a new school, or attending meetings;

(4) ~~m~~Make or update financial and legal arrangements to address a covered military member's absence;

- ~~(5) Attend counseling provided by someone other than a health care provider;~~
- ~~(6) Spend time (up to ~~five~~15 days of leave per instance) with a ~~covered~~ military member who is on short-term, temporary, Rest and Recuperation leave during deployment;~~
- ~~(7) Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings; and~~
- ~~(8) Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty~~
- ~~(9) Address any other event that the employee and district agree is a qualifying exigency. (29 CFR 825.126)~~

~~The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)~~

~~An employee who is requesting such leave for qualifying exigencies ~~the first time~~ shall provide the Superintendent or designee with a copy of the covered military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave, ~~which~~ The certification shall ~~contains~~ the information specified in 29 CFR 825.309.~~

~~The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. (29 CFR 825.302)~~

~~During the period of qualified exigency leave, the district's rule ~~specified in "Terms of Leave" above~~, regarding an employee's use of his/her accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.~~

Military Caregiver Leave

The district shall grant **an eligible employee** up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date of leave taken, ~~to an eligible employee~~ to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, ~~an the~~ employee must be the spouse, son, daughter, parent, or next of kin of the covered servicemember. This 26-week period is not in addition, **but rather is inclusive of,** ~~to the up to 12- work~~ weeks of leave that may be taken for other FMLA qualifying reasons, ~~but rather is inclusive of such 12 weeks.~~ (29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember **may be:** ~~(29 CFR 825.127)~~

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness

2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

~~means a current member, or member who is on the temporary disability retired list, of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty while on active duty for which he/she is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for that injury or illness. (29 USC 2611, 2612; 29 CFR 825.127)~~

Son or daughter of a covered servicemember means the biological, adopted, or foster child, stepchild, legal ward, or a child of any age for whom the covered servicemember stood in loco parentis, ~~and who is of any age~~. (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step or foster parent, or any other individual who stood in loco parentis to the covered servicemember (except "parents in law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to the covered servicemember that individual, or as designated in writing by the covered servicemember. (29 USC 2611, 2612)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127) an injury or illness incurred by the member in the line of duty while on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating. (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:

a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered him/her unable to perform the duties of his/her office, grade, rank, or rating

b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition

c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to his/her military service or that would do so but for treatment received by the veteran

d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

During the period of military caregiver leave, the district's rule regarding an employee's use of his/her accrued vacation leave and other accrued paid or unpaid time off., as specified in the section "Use/Substitution of Paid Leave" above, "Terms of Leave" above, regarding an employee's use of his/her accrued vacation leave and other accrued paid or unpaid time off, shall apply.

~~Military Family Leave Resulting from Qualifying Exigencies~~

~~An eligible employee may take up to 12 work weeks of unpaid leave during the 12-month period established by the district while a covered military member is on active duty or call to active duty status for one or more qualifying exigencies. (29 CFR 825.126)~~

~~Covered military member means the employee's spouse, son, daughter, or parent on active duty or call to active duty status. Active duty or call to active duty status means a member of the National Guard or Reserves who is under a call or order to active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation. (29 CFR 825.126)~~

~~Qualifying exigencies include time needed to (1) address issues arising from short notice deployment (up to seven calendar days from the date of receipt of call or order of short notice deployment); (2) attend military events and related activities, such as any official ceremony or family assistance program related to the active duty or call to active duty status; (3) arrange childcare or attend school activities arising from the active duty or call to active duty, such as arranging for alternative childcare, enrolling or transferring a child to a new school, or attending meetings; (4) make or update financial and legal arrangements to address a covered military member's absence; (5) attend counseling provided by someone other than a health care provider; (6) spend time (up to five days of leave per instance) with a covered military member who is on short-term temporary rest and recuperation leave during deployment; (7) attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings; and (8) address any other event that the employee and district agree is a qualifying exigency. (29 CFR 825.126)~~

~~The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)~~

~~An employee who is requesting such leave for the first time shall provide the Superintendent or designee with a copy of the covered military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave which contains the information specified in 29 CFR 825.309.~~

~~The employee's qualifying exigency leave may be taken on an intermittent or reduced leave schedule basis. (29 CFR 825.302)~~

~~During the period of qualified exigency leave, the district's rule specified in "Terms of Leave" above, regarding an employee's use of his/her accrued vacation leave and any other accrued paid or unpaid time off, shall apply.~~

Notifications

The Superintendent or designee shall provide the following notifications about state and federal law related to PDL or FMLA/CFRA leave:

1. General Notice: Information ~~shall be posted in a conspicuous place on district premises or electronically~~ explaining the provisions of the FEHA/PDL and FMLA/CFRA and ~~information about~~ employee rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619; 2 CCR 7297.9)

The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days notice of the need for the requested leave, when the need is reasonably foreseeable at least 30 days prior to the start of ~~for~~ the leave ~~is reasonably foreseeable~~. (2 CCR 11050, 11091; 2 CCR 7297.4)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

2. Eligibility Notice: When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification, ~~within five business days,~~ to the employee of his/her eligibility to take such leave (i.e., ~~whether the employee has met the months of employment, hours of service, and worksite requirements~~). (2 CCR 11049, 11091; 29 CFR 825.300)

3. Rights and Responsibilities Notice: Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as appropriate: (29 CFR 825.300)

a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying

b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification

c. The employee's right to ~~substitute use~~ paid leave, whether the district will require ~~substitution use~~ of paid leave, conditions related to any ~~substitution use of paid leave,~~ and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave

d. Any requirements for the employee to make any premium payments to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis

e. ~~If applicable, t~~The employee's status as a "key employee" if applicable, potential consequence that restoration may be denied following the FMLA leave, and explanation of the conditions required for such denial ~~and information related to restoration of that status~~

f. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave

g. The employee's potential liability for health insurance benefits-premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of his/her receipt of an employee's first notice of need for leave, provide the employee with a ~~Rights and Responsibilities-written N~~notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

4. Designation Notice: When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, he/she shall, within five business days, provide written notification, ~~within five business days~~, designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

If the district requires paid leave to be ~~substituted-used during an otherwise~~for unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a release to return to work fitness-for-duty certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

Any time the information provided in the ~~Designation designation Notice-notice~~ changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

Records

The Superintendent or designee shall maintain records pertaining to ~~an the individual~~ employee's use of family care and medical leave in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500; ~~Government Code 12946~~)

