

ROCKLIN UNIFIED SCHOOL DISTRICT
2615 Sierra Meadows Drive Rocklin, CA 95677



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

JULY 16, 2015
CLOSED SEESSION – 4:00 P.M.
SPECIAL MEETING AGENDA — 6:30 P.M.

1.0 **CALL TO ORDER**

2.0 **ROLL CALL**

3.0 **CLOSED SESSION (4:00 P.M.)** – The Board will adjourn to closed session regarding the following matters:

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

Position: Superintendent

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

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

Position: Director, Fiscal and Purchasing Services

4.0 **RECONVENE TO OPEN SESSION**

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

6.0 **PLEDGE OF ALLEGIANCE**

7.0 **AUDIENCE/VISITORS PUBLIC DISCUSSION** – This agenda item is included to give anyone in attendance an opportunity to ask questions or discuss non-agenda items with the Board of Trustees. The Board is not permitted to deliberate or take action on non-agenda items, but may refer the matter to a staff member for followup. There is a three-minute time limit per person. A complaint about a specific employee of the District shall be made to that employee's immediate supervisor or the principal as required by Administrative Regulation 1312.1.

8.0 **COMMENTS FROM BOARD AND SUPERINTENDENT**

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

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

9.1.1 June 24, 2015 (Regular Meeting)

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

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

- 9.4 **APPROVE CONTRACT WITH WALLACE KUHL & ASSOCIATES, INC. FOR CONSTRUCTION TESTING AND INSPECTION SERVICES FOR GRANITE OAKS MIDDLE SCHOOL EXPANSION PROJECT** – Request to approve contract with Wallace Kuhl & Associates, Inc. for construction testing and inspection services for Granite Oaks Middle School expansion project and authorization of the Superintendent or his designee to sign on its behalf. (Sue Wesselius)
- 9.5 **AWARD BID FOR ASPHALT REPAIRS, SEAL COATING AND STRIPING AT WHITNEY HIGH SCHOOL** – Request to approve and award bid for asphalt repairs, seal coating and striping at Whitney High School with J.B. Bostick. (Sue Wesselius)
- 9.6 **APPROVE REQUESTS FOR AUTHORIZATION FROM SCHOOL CONNECTED ORGANIZATIONS (PTC/BOOSTER CLUBS) FOR 2015-16**– Request to approve authorization of school connected organizations list (PTC/Booster Clubs) for 2015-16. (Barbara Patterson)
- 9.7 **APPROVE SERVICE AGREEMENT WITH LOZANO SMITH FOR LEGAL SERVICES FOR SPECIAL EDUCATION**– Request to approve 2015-16 contract with Lozano Smith for legal services for special education. (Barbara Patterson)
- 9.8 **APPROVE RESOLUTION 15-16-01, DELEGATING BARBARA PATTERSON AS REPRESENTATIVE AND ROGER STOCK AS ALTERNATE REPRESENTATIVE TO THE JOINT POWERS BOARD FOR SCHOOLS INSURANCE GROUP (SIG) FOR 2015-16** – Request to approve Resolution 15-16-01 delegating Barbara Patterson as Representative and Roger Stock as Alternate Representative to the Joint Powers Board for SIG for 2015-16. (Barbara Patterson)
- 9.9 **APPROVE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN ROCKLIN UNIFIED SCHOOL DISTRICT (RUSD) AND ROCKLIN ACADEMY (RA), ROCKLIN ACADEMY 2 (RA2) AND WESTERN SIERRA COLLEGIATE ACADEMY (WSCA); APPROVE ANNUAL FACILITIES USE AND FEE AGREEMENTS FOR MOU FOR SPECIAL EDUCATION USE OF FACILITIES BETWEEN RUSD AND RA AND RA2 FOR 2015-16 SCHOOL YEAR** – Request to approve the MOUs for RA, RA2 and WSCA; Facilities Use Fee Agreements and MOUSs for special education use of facilities with RA and RA2 for 2015-16 school year. (Barbara Patterson)
- 9.10 **APPROVE RESOLUTION 15-16-04 RESOLUTION TO REDUCE OR ELIMINATE NON-REPRESENTED CLASSIFIED SERVICES FOR THE 2015-16 SCHOOL YEAR** – Request to approve Resolution 15-16-04 a resolution to reduce or eliminate non represented classified services for the 2015-16 school year. (Colleen Slattery)
- 9.11 **AWARD BID FOR LEASED COPIERS AND COPIER MAINTENANCE SERVICE TO RAY MORGAN COMPANY** – Request to award the leased copier and copier maintenance service contract to Ray Morgan Company . (Barbara Patterson)
- 9.12 **REJECT CLAIM NO. R15-03 AND RETURN TO CLAIMANT CLAIM NO. R15-03 FOR UNTIMELY CLAIM**– Request to reject Claim No. R15-03 and return to claimant claim No. R15-03 for untimely claim. (Barbara Patterson)
- 9.13 **APPROVE QUARTERLY REPORT ON WILLIAMS UNIFORM COMPLAINTS** – Request to approve quarterly report on Williams Uniform Complaints for the quarter ending in June 30, 2015. (Deborah Sigman)

- 9.14 **APPROVE RATIFICATION AGREEMENT WITH UNIVERSITY ENTERPRISES, INC. ON BEHALF OF THE CALIFORNIA MATHEMATICS PROJECT AND CALIFORNIA STATE UNIVERSITY, SACRAMENTO** – Request to approve ratification agreement for professional services with University Enterprises, Inc. on behalf of California Mathematics Project at Sacramento State University. (Deborah Sigman)
- 9.15 **APPROVE CHANGE ORDER NO. 01 TO THE LEASE/LEASEBACK CONTRACT WITH LANDMARK CONSTRUCTION AT THE ROCKLING HIGH SCHOOL (RHS) HVAC & LIGHTING RETROFIT PROJECT TO INCLUDE THE ADDITION OF ONE RELOCATABLE CLASSROOM AT SUNSET RANCH ELEMENTARY SCHOOL** – Request to approve Change Order No. 01 to the lease/leaseback contract with Landmark Construction at the RHS HVAC and lighting retrofit project to include the addition of one relocatable classroom at Sunset Ranch Elementary School. (Sue Wesselius)
- 9.16 **AWARD BID FOR CUSTODIAL SUPPLIES FOR 2015-16** – Request to award bid for custodial supplies from Sac-Val Janitorial Supply for the 2015-16 school year. (Sue Wesselius)
- 9.17 **APPROVE RESOLUTION 15-16-03 ADOPTING A DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS FOR 2015-16** – Request to approve Resolution 15-16-03 authorizing submission of a Declaration of Need for Fully Qualified Educators for the 2015-16 school year. (Colleen Slattery)
- 9.18 **APPROVE REVISED DISTRICT LIBRARIAN JOB DESCRIPTION** – Request to approve revised job description for the position of District Librarian Media Coordinator to District Librarian. (Colleen Slattery)
- 9.19 **APPROVE PROGRAM SPECIALIST II COORDINATION OF LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP) JOB DESCRIPTION** – Request to approve job description for the position of Program Specialist II Coordination of LCAP. (Colleen Slattery)
- 9.20 **BOARD POLICY (BP), ADMINISTRATIVE REGULATIONS (AR) & EXHIBITS (E)** – Request to approve the following Board Policies, Administrative Regulations and Exhibits. (Colleen Slattery)
- | | | |
|---------|------------|---|
| 9.20.1 | BP 4117.3 | Personnel Reduction – Revised |
| 9.20.2 | AR 4112.5 | Criminal Record Check – Revised |
| 9.20.3 | E 4112.5 | Criminal Record Check – Renumbered |
| 9.20.4 | AR 4212.5 | Criminal Record Check – Revised |
| 9.20.5 | E 4212.5 | Criminal Record Check – Renumbered |
| 9.20.6 | AR 4312.5 | Criminal Record Check – Revised |
| 9.20.7 | E 4312.5 | Criminal Record Check – Renumbered |
| 9.20.8 | AR 4112.62 | Maintenance of Criminal Offender Records – Deleted |
| 9.20.9 | E 4112.62 | Maintenance of Criminal Offender Records – Renumbered |
| 9.20.10 | AR 4212.62 | Maintenance of Criminal Offender Records – Deleted |
| 9.20.11 | E 4212.62 | Maintenance of Criminal Offender Records – Renumbered |
| 9.20.12 | AR 4312.62 | Maintenance of Criminal Offender Records – Deleted |
| 9.20.13 | E 4312.62 | Maintenance of Criminal Offender Records – Renumbered |
- 9.21 **APPROVE STIPULATED EXPULSION(S)** – Request to approve stipulated expulsion(s) for Student No. 071515-01 & Student No. 07151502 (Deborah Sigman)
- 10.0 **ACTION ITEMS – REGULAR AGENDA** – Protocol for action items include a staff presentation, questions from the Board, public input, closing of public input, deliberation by the Board, and voting by the Board. During public input there will be a three-minute time limit per person.

- 10.1 **APPOINT ASSISTANT PRINCIPAL, ROCKLIN INDEPENDENT CHARTER ACADEMY (RICA) – Request to appoint Assistant Principal, Rocklin Independent Charter Academy (RICA). (Colleen Slattery)**
- 10.2 **APPOINT DIRECTOR, FISCAL AND PURCHASING SERVICES – Request to appoint Director Fiscal and Purchasing Services. (Colleen Slattery)**
- 10.3 **APPROVE RESOLUTION 15-16-02, ROCKLIN UNIFIED SCHOOL DISTRICT (RUSD) APPROVING COMMUNITY FACILITIES DISTRICT (CFD) NO. 1, CFD NO. 2 AND CFD NO. 3, TAX REPORTS FOR 2014-15 AND ADOPTION FOR LEVYING AND APPORTIONING SPECIAL TAX FOR 2015-16 FISCAL YEAR – Request to approve Resolution 15-16-02: RUSD Community Facilities District No. 1, No. 2, and No.3, tax reports for 2014-15 and adoption for levying and apportioning special tax for the 2015-16 fiscal school year. (Barbara Patterson)**
- 10.4 **BOARD POLICY (BP), ADMINISTRATIVE REGULATIONS (AR) & EXHIBITS (E) – Request to approve the following Board Policies, Administrative Regulations and Exhibits. (Deborah Sigman)**
- 10.4.1 BP 5177 Interdistrict Attendance – Revised
- 10.4.2 AR 5177 Interdistrict Attendance – Revised
- 10.4.3 BP 5116.1 Intradistrict Open Enrollment – Revised
- 10.4.4 AR 5116.1 Intradistrict Open Enrollment – Revised
- 10.4.5 AR 5111.12 Residency Based on Parent/Guardian Employment - Revised
- 11.0 **INFORMATION AND REPORTS**
- 11.1 **STATUS OF SUMMER 2015 PROJECTS (Sue Wesselius)**
- 12.0 **PENDING AGENDA – This is the time to place future items on the Pending Agenda.**
- 13.0 **CLOSED SESSION – The Board will adjourn to closed session regarding the following matters.**
- 13.1 *Conference with Legal Counsel – Existing Litigation* as authorized by Government Code section 54956.9
- 13.2 *Public employee discipline/dismissal/release pursuant* to Government Code section 54957
- 13.3 *Conference with Labor Negotiators* as authorized by Government Code Section 54957.6
- District Representative(s): Roger Stock, Superintendent
Barbara Patterson, Dep Superintendent, Business and Operations
Colleen Slattery, Assistant Superintendent, Human Resources
- 13.4 *Public Employee Performance Evaluation* as authorized by Government Code 54957.
Position: Superintendent
- 14.0 **RECONVENE TO OPEN SESSION**
- 15.0 **REPORT OF ACTION TAKEN IN CLOSED SESSION**
- 16.0 **ADJOURNMENT**

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

NEXT REGULARLY SCHEDULED BOARD MEETING: AUGUST 5, 2015, 6:30 P.M.



DECLARATION OF POSTING

ROCKLIN UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

SPECIAL MEETING AGENDA

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

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

Date of Posting:

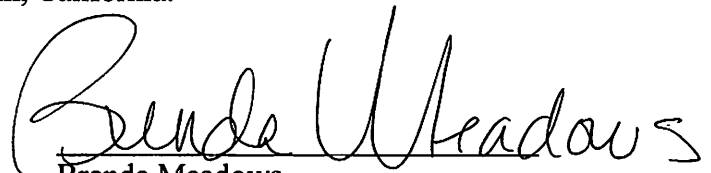
July 10, 2015

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 10th day of July 2015 in Rocklin, California.


Brenda Meadows
Executive Assistant

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*



JUNE 24, 2015
CLOSED SESSION — 6:10 P.M.
REGULAR MEETING MINUTES — 6:30 P.M.

1.0 **CALL TO ORDER**— President Todd Lowell called the regular meeting of the Rocklin Unified School District Board of Trustees to order at 6:10 P.M., June 24, 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*
 Wendy Lang, *Member*
 Susan Halldin, *Member*

Trustee(s) Absent: Camille Maben, *Clerk*

Administrative Staff: Roger Stock, *Superintendent*; Deborah Sigman, *Deputy Superintendent Educational Services*; Barbara Patterson, *Deputy Superintendent Business and Operations*; Colleen Slattery, *Assistant Superintendent Human Resources*; Sue Wesselius, *Senior Director Facilities and Operations*; Marty Flowers, *Director Secondary Programs & School Leadership*; Brenda Meadows, *Recorder*.

3.0 **CONVENE TO CLOSED SESSION (6:10 P.M.)** – The Board adjourned to closed session regarding the following matter(s): *Trustee Camille Maben participated via conference call from 1301 Race St, Philadelphia, PA 19107.*

3.1 *Public Employee Appointment as authorized by Government Code 54957*
 Position: Principal, Parker Whitney Elementary School
 Position: Senior Director, Facilities, Maintenance and Operations

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

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

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

7.0 **AUDIENCE/VISITORS PUBLIC DISCUSSION** – Todd Lowell welcomed all visitors and invited them to speak on agenda items at the conclusion of the Board’s discussion. He also invited visitors to speak at this time regarding non-agenda items, noting a three minute time limit per person. The following comments regarding non-agenda items were noted:

Public Comment: Karen Enghusen, Rocklin resident, school volunteer and grandparent of RUSD students, addressed the Board regarding communications between school and home within the District. Enghusen stated that there are currently some variations in RUSD school site websites and hopes that the District will be working on standardizing communications as part of its strategic plans. Enghusen also asked about attendance areas of schools and how families, especially those new to the area, can

access information about their home school easily. In response, Superintendent Stock thanked Enghusen for coming to the meeting and sharing her support of enhanced communications between the community and RUSD. Stock shared that the District is intentionally working on communication strategies as a result of its Strategic Plan 2.6 which states “the District will facilitate school home communication and involvement to ensure continuity and support toward student growth and development.” Stock stated the District has already developed and implemented a consistent look for site websites, while content does vary. The District has also launched additional mobile media applications (ie: Facebook, Twitter) to better communicate with families electronically. Stock shared that in efforts to quickly provide families with electronic access to information on neighborhood schools, there is an online District website resource that allows families to enter their address and get immediate information on school sites and school statistics.

8.0 **COMMENTS FROM BOARD AND SUPERINTENDENT** –

Trustee Wendy Lang thanked all staff for their efforts in the recent graduation ceremonies, especially Rocklin High School who pulled off a quick ceremony in response to a looming thunder storm. Lang stated this is a great time of year to celebrate students. Superintendent Stock shared that summer school is up and running and operating well. Although it is summer break for many staff/students, the District Office is open and actively engaged in supporting summer school and students.

9.0 **ACTION ITEMS - CONSENT CALENDAR**

- 9.1 **APPROVE BOARD MINUTES** – Request to approve Board minutes.
 - 9.1.1 June 10, 2015 (Special Meeting)
 - 9.1.2 June 10, 2015 (Regular Meeting)
- 9.2 **APPROVE CERTIFICATED PERSONNEL REPORT** – Request to approve personnel items included on the Certificated Personnel Report. (Colleen Slattery)
- 9.3 **APPROVE CLASSIFIED PERSONNEL REPORT** – Request to approve personnel items included on the Classified Personnel Report. (Colleen Slattery)
- 9.4 **APPROVE BILL WARRANTS** – Request to approve bill warrants. (Barbara Patterson)
- 9.5 **APPROVE MONTHLY ACCOUNT SUMMARIES** – Request to approve monthly account summaries. (Barbara Patterson)
- 9.6 **APPROVE DONATIONS** – Request to accept District donations. (Barbara Patterson)
- 9.7 **APPROVE MEMORANDUM OF UNDERSTANDING (MOU) WITH COALITION FOR PLACER YOUTH (CPY)** – Request to approve Memorandum of Understanding with Coalition for Placer Youth (CPY). (Deborah Sigman)
- 9.8 **APPROVE 2015-16 CONTRACT WITH PROJECT LEAD THE WAY** – Request to approve 2015-16 contract with Project Lead the Way. (Deborah Sigman)
- 9.9 **APPROVE 2015-16 DESIGNATION OF CALIFORNIA INTERSCHOLASTIC FEDERATION (CIF) REPRESENTATIVES** – Request to approve 2015-16 California Interscholastic Federation league representatives. (Deborah Sigman)
- 9.10 **APPROVE K-5 MATH MATERIALS ADOPTION RECOMMENDATION** – Request to approve *Bridges in Math* K-5 math materials adoption recommendation. (Deborah Sigman)
- 9.11 **APPROVE OVERNIGHT FIELD TRIP(S)** – Request to approve the following overnight field trips. (Deborah Sigman)
 - 9.11.1 Rocklin High School, students in grades 9 – 12 to attend overnight field trips in 2015-16.

9.11.2 Whitney High School, students in grades 9 – 12 to attend overnight field trips in 2015-16.

Wendy Lang noted her absence at the June 10, 2015, Board of Trustees meeting and requested removal of **Item 9.1.1** for separate action.

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

A **MOTION** was made by Susan Halldin and seconded by Greg Daley to approve **item 9.1.1**, June 10, 2015 Board Minutes. Motion passed unanimously by the following roll call vote: Daley – aye, Halldin – aye, Lowell – aye. (Lang abstained)

10.0 **ACTION ITEMS – REGULAR AGENDA**

APPOINT PRINCIPAL OF PARKER WHITNEY ELEMENTARY SCHOOL – Colleen Slattery, Assistant Superintendent Human Resources, requested appointment of Richard Sullivan as new Principal of Parker Whitney Elementary School. Slattery stated that Mr. Sullivan comes to Rocklin highly recommended by the educational community in other Districts and upon Board approval will begin his new role in August.

A **MOTION** was made by Wendy Lang and seconded by Susan Halldin to approve Richard Sullivan as new Principal of Parker Whitney Elementary School. Motion passed unanimously.