Legal Reference:

EDUCATION CODE

44965 Granting of leaves of absence for pregnancy and childbirth

FAMILY CODE

297-297.5 Rights, protections and benefits under law; registered domestic partners

300 Validity of marriage

GOVERNMENT CODE

12926 Fair employment and housing act, definitions

12940 Unlawful employment practices

12945 Pregnancy; childbirth or related medical condition; unlawful practice

12945.1-12945.2 California Family Rights Act

12946 Fair Employment and Housing Act: discrimination prohibited

CODE OF REGULATIONS, TITLE 2

11035-11051 Sex discrimination: pregnancy, childbirth and related medical conditions

11087-11098 California Family Rights Act

~~7291.2-7291.16 Sex discrimination: pregnancy and related medical conditions~~

~~7297.0-7297.11 Family care leave~~

UNITED STATES CODE, TITLE 1

7 Definition of marriage, spouse

UNITED STATES CODE, TITLE 29

2601-2654 Family and Medical Leave Act of 1993, as amended

UNITED STATES CODE, TITLE 42

2000ff-1-2000ff-11 Genetic Information Nondiscrimination Act of 2008

CODE OF FEDERAL REGULATIONS, TITLE 29

825.100-825.800 Family and Medical Leave Act of 1993

COURT DECISIONS

United States v. Windsor, (2013) 699 F.3d 169

Faust v. California Portland Cement Company, (2007) 150 Cal.App. 4th 864

Tellis v. Alaska Airlines, (9th Cir., 2005) 414 F.3d 1045

Management Resources:

FEDERAL REGISTER

The Family and Medical Leave Act; Final Rule; February 6, 2013. Vol. 78, No. 25, pages 8903-8947

Final Rule and Supplementary Information, November 17, 2008. Vol. 73, No. 222, pages 67934-68133

U.S. DEPARTMENT OF LABOR PUBLICATIONS

Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

U.S. Department of Labor, FMLA: <http://www.dol.gov/esa/whd/fmla>

Regulation ROCKLIN UNIFIED SCHOOL DISTRICT

~~approved~~Adopted: August 5, 2009 Rocklin, California

Revised: December 16, 2015

Rocklin USD

Administrative Regulation

Family Care And Medical Leave

AR 4361.8
Personnel

The district shall not deny any eligible employee his/her right to family care, medical, or pregnancy disability leave (PDL) pursuant to the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), or the Fair Employment and Housing Act (FEHA) or restrain or interfere with the employee's exercise of such right. In addition, the district shall not discharge an employee or discriminate or retaliate against him/her for taking such leave or for his/her opposition to or challenge of any unlawful district practice in relation to any of these laws or for his/her involvement in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

(cf. 4033 - Lactation Accommodation)

Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

Child (son or daughter) means a biological, adopted, or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child. (29 USC 2611; Government Code 12945.2; 2 CCR 11087; 29 USC 2611)

Eligible employee for FMLA and CFRA purposes means an employee who has been employed with the district at least 12 months ~~of service with the district~~ and who has at least 1,250 hours of service with the district during the previous 12-month period. However, these requirements shall not apply when an employee applies for PDL. Full-time teachers are deemed to meet the 1,250 hours of service requirement. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110; ~~Government Code 12945.2~~)

~~Full-time teacher means an employee whose principal function is to teach and instruct students in a class, a small group, or individual setting and includes athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. (29 CFR 825.800)~~

Employee disabled by pregnancy means a woman who, in the opinion of her health care provider, is: (2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of her job

or to perform any of them without undue risk to herself, her pregnancy's successful completion, or to other persons

2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

Parent means a biological, foster, or adoptive parent; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child. Parent does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.113-825.115; Government Code 12945.2; 2 CCR 7297.0)

Serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or his/her child, parent, or spouse, including, but not limited to, treatment for substance abuse, that involves either of the following: (Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611; 29 CFR 825.113, 825.114, -825.115; Government Code 12945.2)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity

A person is considered an inpatient when a health care facility formally admits him/her to the facility with the expectation that he/she will remain overnight and occupy a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.

Incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:

a. A period of incapacity of more than three consecutive full days

b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition

c. Any period of incapacity due to pregnancy or for prenatal care under FMLA ~~For purposes of leave under Family and Medical Leave Act (FMLA), any period of incapacity due to pregnancy or for prenatal care~~

d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective

e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

~~Spouse means a partner in marriage as defined in Family Code 300 or 1 USC 7, including same sex partners in marriage, or a registered domestic partner within the meaning of Family Code 297-297.5. -In addition, for purposes of rights under the California Family Rights Act (CFRA), a registered domestic partner shall have the same rights, protections, and benefits as a spouse and protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122; Family Code 297.5; 2 CCR 7297.0)~~

Eligibility

The district shall grant ~~FMLA or CFRA family care and medical~~ leave to eligible employees for any of the following reasons: (Government Code 12945.2; 29 USC 2612; 29 CFR 825.112; ~~Family Code 297.5; Government Code 12945.2~~)

- ~~1. Because of t~~The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child ~~by the employee. (baby bonding)~~
2. To care for the employee's child, parent, or spouse with a serious health condition.
- ~~3. Because of t~~The employee's own serious health condition that makes him/her unable to perform one or more essential functions of his/her position. ~~However, for purposes of leave under the CFRA, this does not include leave taken for disability on account of pregnancy, childbirth, or related medical conditions.~~
- ~~4. Any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)~~
~~To care for a covered servicemember with a serious injury or illness if the employee is the spouse, child, parent, or designated next of kin of the servicemember.~~
- ~~5. To care for a covered servicemember with a serious injury or illness if the covered servicemember is the employee's spouse, child, parent, or next of kin, as defined~~
~~Because of any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.~~

~~In addition, the district shall grant PDL to any female employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)~~

~~The district shall not interfere with, restrain, or deny the exercise of any right provided to an eligible employee under the law. Also, the district shall not discharge or discriminate against any employee for opposing any practice made unlawful by, or because of, his/her involvement in~~

~~any inquiry or proceeding related to the family care and medical leave. (29 USC 2615; Government Code 12945.2)~~

~~(cf. 4030—Nondiscrimination in Employment)~~

Terms of Leave

~~Except in the case of leave to care for a covered servicemember, a~~ An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA family care and medical leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. (Government Code 12945.2; 29 USC 2612; ~~Government Code 12945.2~~) This 12-month period shall coincide with the fiscal year. (29 CFR 825.200)

In addition, for each pregnancy, any female employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of her child or to bond with or care for the child. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)

~~In the case of leave taken pursuant to the FMLA for the purpose of caring for a covered servicemember with a serious injury or illness, an eligible employee shall be entitled to a total of 26 work weeks of family care and medical leave during a single 12-month period measured forward from the date an employee's first FMLA leave to care for the covered servicemember begins.~~

~~Leave taken pursuant to the CFRA shall run concurrently with leave taken pursuant to the FMLA, except in the following circumstances:~~

~~1. Leave taken to care for a registered domestic partner or a child of a domestic partner. Such leave shall count as leave under the CFRA only. (Family Code 297.5)~~

~~2. Leave taken under the FMLA for disability on account of pregnancy, childbirth, or related medical conditions. In addition to federal family care and medical leave, an employee may be entitled to take California pregnancy disability leave of up to four months. During the otherwise unpaid portion of pregnancy disability leave, the employee may use any accrued vacation, sick time, or other paid leave. Such FMLA leave shall run concurrently with any pregnancy disability leave taken by the employee, except that CFRA leave shall not commence until the expiration of the pregnancy disability leave. (Government Code 12945, 12945.2; CCR 7297.6)~~

~~(cf. 4161.1/4361.1— Personal Illness/Injury Leave)
(cf. 4261.1— Personal Illness/Injury Leave)~~

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. ~~The basic minimum duration of the leave for birth or placement of a child shall be two weeks. However, the district shall grant a request for leave of less than two weeks' duration on any two occasions.~~ (2 CCR 11090; 29 USC 2612; ~~2 CCR 7297.3~~)

If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a combined total of 12 work weeks. This restriction shall apply regardless of the legal status of both parents' relationship, whether the parents are married, registered domestic partners, or not married. (Government Code 12945.2; 2 CCR 11088; 29 USC 2612; ~~Government Code 12945.2~~)

Use/Substitution of Paid Leave

~~An employee shall use his/her accrued vacation leave, other accrued time off, and any other paid time off negotiated with the district for any otherwise unpaid FMLA or CFRA leave not involving his/her own serious health condition. For PDL, CFRA, or FMLA leave due to an employee's own serious health condition, the employee shall use accrued sick leave and may use accrued vacation leave and other paid time off at his/her option. (Government Code 12945, 12945.2; 2 CCR 11044; 29 USC 2612)~~

~~During the period of family care and medical leave or pregnancy disability leave, the employee may elect to use his/her accrued vacation leave, other accrued time off, or any other paid or unpaid time off negotiated with the district. If the leave is because of the employee's own serious health condition or pregnancy, the employee may use accrued sick leave pursuant to the collective bargaining agreements and/or Board policy. (29 USC 2612; Government Code 12945.2)~~

The district and employee may also negotiate for the employee's use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4161/4261 - Leaves)

~~(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)
(cf. 4261.1 - Personal Illness/Injury Leave)~~

Intermittent Leave/Reduced Work or Leave Schedule

PDL and family care and medical leave for ~~Leave related to~~ the serious health condition of the employee or his/her child, parent, or spouse may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district may limit leave increments to the

shortest period of time that the district's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. (2 CCR 11042, 11090; 29 USC 2612; ~~2 CCR 7297.3~~)

The basic minimum duration of leave for the birth or placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

The district may require an employee to transfer temporarily to an available alternative position if the employee is pregnant and provides medical certification from her health care provider of a medical need for intermittent leave or leave on a reduced work or leave schedule or if the employee's need for the intermittent leave or leave on a reduced work or leave schedule is foreseeable based on his/her planned medical treatment or that of a family member. ~~If an employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on planned medical treatment for the employee or a family member, the district may require the employee to transfer temporarily to an available alternative position.~~ This alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. ~~the employee must be qualified for the position, and the position must better accommodate recurring periods of leave than the employee's regular job.~~ Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612; ~~2 CCR 7297.3~~)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

Request for Leave

The district shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the district aware of the need to take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, he/she must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 11091)

The district shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

~~An employee shall provide at least verbal notice sufficient to make the district aware that he/she needs family care and medical leave and the anticipated timing and duration of the leave. The employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement; however, he/she must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary~~

~~details of the leave to be taken. (2 CCR 7297.4)~~

Based on the information provided by the employee ~~or his/her spokesperson~~, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the district is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.3002-CCR 7297.4)

~~When an employee is able to foresee the need for the PDL or family care and medical leave at least 30 days in advance of the leave, the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, the employee shall provide the district with at least 30 days advance notice before the leave. When the 30 days notice is not practicable because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, the employee shall provide the district with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. The employee shall consult with the district and make a reasonable effort to schedule, subject to the health care provider's approval, any planned medical treatment or supervision so as to minimize disruption to district operations. (2 CCR 11050, 11091 Government Code 12945.2; 2 CCR 7297.4)~~

In all instances, the employee shall consult with the Superintendent or designee district and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 11050, 11091)

~~When the 30 days notice is not practicable because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, the employee shall provide the district with notice as soon as practicable. (2 CCR 7297.4)~~

Certification of Health Condition

Within five business days of an employee's request A request by an employee for family care and medical leave for his/her serious health condition, or to care for a child, parent, or spouse with a serious health condition, the Superintendent or designee shall request that the employee provideshall be supported by a certification from the health care provider of the employee or such other person as applicableof the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR 11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613; Government Code 12945.2; 2 CCR 7297.0)

1. The date on which the serious health condition began

2. The probable duration of the condition

3. If the employee is requesting leave to care for a child, parent, or spouse with a serious health condition, both of the following:

a. Statement that the serious health condition warrants the participation of ~~a family member~~ the employee to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of the child, parent, or spouse during a period of the treatment or supervision ~~of the child, parent, or spouse~~

b. Estimated amount of time the health care provider believes the employee needs to care for the child, parent, or spouse

4. If the employee is requesting leave because of his/her own serious health condition, a statement that due to the serious health condition, he/she is unable to work at all or is unable to perform one or more essential functions of his/her job

5. If the employee is requesting leave for intermittent treatment or ~~is requesting leave~~ on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

~~At the time of the employee's request for leave or within five business days, the Superintendent or designee shall request that the employee provide certification of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (29 CFR 825.305; 2 CCR 7297.4)~~

When the employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee ~~district~~ shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee ~~district~~ may also retroactively designate leave as FMLA/CFRA as long as appropriate notice is given to the employee ~~there is no individualized and no harm or injury~~ to the employee. (2 CCR 11091; 29 CFR 825.301)

If the Superintendent or designee doubts the validity of a certification that accompanies a request for leave for the employee's own serious health condition, he/she may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613; Government Code 12945.2)

For PDL, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The Superintendent or designee may request certification at some later date if he/she has reason to question the appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts. (2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because she is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified for the leave in items #1-5 above. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613; Government Code 12945.2)

The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011.