In response to motion approval, Trustees welcomed Sullivan and his family to the RUSD family and shared that the Board is always available to support in making him successful.

10.1 **APPOINT SENIOR DIRECTOR, FACILITIES, MAINTENANCE AND OPERATIONS** – Colleen Slattery, Assistant Superintendent Human Resources, requested appointment of J. Craig Rouse as new Senior Director, Facilities, Maintenance and Operations. Slattery stated that Mr. Rouse brings an extensive background of facilities and operations experience with him to the District.

A **MOTION** was made by Greg Daley and seconded by Wendy Lang to approve J. Craig Rouse as new Senior Director, Facilities, Maintenance and Operations. Motion passed unanimously.

10.2 **APPROVE SUPPLEMENTAL NUTRITION AT ELEMENTARY SCHOOLS** – Barbara Patterson, Deputy Superintendent Business and Operations, shared information regarding a pilot program plan to provide supplemental nutrition snacks to hungry students at elementary schools and requested approval of pilot program.

Comments: Trustee Lang stated her support for this program and asked that the District take into consideration students with allergies, providing alternative snacks as needed. Barbara Patterson shared that the District would make those options available. Greg Daley thanked staff for their time and thoughtful planning on this pilot program, stating it will be very helpful in meeting the needs of hungry students at elementary sites, especially as the District sees demographics change to serve more students in need. Daley also stated that if possible, he would like to see milk offered as an option in the plan. Susan Halldin asked how many students the plan would provide for. In response, Patterson stated that the plan is not intended to provide a snack to all students on the free and reduced meal program, but instead to assist in providing nutrition to individual students that teachers identify in their class as hungry. Todd Lowell thanked Greg Daley for requesting this program and for identifying a need that can be met to make students more successful.

A **MOTION** was made by Greg Daley and seconded by Susan Halldin to approve the pilot program to provide supplemental nutrition snacks at elementary schools. Motion passed unanimously.

- 10.3 **APPROVE ADOPTION OF 2015-16 LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP) DRAFT AND 2014-15 LCAP ANNUAL UPDATE**– Deborah Sigman, Deputy Superintendent Educational Services, requested approval of adoption of the 2015-16 LCAP draft and approval of 2014-15 LCAP Annual Update which were brought to Trustees for review and public hearing at the June 10, 2015 Board meeting.

A **MOTION** was made by Susan Halldin and seconded by Wendy Lang to approve the adoption of the 2015-16 LCAP draft and 2014-15 LCAP Annual Update which were brought to Trustees for review and public hearing at the June 10, 2015 Board meeting. Motion passed unanimously.

- 10.4 **APPROVE ADOPTION OF 2015-16 ROCKLIN INDEPENDENT CHARTER ACADEMY (RICA) LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP) AND 2014-15 ANNUAL UPDATE** – Deborah Sigman, Deputy Superintendent Educational Services, request approval and adoption of 2015-16 RICA LCAP and 2014-15 LCAP Annual Update.

A **MOTION** was made by Greg Daley and seconded by Wendy Lang to approve the adoption of the 2015-16 RICA LCAP and 2014-15 LCAP Annual Update. Motion passed unanimously.

- 10.5 **APPROVE 2015-16 BUDGET AND ANNUAL CERTIFICATION FOR WORKERS COMPENSATION CLAIMS** – Barbara Patterson, Deputy Superintendent Business and Operations, requested approval of 2015-16 Budget and Annual Certification for Workers' Compensation Claims.

Comments: Greg Daley shared that he did some research on budget background and information provided by neighboring Districts in the budget approval process and found that the information provided to RUSD's Trustees was exceptional in comparison. Daley thanked Patterson and the business team for the high level of detail and information provided for review and approval in this process

A **MOTION** was made by Susan Halldin and seconded by Greg Daley to approve the 2015-16 Budget and Annual Certification for Workers Compensation Claims. Motion passed unanimously.

- 10.6 **APPROVE CONTRACT WITH WESTED FOR IMPLEMENTATION OF SPECIAL EDUCATION STUDY FINDINGS AND RECOMMENDATIONS, SPECIFICALLY THE MULTI-TIERED SYSTEM OF SUPPORT (MTSS)** – Superintendent Roger Stock, requested approval of contract with WestEd to begin implementation of Special Education study findings and recommendations, specifically the Multi-tiered System of Support (MTSS). Stock stated that this plan is in direct response to the District's Strategic Plan #2 to help build capacity, expertise and training in areas that have been specifically identified as areas in need of improvement. Stock stated that this is critical policy and procedural work that will provide a solid structure of support for struggling students and is just one area of response to the recent WestEd study findings.

Comments: Greg Daley asked for clarification on the Multi-tiered System of Support (MTSS) training being a 2 day process, with 1 day of work and 1 day of training. Stock stated that this is correct. Wendy Lang asked for details on how parent communications will be done in response to the plan, to which Sigman responded that the District is already working on improved communications in direct response to the clear request for better communications with parents

(ie: District website, etc). The District is also currently developing protocols for more consistent and clear communications across the board. Susan Halldin stated that as a parent of a special education student, she did not find the MTSS recommendation particularly responsive to the findings of the WestEd report, and wanted to clarify that the MTSS was just a “portion” of the scope of work and that will be done to support special education students. Sigman shared that this is correct, and that the current MTSS plan will be just part of the comprehensive body of work that will take place long term. Sigman also stated that the MTSS will serve as a solid foundation and strong first step in building internal capacity that the District can build on as it moves forward. Sigman shared that additional plans and recommended resources will be brought to the Board for direction as the process unfolds. Superintendent Stock shared that the WestEd report sets a District wide framework on how the District will respond to students with needs at both the site and district level. He stated that additional support plans will come to the Board since this will be a “long term” process to correct the District’s shortcomings identified in the WestEd findings. Halldin stated that while she finds the work in the MTSS plan important and a good start to the overall plan, she looks forward to additional support targeted specifically to the special education student population. Todd Lowell stated that he supports the report and approval of the plan as it identifies and affirms the overall shortcomings of the District. His take away from the WestEd report is the District’s system failures for specific sub-group(s) across the District and all sites, including the failure of RUSD to address appropriate policies and procedures. Lowell stated he looks forward to hearing from the new Director of Special Education and Support Programs on future plan implementation in response to the WestEd study findings. Daley stated that he would be comfortable approving the plan as long as the District is committed to directing dollars in direct response to the special education issues identified in the WestEd report. Lang and Trustees as a group asked that staff to bring back future periodic reports and updates that call out specific actions and recommendation regarding the implementation of MTSS. Trustees will also receive information on additional contracts to support the implementation of the WestEd findings to the Board for review and approval if needed.

A **MOTION** was made by Susan Halldin and seconded by Wendy Lang to provide authority to Superintendent Stock to contract with WestEd for implementation of Special Education study findings and recommendations, specifically the Multi-tiered System of Support (MTSS). Motion passed unanimously.

CONTRACT WITH WESTED FOR IMPLEMENTATION OF SPECIAL EDUCATION STUDY FINDINGS AND RECOMMENDATIONS, SPECIFICALLY THE MULTI-TIERED SYSTEM OF SUPPORT (MTSS)

- 10.7 **APPROVE BOARD BYLAW 9323, BOARD MEETING CONDUCT** – Superintendent Roger Stock, offered Trustees an opportunity to discuss and approve revisions to Board Bylaw 9323 regarding Board Meeting Conduct.

Lowell noted that the current Board Bylaw 9323 states a total 20 minute time limit per item and a 10:30 P.M. meeting end time, both being beneficial to effective meeting conduct. Greg Daley stated that he agreed that enforcing a total 20 minute public comment limit would be helpful for everyone, including staff, Trustees and the public in running more effective meetings, especially when meetings go late into the evening. Daley stated that a limited speaking time would allow the Board to better solicit comments and provide better follow up with the needs of the people addressing the Board. Trustees agreed that no changes were needed to current Board Bylaw 9323.

No action was taken on this item.

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

- 12.0 **CLOSED SESSION** – Closed session convened at 8:40 P.M. regarding the following matters:
(Trustee Camille Maben participated via conference call from 1301 Race St, Philadelphia, PA 19107):
- 12.1 *Conference with Legal Counsel – 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, Dep Superintendent, Business an Operations
Colleen Slattery, Assistant Superintendent, Human Resources
 - 12.4 *Public Employee Performance Evaluation* as authorized by Government Code 54957.
Position: Superintendent
- 13.0 **RECONVENE TO OPEN SESSION** – President Lowell reconvened the meeting to open session.
- 14.0 **REPORT OF ACTION TAKEN IN CLOSED SESSION** – No action was taken in Closed Session.
- 15.0 **ADJOURNMENT**– President Lowell adjourned the meeting at 9:45 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, June 24, 2015

NAME	AFFILIATION <small>(site name/position, parent, community organization, etc.)</small>	CONTACT INFORMATION <small>(email and/or phone)</small>
D Scott	AC/SE	
Dee Torrington	Granite Oaks	
Rich Sullivan & Family	Parker Whitney	
Brendan Peacock	community member	
Karen Enghusen	community member	kntenghusen@hotmail.com

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

CERTIFICATED/MANAGEMENT PERSONNEL REPORT

RESIGNATIONS/RETIREMENTS:

1. Deborah Sigman, Deputy Superintendent, Educational Services, Resignation 7/31/2015
2. Jeri Farmer, Teacher on Special Assignment, Resignation 6/30/2015
3. Joann Farren, Elementary Physical Education Teacher, Retirement 6/05/2015
4. Christina Hegje, Science Teacher, Granite Oaks Middle School, Resignation 6/30/2015
5. Jeffrey Underwood, Science Teacher, Rocklin High School, Resignation 6/30/2015
6. Carrie Zanetti, Elementary Teacher, Breen Elementary, Resignation 6/30/2015

CHANGE IN ASSIGNMENT 2015-16:

7. Jennifer Sanchez, 0.50 FTE to 1.0 FTE Preschool SDC Teacher

NEW HIRES 2015-16:

8. Jeremy Jeffreys, 1.0 FTE Digital Media Teacher, Rocklin High School
9. Tamara Barnes, 1.0 FTE Speech Pathologist
10. Deborah Chew-Smyth, 1.0 FTE Math Teacher, Spring View Middle School
11. Ryan Shull, 1.0 FTE Social Science Teacher, Rocklin High School
12. Michael Handling, 1.0 FTE Language Arts Teacher, Victory High School

CLASSIFIED PERSONNEL REPORT

RESIGNATIONS/RETIREMENT:

1. Inez Eckland, Special Education Aide I, Antelope Creek Elementary, Retirement, 6/5/15
2. Lisa Owen, Principal's Secretary, Valley View Elementary, Resignation, 6/10/15
3. Shelley Robinson, Special Education Aide II, Sunset Ranch Elementary, Resignation, 6/4/15
4. Jessica DeGroot, Instructional Aide PE, Sunset Ranch Elementary, Resignation, 6/4/15
5. Lisa Douglass, Instructional Aide, Cobblestone Elementary, Resignation, 6/4/15

LEAVE OF ABSENCE:

NEW HIRES FOR 2015-16:

6. Cheri Richards, Business Technician I, District Office, 7/6/15

RECLASSIFICATIONS/CHANGE IN HOURS:

7. Shawn McQueary, Health Aide, Whitney High School, 8/18/15
8. Nancy Doyle, Special Education Aide II, Antelope Creek Elementary, change in hours, 8/18/15
9. Deborah Tachis, Instructional Aide, Valley View Elementary, change in hours, 8/18/15
10. Nicole Warner, Instructional Aide, Valley View Elementary, change in hours, 8/18/15
11. Karine Ress, Health Aide, Ruhkala Elementary, 8/18/15
12. Bryan Givens, Speech Language Pathology Assistant, District-wide, 8/18/15

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

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

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

Background:

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

Status:

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

Presenter:

Sue Wesselius

Financial Impact:

Current year: \$40,200.00
Future years:
Funding source: Developer Fees (Fund 25)

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

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

Packet Information:

Contract with Wallace Kuhl & Associates, Inc.

Recommendation:

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



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

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

June 18, 2015

DSA File No. Pending
DSA App. No. Pending
LEA No. 116

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

Cost Proposal - Testing and Inspection Services
GRANITE OAKS MIDDLE SCHOOL
2600 Wyckford Boulevard
Rocklin, California 95765
WKA Proposal No. 45PR15058

We are pleased to submit this proposal to provide testing and inspection services during construction of proposed campus improvements. The project consists of construction of five new classroom buildings; new enhanced pavement areas; and underground utilities. Our firm previously prepared a *Geotechnical Engineering and Geologic Hazards Report* (WKA No. 10424.01P, dated March 5, 2015) for the proposed campus improvements.

We understand a construction schedule is not available at this time. Therefore, our budget estimate is based on our experience and our review of the preliminary construction documents. We understand our scope of services would include inspection and testing of earthwork; foundation concrete and rebar; and concrete anchors as required by the project documents, as well as preparation of the DSA required documentation.

Based on the above, we estimate that our fee for the special inspection and testing services required for this project would be approximately **\$40,200**. If a project schedule becomes available, we should be afforded the opportunity to review the schedule and revise our proposal accordingly.

Our work would be billed on a portal-to-portal basis from our West Sacramento office in accordance with the attached schedules of fees for the work accomplished. Our actual costs will depend on the number of site visits for which we are scheduled, their durations, and additional work that may be required based on the exposed conditions. Our representatives would work with the Project Inspector to perform our work in a timely and efficient manner. Please note that our work is tied directly to the contractor's schedule, durations and work methods, over which we have no control. Over time charges for work on weekends and holidays are not included in the budget estimate.

To assure that all parties fully understand the limitations of our role in your project, we emphasize that our representative will not act as supervisor of construction, nor will they direct

Cost Proposal – Testing and Inspection Services
GRANITE OAKS MIDDLE SCHOOL
WKA Proposal No. 45PR15058
June 18, 2015

Page 2

construction operations. The various sub-contractors should be informed that neither the presence of our representative nor the testing by our firm shall excuse them from defects discovered in their work. Job and site safety of the contractor's personnel will be the sole responsibility of the contractor.

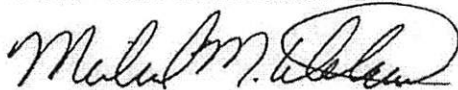
To facilitate scheduling our technicians and to maintain continuity of personnel, we will ask that your representative notify our office by 3:00 pm the day prior to work requiring our presence. When the requested notice cannot be provided, we ask that you please call us anyway - often an accommodation can be made.

We emphasize that our presence on the job would be to represent your interests in determining if the contractor's work complies with project plans and specifications. Written reports of our findings and test results would be provided upon completion of each phase of work.

If this proposal is acceptable, please issue the appropriate contract documentation for our review and approval referencing this proposal as our formal authorization to proceed.

We appreciate the opportunity to submit this proposal and look forward to providing you with our continued services. If you have questions regarding the proposal or scope of services, please contact me at (916) 372-1434.

Wallace - Kuhl & Associates



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

Attachments: Budget Estimate
Schedule of Fees 2015P



Budget Estimate
GRANITE OAKS MIDDLE SCHOOL
 Rocklin, California
 Page 1

	Unit	Cost (\$) Per Unit	Estimated Days	Estimated Quantity	Total
SOILS TESTING AND INSPECTION					
Rough Grading and Building Pad Subgrade T&I	hour	\$ 95.00	5	4	\$ 1,900.00
Foundation Construction Inspection	hour	\$ 95.00	4	2	\$ 760.00
Underground Utility Trench Backfill T&I					
Dry Utilities	hour	\$ 95.00	10	4	\$ 3,800.00
Storm Drain	hour	\$ 95.00			\$ -
Water	hour	\$ 95.00			\$ -
Pavement Subgrade T&I	hour	\$ 95.00	5	4	\$ 1,900.00
Pavement Aggregate Base T&I	hour	\$ 95.00	5	4	\$ 1,900.00
Wall Backfill T&I	hour	\$ 95.00			\$ -
Laboratory Testing					
ASTM D1557-A Curve	each	\$ 240.00	1	3	\$ 720.00
ASTM D1557-C Curve	each	\$ 240.00			\$ -
					\$ -
PROJECT ADMINISTRATION, REVIEW & REPORTS					
Project Related Meetings	hour	\$ 95.00	1	4	\$ 380.00
Supervising Technician	hour	\$ 95.00	8	2	\$ 1,520.00
Senior Engineer	hour	\$ 160.00	10	2	\$ 3,200.00
Mileage	Mile	\$ 0.75	20	60	\$ 900.00
					SOILS TOTAL
					\$ 16,980.00
CONCRETE TESTING AND INSPECTION					
Concrete Mix Design Review by Senior Engineer	each	\$ 160.00		2	\$ 320.00
Reinforcing Steel Sampling and Tagging	hour	\$ 90.00		20	\$ 1,800.00
Batch Plant Inspection	hour	\$ 95.00		20	\$ 1,900.00
Concrete Placement T&I					
Continuous and Spread Footings	hour	\$ 90.00		15	\$ 1,350.00
Slab-on-Grade	hour	\$ 90.00		25	\$ 2,250.00
Miscellaneous (Ramps, stairs, walls)	hour	\$ 90.00		20	\$ 1,800.00
Retrieve Test Samples	hour	\$ 90.00		10	\$ 900.00
Laboratory Testing					
Concrete Test Cylinders - 15 sets of 4	each	\$ 25.00		60	\$ 1,500.00
Reinforcing Steel Tensile Testing	each	\$ 70.00		8	\$ 560.00
Reinforcing Steel Bend Testing	each	\$ 35.00		9	\$ 315.00
					CONCRETE TOTAL
					\$ 12,695.00
POST-INSTALLED CONCRETE ANCHORS TESTING AND INSPECTION					
Concrete Anchor Installation Inspection	hour	\$ 90.00		10	\$ 900.00
Concrete Anchor Proof Load Testing	hour	\$ 120.00		6	\$ 720.00
Concrete Anchor Torque Testing	hour	\$ 95.00			\$ -
					ANCHOR TOTAL
					\$ 1,620.00
WOOD PRODUCTS TESTING AND INSPECTION					
Wood Products T&I					\$ 5,000.00
					WOOD PRODUCTS TOTAL
					\$ 5,000.00
STRUCTURAL STEEL TESTING AND INSPECTION					
Shop Welding Inspection - assuming local fabricator	hour	\$ 95.00		10	\$ 950.00
Out-of-Area Shop Welding Inspection	hour	\$ 95.00			\$ -
Field Welding Inspection	hour	\$ 95.00		8	\$ 760.00
					STRUCTURAL STEEL TOTAL
					\$ 1,710.00
PROJECT ADMINISTRATION, REVIEW & REPORTS					
Project Administration	hour	\$ 95.00		8	\$ 760.00
Senior Engineer - Report Review / Closeout Documentation	hour	\$ 160.00		2	\$ 320.00
Mileage	Mile	\$ 0.75		1500	\$ 1,125.00
					PROJECT ADMINISTRATION TOTAL
					\$ 2,205.00
PROJECT TOTAL					\$ 40,210.00