Release to Return to Work Fitness for Duty

Upon expiration of PDL or family care and medical leave taken for his/her own serious health condition, an employee shall present certification from his/her health care provider that he/she is able to resume work.

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

The certification from the employee's health care provider shall address the employee's ability to perform the essential functions of his/her job.

Rights to Reinstatement and Maintenance of Benefits

Upon granting an employee's request for PDL or FMLA/CFRA family care and medical leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11043, 11089; 29

USC 2614; ~~Government Code 12945.2~~)

However, the district may refuse to reinstate an employee returning from FMLA or CFRA leave to the same or a comparable position if all of the following apply: (Government Code 12945.2; 2 CCR 11089; 29 USC 2614; ~~Government Code 12945.2~~)

1. The employee is a salaried "key employee" who is among the highest paid 10 percent of those district employees who are employed within 75 miles of the employee's worksite.
2. The refusal is necessary to prevent substantial and grievous economic injury to district operations.
3. The district informs the employee of its intent to refuse reinstatement at the time it determines that the refusal is necessary, and the employee fails to immediately return to service.

~~An employee who takes leave has no greater right to reinstatement or to other benefits and conditions of employment than if he/she had been continuously employed during the leave period. If an employee is laid off or was hired for a specific term or to perform work on a discrete project during the leave period, he/she is not entitled to reinstatement or maintenance of group health plan benefits, provided the district has no continuing obligations under a collective bargaining agreement or otherwise. (29 CFR 825.216; 2 CCR 7297.2)~~

(cf. 4117.3 - Personnel Reduction)
(cf. 4217.3 - Layoff/Rehire)

The district may also refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)

The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)
Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, he/she shall maintain his/her status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614; ~~Government Code 12945.2~~)

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, ~~For a period of 12 weeks,~~ the district shall continue to provide an eligible employee ~~on family care and medical leave~~ the group health plan coverage that was in place before he/she took the leave. The employee shall reimburse the district for premiums paid during the ~~family care and medical~~ leave when he/she fails to return to district employment after the expiration of ~~the all available leaves~~ and the failure is for any reason other than the

continuation, recurrence, or onset of a serious health condition, or other circumstances beyond his/her control. (Government Code 12954.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213; ~~Government Code 12954.2~~)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

In addition, during the period when an employee is on PDL or family care and medical leave, ~~he/she~~ the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not ~~be required to~~ make plan payments for an employee during the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; 2 CCR 11044, 11092)

Military Family Leave Resulting from Qualifying Exigencies

An eligible employee may take up to 12 work weeks of unpaid FMLA leave, during the each 12-month period established by the district in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while his/her child, parent, or spouse who is a military member is on covered active duty or on call to covered active duty status. ~~while a covered military member is on active duty or call to active duty status for one or more qualifying exigencies.~~ (29 USC 2612; 29 CFR 825.126)

Covered active duty ~~military member~~ means duty during the deployment of a member of the regular Armed Forces to a foreign country or duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call ~~the employee's spouse, son, daughter, or parent on active duty or call to active duty status.~~ Active duty or call to active duty status means a member of the National Guard or Reserves who is under a call or order to active duty, or has been notified of an impending call or an order to active duty; in support of a contingency operation pursuant to law. (29 USC 2611; 29 CFR 825.126)

Qualifying exigencies include time needed to:

(1) ~~a~~Address issues arising from short notice deployment (of up to seven calendar days from the date of receipt of call or order of short notice deployment);

(2) ~~a~~Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status;

(3) ~~a~~Arrange childcare or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative childcare, enrolling or transferring a child to a new school, or attending meetings;

(4) ~~m~~Make or update financial and legal arrangements to address a ~~covered~~ military member's absence;

(5) aAttend counseling provided by someone other than a health care provider;

(6) sSpend time (up to ~~five~~15 days of leave per instance) with a ~~covered~~-military member who is on short-term, temporary, ~~Rest and~~ ~~Recuperation~~ leave during deployment;

(7) aAttend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings; and

(8) Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty

(9) aAddress any other event that the employee and district agree is a qualifying exigency. (29 CFR 825.126)

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

An employee who is requesting such leave for qualifying exigencies ~~the first time~~ shall provide the Superintendent or designee with a copy of the ~~covered~~-military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. ~~which~~The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. (29 CFR 825.302)

During the period of qualified exigency leave, the district's rule regarding an employee's use of his/her accrued vacation leave and any other accrued paid or unpaid time off, as in the specified in section "Use/Substitution of Paid Leave" above, "~~Terms of Leave~~" above, regarding an employee's use of his/her accrued vacation leave and any other accrued paid or unpaid time off, shall apply.

Military Caregiver Leave

The district shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date of leave taken, ~~to an eligible employee~~ to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, an employee must be the spouse, son, daughter, parent, or next of kin of the covered servicemember. This 26-week period is not in addition to, but rather is inclusive of the ~~up to 12-~~ work weeks of leave that may be taken for other FMLA qualifying reasons, ~~but rather is inclusive of such 12 weeks.~~ (29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember may be: (29 CFR 825.127)

1. ~~means a~~ current member, ~~or member who is on the temporary disability retired list,~~ of the Armed Forces, including a member of the National Guard or Reserves, who ~~has a serious injury or illness incurred in the line of duty while on active duty for which he/she~~ is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for that injury or illness. ~~(29 USC 2611, 2612; 29 CFR 825.127)~~

2. ~~A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran~~

Son or daughter of a covered servicemember means the biological, adopted, or foster child, stepchild, legal ward, or a child of any age for whom the covered servicemember stood in loco parentis; ~~and who is of any age.~~ (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step or foster parent, or any other individual who stood in loco parentis to the covered servicemember (except "parents in law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to the covered servicemember that individual, or as designated in writing by the covered servicemember. (29 USC 2611, 2612)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:

a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered him/her unable to perform the duties of his/her office, grade, rank, or rating

b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition

c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to his/her military service or that would do so but for treatment received by the veteran

d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers
~~an injury or illness incurred by the member in the line of duty while on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating. (29 USC 2611; 29 CFR 825.127)~~

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

During the period of military caregiver leave, the district's rule regarding an employee's use of his/her accrued vacation leave and other accrued paid or unpaid time off, as specified in "Terms of Leave" above, ~~regarding an employee's use of his/her accrued vacation leave and other accrued paid or unpaid time off~~, shall apply.

~~Military Family Leave Resulting from Qualifying Exigencies~~

~~An eligible employee may take up to 12 work weeks of unpaid leave during the 12-month period established by the district while a covered military member is on active duty or call to active duty status for one or more qualifying exigencies. (29 CFR 825.126)~~

~~Covered military member means the employee's spouse, son, daughter, or parent on active duty or call to active duty status. Active duty or call to active duty status means a member of the National Guard or Reserves who is under a call or order to active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation. (29 CFR 825.126)~~

~~Qualifying exigencies include time needed to (1) address issues arising from short notice deployment (up to seven calendar days from the date of receipt of call or order of short notice~~

~~deployment); (2) attend military events and related activities, such as any official ceremony or family assistance program related to the active duty or call to active duty status; (3) arrange childcare or attend school activities arising from the active duty or call to active duty, such as arranging for alternative childcare, enrolling or transferring a child to a new school, or attending meetings; (4) make or update financial and legal arrangements to address a covered military member's absence; (5) attend counseling provided by someone other than a health care provider; (6) spend time (up to five days of leave per instance) with a covered military member who is on short-term temporary rest and recuperation leave during deployment; (7) attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings; and (8) address any other event that the employee and district agree is a qualifying exigency. (29 CFR 825.126)~~

~~The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)~~

~~An employee who is requesting such leave for the first time shall provide the Superintendent or designee with a copy of the covered military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave which contains the information specified in 29 CFR 825.309.~~

~~The employee's qualifying exigency leave may be taken on an intermittent or reduced leave schedule basis. (29 CFR 825.302)~~

~~During the period of qualified exigency leave, the district's rule specified in "Terms of Leave" above, regarding an employee's use of his/her accrued vacation leave and any other accrued paid or unpaid time off, shall apply.~~

Notifications

The Superintendent or designee shall provide the following notifications ~~about~~ regarding state and federal law related to PDL or FMLA/CFRA:

1. General Notice: Information explaining the provisions of the FEHA/PDL and FMLA/CFRA shall be posted in a conspicuous place on district premises or electronically explaining the provisions of the FMLA/CFRA and information about employee rights and obligations shall be posted in a conspicuous place on district premises or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619; 2 CCR 7297.9)

The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days notice of the need for the requested leave, when the need for the leave is reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 11050, 11091; 2 CCR 7297.4)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

2. Eligibility Notice: When an employee requests leave or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall provide notification, within five business days, to the employee of his/her eligibility to take such leave (i.e., whether the employee has met the months of employment, hours of service, and worksite requirements). (29 CFR 825.300)

3. Rights and Responsibilities Notice: Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as ~~appropriate~~applicable: (29 CFR 825.300)

a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying

b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification

c. The employee's right to ~~substitute-use~~ paid leave, whether the district will require ~~substitution-use~~ of paid leave, conditions related to any ~~substitutionuse of paid leave~~, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave

d. Any requirements for the employee to make ~~any~~-premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis

e. ~~If applicable, the employee's status as a "key employee"~~ if applicable, potential consequence that restoration may be denied following the FMLA leave, and explanation of the conditions required for such denial and information related to restoration of that status

f. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave

g. The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave~~benefits~~ should the employee not return to service

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of his/her receipt of an employee's first notice of need for leave, provide the employee with a with a written Rights and Responsibilities Notice~~notice~~ referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

4. Designation Notice: When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, he/she shall, within five business days~~provide~~, written notification, ~~within five business days~~,

designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (~~2 CCR 11091~~; 29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

If the district requires paid leave to be ~~substituted~~ used during an otherwise for unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present ~~a-to return to work fitness-for-duty~~ certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement.

Any time the information provided in the ~~Designation-designation~~ Nnotice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

Records

The Superintendent or designee shall maintain records pertaining to an employee's use of family care and medical leave in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500; ~~Government Code 12946~~)

Legal Reference:

EDUCATION CODE

44965 Granting of leaves of absence for pregnancy and childbirth

FAMILY CODE

297-297.5 Rights, protections and benefits under law; registered domestic partners

300 Validity of marriage

GOVERNMENT CODE

12926 Fair employment and housing act, definitions

12940 Unlawful employment practices

12945 Pregnancy; childbirth or related medical condition; unlawful practice

12945.1-12945.2 California Family Rights Act

12946 Fair Employment and Housing Act: discrimination prohibited

CODE OF REGULATIONS, TITLE 2

11035-11051 Sex discrimination: pregnancy, childbirth and related medical conditions

11087-11098 California Family Rights Act

~~7291.2-7291.16 Sex discrimination: pregnancy and related medical conditions~~

~~7297.0-7297.11 Family care leave~~

UNITED STATES CODE, TITLE 1

7 Definition of marriage, spouse

UNITED STATES CODE, TITLE 29

2601-2654 Family and Medical Leave Act of 1993, as amended

UNITED STATES CODE, TITLE 42

2000ff-1-2000ff-11 Genetic Information Nondiscrimination Act of 2008

CODE OF FEDERAL REGULATIONS, TITLE 29

825.100-825.800 Family and Medical Leave Act of 1993

COURT DECISIONS

United States v. Windsor, (2013) 699 F.3d 169

Faust v. California Portland Cement Company, (2007) 150 Cal.App. 4th 864

Tellis v. Alaska Airlines, (9th Cir., 2005) 414 F.3d 1045

Management Resources:

FEDERAL REGISTER

The Family and Medical Leave Act; Final Rule; February 6, 2013. Vol. 78, No. 25, pages 8903-8947

~~Final Rule and Supplementary Information, November 17, 2008. Vol. 73, No. 222, pages 67934-68133~~

U.S. DEPARTMENT OF LABOR PUBLICATIONS

Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

U.S. Department of Labor, FMLA: <http://www.dol.gov/esa/whd/fmla>

Regulation ROCKLIN UNIFIED SCHOOL DISTRICT

~~approved~~Adopted: August 5, 2009 Rocklin, California

Revised: December 16, 2015

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Nominate Representative to California School Board Association (CSBA) Delegate Assembly

DEPARTMENT: Office of the Superintendent

Background:

Each year CSBA member school boards elect representatives from 21 geographical regions to CSBA's Delegate Assembly. Working with local districts, county offices, the Board of Directors, and Executive Committee, delegates ensure that the association promotes the interests of school districts and county offices of education throughout the state.