PROFESSIONAL SERVICES

PROFESSIONAL SERVICES

Principal Engineer / Geologist	\$160.00	per hour
Senior Engineer / Geologist	\$160.00	per hour
Senior Environmental Scientist	\$160.00	per hour
Project Engineer / Geologist	\$135.00	per hour
Project Environmental Scientist	\$135.00	per hour
Senior Staff Engineer / Geologist	\$125.00	per hour
Senior Staff Environmental Scientist	\$125.00	per hour
Staff Engineer / Geologist	\$120.00	per hour
Staff Environmental Scientist	\$120.00	per hour
Senior Environmental Technician	\$95.00	per hour
Senior / Supervising Technician	\$95.00	per hour
Draftsperson / GIS Technician	\$90.00	per hour
Administrative Assistant	\$70.00	per hour

FIELD INVESTIGATION TESTING

Seismic Refraction Survey	\$160.00	per hour
Thermal Resistivity Testing	\$160.00	per hour
Electrical Resistivity Survey	\$160.00	per hour
Hand Augering/Sampling - Engineer	\$145.00	per hour
Photoionization Detector	\$160.00	per hour

LITIGATION

Data Review/Consultation	\$230.00	per hour
Depositions/Expert Witness Testimony	\$340.00	per hour

EXPENSES

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

PREMIUM CHARGES

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

SHIFT DIFFERENTIAL

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



FIELD SERVICES

CONCRETE & REINFORCING STEEL

Ball Penetration (Kelly Ball)	\$120.00 /hr.
Batch Plant Inspection	\$90.00 /hr.
CaCl Moisture Emission Test Kit	\$30.00 /kit
CaCl Moisture Emission Testing	\$85.00 /hr.
CLSM/CDF/Slurry Testing	\$85.00 /hr.
Concrete Mix Design Review	\$160.00 /hr.
Concrete Placement Obs/Cast Cylinder	\$90.00 /hr.
Concrete Rebound Number Testing	\$120.00 /hr.
Concrete Trial Batch	\$90.00 /hr.
Floor Flatness Testing	\$120.00 /hr.
High Strength Grout Sampling / Testing	\$90.00 /hr.
Rebar / Post Tension Special Inspection	\$95.00 /hr.
Rebar Location / GPR	\$275.00 /hr.
Rebar Location / Pachometer	\$120.00 /hr.
Rebar Placement Inspection	\$95.00 /hr.
Reinforcing Steel Sampling/Tagging	\$90.00 /hr.
Relative Humidity Testing	\$120.00 /hr.
Shotcrete Special Inspection	\$90.00 /hr.
Transport Cylinders / Samples to Lab	\$90.00 /hr.

SOILS & ASPHALT CONCRETE

Asphalt Concrete Inspection / Testing	\$95.00 /hr.
Asphalt Concrete Materials Sampling	\$95.00 /hr.
Building Pad Special Inspection / Testing	\$95.00 /hr.
Deep Foundation Inspection	\$95.00 /hr.
Flatwork AB Inspection / Testing	\$95.00 /hr.
Flatwork Subgrade Inspection / Testing	\$95.00 /hr.
Grading Inspection / Testing	\$95.00 /hr.
Hand Augering and Sampling	\$120.00 /hr.
Pavement AB Inspection / Testing	\$95.00 /hr.
Pavement Subgrade Inspection / Testing	\$95.00 /hr.
Proof Rolling Observation	\$95.00 /hr.
Shallow Foundation Inspection	\$95.00 /hr.
Slab Subgrade Soil Moisture Tests	\$95.00 /hr.
Soil / Aggregate Sampling	\$95.00 /hr.
Soil Treatment Testing / Observation	\$95.00 /hr.
Structure Backfill Inspection / Testing	\$95.00 /hr.
Subgrade Stabilization Observation	\$95.00 /hr.
Utility Trench Backfill Testing	\$95.00 /hr.
WKA Drill Rig (including operator)	\$260.00 /hr.
WKA Drill Rig (helper)	\$95.00 /hr.

CORING

Coring (Technician + equipment)	\$120.00 /hr.
Coring (Technician assistant)	\$90.00 /hr.

POST-INSTALLED ANCHORS

Concrete Anchor Installation Inspection	\$90.00 /hr.
Concrete Anchor Proof Load Testing	\$120.00 /hr.
Concrete Anchor Torque Testing	\$95.00 /hr.
Suspended Ceiling Inspection / Testing	\$120.00 /hr.

STRUCTURAL STEEL

Fireproofing Special Inspection / Testing	\$90.00 /hr.
High Strength Bolt Special Inspection	\$95.00 /hr.
Non-Destructive Testing - UT/MT/PT	\$105.00 /hr.
Welding Special Inspection - Field	\$95.00 /hr.
Welding Special Inspection - Shop	\$95.00 /hr.

MASONRY

In-Place Masonry Flatjack Testing	\$145.00 /hr.
In-Place Masonry Shear Testing	\$120.00 /hr.
Masonry Materials Sampling / Testing	\$90.00 /hr.
Masonry Special Inspection	\$90.00 /hr.
Masonry Special Inspection DSA Certificac	\$100.00 /hr.

SPECIALIZED SERVICES

Coefficient of Friction Testing	\$120.00 /hr.
Crack Monitoring	**
Existing Building Evaluation / Demo	\$90.00 /hr.
Existing Building Evaluation / Document	\$90.00 /hr.
Existing Building Evaluation / Repair	\$90.00 /hr.
Field Investigate Support	\$90.00 /hr.
FRP Installation Inspection	\$90.00 /hr.
GFRC Inspection / Testing	\$90.00 /hr.
Soil Elect. Resitivity Testing - Technician	\$120.00 /hr.
Prestress Framing Installation	\$90.00 /hr.
Proto Wall Inspection / Testing	\$90.00 /hr.
Roofing Inspection	\$90.00 /hr.
Shear Nailing Inspection	\$90.00 /hr.
Thickness Testing - Coating / Steel	\$90.00 /hr.
Timber Framing / Hardware Inspection	\$90.00 /hr.
Vapor Barrier Inspection	\$90.00 /hr.
Vibration Monitoring	**

GENERAL

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

* Based on hourly rate of Inspection or Testing scheduled

** Based on Staff Classification

MINIMUM CHARGES

A two hour minimum charge will apply to field technician services with the following exceptions:

- a) Single trip pickup and delivery services, where a one hour minimum will apply.
- b) Saturday, Sunday and holidays, where a four hour minimum charge will apply.



LABORATORY SERVICES

SOIL

Atterberg Limits (LL/PI)	ASTM D4318	\$150.00	each
CLSM/CDF/Soil Cement Compression Test	ASTM D4832	\$50.00	each
Compaction Characteristics	ASTM D698	\$240.00	each
Compaction Characteristics	ASTM D1557	\$240.00	each
Compaction Characteristics	CTM 216	\$240.00	each
Expansion Index	ASTM D4829	\$175.00	each
Hydraulic Conductivity, Flexible Wall Permeability	ASTM D5084	\$400.00	each
Moisture Content	ASTM D2216	\$20.00	each
Organic Content	ASTM D2974	\$90.00	each
Resistance "R" Value - Untreated	ASTM D2844, CTM 301	\$245.00	each
Resistance "R" Value - Laboratory Lime-Treated	ASTM D2844, CTM 301	\$300.00	each
Sieve Analysis - Sieve only (Coarse or Fine)	ASTM C136/D1140	\$100.00	each
Sieve Analysis - Passing No. 200 only	ASTM D1140	\$90.00	each
Sieve Analysis - Sieve & Hydrometer	ASTM D422	\$160.00	each
Specific Gravity of Soils	ASTM D854	\$125.00	each
Triaxial Compression Test, 1 point - Undisturbed	ASTM D4767	\$250.00	each
Triaxial Compression Test, 3 Pt Staged - Undisturbed	ASTM D4767	\$295.00	each
Triaxial Compression Test, 1 point - Remolded	ASTM D4767	\$325.00	each
Triaxial Compression Test, 3 Pt Staged - Remolded	ASTM D4767	\$375.00	each
Unconfined Compression Test	ASTM D2166	\$100.00	each
Unit Weight/Moisture Content - Tube Sample	ASTM D2937/D2216	\$30.00	each
Consolidation (8 loads + 1 rebound)	ASTM D2435	\$450.00	each
Consolidation (additional loads)	ASTM D2435	\$50.00	each
Thermal Resistivity	ASTM D5334	\$50.00	each

AGGREGATE

Aggregate Unit Weight	ASTM C29	\$50.00	each
Clay Lumps and Friable Particles	ASTM C142	\$155.00	per size
Cleanness Value	CTM 227	\$160.00	each
Durability Index (Coarse or Fine)	CTM 229	\$155.00	each
Flat and Elongated Particles in Coarse Aggregate	ASTM D4791	\$115.00	per size
Fractured/Crushed Particles	ASTM D5821, CTM 205	\$115.00	per size
Organic Impurities in Fine Aggregates	ASTM C40	\$55.00	each
Resistance "R" Value	CTM 301	\$290.00	each
Sand Equivalent, 1 point	CTM 217	\$85.00	each
Sand Equivalent, 3 points	CTM 217	\$125.00	each
Sieve Analysis - Coarse or Fine	ASTM C136, CTM 202	\$100.00	each
Sieve Analysis - Passing No. 200 only	ASTM C117	\$90.00	each
Sodium Sulfate Soundness	ASTM C88, CTM 214	\$120.00	per size
Specific Gravity and Absorption (Coarse or Fine)	ASTM C127, C128	\$120.00	each

ASPHALT CONCRETE

Asphalt Content (Ignition Oven)	ASTM D6307, CTM 382	\$240.00	each
Hveem Compacted Unit Weight, 1 point	ASTM D1560/D2726		
	CTM 304/308	\$95.00	each
Laboratory Test Maximum Density (LTMD), 5 points	CTM 375	\$350.00	each
Marshall Compacted Unit Weight, 1 point	ASTM D6926/D2726	\$90.00	each
Sieve Analysis of AC Aggregate (Coarse and Fine)	ASTM D5444, CTM 202	\$165.00	each
Stabilometer Value, 1 point	CTM 366	\$125.00	each
Theoretical Maximum Density	ASTM D2041, CTM 309	\$150.00	each
Thickness of AC Cores	ASTM D3549	\$10.00	each
Unit Weight of AC Cores	ASTM D2726, D1188, CTM 308	\$50.00	each



SCHEDULE OF FEES 2015P

LABORATORY SERVICES

CONCRETE

Compression Test, Concrete Cylinder	ASTM C39	\$25.00	each
Compression Test, Concrete Cylinder - Hold	ASTM C39	\$20.00	each
Compression Test, Concrete Core	ASTM C42, C39	\$70.00	each
Compression Test, Shotcrete Core	ASTM C42, C39	\$70.00	each
Compression Test, High Strength Grout	ASTM C1107/C109	\$35.00	each
Concrete Cylinder Mold		\$4.00	each
Density / Unit Weight of Concrete	ASTM C567, C642	\$50.00	each
Flexural Strength Test, Concrete Beam	ASTM C78	\$95.00	each
Laboratory Drying Shrinkage Test, per beam	ASTM C157	\$175.00	each
Splitting Tensile Test, Concrete Cylinder	ASTM C496	\$75.00	each

MASONRY

Brick			
Compression Test	ASTM C67	\$60.00	each
Modulus of Rupture	ASTM C67	\$70.00	each
Absorption	ASTM C67	\$85.00	each
Concrete Masonry Unit			
Compression Test	ASTM C140	\$70.00	each
Absorption & Moisture Content	ASTM C140	\$70.00	each
Linear Drying Shrinkage	ASTM C426	\$175.00	each
Compression Test, Composite Masonry Prism	ASTM C1314	\$95.00	each
Compression Test, Masonry Grout	ASTM C1019	\$35.00	each
Compression Test, Mortar	ASTM C780	\$30.00	each
Core Shear Test	CBC Section 2105A	\$80.00	each

STEEL

Anchor Bolt Tensile Test	ASTM F606	\$95.00	each
Fireproofing Density Test	ASTM E605	\$65.00	each
High Strength Bolt Assembly Laboratory Testing			
Bolt - Wedge Tension Test	ASTM F606	\$70.00	each
Bolt - Proof Load Test	ASTM F606	\$70.00	each
Bolt - Hardness Test	ASTM E18	\$25.00	each
Nut - Proof Load Test	ASTM F606	\$70.00	each
Nut - Hardness Test	ASTM E18	\$25.00	each
Washer - Hardness Test	ASTM E18	\$25.00	each
Prestressing Steel Strand Tensile Test	ASTM A416/A1061	\$125.00	each
Reinforcing Steel (Rebar) Tensile Test			
Up to No. 7	ASTM A615, A706/A370	\$70.00	each
From No. 8 through No. 14	ASTM A615, A706/A370	\$95.00	each
Reinforcing Steel (Rebar) Bend Test	ASTM A615, A706/A370	\$35.00	each
Structural Steel Tensile Test			
Up to 3/4"	ASTM A370	\$70.00	each
Sizes Larger Than 3/4"	ASTM A370	\$95.00	each
Machining of Test Specimens		cost plus %20	
Structural Steel Hardness Testing	ASTM E18	\$75.00	each
Weld Assembly, Guided Bend/Macroetch/T-Bend Test	AWS D1.1, ASTM E190	\$75.00	per test
Welder Qualification Test Inspection		\$80.00	per hour
Welder Qualification Test Record		\$95.00	each

TESTING SERVICES

Laboratory Technician		\$75.00	per hour
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ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Award of Bid for Asphalt Repairs, Seal Coating & Striping at Whitney High School

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

Background:

The District went out to bid for the asphalt repairs, seal coating and striping at Whitney High School. This work is scheduled to be completed this summer after summer school completes and before the beginning of the 2015-16 school year.

Status:

Bids for the asphalt repairs, seal coating and striping were solicited by phone and advertisement in the newspaper and opened by the District on June 30, 2015 at 10:00 am.

Bids were received from:

Asphalt Consultants & Contractors, Inc.	\$83,240.00
J.B. Bostick	\$58,173.00

Bids were reviewed by the Senior Director of Facilities & Operations and the Assistant Director of Facilities & Maintenance. The reviewers were in agreement to recommend award to J.B. Bostick for the complete bid of \$58,173.00.

Presenter:

Sue Wesselius, Senior Director, Facilities, Maintenance & Operations

Financial Impact:

Current year:	\$58,173.00
Future years:	N/A
Funding source:	Deferred Maintenance (Fund 14)

Allotment of Time:

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

Packet Information:

None

Recommendation:

Staff recommends approval of the bid for the Asphalt Repairs, Seal Coating and Striping at Whitney High School in the amount of \$58,173.00 with J.B. Bostick.

ROCKLIN UNIFIED SCHOOL DISTRICT
BOARD AGENDA BRIEFING

SUBJECT: Approve Requests for Authorization from School-Connected Organizations
(PTC/Booster Clubs)

DEPARTMENT: Office of the Deputy Superintendent of Business and 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.

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.

Upon consent, school-connected organizations may use the school's name, school team's name, or any logo attributable to the school or district.

Status:

The list below includes the school-connected organizations that have submitted a request for authorization for 2015-16 with the required documentation per AR 1230.

Antelope Creek Elementary PTC	Sierra Elementary PTC
Breen Elementary PTC	Sunset Ranch Elementary PTC
Cobblestone Elementary PTC	Twin Oaks Elementary PTC
Parker Whitney Elementary PTC	Valley View Elementary PTC
Rock Creek Elementary PTC	Granite Oaks MS Parent Falcon Club
Rocklin Elementary PTC	Rocklin HS Blue Thunder Booster Club
Ruhkala Elementary PTC	Whitney HS Booster Club

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:

None

Recommendation:

Staff recommends authorization of the list of school-connected organizations above for 2015-16.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Service Agreement with Lozano Smith for Legal Services for Special Education
DEPARTMENT: Office of the Deputy Superintendent, Business & Operations

Background:

The District has been contracting with Lozano Smith Attorneys At Law since April 2013 for legal representation in the area of special education when Marcy Gutierrez joined this law firm.

Status:

Lozano Smith continues to represent the District for legal issues related to special education. The rates have increased effective July 1, 2015 from \$190 per hour to \$205 per hour for attorneys; from \$100 per hour to \$125 per hour for paralegal and law clerks. The hourly fee for General Counsel has not increased.

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:

A copy of the proposed agreement for Lozano Smith Attorneys At Law is included in your packet.

Recommendation:

Staff recommends approval of the agreement with Lozano Smith for Legal Services for Special Education.



AGREEMENT FOR LOZANO SMITH LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2015, between the Rocklin Unified School District ("Client") and the law firm of Lozano Smith, LLP ("Attorney").

Client and Attorney agree as follows:

Client hires Attorney as its legal counsel with respect to matters the Client refers to Attorney. Attorney shall provide legal services to represent Client in such matters, keep Client informed of significant developments and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client has been advised of the right to seek independent legal advice regarding this Agreement.

Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).

Attorney shall send Client a statement for fees and costs incurred every calendar month. Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney's statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

In addition to regular telephone, mail and other common business communication methods, Client authorizes Attorney to use facsimile transmissions, cellular telephone calls, unencrypted email, and other computer transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

Client may discharge Attorney at any time by written notice. Unless otherwise agreed, and except as required by law, Attorney will provide no further services after receipt of such notice. Attorney may withdraw its services with Client's consent or as allowed or required by law. Upon discharge or withdrawal, Attorney shall transition all outstanding legal work and services to others as Client shall direct.

SO AGREED:

ROCKLIN UNIFIED SCHOOL DISTRICT

LOZANO SMITH, LLP

Roger Stock
Superintendent

Date

 May 28, 2015
Karen M. Rezendes
Managing Partner

Date

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Resolution 15-16-01 – A Resolution of the RUSD Delegating Barbara Patterson as Representative and Roger Stock as Alternate Representative to the Joint Powers Board for Schools Insurance Group (SIG) for the 2015-16 School Year

DEPARTMENT: Office of the Deputy Superintendent, Business & Operations

Background:

Each year we are required to delegate a representative and an alternate representative to the Joint Powers Board for Schools Insurance Group (SIG).