Status:

Nominations for CSBA's Delegate Assembly are being accepted until Thursday, January 7, 2016.

Presenter:

Roger Stock, Superintendent

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:

CSBA Delegate Assembly nomination form and nomination instructions.

Recommendation:

Superintendent recommends that the Board of Trustees discuss and take action as appropriate regarding nominations for CSBA Delegate Assembly.

RECEIVED
NOV 02 2015

BY:

October 30, 2015



California School Boards Association

DEADLINE: Thursday, January 7, 2016

BOARD ACTION REQUIRED

Please deliver to all governing board members.

MEMORANDUM

To: All Board Presidents, Superintendents of CSBA Member Boards of Education,
From: Jesús Holguín, President
Re: Call for Nominations for CSBA Delegate Assembly

Each year, member boards elect representatives from 21 geographic regions to CSBA's Delegate Assembly. The Delegate Assembly is a vital link in the association's governance and sets the general policy direction for the association. Working with local districts, county offices, the Board of Directors, and Executive Committee, delegates ensure that the association promotes the interests of school districts and county offices of education throughout the state. There are two required Delegate Assembly meetings each year. In 2016, the first meeting will be May 14-15 in Sacramento and the second one will be November 30-December 1 in San Francisco preceding CSBA's Annual Education Conference and Trade show.

Nomination and candidate biographical sketch forms for CSBA's Delegate Assembly are now being accepted until **Thursday, January 7, 2016**. Nomination instructions are listed below:

- Any CSBA member board is eligible to nominate board members within their geographical region or subregion and may nominate as many individuals as it chooses by submitting a nomination form for each nominee.
- All nominees must serve on CSBA member boards and give their approval prior to being nominated.
- All nominees must submit a one-page, single-sided, candidate biographical sketch form. An optional one-page, one-sided résumé may also be submitted but cannot be substituted for the biographical sketch form.
- All nomination materials must be postmarked by the U.S.P.S., faxed or emailed no later than **Thursday, January 7**. It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department by this due date. Late submissions will not be accepted.
- Ballots will be mailed by Monday, February 1, 2016 and are due Tuesday, March 15, 2016.
- Elected Delegates serve a two-year term beginning April 1, 2016 through March 31, 2018.

The following nomination materials and information related to the election process is available to download at www.csba.org/About/Leadership. For more information about the Delegate Assembly, please contact the Leadership Services department or Charlyn Tuter at ctuter@csba.org or (800) 266-3382, ext. 3281. Thank you.

- Nomination Form
- Candidate Biographical Sketch Form
- Important Dates
- List of all Delegates with expiration terms
- FAQ



Delegate Assembly Nomination Form

DUE: Thursday, January 7, 2016

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 |
or email: nominations@csba.org.

CSBA Region/subregion # _____

The Board of Education of the _____ wishes to

(Nominating District)

nominate _____ . The nominee is a member of the

(Nominee)

_____, which is a member of the California

(Nominee's District)

School Boards Association.

- The nominee has consented to this nomination.
- Attached is the nominee's required one-page, single-sided candidate biographical sketch form and optional one-page, single-sided résumé.
- The nominee's required one-page, single-sided candidate biographical sketch form and optional one-page, single-sided résumé will be sent by the deadline date.

Board Clerk or Board Secretary (signed)

Date

Board Clerk or Board Secretary (printed)

PLEASE NOTE: The nomination and candidate biographical sketch forms may be emailed to nominations@csba.org, faxed to (916) 371-3407 or mailed to CSBA, Attn: Leadership Services, 3251 Beacon Blvd., West Sacramento, CA 95691 postmarked by the U.S.P.S. no later than **Thursday, January 7, 2016**. *It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department by the due date. Late submissions cannot be accepted.* If you have any questions, please contact Leadership Services department at (800) 266-3382 or Charlyn Tuter at ctuter@csba.org. Thank you.



2016 Delegate Assembly Candidate Biographical Sketch Form

DUE: Thursday, January 7, 2016

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 |
or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department. Late submissions will not be accepted. If you have any questions, please contact Leadership Services department at (800) 266-3382.

Name: _____	CSBA Region-subregion #: _____
District or COE Name: _____	Years on board: _____
Profession: _____	Contact Number: _____
	E-mail: _____
Are you a continuing Delegate? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? _____	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

Please describe your activities and involvement on your local board, community, and/or CSBA.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: _____

Date: _____

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Energy Conservation Program Update

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

Background:

The District began our energy conservation program in March of 2011 and hired an Energy Education Specialist. Since that time our District has aggressively pursued energy saving opportunities through behavior modification, better equipment maintenance, and education to empower energy users to be energy savers. Since the program inception, the district has "avoided" utility expenditures in excess of \$2.1 million dollars. These figures are based on the baseline year costs and projecting usage if we had not made any modifications.

The California Clean Energy Jobs Act (Prop. 39) changed the corporate income tax code and allocates projected revenue to California's General Fund and the Clean Energy Job Creation Fund for five fiscal years, beginning with fiscal year 2013-14. Under the initiative, roughly up to \$550 million annually is available for appropriation by the Legislature for eligible projects to improve energy efficiency and expand clean energy generation in schools.

Eligible local educational agencies (LEAs) — including county offices of education, school districts, charter schools and state special schools—can request funding by submitting an energy expenditure plan application to the California Energy Commission. For the first year, there is an option to receive part or all of a school's allocation for energy savings planning purposes. The Energy Commission approves plans and works with the California Department of Education, which subsequently distributes funds after plans have been approved.

Status:

The District Energy Conservation Program was approved on March 11, 2011 and began implementation of its plan in June 2011. Staff will provide the Board with the energy conservation program update.

Presenter:

Craig Rouse, Senior Director, Facilities, Maintenance & Operations, Bill Pruett, Energy Education Specialist

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:

Power Point Presentation

Recommendation:

This is an information item only.

ENERGY CONSERVATION PROGRAM UPDATE

**Rocklin Unified School District
Board of Trustees Meeting
December 16, 2015**

Presented by
Bill Pruett, Energy Education
Specialist



Energy Conservation Program Summary 2011 - 2015



Cost Avoidance

2011 – 2012	\$281,546	11.9%
2012-2013	\$432,985	16.5%
2013-2014	\$518,706	19.2%
2014-2015	\$669,009	23.6%
July to August 2015	<u>\$220,936</u>	<u>38.0%</u>
Totals	\$2,123,182	Average 19.1%



Environmental Impact



Cumulative Greenhouse Gas Reduction

- Energy Reduction Impact: 45,892,848 KBTU
 - 2,328 equiv. metric tons of CO₂
- This is equivalent to the following:
 - Passenger cars not driven for one year: 485
 - Tree seedlings grown for 10 years: 59,680

Relationship with Cenergistic



- Contract will end in August of 2016
- District will stop paying fees for cost avoidance
- Maintain our relationship with Cenergistic
- Cenergistic will continue to support RUSD
- Energy Specialist will continue to attend National Training Conferences
- Energy Specialist to manage program
- RUSD to maintain EnergyCap software license
- Continue to upload data monthly to Cenergistic

Prop 39 Energy Efficiency Projects Update



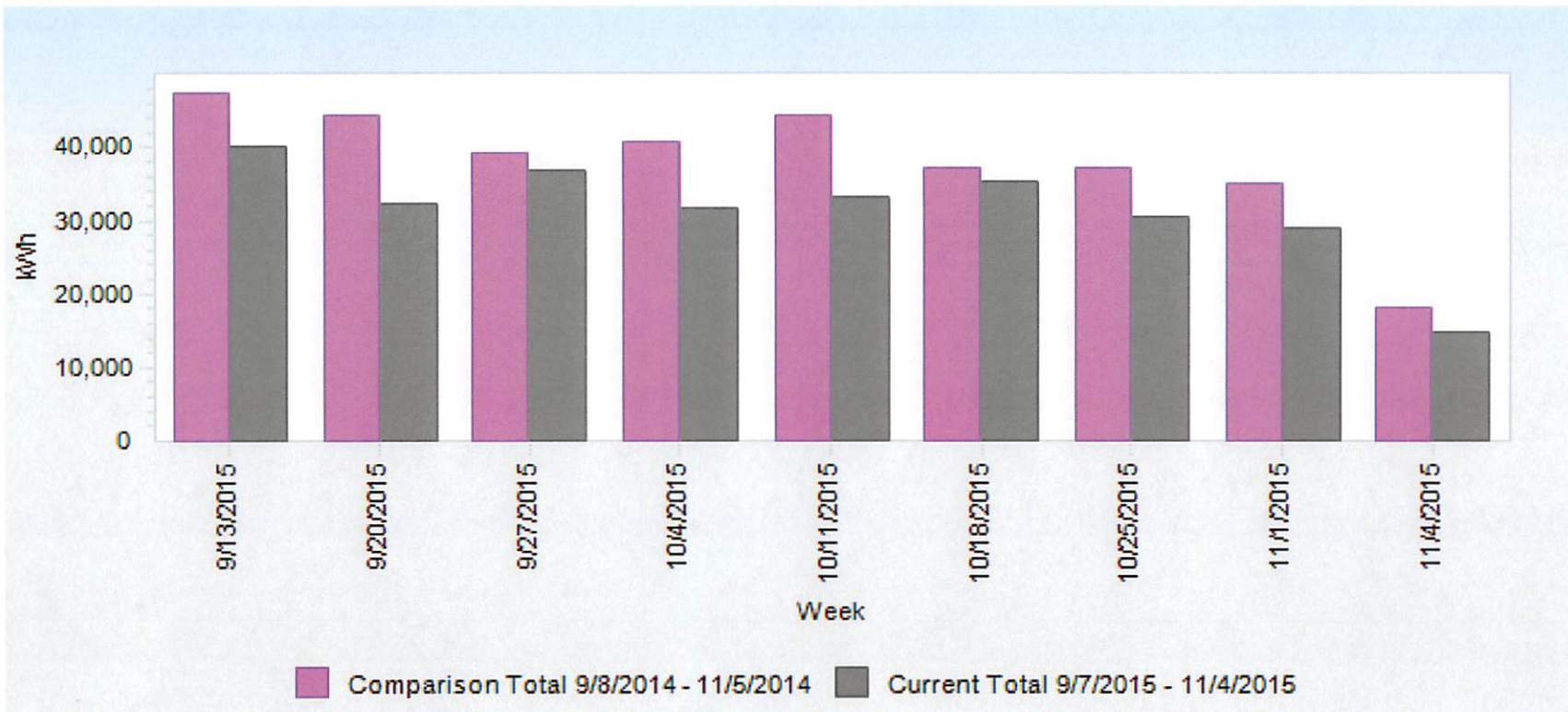
Projects completed over the summer of 2015

- Installed 90 wireless thermostats district wide
- Replaced 1 HVAC unit at Rocklin Elementary School
- Replaced 22 HVAC units at Rocklin High School
- Upgraded Energy Management System at Rocklin HS
- Complete interior and exterior lighting retrofit to LED at Rocklin High School

RHS Electrical Usage Comparison September-October 2014 vs 2015



Usage Variance



Rebates and Incentives



- Working with PG&E and Sierra Business Council
RUSD qualified for **\$64,203.12** in rebates at
Rocklin High School.