Status:

It is recommended that the Board approve Barbara Patterson as representative and Roger Stock as alternate representative to SIG for the 2015-16 school year.

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:

A copy of the resolution is enclosed.

Recommendation:

Staff recommends approval of Resolution 15-16-01 – A Resolution of the RUSD Delegating Barbara Patterson as Representative and Roger Stock as Alternate Representative to the Joint Powers Board for Schools Insurance Group (SIG) for the 2015-16 School Year.

RESOLUTION 15-16-01
BEFORE THE BOARD OF TRUSTEES OF THE
ROCKLIN UNIFIED SCHOOL DISTRICT

In the Matter of: A RESOLUTION OF THE ROCKLIN UNIFIED SCHOOL DISTRICT DELEGATING BARBARA L. PATTERSON AS REPRESENTATIVE AND ROGER STOCK AS ALTERNATE REPRESENTATIVE TO THE JOINT POWERS BOARD FOR SCHOOLS INSURANCE GROUP (SIG) FOR THE 2015-16 SCHOOL YEAR.

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 July, 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, this Agency is a Participating Agency of the Schools Risk and Insurance Management Group (SIG), and

WHEREAS, the Bylaws of SIG in part: "Each participating agency shall delegate one representative as a member of the Joint Powers, and one alternate to serve in the absence of the representative. Such appointment shall be by resolution of the Governing Board of the Agency," and

NOW, THEREFORE, BE IT RESOLVED that the Governing Board hereby designates the following individuals as Representative and the Alternate to the Schools Insurance Group Joint Powers Board for the 2015-16 school year:

DESIGNATION

Representative: Barbara L. Patterson, Deputy Superintendent, Business & Operations

Alternate: Roger Stock, Superintendent

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Memorandum of Understanding (MOU) Between the Rocklin Unified School District (RUSD) and Rocklin Academy (RA), Rocklin Academy 2 (RA 2) & Western Sierra Collegiate Academy (WSCA); Approve Annual Facilities Use & Fee Agreements and MOU for Special Education Use of Facilities Between the Rocklin Unified School District (RUSD) and Rocklin Academy (RA) and Rocklin Academy (RA 2) for 2015-16.

DEPARTMENT: Office of the Deputy Superintendent, Business and Operations

Background:

Memorandum of Understanding (MOU): The Charter Petitions requires, on an annual basis, that the Charter Schools and District negotiate in good faith the development of an annual operational agreement.

Facilities Use & Fee Agreement: These documents and attachments explain the allocated use of district facilities and the calculations of the facilities use fees and operational service charges for the 2015-16 school year as agreed to in the Long Term Housing Agreement with RA and RA 2.

Memorandum of Understanding – Special Education Use of Facilities: These documents explains the allocated use of facilities for Special Education services provided by RA and RA 2.

Status:

Representatives of the entities have reviewed and agreed to the attached MOUs and Facilities Use & Fee Agreements for 2015-16. Rocklin Academy held a board meeting on June 29, 2015 and approved all of the attached documents.

In 2015-16 RA and RA 2 will no longer be using the library so a reduction in library aide staffing will occur at those two sites. Other changes include RA, RA 2 and WSCA's conversion from Optafund financial software to Escape financial software and annual training requirements will include Child Abuse Reporting.

Presenter:

Barbara L. Patterson, Deputy Superintendent, Business & Operations

Financial Impact:

Current year: Approximately \$235,210 for RA and \$117,166 for RA 2 (see Attachment A)

Future years:

Funding source: Local

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:

MOU for RA, RA 2 and WSCA; Facilities Use & Fee Agreement and MOU for Special Education Use of Facilities with RA and RA 2.

Recommendation:

Administration recommends that the Board approve the MOU's for RA, RA 2 and WSCA; Facilities Use & Fee Agreements and MOU's for Special Education Use of Facilities with RA and RA 2.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ROCKLIN UNIFIED SCHOOL DISTRICT AND
THE ROCKLIN ACADEMY
2015-16**

RECITALS

CHARTER GRANTED TO ROCKLIN ACADEMY CHARTER SCHOOL

The governing board of the Rocklin Unified School District (hereinafter "District"), a school district organized and authorized to grant a charter under the laws of the state of California, granted a charter to the Rocklin Academy Charter School (hereinafter "Academy") a non-profit California public benefit corporation, on April 13, 2000 and renewed on December 15, 2004 pursuant to the terms of the Charter Schools Act of 1992, as amended. This charter, among other matters, calls for the Academy to enter into a mutually agreeable annual operational agreement with the District.

WHEREAS, the District is authorized by the State of California under the Charter Schools Act of 1992 (the "Act") (Ed. Code 47600, et seq.) to form charter schools for the purpose, among others, of developing new, innovative and more flexible ways of educating children within the public school system; and

WHEREAS, the District renewed the charter petition for Rocklin Academy ("Academy") on January 20, 2010 for a term of five (5) years through June 30, 2015; and again on December 9, 2014 for a term of five (5) years through June 30, 2020; and

WHEREAS, the District and the Academy desire to enter into this Agreement to outline the understanding and agreement between the parties regarding the funding of the Academy, the statutorily prescribed supervisory oversight of the Academy, and the respective duties of the parties to this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the District and the Academy agree as follows:

PURPOSE OF THIS AGREEMENT

This agreement defines the specific operational relationship between the Academy and the District and resolves other matters of mutual interest not otherwise resolved within the terms of the Academy's charter.

1. TERM

This agreement shall govern the 2015-16 fiscal year, July 1, 2015 - June 30, 2016. The Academy and District intend to use this agreement as the basis for developing similar understandings in future fiscal years, and both parties agree to meet and discuss the terms of this and future agreements in good faith and in a timely fashion. Both parties

agree to make a good faith effort to notify the other party the changes that party seeks to make to this agreement and to any Facilities Use Agreement sixty (60) days prior to the first day of classes of the next school year.

On or before April 15, 2016, the Academy will present a tentative list, including students' names, grade levels, addresses and home school, of those students who will attend the Academy in August 2016.

On or before September 1, the Academy will present a list of students attending the Academy including names, grade levels, addresses and home school.

2. ACADEMY FINANCES:

A. The Academy will maintain its accounts either in the County Treasury or at a federally-insured commercial bank or credit union. Funds will be deposited in non-speculative accounts including federally-insured savings or checking accounts or invested in non-speculative federally backed instruments.

B. Current practice is that the Academy will provide, at its own expense, personnel to manage receipts and disbursements for The Academy through the Escape system. Current practice is that the Academy will handle payroll reporting and disbursements through the Escape system, but will continue to do PERS and STRS retirement reporting (if applicable), through the County Office of Education. This current practice shall continue unless otherwise agreed.

C. The Academy's bookkeeper will reconcile The Academy's ledger(s) with its account in an approved banking institution or in the County Treasury on a monthly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement. The President of The Academy Board and Chair of the Fiscal committee will regularly review these statements. A "revolving" cash fund, not to exceed \$8,000 (\$100 may be petty cash) may be established with an appropriate ledger to be reconciled monthly by an onsite staff member, designated by the Academy Board, who shall not be authorized to expend petty cash.

D. The District has no obligation to apply for additional sources of funding for the Academy unless required by law. However, if the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of, and for the benefit of the Academy, the District shall receive a portion of such funds as negotiated between the parties, or as provided by the specific funding source.

E. The Academy must notify the District if it determines to secure loans apart from normal state subventions for charter schools, upon application, or renewal and prior to disbursement of funds. The potential lender(s) must be notified, in writing, with a copy to the District, that the District is not a party to the proposed loan, and that the District bears no responsibility for the repayment of the loan. Further, the Academy agrees to communicate with the District, prior to the finalization of the loan agreement. This

communication with the District will provide information regarding the details of the loan, including the repayment schedule, the impact on the current operating budget and the multiyear financial plan. If the District determines, at any time in the loan application/repayment schedule, that the Academy is in danger of default, the District may notify the Academy of the possibility of revocation.

3. COMPENSATION TO DISTRICT FOR SUPERVISORIAL OVERSIGHT

The Academy and District agree that "supervisory oversight," as used in Education Code Section 47613 shall include the following:

- a. All activities related to the charter revocation and renewal processes, as described in Section 47607;
- b. Activities relating to monitoring the performance and compliance of the Academy with respect to the terms of its Charter, related agreements, and all applicable laws;
- c. Review of and timely response, but in no event more than 30 days, to the annual school performance report and related processes as outlined in Section 9 of the Academy's charter;
- d. Good faith efforts to develop any needed additional agreements to clarify or implement the charter,
- e. Participating in the dispute resolution process as described in Section 14 of the Charter.
- f. Identification of at least one Staff member as a contact person for the Academy.
- g. Visiting the Academy at least annually.
- h. Monitoring the fiscal condition of the Academy.
- i. Providing timely notification to the California Department of Education if any of the following circumstances occur:
 - A renewal of the charter is granted or denied.
 - The charter is revoked.
 - The Academy will cease operation for any reason.

The Academy shall pay the District 1% of Academy revenues. The Academy and District agree that these costs are less than one percent of the school's revenues as required by Education Code 47613. The Academy shall reserve within its budget one percent of its revenues received. These revenues shall be defined as those provided through the Local Control Funding Formula.

From funds reserved pursuant to this paragraph, the Academy shall pay the District amounts needed to reimburse the District for its reasonably necessary oversight expenses, not to exceed one percent of the revenues listed above. The District shall invoice the Academy by September 15th for the prior year for these costs. Payments made after 30 days from receipt of invoice will be subject to interest charges of 10% per annum, except for billings where there is a dispute or clarification of expenses has been requested and not yet received.

4. FACILITIES AND RELATED COSTS

MAJOR FACILITIES MAINTENANCE AND REPLACEMENT COSTS

Facilities will be provided as agreed to in the Long Term Housing Agreement Between the Rocklin Academy and the Rocklin Unified School District. The Academy shall structure its school calendar to be substantially the same as the District calendar. The bell schedule will be such that Academy students are inside during Ruhkala Elementary passing times and vice versa, unless otherwise agreed to by both parties. All, unless otherwise agreed upon, Academy outdoor, on-site physical education activities that involve use of fields will take place during Ruhkala Elementary School lunch or when Ruhkala Elementary School P.E. is not using the fields. Drop-off areas will be designated for Academy students and parents.

Major facilities maintenance costs shall be the responsibility of the District and shall include all non-routine maintenance, replacement and repair services, including major maintenance and replacement of the roof, mechanical systems (heat, ventilation, air conditioning, electrical, plumbing), and other major maintenance and upgrades, at a level comparable with other district schools and to the extent that these costs are normally funded from sources such as state and local facilities bond proceeds, developer fees, redevelopment agency revenue, and other non-operational sources not provided to the Academy. Schedule for major maintenance will be at the discretion of the District. The Academy shall comply with the District's policies regarding the operations and maintenance of the school facility.

The Academy shall be responsible for the District's costs for routine upkeep, maintenance, and repairs at a level comparable with other District schools. This upkeep, maintenance and repairs shall include:

- a. Custodial, grounds keeping and maintenance services needed to keep the Academy buildings in the same condition as other buildings and grounds in the district.
- b. Utility costs to provide electricity, water, gas, sewer/garbage and security services to the District. Costs to be allocated based upon a percentage of classrooms occupied by the Academy to total classrooms of the school.
- c. General fund major maintenance contribution toward maintaining the facilities in the same condition as other buildings in the district.

Detailed information about facility and related costs and major maintenance contribution cost calculations are contained in another document mutually agreed to by the Academy and the District, entitled Facilities Use Agreement for Fiscal Year 2015-16

Between Rocklin Unified School District and Rocklin Academy Charter fully incorporated by reference herein.

5. FURNISHINGS AND EQUIPMENT

The Academy shall comply with the District's policies regarding the operations and maintenance of the school facility and furnishings and equipment.

6. TRANSPORTATION

The Academy shall be responsible for any transportation offered to students who enroll in the Academy.

7. SPECIAL EDUCATION SERVICES

The Academy shall work with the District to assure that a free appropriate public education be provided for all children with disabilities attending the Academy in accordance with all applicable provisions of state law and the Individuals with Disabilities Education Improvement Act ("IDEIA").

The Academy shall assume sole responsibility for compliance with Section 504 of the Rehabilitation Act ("Section 504") and the Americans with Disabilities Act ("ADA"), including student discipline.

The Academy shall serve as the LEA for special education purposes per Education Codes 47640 and 47641 for the Academy. The Academy is deemed the LEA for purposes of compliance with federal law (IDEIA) and for eligibility for federal and state special education funds.

As the LEA for special education purposes, the Academy shall hold harmless, defend and indemnify the District and any of its officers or employees from and against any and all claims, demands, actions, suits, losses, or other liability cause by, connected with, or arising out of, the Academy's duties and obligations to provide special education services as LEA.

Equitable use of specialized space and shared space for serving students under IDEIA will be allocated under the annual FUA (Facilities Use Agreement) and separate memorandum of understanding as agreed to by representatives of both parties.

8. FOOD SERVICES

The Academy will participate in the National School Lunch program through the District. As a participant of this program, the Academy will abide by all rules, regulations and procedures of this program.

9. DATA REPORTING

A. AVERAGE DAILY ATTENDANCE

"Average daily attendance" shall mean the attendance of charter school pupils while engaged in educational activities required of them by the Academy, as defined in Education Code Section 47612, and in Section 11960, of Title 5, Chapter 11, Subchapter 19, Article 1, of the California Administrative Code of Regulations and other applicable laws.

The Academy will be responsible for its daily attendance accounting. The Academy has developed an attendance-reporting calendar and will maintain a system to contemporaneously record and account for average daily attendance (ADA). These records shall be auditable and will be within the scope of the school's annual audit.

The Academy will report ADA figures to the District, County Office of Education, or California Department of Education, as appropriate, and on a timely basis. This will include sending monthly attendance reports to the District. If necessary, the District will report ADA data to the Placer County Office of Education and/or California Department of Education to enable the Academy to receive the funding specified in this Memorandum. The Academy shall notify the Deputy Superintendent of Business and Operations if, during any month, actual ADA falls more than 10 percent below estimated ADA. The Academy will use the Powerschool attendance accounting system.

The Academy shall implement a data collection and storage system that will provide for the management and reporting of required data for state and federal systems as well as providing other pertinent information necessary to the cum file.

The Academy shall report ADA data for P-1, P-2 and Annual reporting periods to the District showing resident and non-resident ADA separately, in addition to the reporting requirements of the CDE ADA forms.

B. OTHER DATA

The Academy and District shall also obtain and work cooperatively to supply to one another in a timely and accurate fashion any other information necessary to enable the Academy and the District to calculate entitlement to all available funding sources.

C. FINANCIAL REPORTING

The Academy shall prepare and submit the following financial information to the District:

- 1) A budget for the upcoming fiscal year showing estimated revenues and expenditures based on identified and reasonable assumptions before July 1.
- 2) A revised budget not later than 45 days after the Governor signs the annual Budget Act for that fiscal year.
- 3) Financial reports displaying the financial status of the Academy shall be prepared and submitted to the District based on the CDE calendar for Interim and Final Financial reports and display budgeted revenues and expenditures as compared with actual figures to date, along with projected year-end figures, by major category of revenue expenditure and will include assumptions made. Financial reports will be submitted to the District in formats established by the county and CDE and similar format to that required for Charter and public schools. Submission of such reports will be made to the District based on County established deadlines.
- 4) In accordance with Education Code section 42100(b), on or before September 15, the Academy shall approve, in a format prescribed by the Superintendent of Public Instruction, an annual statement of all receipts and expenditures of the Academy for the preceding fiscal year and shall file the statement with the District.
- 5) The Academy will provide monthly cash flow reports to the District.

10. ANNUAL FISCAL AUDIT

The Academy shall cause to be prepared an annual audit of the financial transactions of the Academy each year pursuant to the terms specified in the Charter and this agreement. The Academy shall immediately forward a copy of the audit, any audit adjustments and the management letter from the auditors to the Deputy Superintendent of Business and Operations of the District upon receipt of the final audit findings, and in no case later than December 15 of each year. Any negative findings or deficiencies shall be resolved pursuant to the terms of the charter.

In accordance with and in addition to responding to inquiries as required by Education Code section 47604.3, the Academy shall immediately notify the District in writing of any request for special audits, information or any investigation any federal, state or local government agency, or a grand jury. The District shall immediately notify and provide copies to the Academy in writing of any complaints and non-routine inquiries it receives regarding the Academy. The Academy shall provide District with any and all requested information, audit or inquiry, as District, in its sole discretion, may request. The Academy shall at all times keep District fully informed regarding all aspects of any such inquiry, investigation or audit and shall provide District ample notice of any meetings, conferences, or discussions, related to an inquiry, investigation, or audit, so that District has a timely opportunity to participate. The District will fully inform the Academy in the same manner. The District shall at all times have full access to any conclusions, findings, or reports related to any inquiry, investigation or audit.

11. ANNUAL EMPLOYMENT CERTIFICATIONS

The Academy shall certify to the District not later than October 15 each year:

- a. All employees have had TB clearance within four years or as required by law.
- b. All certificated employees hold current and valid teaching credentials as of the date of the report.
- c. All employees have submitted fingerprints, and prior to employment, were found eligible to work for a public school.
- d. All employees have received Blood Borne Pathogen Training.
- e. All employees have received Child Abuse Reporting Training as required by law.

The Academy will submit documentation regarding the highly qualified status of all of its teachers not later than October 15 each year.

The District will provide and the Academy will follow the District's Injury Illness Prevention Plan, which includes the Hazard Communication Program.

12. FISCAL ACCOUNTABILITY

The District will receive notification of all meetings of the governing board of the Academy, as well as minutes and miscellaneous work products from that group.

The Academy shall adopt and meet appropriate and generally accepted accounting principles and shall ensure that: (1) expenditures are authorized in accordance with amounts specified in the budget adopted by The Academy Board; (2) The Academy's funds are managed and held in a manner that provide a high degree of protection of the Academy's assets; and (3) all transactions are recorded and documented in an appropriate manner that allow reporting as required by the District, the County Office of Education or Department of Education.

The Academy will develop and maintain basic check requests and purchase order forms to document the authorization of all non-payroll expenditures. The following requirements shall be followed with regard to purchase orders:

- a. The Academy Board must approve or ratify all purchase orders for an amount equal to or exceeding \$10,000 based upon whether it is consistent with the adopted budget and authorize the Academy Executive Director sign the check request form.

- b. The Academy Executive Director or principal may grant preliminary approval for purchase orders for an amount less than \$10,000 after prior review of the proposed expenditure to determine whether it is consistent with the adopted budget.

All transactions will be posted in the general ledger in the Escape software that the Academy uses. The transactions will be posted in the ledger by an on-site bookkeeper at the Academy or a contracted bookkeeper.

All purchase orders over \$15,000 must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services (e.g. contacting at least 3 vendors for quotes). The Academy Board shall not approve purchase orders or check requests lacking such documentation. Documentation shall be attached to all such purchase order requests.

The Academy may request to contract with the District, or the County Office of Education, or choose a reputable, bonded and insured payroll contractor, to prepare payroll checks, tax and retirement withholdings, tax statements and to perform other payroll support functions. The Academy Executive Director will establish and oversee a system to prepare time and attendance reports and submit payroll check requests. The Academy Executive Director or designee will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks. Upon hiring of staff, a personnel file will be established with all appropriate payroll-related documentation including a federal I-9 form, tax withholding forms and retirement data.

13. INSURANCE

The Academy and the District shall purchase at their own expense and maintain in effect the following insurance policies as specified below.

- Comprehensive Liability Insurance. This shall include contractual products and completed operations, corporeal punishment, sexual misconduct and harassment, bodily injury, and property damage coverage. This coverage shall have a combined limit of not less than \$5 million for any one person injured or killed and not less than \$15 million for the injury or death of more than one person. Both the Academy and the District shall name one-another as additional named insureds on their policies.
- Auto Liability. This coverage shall extend to both owned- (if vehicles are owned) and non-owned vehicles, with bodily injury limits of not less than \$1 million per occurrence.
- Workers Compensation and Unemployment Insurance. Coverage shall be obtained as required by applicable law.

The Academy will notify the District prior to making any changes in insurance coverage

as outlined herein.

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

14. FINGERPRINT AND CRIMINAL RECORD SUMMARY SERVICES

The Academy at its sole cost and expense shall require all its subcontractors and vendors whose duties require contact with students to submit fingerprints in accordance with Education Code section 45125.1. Academy shall notify the District in writing no later than September 15 of each school year of Academy's compliance with this paragraph. Academy shall make employee fingerprint verification information available to the District upon request.

15. STATEMENT OF FACTS ROSTER

It shall be the sole responsibility of the Academy to file, and update as required, the "Statement of Facts Roster of Public Agencies" as required by Government Code Section 53051. The current State of Facts Roster shall be submitted to the District by October 31 each year. It shall also be the sole responsibility of the the Academy to file an amendment to the Statement of Facts within 10 days after a change in any of the required information, e.g., legal name and mailing address of the school, name and residence or business address of each member of the Charter Board, and name, title and residence or business address of the presiding officer. In addition to submission to the County Clerk and Secretary of State, an amendment to the Statement of Facts will also be submitted to the District within 10 days after the change.

16. PUBLIC RECORDS ACT

The Academy agrees to comply with the Public Records Act (Government Code Section 6250 et seq.) as well as Education Code Section 47604.3.

17. CONSTRUCTION AND SEVERABILITY

A. AMENDMENTS

This agreement may be amended or modified, in whole or in part, only by an agreement in writing developed in the same manner as this agreement.

B. SEVERABILITY

If any provision or any part of this agreement is for any reason held to be invalid and or unenforceable or contrary to public policy, law, or statute and/or ordinance, the remainder of this agreement shall not be affected thereby and shall remain valid and fully enforceable.

C. DISPUTE RESOLUTION

In the event that either party disputes the meaning of the terms of this agreement or believes the other party has violated the terms of this Agreement, both parties shall attempt to resolve the dispute in good faith through the dispute resolution process contained within the Charter.

D. TERMINATION FOR CAUSE

The District may terminate the services provided pursuant to this Agreement upon failure of the Academy to respond in writing within thirty (30) days after the receipt by the Academy of a written demand for payment of any amount due under this Agreement and notice of intent to terminate services. In the event the District receives a response within 30 days, the parties agree to follow the dispute clause in Section 14 of the Charter. Any failure by the Academy to pay an amount due under this Agreement, or other material violation of the terms of this Agreement, may constitute grounds for revocation in accordance with the provisions of the Charter. Except for the rights and remedies available to the parties hereto per state and federal law, in the event of revocation of the Charter, this Agreement shall be deemed null and void.

The Academy may terminate any services provided pursuant to this Agreement upon failure of the District to respond in writing within thirty (30) days after the receipt by the District of a written demand to provide in a satisfactory manner any services called for in this agreement. In the event the Academy receives a response within 30 days, the parties agree to follow the dispute clause in Section 14 of the Charter.

18. CONFLICTS

In the event of a conflict between a term of this Agreement with the Academy or with any rule, regulation or procedure of the Academy, in any such event, federal and state law, the terms of the Charter, the terms of this Agreement, the terms of the Long Term Housing Agreement, the terms of the Annual Facilities Use Agreement, in that order of priority, shall control.

19. NONDISCRIMINATION

The Academy covenants and agrees that it shall not discriminate against any person or group thereof upon the basis of race, color, religion, sex, ancestry, physical and/or mental disability, marital status or national origin in the operation of the Academy.

20. ASSIGNMENT

This Agreement shall not be assigned without the written consent of the other party, provided however, the parties may delegate the performance, but not the responsibility for their respective duties hereunder. As a condition of the renewal of this Agreement, the Academy, for information purposes only, shall annually submit a list of subcontractors to the District.

21. ENFORCEMENT

This agreement shall be construed and enforced in accordance with the laws of the State of California.

22. INDEPENDENT CONTRACTOR STATUS

The parties to this Agreement agree that the relationship between them created by this Agreement is that of an independent contractor, and not an employer/employee. No agent, employee, or servant of the Academy shall be deemed to be an employee, agent or servant of the District, except as expressly acknowledged in writing by the District. No agent, employee, or servant of the District shall be deemed to be an employee, agent or servant of the Academy, except as otherwise expressly acknowledged in writing by the Academy.

23. ATTORNEYS FEES

Except as provided for in Section 14 of the Charter, in any court action, or proceeding or arbitration arising out of this Agreement, and resulting in a judgment, court order or binding arbitrator decision the prevailing party shall be entitled to reasonable attorney's fees and costs.

24. NOTIFICATIONS

All notices, requests, and other communications under this agreement shall be in writing and mailed to the proper addresses as follows:

To the District at: Rocklin Unified School District, 2615 Sierra Meadows Dr., Rocklin CA 95677.

To Academy at: Rocklin Academy, 660 Menlo Drive, Rocklin CA 95765.

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

Dated: _____ BY _____
Roger Stock On behalf of the Rocklin Unified School District

Dated: _____ BY _____
Robin Stout On behalf of the Rocklin Academy Charter School

Facilities Use Agreement for Fiscal Year 2015-16 between Rocklin Unified School District and Rocklin Academy Charter

In accordance with the Long Term Housing Agreement between the Rocklin Unified School District (“District”) and Rocklin Academy Charter (“Academy”), the following explains in detail the allocation of facilities use by the Academy when necessary:

1. Teaching Space:

- a. Per Long Term Housing Agreement.

2. Non Teaching Space

a. Exclusive Use:

- i. The Academy will be provided Administrative space per the Long Term Housing Agreement.

b. Shared Space:

- i. The following shared space will be available to the Academy as per the Long-Term Housing Agreement:
 1. Library usage = 1 hour per week per teacher (up to 14 teachers) which equates to 14 hours a week. The Academy will be required to pay for the library aide’s time, and any repairs or replacement costs for lost or stolen books. The library aide cost charged will be the actual salary and benefits of the employee(s) assigned to this site. For budgeting purposes the estimated cost is \$10,980.
 2. For the 2015-17 school year, – RA will not be using the computer lab.
 3. For the 2015-16 school year, RA will not be using the VAPA classroom.
 4. For the 2015-16 school year, RA will not be using the library.
 5. Space utilization for special education purposes will be defined in a separate memorandum of understanding as agreed to by representatives of both parties.
 6. Bathrooms will be shared, and will be open for all children when the school is open and school sponsored activities are occurring.

7. Multi-purpose room and stage = 40 minutes a day for lunch. The Academy staff will be responsible for supervising its students during the lunch period and is responsible for following all District policies and procedures in the use of this facility.
8. Playground = 45 minutes a day for recess, and 40 minutes for lunch recess. The Academy staff will be responsible for supervision of its students during its use of the playground and field areas.
9. Access for other times during the school day and school year, when specialized space is not allocated by District formula, will be on a pro-rata basis, as mutually agreed to by the two principals. Access to specialized space during the school day and school year will not be subject to additional fees or costs.
10. Access to the rainy day P.E. room will be scheduled by the two principals for rainy day use.
11. Storage space – the Academy will be provided the same space as in the prior year (e.g. 1/2 of the storage area on the back of the multi-purpose room for both general storage and storage of the P.E. equipment).

3. Facilities Use Costs

- a. The pro rata share amount will be calculated using actual facilities cost of the 2014-15 fiscal year and will be based upon the number of classrooms used by the Academy compared to the total number of all classrooms on the Ruhkala campus, excluding the computer lab, multiplied by the total square footage of buildings on the Ruhkala school site. It will be calculated once the District's books are closed. For budgeting purposes, the pro rata annual facilities use charge for the required facilities is estimated to be \$13,655. See Attachment A.

4. Maintenance, Operations and Grounds Costs

- a. Maintenance, Operations and Grounds Costs will be calculated on District-wide actual costs and charged based upon the number of classrooms used by the Academy to the total number of all classrooms on the Ruhkala campus, excluding the computer lab, multiplied by the total square footage of buildings at Ruhkala compared to the total square footage of buildings district-wide (and for grounds, Ruhkala grounds' square footage compared to district-wide grounds' square footage,

excluding blacktop square footage). In addition the Academy agrees to pay 50% of an additional 8 hour custodian position. For budgeting purposes, the Academy's share of the costs is estimated to be \$172,159. See Attachment A. Charges based on actual costs will be billed.

5. Major Maintenance

- a. The pro rata share amount for general major maintenance will be calculated at \$80 per 2014-15 P-2 ADA. The estimated amount is \$28,880. See Attachment A.
- b. The District agrees that all funds contributed by the Academy to the major maintenance account are to be deposited in a dedicated and restricted account for major maintenance repairs only.
- c. Annually, the District agrees to provide a list, with costs, of those projects completed in the District no later than September 15th of the subsequent year.
- d. If the District makes a budget transfer from the major maintenance account to another fund, the Academy will receive a proportional reduction of their contribution.

6. Computers, Furnishings and Equipment

- a. The Academy shall comply with the District's policies regarding operation and maintenance of the school facility, furnishings and equipment.
- b. The pro rata share amount of network and technology infrastructure support will be calculated based on the salaries and benefits of the system engineer team and administrative staff charged based on enrollment of the Academy to total enrollment of the Academy and the District. For budgeting purposes, the Academy's share of the costs is estimated to be \$20,626. See Attachment A. Charges based on actual costs will be billed.

7. Payment for Services, Facilities Use and Operational Charges

- a. Charges will be billed monthly beginning in October based on the estimated costs and will be adjusted to actual costs in the final billing. Payment will be made within 30 days of billing date. Payments made after 30 days will be subject to interest charges at the rate of 10% per annum.

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

**Dated: _____ BY _____
Roger Stock on behalf of the Rocklin Unified School District**

**Dated: _____ BY _____
Robin Stout on behalf of the Rocklin Academy Charter School**

ATTACHMENT A
Rocklin Academy Facilities Requirements for 2015-16
RAC-I @ RUHKALA ELEMENTARY SCHOOL
2015/16 - Budget
Excluding Computer Tech / Supplies and Library
and Including Network & Technology Infrastructure Support
Using Estimated 2014-15 F&E Expenses @ 6/23/15
(Using OB16-01+OB16-02+OB16-03)

	Number of classrooms for facilities fee calc.	Number of classrooms for M&O, and other services	% of total classrooms used*
Ruhkala	0	0	58.82%
Rocklin Academy	14	14	41.18%
*Total excludes Computer Lab	34	34	100%

Total Square footage of Ruhkala Elementary	59,216	
RAC's % use	41.18%	% of total classrooms used for facilities use charge
	24,383	41.18%

Estimated Cost per square foot districtwide	<u>0.56</u>	Total Classrooms at Ruhkala (includes SDC room used as regular classroom by RUSD, VAPA room and RSP room not used by RAC) Less classrooms used for RAC Admin-Rm 1 & 5 Add portabla room L (previously preschool) now used by Rocklin Unified School District for regular classroom	35 (2) <u>1</u>	In back by the 2 City portables (preschool and kids junction)
Facilities Use Costs for Ruhkala	<u>\$ 13,654.51</u>	Total classrooms used as regular classrooms* * excludes Computer Lab	34	

Est Actual facilities costs for 2014-15:		Buildings Square Footage:	
General Fund only:	object:	Districtwide	1,277,597
Debt Service:	7438 \$	Ruhkala	59,216
	7439		4.63%
Total debt service	-	Grounds (excluding blacktop areas) Square Footage:	
Furniture and Equip.	4400 715,897	Districtwide	3,651,716
		Ruhkala	90,000
			2.46%
Total estimated capital facilities costs in general fund	<u>\$ 715,897</u>		
Total square footage of district	<u>1,277,597</u>		
Estimated Cost per square foot	\$ 0.56		

ATTACHMENT A
Rocklin Academy Facilities Requirements for 2015-16
RAC-I @ RUHKALA ELEMENTARY SCHOOL
Operational Charges
2015/16 - Budget
Excluding Computer Tech / Supplies and Library
and Including Network & Technology Infrastructure Support
Using Estimated 2014-15 F&E Expenses @ 6/23/15
(Using OB16-01+OB16-02+OB16-03)

Ruhkala	Total costs	RAC's % of Square		RAC's Share of	
		Footage	RAC's % use	Costs	Costs
Custodial Sal/Ben	\$ 3,172,553	4.63%	41.18%	\$ 60,488.97	
8 hr Custodian	55,852		50.00%	27,926.00	
Grounds Sal/Ben	975,482	2.46%	41.18%	9,881.91	
Maintenance Sal/Ben	588,022	4.63%	41.18%	11,211.43	
Custodial Non Sal Exp	10,160		41.18%	4,183.89	
Grounds Non Sal Exp	2,905		41.18%	1,198.28	
Maintenance Non Sal Exp	25,410		41.18%	10,463.84	
Utilities:					
Electricity	70,600		41.18%	29,073.08	
Water / Gas	18,980		41.18%	7,815.96	
Sewer / Garbage	16,250		41.18%	6,691.75	
Internet Usage net of E-rate funding/Content Filter	6,634		41.18%	2,732.06	
Security	1,200		41.18%	494.16	
Total Estimated Costs	\$ 4,944,048			\$ 172,159.33	

Summary of required facilities costs at Ruhkala	\$	13,654.51
Summary of Operational Charges at Ruhkala	\$	172,159.33
Total costs for facilities and operations	\$	185,813.84

Summary of additional Costs:

Agreed upon annual donation for Library Books	\$	-	No Library in 2015-16
Library Aide Salary & Benefits per agreement	\$	-	No Library in 2015-16

Network & Technology Infrastructure Support

Tech Services Salary & Benefits	\$	625,044
RAC-I % (Based on Enrollment)		3.30%
	\$	20,626

Use of Computer Lab:

Supplies	\$	-	No computer Lab in 2015-16
Amortization of Estimated Replacement Cost		-	Temporarily Suspended
Computer Tech Salary & Benefits per agreement	\$	-	No computer Lab in 2015-16

Major Maintenance:

ADA		361.00
x		x
\$80 per ADA	\$	80
Major Maint Charge to RAC	\$	28,880.00
TOTAL RAC-I (Facilities/Operations Costs & Add'l Costs)	\$	235,320.29

MEMORANDUM OF UNDERSTANDING FOR FISCAL YEAR 2015-16
BETWEEN ROCKLIN UNIFIED SCHOOL DISTRICT AND
ROCKLIN ACADEMY (RA)
(RUHKALA)

IEP Meeting Space. Small conference room scheduled through front office.
Parent's wait in RA's administration office

Psychologists }
Speech }
RSP }
OT/PT } Small conference room in the library

Nursing RA's administration office

Adaptive PE Rainy day space

The parties to this agreement have duly executed it on the day and year set forth below.

Dated: _____ By: _____
Roger Stock, Superintendent
Rocklin Unified School District

Dated: _____ By: _____
Robin Stout, Executive Director
Rocklin Academy Charter School

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ROCKLIN UNIFIED SCHOOL DISTRICT AND
THE ROCKLIN ACADEMY 2
2015-16**

RECITALS

CHARTER GRANTED TO ROCKLIN ACADEMY 2 CHARTER SCHOOL

The governing board of the Rocklin Unified School District (hereinafter "District"), a school district organized and authorized to grant a charter under the laws of the state of California, granted a charter to the Rocklin Academy 2 Charter School (hereinafter "Academy") a non-profit California public benefit corporation, on April 18, 2007 and renewed on December 7, 2011 pursuant to the terms of the Charter Schools Act of 1992, as amended. This charter, among other matters, calls for the Academy to enter into a mutually agreeable annual operational agreement with the District.

WHEREAS, the District is authorized by the State of California under the Charter Schools Act of 1992 (the "Act") (Ed. Code 47600, et seq.) to form charter schools for the purpose, among others, of developing new, innovative and more flexible ways of educating children within the public school system; and

WHEREAS, the District renewed the charter petition for Rocklin Academy ("Academy") on December 7, 2011 for a term of five (5) years through June 30, 2017; and

WHEREAS, the District and the Academy desire to enter into this Agreement to outline the understanding and agreement between the parties regarding the funding of the Academy, the statutorily prescribed supervisory oversight of the Academy, and the respective duties of the parties to this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the District and the Academy agree as follows:

PURPOSE OF THIS AGREEMENT

This agreement defines the specific operational relationship between the Academy and the District and resolves other matters of mutual interest not otherwise resolved within the terms of the Academy's charter.

1. TERM

This agreement shall govern the 2015-16 fiscal year, July 1, 2015 - June 30, 2016. The Academy and District intend to use this agreement as the basis for developing similar understandings in future fiscal years, and both parties agree to meet and discuss the terms of this and future agreements in good faith and in a timely fashion. Both parties agree to make a good faith effort to notify the other party the changes that party seeks

to make to this agreement and to any Facilities Use Agreement sixty (60) days prior to the first day of classes of the next school year.

On or before April 15, 2016, the Academy will present a tentative list, including students' names, grade levels, addresses and home school, of those students who will attend the Academy in August 2016.

On or before September 1, the Academy will present a list of students attending the Academy including names, grade levels, addresses and home school.