Summer 2016 Prop. 39 Projects



- LED High Bay lighting at Parker Whitney Multi Purpose Room
- Exterior LED lighting at Cobblestone
- Exterior LED lighting at Rocklin Elementary School
- Exterior LED lighting at Victory High School
- Exterior LED lighting at Ruhkala
- LED High Bay lighting at Clarke Dominguez Gym

PENDING BOARD AGENDA ITEMS

November 2015

Agenda Item	Administrator	Board Meeting
Williams Uniform Complaints, Quarterly Report <i>(Consent)</i>	Ed Services	July
Resolution Delegating Barbara Patterson as Representative and Roger Stock as Alternate Representative to Joint Powers Board for SIG <i>(Consent)</i>	Business & Operations	July
Non-Public School and Agency Master Contracts for the Upcoming School Year	Ed Services	July
Resolution Adopting Declaration of Need for Fully Qualified Educators <i>(Action)</i>	Human Resources	July
Tax Report for CFD No. 1 and No. 2, Yearly Adoption	Business & Operations	July/August
Summer School Program Report	Ed Services/Staff	July/August
Information and Related Actuarial Reports on Workers' Compensation Claims & Health/Welfare Benefits for Retired Employees After 65	Business & Operations	August
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))	Human Resources	August
BP 9270 - Conflict of Interest, Biannual Review – (Every Other Year, Action)	Business & Operations	August 2016
School Opening/Readiness Report <i>(Information)</i>	Ed Services/Staff	August
Unaudited Actuals, Approve District Certification	Business & Operations	August/September
Resolution Establishing Appropriation Limitation (GANN) <i>(Action)</i>	Business & Operations	August/September
Summer Civic Program Update – (Information)	Chief of Communications	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>	Ed Services	September/October
RUSD Employee Years of Service Recognition	Human Resources	September/October
Williams Uniform Complaints, Approve Quarterly Report <i>(Consent)</i>	Ed Services	October
RUSD Strategic Plan Quarter 1 Update <i>(Information)</i>	Strategic Planning	October/November
Set Date for Annual School Board Organizational Meeting <i>(Action)</i>	Superintendent	November
First Interim Report <i>(Action)</i>	Business & Operations	December
Organizational Board Meeting/Special Presentation to Board President <i>(Action)</i>	Superintendent	December

Single Plan for Student Achievement <i>(previously known as School Improvement Plan)</i> <i>(Consent)</i>	Ed Services	December
Audit Report <i>(Action)</i>	Business & Operations	January
Schedule Goal Setting Workshop	Superintendent/Staff	January
Williams Uniform Complaints, Approve Quarterly Report <i>(Consent)</i>	Ed Services	January
Budget Assumptions & Priorities	Business & Operations	February
Identify Teachers for Non-Reelection; Prepare Letters of Notification <i>(March 1st Mtg – Closed Session)</i>	Human Resources	February
Resolution Authorizing the Release of Temporary Certificated Employees Pursuant to Ed Code 44954 <i>(Action)</i>	Human Resources	March <i>(1st Mgt)</i>
Present Draft School Year Calendar <i>(two years out - Consent)</i>	Human Resources	March <i>(1st Mgt)</i>
Annual Board Action Regarding Distribution of Non-Reelection Letters	Human Resources	March <i>(1st Mtg)</i>
Finalize District's Proposal and Prepare for Sunshining Process	Human Resources	March <i>(1st Mtg)</i>
Notify the Board in writing by April 1; complete Performance Evaluation for the Superintendent, per contract schedule	Superintendent/Board	March
Annual Resolution Authorizing the Release of Free/Reduced Lunch Information for CAASPP Testing <i>(consent)</i>	Ed Services	March
Certification of Temporary Athletic Team Coaches <i>(consent)</i>	Human Resources	March
Second Interim Report/Approval <i>(Action)</i>	Business & Operations	March
Special Education Update	Ed Services	March
Strategic Plan Quarter 2 Update <i>(Information)</i>	Strategic Planning	March
Vote for CSBA Delegate Assembly Representative(s) for Region 4D <i>(Action)</i>	Superintendent	March
School Year Calendar <i>(two years out - Consent)</i>	Human Resources	March <i>(2nd Mtg)</i>
Budget Update/Information	Business & Operations	March/April
Sierra College Report (Rocklin Graduates)	Ed Services	March/April
School Safety Plans <i>(Consent)</i>	Ed Services/Coord St & Fed Programs	March/April
Annual Personnel Update – Renewal of Contracts for Site Administrators <i>(Closed Session)</i>	Ed Services	April
Williams Uniform Complaints Quarterly Report <i>(Consent)</i>	Ed Services	April

Spelling Bee Winner(s) <i>(Recognition)</i>	Ed Services	April
Annual Review of Master Plan/Nexus Study <i>(Bi-annual—even numbered years)</i>	Facilities	April/May
Developer Fee Update <i>(Bi-annual-even numbered years)</i>	Facilities	April/May
Summer School Principals Approval Contingent on State Funding <i>(include on Certificated Personnel Report) (Consent)</i>	Ed Services	April/May
RUSD Strategic Plan Quarter 3 Update <i>(Information)</i>	Strategic Planning	May
*Facilities-Use Policy/Practice and Schedule of Fees	Facilities	May
Waivers for Special Education Students who Passed Math Portion of the CAHSEE with Modifications <i>(Consent)</i>	Ed Services	May
Provide Retiree Benefit Update <i>(Bi-annual, every other yr)</i>	Business & Operations	May
Present Tentative Budget and Budget Priorities	Business & Operations	May
Classified Layoff <i>(if necessary)</i>	Human Resources	May
Final Board Action Regarding Administrative Reassignments or First Year Prob/Temp Teachers	Human Resources	May
Approve Resolution for Interfund Transfers of Special or Restricted Fund Monies	Business & Operations	May
AFJROTC Color Guard Special Recognition (Student Representative Unit & Cadet Commander)	Superintendent/Staff	May (2 nd Mtg)
Student Board Member Recognition	Superintendent	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>	Ed Services	May/June
Complete Superintendent's Performance Evaluation and Update Contract	Superintendent/Board	May/June
CIF Representatives for Upcoming School Year <i>(Consent)</i>	Ed Services	May/June
LCAP Approval/Hold Public Hearing <i>(Action)</i>	Ed Services	May/June
Board Meeting Dates for Upcoming School Year <i>(Consent)</i>	Superintendent	June (1 st Mtg)
Resolution Authorizing End-of-Year Budget Transfers <i>(Consent)</i>	Business & Operations	June
Resolution Delegating Certain Contracting Powers to the Superintendent or Designee <i>(Consent)</i>	Facilities	June
Consolidated Applications (Part 1/Part 2)	Ed Services	June
Final Budget Approval/Hold Public Hearing <i>(Action)</i>	Business & Operations	June
Authorization to Dispose of Surplus Property	Facilities	June

EPA Spending Plan	Business & Operations	June
Community Advisory Committee (CAC), Appoint Parent Representative for 2 year Term <i>(every other year, due 2015, Consent)</i>	Ed Services	June
Expulsion Hearing Panel for Upcoming School Year <i>(Consent)</i>	Ed Services	June/July

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