2. ACADEMY FINANCES:

A. The Academy will maintain its accounts either in the County Treasury or at a federally-insured commercial bank or credit union. Funds will be deposited in non-speculative accounts including federally-insured savings or checking accounts or invested in non-speculative federally backed instruments.

B. Current practice is that the Academy will provide, at its own expense, personnel to manage receipts and disbursements for The Academy through the Escape system. Current practice is that the Academy will handle payroll reporting and disbursements through the Escape system, but will continue to do PERS and STRS retirement reporting (if applicable), through the County Office of Education. This current practice shall continue unless otherwise agreed.

C. The Academy's bookkeeper will reconcile The Academy's ledger(s) with its account in an approved banking institution or in the County Treasury on a monthly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement. The President of The Academy Board and Chair of the Fiscal committee will regularly review these statements. A "revolving" cash fund, not to exceed \$6,000 (\$100 may be petty cash) may be established with an appropriate ledger to be reconciled monthly by an on site staff member, designated by the Academy Board, who shall not be authorized to expend petty cash.

D. The District has no obligation to apply for additional sources of funding for the Academy unless required by law. However, if the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of, and for the benefit of the Academy, the District shall receive a portion of such funds as negotiated between the parties, or as provided by the specific funding source.

E. The Academy must notify the District if it determines to secure loans apart from normal state subventions for charter schools, upon application, or renewal and prior to disbursement of funds. The potential lender(s) must be notified, in writing, with a copy to the District, that the District is not a party to the proposed loan, and that the District bears no responsibility for the repayment of the loan. Further, the Academy agrees to communicate with the District, prior to the finalization of the loan agreement. This

communication with the District will provide information regarding the details of the loan, including the repayment schedule, the impact on the current operating budget and the multiyear financial plan. If the District determines, at any time in the loan application/repayment schedule, that the Academy is in danger of default, the District may notify the Academy of the possibility of revocation.

3. COMPENSATION TO DISTRICT FOR SUPERVISORIAL OVERSIGHT

The Academy and District agree that "supervisorial oversight," as used in Education Code Section 47613 shall include the following:

- a. All activities related to the charter revocation and renewal processes, as described in Section 47607;
- b. Activities relating to monitoring the performance and compliance of the Academy with respect to the terms of its Charter, related agreements, and all applicable laws;
- c. Review of and timely response, but in no event more than 30 days, to the annual school performance report and related processes as outlined in Section 9 of the Academy's charter;
- d. Good faith efforts to develop any needed additional agreements to clarify or implement the charter,
- e. Participating in the dispute resolution process as described in Section 14 of the Charter.
- f. Identification of at least one Staff member as a contact person for the Academy.
- g. Visiting the Academy at least annually.
- h. Monitoring the fiscal condition of the Academy.
- i. Providing timely notification to the California Department of Education if any of the following circumstances occur:

- A renewal of the charter is granted or denied.
- The charter is revoked.
- The Academy will cease operation for any reason.

The Academy shall pay the District 1% of Academy revenues. The Academy and District agree that these costs are less than one percent of the school's revenues as required by Education Code 47613. The Academy shall reserve within its budget one percent of its revenues received. These revenues shall be defined as those provided through the Local Control Funding Formula

From funds reserved pursuant to this paragraph, the Academy shall pay the District amounts needed to reimburse the District for its reasonably necessary oversight expenses, not to exceed one percent of the revenues listed above. The District shall

invoice the Academy by September 15th for the prior year for these costs. Payments made after 30 days from receipt of invoice will be subject to interest charges of 10% per annum, except for billings where there is a dispute or clarification of expenses has been requested and not yet received.

4. FACILITIES AND RELATED COSTS

MAJOR FACILITIES MAINTENANCE AND REPLACEMENT COSTS

Facilities will be provided as agreed to in the Long Term Housing Agreement Between the Rocklin Academy and the Rocklin Unified School District. The Academy shall structure its school calendar to be substantially the same as the District calendar. The bell schedule will be such that Academy students are inside during Rocklin Elementary passing times and vice versa, unless otherwise agreed to by both parties. All, unless otherwise agreed upon, Academy outdoor, on-site physical education activities that involve use of fields will take place during Rocklin Elementary School lunch or when Rocklin Elementary School P.E. is not using the fields. A drop-off area will be designated for Academy students and parents.

Major facilities maintenance costs shall be the responsibility of the District and shall include all non-routine maintenance, replacement and repair services, including major maintenance and replacement of the roof, mechanical systems (heat, ventilation, air conditioning, electrical, plumbing), and other major maintenance and upgrades, at a level comparable with other district schools and to the extent that these costs are normally funded from sources such as state and local facilities bond proceeds, developer fees, redevelopment agency revenue, and other non-operational sources not provided to the Academy. Schedule for major maintenance will be at the discretion of the District. The Academy shall comply with the District's policies regarding the operations and maintenance of the school facility.

The Academy shall be responsible for the District's costs for routine upkeep, maintenance, and repairs at a level comparable with other District schools. This upkeep, maintenance and repairs shall include:

- a. Custodial, grounds keeping, and maintenance services needed to keep the Academy buildings in the same condition as other buildings and grounds in the district.
- b. Utility costs to provide electricity, water, gas, sewer/garbage and security services to the District. Costs to be allocated based upon a percentage of classrooms occupied by the Academy to total classrooms of the school.
- c. General fund major maintenance contribution toward maintaining the facilities in the same condition as other buildings in the district.

Detailed information about facility and related costs and major maintenance contribution cost calculations are contained in another document mutually agreed to by the Academy and the District, entitled Facilities Use Agreement for Fiscal Year 2015-16 Between Rocklin Unified School District and Rocklin Academy Charter 2, fully incorporated by reference herein.

5. FURNISHINGS AND EQUIPMENT

The Academy shall comply with the District's policies regarding the operations and maintenance of the school facility and furnishings and equipment.

6. TRANSPORTATION

The Academy shall be responsible for any transportation offered to students who enroll in the Academy.

7. SPECIAL EDUCATION SERVICES

The Academy shall work with the District to assure that a free appropriate public education be provided for all children with disabilities attending the Academy in accordance with all applicable provisions of state law and the Individuals with Disabilities Education Improvement Act ("IDEIA").

The Academy shall assume sole responsibility for compliance with Section 504 of the Rehabilitation Act ("Section 504") and the Americans with Disabilities Act ("ADA"), including student discipline.

The Academy shall serve as the LEA for special education purposes per Education Codes 47640 and 47641 for the Academy. The Academy is deemed the LEA for purposes of compliance with federal law (IDEIA) and for eligibility for federal and state special education funds.

As the LEA for special education purposes, the Academy shall hold harmless, defend and indemnify the District and any of its officers or employees from and against any and all claims, demands, actions, suits, losses, or other liability cause by, connected with, or arising out of, the Academy's duties and obligations to provide special education services as LEA.

Equitable use of specialized space and shared space for serving students under IDEIA will be allocated under the annual FUA (Facilities Use Agreement) and separate memorandum of understanding as agreed to by representatives of both parties

8. FOOD SERVICES

The Academy will participate in the National School Lunch program through the District. As a participant of this program, the Academy will abide by all rules, regulations and procedures of this program.

9. DATA REPORTING

A. AVERAGE DAILY ATTENDANCE

"Average daily attendance" shall mean the attendance of charter school pupils while engaged in educational activities required of them by the Academy, as defined in Education Code Section 47612, and in Section 11960, of Title 5, Chapter 11, Subchapter 19, Article 1, of the California Administrative Code of Regulations and other applicable laws.

The Academy will be responsible for its daily attendance accounting. The Academy has developed an attendance-reporting calendar and will maintain a system to contemporaneously record and account for average daily attendance (ADA). These records shall be auditable and will be within the scope of the school's annual audit.

The Academy will report ADA figures to the District, County Office of Education, or California Department of Education, as appropriate, and on a timely basis. This will include sending monthly attendance reports to the District. If necessary, the District will report ADA data to the Placer County Office of Education and/or California Department of Education to enable the Academy to receive the funding specified in this Memorandum. The Academy shall notify the Deputy Superintendent of Business and Operations if, during any month, actual ADA falls more than 10 percent below estimated ADA. The Academy will use the Powerschool attendance accounting system.

The Academy shall implement a data collection and storage system that will provide for the management and reporting of required data for state and federal systems as well as providing other pertinent information necessary.

The Academy shall report ADA data for P-1, P-2 and Annual reporting periods to the District showing resident and non-resident ADA separately, in addition to the reporting requirements of the CDE ADA forms.

B. OTHER DATA

The Academy and District shall also obtain and work cooperatively to supply to one another in a timely and accurate fashion any other information necessary to enable the Academy and the District to calculate entitlement to all available funding sources.

C. FINANCIAL REPORTING

The Academy shall prepare and submit the following financial information to the District:

- 1) A budget for the upcoming fiscal year showing estimated revenues and expenditures based on identified and reasonable assumptions before July 1.
- 2) A revised budget not later than 45 days after the Governor signs the annual Budget Act for that fiscal year.

- 3) Financial reports displaying the financial status of the Academy shall be prepared and submitted to the District based on the CDE calendar for Interim and Final Financial reports and display budgeted revenues and expenditures as compared with actual figures to date, along with projected year-end figures, by major category of revenue expenditure and will include assumptions made. Financial reports will be submitted to the District in formats established by the county and CDE and similar format to that required for Charter and public schools. Submission of such reports will be made to the District based on County established deadlines.
- 4) In accordance with Education Code section 42100(b), on or before September 15, the Academy shall approve, in a format prescribed by the Superintendent of Public Instruction, an annual statement of all receipts and expenditures of the Academy for the preceding fiscal year and shall file the statement with the District.
- 5) The Academy will provide monthly cash flow reports to the District.

10. ANNUAL FISCAL AUDIT

The Academy shall cause to be prepared an annual audit of the financial transactions of the Academy each year pursuant to the terms specified in the Charter and this agreement. The Academy shall immediately forward a copy of the audit, any audit adjustments and the management letter from the auditors to the Deputy Superintendent of Business and Operations of the District upon receipt of the final audit findings, and in no case later than December 15 of each year. Any negative findings or deficiencies shall be resolved pursuant to the terms of the charter.

In accordance with and in addition to responding to inquiries as required by Education Code section 47604.3, the Academy shall immediately notify the District in writing of any request for special audits, information or any investigation any federal, state or local government agency, or a grand jury. The District shall immediately notify and provide copies to the Academy in writing of any complaints and non-routine inquiries it receives regarding the Academy. The Academy shall provide District with any and all requested information, audit or inquiry, as District, in its sole discretion, may request. The Academy shall at all times keep District fully informed regarding all aspects of any such inquiry, investigation or audit and shall provide District ample notice of any meetings, conferences, or discussions, related to an inquiry, investigation, or audit, so that District has a timely opportunity to participate. The District will fully inform the Academy in the same manner. The District shall at all times have full access to any conclusions, findings, or reports related to any inquiry, investigation or audit.

11. ANNUAL EMPLOYMENT CERTIFICATIONS

The Academy shall certify to the District not later than October 15 each year:

- a. All employees have had TB clearance within four years or as required by law.
- b. All certificated employees hold current and valid teaching credentials as of the date of the report.
- c. All employees have submitted fingerprints, and prior to employment, were found eligible to work for a public school.
- d. All employees have received Blood Borne Pathogen Training.
- e. All employees have received Child Abuse Reporting Training as required by law.

The Academy will submit documentation regarding the highly qualified status of all of its teachers not later than October 15 each year.

The District will provide and the Academy will follow the District's Injury Illness Prevention Plan, which includes the Hazard Communication Program.

12. FISCAL ACCOUNTABILITY

The District will receive notification of all meetings of the governing board of the Academy, as well as minutes and miscellaneous work products from that group.

The Academy shall adopt and meet appropriate and generally accepted accounting principles and shall ensure that: (1) expenditures are authorized in accordance with amounts specified in the budget adopted by The Academy Board; (2) The Academy's funds are managed and held in a manner that provide a high degree of protection of the Academy's assets; and (3) all transactions are recorded and documented in an appropriate manner that allow reporting as required by the District, the County Office of Education or Department of Education.

The Academy will develop and maintain basic check requests and purchase order forms to document the authorization of all non-payroll expenditures. The following requirements shall be followed with regard to purchase orders:

- a. The Academy Board must approve or ratify all purchase orders for an amount equal to or exceeding \$5,000 based upon whether it is consistent with the adopted budget and authorize the Academy Executive Director sign the check request form.
- b. The Academy Executive Director or principal may grant preliminary approval for purchase orders for an amount less than \$5,000 after prior review of the proposed expenditure to determine whether it is consistent with the adopted budget.

All transactions will be posted in the general ledger in the Escape software that the Academy uses. The transactions will be posted in the ledger by an on site bookkeeper at the Academy or a contracted bookkeeper.

All purchase orders over \$15,000 must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services (e.g. contacting at least 3 vendors for quotes). The Academy Board shall not approve purchase orders or check requests lacking such documentation. Documentation shall be attached to all such purchase order requests.

The Academy may request to contract with the District, or the County Office of Education, or choose a reputable, bonded and insured payroll contractor, to prepare payroll checks, tax and retirement withholdings, tax statements and to perform other payroll support functions. The Academy Executive Director will establish and oversee a system to prepare time and attendance reports and submit payroll check requests. The Academy Executive Director or designee will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks. Upon hiring of staff, a personnel file will be established with all appropriate payroll-related documentation including a federal I-9 form, tax withholding forms and retirement data.

13. INSURANCE

The Academy and the District shall purchase at their own expense and maintain in effect the following insurance policies as specified below.

- Comprehensive Liability Insurance. This shall include contractual products and completed operations, corporeal punishment, sexual misconduct and harassment, bodily injury, and property damage coverage. This coverage shall have a combined limit of not less than \$5 million for any one person injured or killed and not less than \$15 million for the injury or death of more than one person. Both the Academy and the District shall name one-another as additional named insureds on their policies.
- Auto Liability. This coverage shall extend to both owned- (if vehicles are owned) and non-owned vehicles, with bodily injury limits of not less than \$1 million per occurrence.
- Workers Compensation and Unemployment Insurance. Coverage shall be obtained as required by applicable law.

The Academy will notify the District prior to making any changes in insurance coverage as outlined herein.

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

14. FINGERPRINT AND CRIMINAL RECORD SUMMARY SERVICES

The Academy at its sole cost and expense shall require all its subcontractors and vendors whose duties require contact with students to submit fingerprints in accordance with Education Code section 45125.1. Academy shall notify the District in writing no later than September 15 of each school year of Academy's compliance with this paragraph. Academy shall make employee fingerprint verification information available to the District upon request.

15. STATEMENT OF FACTS ROSTER

It shall be the sole responsibility of the Academy to file, and update as required, the "Statement of Facts Roster of Public Agencies" as required by Government Code Section 53051. The current State of Facts Roster shall be submitted to the District by October 31 each year. It shall also be the sole responsibility of the the Academy to file an amendment to the Statement of Facts within 10 days after a change in any of the required information, e.g., legal name and mailing address of the school, name and residence or business address of each member of the Charter Board, and name, title and residence or business address of the presiding officer. In addition to submission to the County Clerk and Secretary of State, an amendment to the Statement of Facts will also be submitted to the District within 10 days after the change.

16. PUBLIC RECORDS ACT

The Academy agrees to comply with the Public Records Act (Government Code Section 6250 et seq.) as well as Education Code Section 47604.3.

17. CONSTRUCTION AND SEVERABILITY

A. AMENDMENTS

This agreement may be amended or modified, in whole or in part, only by an agreement in writing developed in the same manner as this agreement.

B. SEVERABILITY

If any provision or any part of this agreement is for any reason held to be invalid and or unenforceable or contrary to public policy, law, or statute and/or ordinance, the remainder of this agreement shall not be affected thereby and shall remain valid and fully enforceable.

C. DISPUTE RESOLUTION

In the event that either party disputes the meaning of the terms of this agreement or believes the other party has violated the terms of this Agreement, both parties shall attempt to resolve the dispute in good faith through the dispute resolution process contained within the Charter.

D. TERMINATION FOR CAUSE

The District may terminate the services provided pursuant to this Agreement upon failure of the Academy to respond in writing within thirty (30) days after the receipt by the Academy of a written demand for payment of any amount due under this Agreement and notice of intent to terminate services. In the event the District receives a response within 30 days, the parties agree to follow the dispute clause in Section 14 of the Charter. Any failure by the Academy to pay an amount due under this Agreement, or other material violation of the terms of this Agreement, may constitute grounds for revocation in accordance with the provisions of the Charter. Except for the rights and remedies available to the parties hereto per state and federal law, in the event of revocation of the Charter, this Agreement shall be deemed null and void.

The Academy may terminate any services provided pursuant to this Agreement upon failure of the District to respond in writing within thirty (30) days after the receipt by the District of a written demand to provide in a satisfactory manner any services called for in this agreement. In the event the Academy receives a response within 30 days, the parties agree to follow the dispute clause in Section 14 of the Charter.

18. CONFLICTS

In the event of a conflict between a term of this Agreement with the Academy or with any rule, regulation or procedure of the Academy, in any such event, federal and state law, the terms of the Charter, the terms of this Agreement, the terms of the Long Term Housing Agreement, the terms of the Annual Facilities Use Agreement, in that order of priority, shall control.

19. NONDISCRIMINATION

The Academy covenants and agrees that it shall not discriminate against any person or group thereof upon the basis of race, color, religion, sex, ancestry, physical and/or mental disability, marital status or national origin in the operation of the Academy.

20. ASSIGNMENT

This Agreement shall not be assigned without the written consent of the other party, provided however, the parties may delegate the performance, but not the responsibility for their respective duties hereunder. As a condition of the renewal of this Agreement, the Academy, for information purposes only, shall annually submit a list of subcontractors to the District.

21. ENFORCEMENT

This agreement shall be construed and enforced in accordance with the laws of the State of California.

22. INDEPENDENT CONTRACTOR STATUS

The parties to this Agreement agree that the relationship between them created by this Agreement is that of an independent contractor, and not an employer/employee. No agent, employee, or servant of the Academy shall be deemed to be an employee, agent or servant of the District, except as expressly acknowledged in writing by the District. No agent, employee, or servant of the District shall be deemed to be an employee, agent or servant of the Academy, except as otherwise expressly acknowledged in writing by the Academy.

23. ATTORNEYS FEES

Except as provided for in Section 14 of the Charter, in any court action, or proceeding or arbitration arising out of this Agreement, and resulting in a judgment, court order or binding arbitrator decision the prevailing party shall be entitled to reasonable attorney's fees and costs.

24. NOTIFICATIONS

All notices, requests, and other communications under this agreement shall be in writing and mailed to the proper addresses as follows:

To the District at: Rocklin Unified School District, 2615 Sierra Meadows Dr., Rocklin CA 95677.

To Academy at: Rocklin Academy 2, 660 Menlo Drive, Rocklin CA 95765.

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

Dated: _____ BY _____
Roger Stock On behalf of the Rocklin Unified School District

Dated: _____ BY _____
Robin Stout On behalf of the Rocklin Academy 2 Charter School

Facilities Use Agreement for Fiscal Year 2015-2016 between Rocklin Unified School District and Rocklin Academy 2 Charter

In accordance with the Long Term Housing Agreement between the Rocklin Unified School District ("District") and Rocklin Academy Charter, the following explains in detail the allocation of facilities use by the Rocklin Academy 2 Charter ("RA2") when necessary:

1. Teaching Space:

- a. Per Long Term Housing Agreement.

2. Non Teaching Space

a. Exclusive Use:

- i. The RA2 will be provided Administrative space per the Long Term Housing Agreement.

b. Shared Space:

- i. The following shared space will be available to the RA2 as per the Long-Term Housing Agreement:
 - 1. Library usage = 1 hour per week per teacher (up to 7 teachers) which equates to 7 hours a week in 2014-15. The RA2 will be required to pay for the library aide's time, and any repairs or replacement costs for lost or stolen books. The library aide cost charged will be the actual salary and benefits of the employee(s) assigned to this site. For budgeting purposes the estimated cost is \$5,166.
 - 2. For the 2015-16 school year, – RA will not be using the computer lab.
 - 3. For 2015-16, the RA2 will not be using the VAPA classroom.
 - 4. For 2015-16, the RA2 will not be using the library.
 - 5. Space utilization for special education purposes will be defined in a separate memorandum of understanding as agreed to by representatives of both parties.
 - 6. Bathrooms will be shared, and will be open for all children when the school is open and school sponsored activities are occurring.

7. Multi-purpose room and stage = 20 - 40 minutes a day for lunch. The RA2 staff will be responsible for supervising its students during the lunch period and is responsible for following all District policies and procedures in the use of this facility.
8. Playground = 45 minutes a day for recess, and 20 minutes for lunch recess. The RA2 staff will be responsible for supervision of its students during its use of the playground and field areas.
9. Access for other times during the school day and school year, when specialized space is not allocated by District formula, will be on a pro-rata basis. Access to specialized space during the school day and school year will not be subject to additional fees or costs.
10. Access to the rainy day P.E. room will be scheduled by the two principals for rainy day use.
11. Storage space – This will be determined at a later date.

3. Facilities Use Costs

- a. The pro rata share amount will be calculated using actual facilities cost of the 2014-15 fiscal year and will be based upon the number of classrooms used by the RA2 compared to the total number of all classrooms used as classrooms on the Rocklin Elementary campus, excluding the computer lab, and the RSP room, multiplied by the total square footage of buildings on the Rocklin Elementary school site. It will be calculated once the District's books are closed for 2014-15. For budgeting purposes, the pro rata annual facilities use charge for the required facilities is estimated to be \$7,427. See Attachment A.

4. Maintenance, Operations and Grounds Costs

- a. Maintenance, Operations and Grounds Costs will be calculated on District-wide actual costs and charged based upon the number of classrooms used by the RA2 to the total number of all classrooms used as classrooms on the Rocklin Elementary campus, excluding the computer lab and the RSP room, multiplied by the total square footage of buildings at Rocklin Elementary compared to the total square footage of buildings district-wide (and for grounds, Rocklin Elementary grounds' square footage compared to district-wide grounds' square footage, excluding blacktop square footage). In addition RA2 agrees to pay 25% of an additional 8 hour custodian position. For budgeting purposes, the RA2's share of the costs is estimated to be \$85,339. See Attachment A. Charges based on actual costs will be billed.

5. Major Maintenance

- a. The pro rata share amount for general major maintenance will be calculated at \$80 per 2014-15 P-2 ADA. The estimated amount is \$14,400. See Attachment A.
- b. The District agrees that all funds contributed by RA2 to the major maintenance account are to be deposited in a dedicated and restricted account for major maintenance repairs only.
- c. Annually, the District agrees to provide a list, with costs, of those projects completed in the District no later than September 15th of the subsequent year.
- d. If the District makes a budget transfer from the major maintenance account to another fund, the Academy will receive a proportional reduction of their contribution.

6. Computers, Furnishings and Equipment

- a. The RA2 shall comply with the District's policies regarding operation and maintenance of the school facility, furnishings and equipment. The pro rata share amount of network and technology infrastructure support will be calculated based on the salaries and benefits of the system engineer team and administrative staff charged based on enrollment of the Academy to total enrollment of the Academy and the District. For budgeting purposes, the Academy's share of the costs is estimated to be \$10,001. See Attachment A. Charges based on actual costs will be billed.

7. Payment for Services, Facilities Use and Operational Charges

- a. Charges will be billed monthly beginning in October based on the estimated costs and will be adjusted to actual costs in the final billing. Payment will be made within 30 days of billing date. Payments made after 30 days will be subject to interest charges at the rate of 10% per annum.

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

Dated: _____ BY _____
Roger Stock on behalf of the Rocklin Unified School District

Dated: _____ BY _____
Robin Stout on behalf of the Rocklin Academy Charter School II

ATTACHMENT A
Rocklin Academy 2 Facilities Requirements for 2015-16
ROCKLIN ELEMENTARY SCHOOL
2015-16 Budget

Excluding Computer Tech / Supplies and Library
Including Network & Technology Infrastructure Support
Using Estimated 2014-15 F&E Expenses @ 6/23/15
(OB16-01+OB16-02+OB16-03)

	Number of classrooms for Major Maintenance calc.	Number of classrooms for M&O and Facility Use	% of total classrooms used*
Rocklin Elementary	26	26	78.78%
Rocklin Academy 2	7	7	21.21%
		0	
*Total excludes RSP, SDC and VAPA rooms	33	33	100%
	% of classrooms for Deferred Maintenance calc.	% of classrooms for M&O and Facility Use	
	21.21%	21.21%	

CUSTODIAL: Total Square footage of Rocklin Elementary	62,520
RAC's % use	21.21%
	<u>13,262</u>

Estimated Cost per square foot districtwide	<u>0.56</u>	Total Classrooms at Rocklin (Includes science room and ELD room used by RUSD and Rm 39 (K)-RAC Computer Lab	37
		Less Rm 18-RSP	(1)
		Less classrooms used for psych/ OT/speech/and custodian (Rm 11)	(1)
		Less Rm 39-RAC (K)	(1)

Facilities Use Costs for Rocklin Elem.	<u>\$ 7,426.62</u>	Total classrooms used as regular classrooms*	33
		* excludes RSP rooms	

Est Actual facilities costs for 2014-15:		Buildings Square Footage:	
General Fund only:	object:	Districtwide	1,277,597
Debt Service:	7438 \$	Rocklin Elem.	<u>62,520</u>
	7439		4.89%
Total debt service	-	Grounds (excluding blacktop areas) Square Footage:	
		Districtwide	3,651,718
Furniture and Equip.	4400 715,897	Rocklin Elem.	<u>180,000</u>
			4.93%
Total estimated capital facilities costs in general Fd	<u>\$ 715,897</u>		
Total square footage of district			<u>1,277,597</u>
Estimated Cost per square foot	\$		0.56

ATTACHMENT A
Rocklin Academy 2 Facilities Requirements for 2015-16
ROCKLIN ELEMENTARY SCHOOL

Operational Charges
2015-16 Budget

Excluding Computer Tech / Supplies and Library
Including Network & Technology Infrastructure Support
Using Estimated 2014-15 F&E Expenses @ 6/23/15
(OB16-01+OB16-02+OB16-03)

Rocklin Elem.	Total costs	Rocklin Elem.'s % of Square Footage	RAC 2's % use	RAC 2's Share of Costs
Custodial Sal/Ben	\$ 3,172,553	4.89%	21.21%	\$ 32,904.74
8 hr Custodian	45,196		25.00%	11,299.00
Grounds Sal/Ben	975,482	4.93%	21.21%	10,200.16
Maintenance Sal/Ben	588,022	4.89%	21.21%	6,098.78
Custodial Non Sal Exp	10,727		21.21%	2,275.20
Grounds Non Sal Exp	5,809		21.21%	1,232.09
Maintenance Non Sal Exp	26,827		21.21%	5,690.01
Utilities:				
Electricity	37,500		21.21%	7,953.75
Water / Gas	10,950		21.21%	2,322.50
Sewer / Garbage	17,890		21.21%	3,794.47
Internet Usage net of E- rate funding	6,194		21.21%	1,313.77
Security	1,200		21.21%	254.52
Total Estimated Costs	\$ 4,898,350			\$ 85,338.98
Summary of required facilities costs at Rocklin Elem.			\$ 7,426.62	
Summary of Operational Charges at Rocklin Elem.			\$ 85,338.98	
Total costs for facilities and operations			\$ 92,765.59	
Summary of additional Costs:				
Agreed upon annual donation for Library Books			\$ -	- No Library in 2015-16
Library Aide Salary & Benefits per agreement			\$ -	- No Library in 2015-16
Network & Technology Infrastructure Support				
Tech Services Salary & Benefits	\$ 625,044			
RAC-II % (Based on Enrollment)	1.60%			
			\$ 10,001	
Use of Computer Lab:				
Supplies			\$ -	- NO Computer Lab in 2015-16
Amortization of Estimated Replacement Cost			\$ -	- (Temporarily Suspended)
Computer Tech Salary & Benefits per agreement			\$ -	- NO Computer Lab in 2015-16
Major Maintenance:				
ADA	180			
X				
\$80 per ADA	\$ 80			
Major Maint Charge to RAC-2			\$ 14,400.00	
Total RAC-II (Facilities/Operations Costs & Additional Costs)			\$ 117,166.29	

**MEMORANDUM OF UNDERSTANDING SPECIAL EDUCATION USE OF
FACILITIES FOR FISCAL YEAR 2015-16
BETWEEN ROCKLIN UNIFIED SCHOOL DISTRICT AND
ROCKLIN ACADEMY 2 (RA2)
(ROCKLIN ELEMENTARY)**

IEP Meeting Space. Small conference room in office to be scheduled through front office.

Psychologists. Up to one half (1/2) day/week. Use room on a scheduled basis. Keep files in RA2's administrative area, not psych office.

RSP. Room 37 or Room 11. RA2 provides instructional materials and storage.

Nursing It is a portable activity and does not require a specialized space. Schedule psychologist's office for this purpose.

OT/PT Schedule Room 11 for OT space (Room next to Psych's office)

Speech One day a week or equivalent in OT Room.

Wait until end of first week of school to begin scheduling.

The parties to this agreement have duly executed it on the day and year set forth below.

Dated: _____ By: _____
Roger Stock, Superintendent
Rocklin Unified School District

Dated: _____ By: _____
Robin Stout, Executive Director
Rocklin Academy Charter School

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ROCKLIN UNIFIED SCHOOL DISTRICT AND
WESTERN SIERRA COLLEGIATE ACADEMY
2015-16**

RECITALS

CHARTER GRANTED TO WESTERN SIERRA COLLEGIATE ACADEMY

The governing board of the Rocklin Unified School District (hereinafter "District"), a school district organized and authorized to grant a charter under the laws of the state of California, granted a charter to the Western Sierra Collegiate Academy (hereinafter "WSCA") operated by The Rocklin Academy, a non-profit California public benefit corporation, on November 20, 2013. This charter, among other matters, calls for WSCA to enter into a mutually agreeable annual operational agreement with the District.

WHEREAS, the District is authorized by the State of California under the Charter Schools Act of 1992 (the "Act") (Ed. Code 47600, et seq.) to authorize charter schools for the purpose, among others, of developing new, innovative and more flexible ways of educating children within the public school system; and

WHEREAS, WSCA was originally authorized by the State Board of Education on March 12, 2009 for a term of five years; and

WHEREAS, the District granted the renewal charter petition for WSCA on November 20, 2013 for a term of five (5) years through June 30, 2019; and

WHEREAS, the District and WSCA desire to enter into this Agreement to outline the understanding and agreement between the parties regarding the funding of WSCA, the statutorily prescribed supervisory oversight of WSCA, and the respective duties of the parties to this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the District and WSCA agree as follows:

PURPOSE OF THIS AGREEMENT

This agreement defines the specific operational relationship between WSCA and the District and resolves other matters of mutual interest not otherwise resolved within the terms of WSCA's charter petition.

1. TERM

This agreement shall govern the 2015-16 fiscal year, July 1, 2015 - June 30, 2016. WSCA and District intend to use this agreement as the basis for developing similar

understandings in future fiscal years, and both parties agree to meet and discuss the terms of this and future agreements in good faith and in a timely fashion. Both parties agree to make a good faith effort to notify the other party the changes that party seeks to make to this agreement and to any Facilities Use Agreement sixty (60) days prior to the first day of classes of the next school year.

On or before April 15, 2015, WSCA will present a tentative list, including students' names, grade levels, addresses and home school, of those students who will attend WSCA in August 2015.

On or before September 1, WSCA will present a list of students attending WSCA including names, grade levels, addresses and home school.

2. ACADEMY FINANCES

A. WSCA will maintain its accounts either in the County Treasury or at a federally-insured commercial bank or credit union. Funds will be deposited in non-speculative accounts including federally-insured savings or checking accounts or invested in non-speculative federally backed instruments.

B. Current practice is that WSCA will provide, at its own expense, personnel to manage receipts and disbursements for WSCA through the Escape system. Current practice is that WSCA will handle payroll reporting and disbursements through the Escape system, but will continue to do PERS and STRS retirement reporting (if applicable), through the Placer County Office of Education. This current practice shall continue unless otherwise agreed.

C. WSCA's bookkeeper will reconcile WSCA's ledger(s) with its account in an approved banking institution or in the County Treasury on a monthly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement. The President of WSCA Board and Chair of the Fiscal committee will regularly review these statements. A "revolving" cash fund, not to exceed \$8,000 (\$100 may be petty cash) may be established with an appropriate ledger to be reconciled monthly by an onsite staff member, designated by WSCA Board, who shall not be authorized to expend petty cash.

D. The District has no obligation to apply for additional sources of funding for WSCA unless required by law. However, if the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of, and for the benefit of WSCA, the District shall receive a portion of such funds as negotiated between the parties, or as provided by the specific funding source.

E. WSCA must notify the District if it determines to secure loans apart from normal state subventions for charter schools, upon application, or renewal and prior to disbursement of funds. The potential lender(s) must be notified, in writing, with a copy to the District, that the District is not a party to the proposed loan, and that the District bears no responsibility for the repayment of the loan. Further, WSCA agrees to

communicate with the District, prior to the finalization of the loan agreement. This communication with the District will provide information regarding the details of the loan, including the repayment schedule, the impact on the current operating budget and the multiyear financial plan. If the District determines, at any time in the loan application/repayment schedule, that WSCA is in danger of default, the District may notify WSCA of the possibility of revocation.

3. COMPENSATION TO DISTRICT FOR SUPERVISORIAL OVERSIGHT

WSCA and District agree that "supervisory oversight," as used in Education Code Section 47613 shall include the following:

- a. All activities related to the charter revocation and renewal processes, as described in Section 47607;
- b. Activities relating to monitoring the performance and compliance of WSCA with respect to the terms of its Charter, related agreements, and all applicable laws;
- c. Review of and timely response, but in no event more than 30 days, to the annual school performance report and related processes as outlined in Section 11 of this document. Good faith efforts to develop any needed additional agreements to clarify or implement the charter;
- e. Participating in the dispute resolution process as described in Section 14 of the Charter;
- f. Identification of at least one Staff member as a contact person for WSCA;
- g. Visiting WSCA at least annually;
- h. Monitoring the fiscal condition of WSCA;
- i. Providing timely notification to the California Department of Education if any of the following circumstances occur:
 - A renewal of the charter is granted or denied.
 - The charter is revoked.
 - WSCA will cease operation for any reason.

The Parties agree that the District will incur costs in connection with its performance of supervisory oversight of WSCA as required by law, and that it is not in the best interests of either Party to require a mechanical assessment, accounting, billing and payment process to compensate the District for such costs. The Parties further agree that the District is not providing WSCA with substantially rent-free facilities as referenced by Education Code section 47613(b). Therefore the Parties agree that the cost of the District's supervisory oversight of WSCA is one percent (1%) of all WSCA's Local Control Funding Formula (LCFF) revenues. WSCA shall reserve within its budget one percent of its revenues received. These revenues shall be defined as those provided through the LCFF.

The District shall invoice WSCA by September 15th for the prior year for these costs. Payments made after 30 days from receipt of invoice will be subject to interest charges

of 10% per annum, except for billings where there is a dispute or clarification of expenses has been requested and not yet received.

4. OTHER FEES

The Parties agree that the District will incur additional costs in connection with its performance as chartering authority of WSCA, over and above those costs incurred as a result of the District's mandated oversight duties. Therefore, WSCA will reimburse the District, as follows:

Legal fees incurred as a result of the District's compliance with California's Charter Schools Act (Education Code section 47600 et seq.). WSCA shall reimburse the District for the actual cost of its legal fees incurred by the District for the review of WSCA's petition ("Petition"), as well as for preparation of the staff report and District Board adoption of the Petition, and preparation of this Agreement, not to exceed \$10,000.

WSCA shall reimburse the District for legal fees and administrative costs incurred by the District to review, update and approve the annual MOU, not to exceed \$3,000 annually.

The District shall invoice WSCA within 60 days after the receipt of the final invoice for legal fees. Payments made after 30 days from receipt of invoice from the District will be subject to interest charges of 10% per annum, except for billings where there is a dispute or clarification of expenses has been requested in writing and not yet received.

5. FACILITIES AND RELATED COSTS

MAJOR FACILITIES MAINTENANCE AND REPLACEMENT COSTS

Facilities, furniture and equipment are the responsibility of and will be provided by WSCA, as agreed to in the Agreement Between Rocklin Unified School District and Rocklin Academy for Funding in Lieu of District Facilities Under Proposition 39 ("Long Term Housing Agreement"). This Long Term Housing Agreement contains the rights and obligations of the District, Rocklin Academy, and WSCA for WSCA's facilities, furniture.

Major facilities maintenance costs shall be the responsibility of WSCA and shall include all non-routine maintenance, replacement and repair services, including major maintenance and replacement of the roof, mechanical systems (heat, ventilation, air conditioning, electrical, plumbing), and other major maintenance and upgrades. WSCA shall be responsible for costs for routine upkeep, maintenance, and repairs.

6. TRANSPORTATION

WSCA shall be responsible for any transportation offered to students who enroll in WSCA.

7. SPECIAL EDUCATION SERVICES

WSCA shall work with the District to assure that a free appropriate public education be provided for all children with disabilities attending WSCA in accordance with all applicable provisions of state law and the Individuals with Disabilities Education Improvement Act ("IDEIA").

WSCA shall assume sole responsibility for compliance with Section 504 of the Rehabilitation Act ("Section 504") and the Americans with Disabilities Act ("ADA"), including student discipline.

WSCA shall serve as the LEA for special education purposes per Education Codes 47640 and 47641 for WSCA. WSCA is deemed the LEA for purposes of compliance with federal law (IDEIA) and for eligibility for federal and state special education funds.

As the LEA for special education purposes, WSCA shall hold harmless, defend and indemnify the District and any of its officers or employees from and against any and all claims, demands, actions, suits, losses, or other liability cause by, connected with, or arising out of, WSCA's duties and obligations to provide special education services as LEA.

Equitable use of specialized space and shared space for serving students under IDEIA will be allocated under the annual FUA (Facilities Use Agreement) and separate memorandum of understanding as agreed to by representatives of both parties.

8. FOOD SERVICES

WSCA will provide its own school nutrition program. WSCA will not participate in the National School Lunch program.

9. DATA REPORTING

A. AVERAGE DAILY ATTENDANCE

"Average daily attendance" shall mean the attendance of charter school pupils while engaged in educational activities required of them by WSCA, as defined in Education Code Section 47612, and in Section 11960, of Title 5, Chapter 11, Subchapter 19, Article 1, of the California Administrative Code of Regulations and other applicable laws.

WSCA will be responsible for its daily attendance accounting. WSCA has developed an attendance-reporting calendar and will maintain a system to contemporaneously

record and account for average daily attendance (ADA). These records shall be auditable and will be within the scope of the school's annual audit.

WSCA will report ADA figures to the District, County Office of Education, or California Department of Education, as appropriate, and on a timely basis. This will include sending monthly attendance reports to the District. If necessary, the District will report ADA data to the Placer County Office of Education and/or California Department of Education to enable WSCA to receive the funding specified in this Memorandum. WSCA shall notify the Associate Superintendent of Business if, during any month, actual ADA falls more than 10 percent below estimated ADA. WSCA will use the Powerschool attendance accounting system.

WSCA shall implement a data collection and storage system that will provide for the management and reporting of required data for state and federal systems as well as providing other pertinent information necessary to the cum file.

B. OTHER DATA

WSCA and District shall also obtain and work cooperatively to supply to one another in a timely and accurate fashion any other information necessary to enable WSCA and the District to calculate entitlement to all available funding sources.

C. FINANCIAL REPORTING

WSCA shall prepare and submit the following financial information to the District:

- 1) A budget for the upcoming fiscal year showing estimated revenues and expenditures based on identified and reasonable assumptions before July 1.
- 2) A revised budget not later than 45 days after the Governor signs the annual Budget Act for that fiscal year.
- 3) Financial reports displaying the financial status of WSCA as prescribed in the Charter Financial Review document shall be prepared and submitted to the District based on the CDE calendar for Interim and Final Financial reports. Submission of such reports will be made to the District based on County established deadlines.
- 4) In accordance with Education Code section 42100(b), on or before September 15, WSCA shall approve, in a format prescribed by the Superintendent of Public Instruction, an annual statement of all receipts and expenditures of WSCA for the preceding fiscal year and shall file the statement with the District.
- 5) WSCA will provide monthly cash flow reports to the District.

10. ANNUAL FISCAL AUDIT

WSCA shall cause to be prepared an annual audit of the financial transactions of WSCA each year pursuant to the terms specified in the Charter and this agreement. WSCA shall immediately forward a copy of the audit, any audit adjustments and the

management letter from the auditors to the Associate Superintendent of Business of the District upon receipt of the final audit findings, and in no case later than December 15 of each year. Any negative findings or deficiencies shall be resolved pursuant to the terms of the charter.

In accordance with and in addition to responding to inquiries as required by Education Code section 47604.3, WSCA shall immediately notify the District in writing of any request for special audits, information or any investigation any federal, state or local government agency, or a grand jury. The District shall immediately notify and provide copies to WSCA in writing of any complaints and non-routine inquiries it receives regarding WSCA. WSCA shall provide District with any and all requested information, audit or inquiry, as District, in its sole discretion, may request. WSCA shall at all times keep District fully informed regarding all aspects of any such inquiry, investigation or audit and shall provide District ample notice of any meetings, conferences, or discussions, related to an inquiry, investigation, or audit, so that District has a timely opportunity to participate. The District will fully inform WSCA in the same manner. The District shall at all times have full access to any conclusions, findings, or reports related to any inquiry, investigation or audit.

11. ANNUAL PERFORMANCE REPORT

WSCA will compile and provide to the District by December 15th of each year an annual Performance Report. This report will, at a minimum, include the following data:

- a. Summary data showing student progress toward the goals and outcomes as specified from assessment instruments and techniques. This data will be displayed on both a school-wide basis and is aggregated by major racial and ethnic categories to the extent feasible without compromising student confidentiality;
- b. A copy of the Board's self-evaluation on prior-year management performance, summary of major decisions and policies established during the year, and upcoming year goals;
- c. Data on the level of parent involvement in the school's governance and other aspects of the school, and summary data from the annual parent and student satisfaction survey;
- d. Data regarding the number of staff working at the school and their qualifications;
- e. An overview of the school's admissions practices during the year and data regarding the number of students enrolled, the number on waiting lists, and the number of students expelled and/or suspended;
- f. Analyses of the effectiveness of the school's internal and external dispute mechanisms and data on the number and resolution of disputes and complaints; and
- g. Other information regarding the educational program and the administrative, legal, and governance operations of the school relative to compliance with the terms of the Charter generally.

12. ANNUAL EMPLOYMENT CERTIFICATIONS

WSCA shall certify to the District not later than October 15 each year:

- a. All employees have had TB clearance within four years or as required by law.**
- b. All certificated employees hold current and valid teaching credentials as of the date of the report.**
- c. All employees have submitted fingerprints, and prior to employment, were found eligible to work for a public school.**
- d. All employees have received Blood Borne Pathogen Training.**
- e. All employees have received Child Abuse Reporting Training as required by law.**

WSCA will submit documentation regarding the highly qualified status of all of its teachers not later than October 15 each year.

The District will provide and WSCA will follow the District's Injury Illness Prevention Plan, which includes the Hazard Communication Program.

13. FISCAL ACCOUNTABILITY

The District will receive notification of all meetings of the governing board of WSCA, as well as minutes and miscellaneous work products from that group.

WSCA shall adopt and meet appropriate and generally accepted accounting principles and shall ensure that: (1) expenditures are authorized in accordance with amounts specified in the budget adopted by WSCA Board; (2) WSCA's funds are managed and held in a manner that provide a high degree of protection of WSCA's assets; and (3) all transactions are recorded and documented in an appropriate manner that allow reporting as required by the District, the County Office of Education or Department of Education.

WSCA will develop and maintain basic check requests and purchase order forms to document the authorization of all non-payroll expenditures. The following requirements shall be followed with regard to purchase orders:

- a. The WSCA Board must approve or ratify all purchase orders for an amount equal to or exceeding \$10,000 based upon whether it is consistent with the adopted budget and authorize WSCA Executive Director sign the check request form.**
- b. WSCA Executive Director or principal may grant preliminary approval for purchase orders for an amount less than \$10,000 after prior review of the**

proposed expenditure to determine whether it is consistent with the adopted budget.

All transactions will be posted in the general ledger in the Escape software that WSCA uses. The transactions will be posted in the ledger by an on-site bookkeeper at WSCA or a contracted bookkeeper.

All purchase orders over \$15,000 must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services (e.g. contacting at least 3 vendors for quotes). WSCA Board shall not approve purchase orders or check requests lacking such documentation. Documentation shall be attached to all such purchase order requests.

WSCA may request to contract with the District, or the County Office of Education, or choose a reputable, bonded and insured payroll contractor, to prepare payroll checks, tax and retirement withholdings, tax statements and to perform other payroll support functions. WSCA Executive Director will establish and oversee a system to prepare time and attendance reports and submit payroll check requests. WSCA Executive Director or designee will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks. Upon hiring of staff, a personnel file will be established with all appropriate payroll-related documentation including a federal I-9 form, tax withholding forms and retirement data.

14. INSURANCE

WSCA and the District shall purchase at their own expense and maintain in effect the following insurance policies as specified below:

- a. Comprehensive Liability Insurance. This shall include contractual products and completed operations, corporeal punishment, sexual misconduct and harassment, bodily injury, and property damage coverage. This coverage shall have a combined limit of not less than \$5 million for any one person injured or killed and not less than \$15 million for the injury or death of more than one person. Both WSCA and the District shall name one-another as additional named insureds on their policies.
- b. Auto Liability. This coverage shall extend to both owned- (if vehicles are owned) and non-owned vehicles, with bodily injury limits of not less than \$1 million per occurrence.
- c. Workers Compensation and Unemployment Insurance. Coverage shall be obtained as required by applicable law.

WSCA will notify the District prior to making any changes in insurance coverage as outlined herein.

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

15. FINGERPRINT AND CRIMINAL RECORD SUMMARY SERVICES

WSCA at its sole cost and expense shall require all its subcontractors and vendors whose duties require contact with students to submit fingerprints in accordance with Education Code section 45125.1. Academy shall notify the District in writing no later than September 15 of each school year of Academy's compliance with this paragraph. Academy shall make employee fingerprint verification information available to the District upon request.

16. STATEMENT OF FACTS ROSTER

It shall be the sole responsibility of WSCA to file, and update as required, the "Statement of Facts Roster of Public Agencies" as required by Government Code Section 53051. The current State of Facts Roster shall be submitted to the District by October 31 each year. It shall also be the sole responsibility of the WSCA to file an amendment to the Statement of Facts within 10 days after a change in any of the required information, e.g., legal name and mailing address of the school, name and residence or business address of each member of the Charter Board, and name, title and residence or business address of the presiding officer. In addition to submission to the County Clerk and Secretary of State, an amendment to the Statement of Facts will also be submitted to the District within 10 days after the change.

17. PUBLIC RECORDS ACT

WSCA agrees to comply with the Public Records Act (Government Code Section 6250 et seq.) as well as Education Code Section 47604.3.

18. CONSTRUCTION AND SEVERABILITY

A. AMENDMENTS

This agreement may be amended or modified, in whole or in part, only by an agreement in writing developed in the same manner as this agreement.

B. SEVERABILITY

If any provision or any part of this agreement is for any reason held to be invalid and or unenforceable or contrary to public policy, law, or statute and/or ordinance, the remainder of this agreement shall not be affected thereby and shall remain valid and fully enforceable.

C. DISPUTE RESOLUTION

In the event that either party disputes the meaning of the terms of this agreement or believes the other party has violated the terms of this Agreement, both parties shall attempt to resolve the dispute in good faith through the dispute resolution process contained within the Charter Petition.

19 CONFLICTS

In the event of a conflict between a term of this Agreement with WSCA or with any rule, regulation or procedure of WSCA, in any such event, federal and state law, the terms of the Charter, the terms of this Agreement, the terms of the Long Term Housing Agreement, in that order of priority, shall control.

20. NONDISCRIMINATION

WSCA covenants and agrees that it shall not discriminate against any person or group thereof upon the basis of race, color, religion, sex, ancestry, physical and/or mental disability, marital status or national origin in the operation of WSCA.

21. ASSIGNMENT

This Agreement shall not be assigned without the written consent of the other party, provided however, the parties may delegate the performance, but not the responsibility for their respective duties hereunder. As a condition of the renewal of this Agreement, WSCA, for information purposes only, shall annually submit a list of subcontractors to the District.

22. ENFORCEMENT

This agreement shall be construed and enforced in accordance with the laws of the State of California.

23. INDEPENDENT CONTRACTOR STATUS

The parties to this Agreement agree that the relationship between them created by this Agreement is that of an independent contractor, and not an employer/employee. No agent, employee, or servant of WSCA shall be deemed to be an employee, agent or servant of the District, except as expressly acknowledged in writing by the District. No agent, employee, or servant of the District shall be deemed to be an employee, agent or servant of WSCA, except as otherwise expressly acknowledged in writing by WSCA.

24. ATTORNEYS FEES

Except as provided for in Section 14 of the Charter, in any court action, or proceeding or arbitration arising out of this Agreement, and resulting in a judgment, court order or binding arbitrator decision the prevailing party shall be entitled to reasonable attorney's fees and costs.

25. NOTIFICATIONS

All notices, requests, and other communications under this agreement shall be in writing and mailed to the proper addresses as follows:

To the District at: Rocklin Unified School District, 2615 Sierra Meadows Dr., Rocklin CA 95677.

To WSCA at: Rocklin Academy, 660 Menlo Drive, Rocklin CA 95765.

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

Dated: _____ BY _____
Roger Stock On behalf of the Rocklin Unified School District

Dated: _____ BY _____
Robin Stout On behalf of the Western Sierra Collegiate Academy

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Resolution 15-16-04 – A Resolution to Reduce or Eliminate Non-Represented Classified Services for the 2015-16 School Year

DEPARTMENT: Office of the Assistant Superintendent, Human Resources

Background:

Rocklin Academy has previously contracted with the District for library services. The District has been notified that effective the 2015-2016 school year, Rocklin Academy will not be utilizing District libraries and library services. The reduction of work will cause the District to issue reduction in force (layoff) notices to four non-represented classified employees. The reduction will be seven (7) hours at Rocklin Elementary School and fourteen (14) hours at Ruhkala Elementary School for a combined total of twenty-one (21) hours.

Status:

Staff is presenting to the Board of Trustees for approval Resolution 15-16-04 – A Resolution to Eliminate Non-Represented Classified Services for the 2015-2016 School Year.

Presenter:

Colleen Slattery, Assistant Superintendent, Human Resources

Financial Impact:

Current year:
Future years:
Funding source:

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

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

Packet Information:

A copy of Resolution 15-16-04 – A Resolution to Reduce or Eliminate Non-Represented Classified Services for the 2015-2016 School Year.

Recommendation:

Staff recommends approval of Resolution 15-16-04 – A Resolution to Reduce or Eliminate Non-Represented Classified Services for the 2015-2016 School Year.

**RESOLUTION 15-16-04
BEFORE THE BOARD OF TRUSTEES OF THE
ROCKLIN UNIFIED SCHOOL DISTRICT**

**In the Matter of: A RESOLUTION TO REDUCE OR
ELIMINATE NON-REPRESENTED CLASSIFIED
SERVICES FOR THE 2015-16 SCHOOL YEAR**

WHEREAS, Education Code sections 45101, 45114, 45117, 45298, and 45308 authorize the District to layoff classified employees due to lack of work and/or lack of funds, upon sixty (60) days prior notice; and

WHEREAS, due to a lack of work and/or a lack of funds, certain services now being provided by the District must be reduced for the upcoming school year and based upon this, the Governing Board hereby finds that it is in the District's best interest that certain non-represented classified services now being provided be eliminated as follows:

7 hours of Library Aide time at Rocklin Elementary School

14 hours of Library Aide time at Ruhkala Elementary School

NOW, THEREFORE BE IT RESOLVED that as of the close of the business day on September 14, 2015, the above-referenced non-represented classified position(s) shall be eliminated.

BE IT FURTHER RESOLVED that the Superintendent or Superintendent's designee is authorized and directed to give notice to the affected non-represented classified employees pursuant to District rules and regulations and applicable provisions of Education Code not later than sixty (60) days prior to the effective day of layoff as set forth above.

BE IT FURTHER RESOLVED that the District Superintendent or designee is authorized and directed to take any other actions necessary to carry out this resolution.

PASSED AND ADOPTED by the Governing Board on July 16, 2015, by the following vote:

AYES:

NOES:

ABSENT:

Signed and approved by me after its passage.

President, Board of Trustees

ATTEST:

Clerk, Board of Trustees

EDUCATION CODE

SECTION 45101

45101. Definitions as used in this chapter:

(a) "Classification" means that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employees in each such position, and the regular monthly salary ranges for each such position.

(b) "Permanent" as used in the phrase "permanent employee" includes tenure in the classification in which the employee passed the required probationary period, and includes all of the incidents of that classification.

(c) "Regular" as used in the phrase "regular classified employee" or any similar phrase, refers to a classified employee who has probationary or permanent status.

(d) "Demotion" means assignment to an inferior position or status, without the employee's written voluntary consent.

(e) "Disciplinary action" includes any action whereby an employee is deprived of any classification or any incident of any classification in which he has permanence, including dismissal, suspension, demotion, or any reassignment, without his voluntary consent, except a layoff for lack of work or lack of funds.

(f) "Reclassification" means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position.

(g) "Layoff for lack of funds or layoff for lack of work" includes any reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.

(h) "Cause" relating to disciplinary actions against classified employees means those grounds for discipline, or offenses, enumerated in the law or the written rules of a public school employer. No disciplinary action may be maintained for any "cause" other than as defined herein.

The provisions of this section shall not apply to school districts to which the provisions of Article 6 (commencing with Section 45240) of this chapter are applicable.

The provisions of this section shall not apply to any school district which, during the 1973-74 school year, had an average daily attendance of 100,000 or more.

EDUCATION CODE
SECTION 45114

45114. Notwithstanding the provisions of Section 45113, the governing board may lay off and reemploy classified employees only in accordance with procedures provided by Sections 45298 and 45308, except the term "personnel commission" therein shall be construed to mean the governing board. "Governing board" as used in this section shall include districts governed by a common board or by different boards but with a common administration. Employees in common board or common administration districts shall, for the purpose of layoff for lack of work or funds, be considered as having been employed in a single district.

EDUCATION CODE

SECTION 45117

45117. (a) When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of the school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, the notice shall be given not less than 60 days prior to the effective date of their layoff.

(b) When, as a result of a bona fide reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff for lack of work, affected employees shall be given notice of layoff not less than 60 days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights.

(c) (1) A classified employee may not be laid off if a short-term employee is retained to render a service that the classified employee is qualified to render. This subdivision does not create a 60-day layoff notice requirement for any individual hired as a short-term employee, as defined in Section 45103, for a period not exceeding 60 days.

(2) This subdivision does not apply to the retention of a short-term employee, as defined in Section 45103, who is hired for a period not exceeding 60 days after which the short-term service may not be extended or renewed.

(d) This section does not preclude the governing board of a school district from implementing either of the following actions without providing the notice required by subdivision (a) or (b):

(1) A layoff for a lack of funds in the event of an actual and existing financial inability to pay the salaries of classified employees.

(2) A layoff for a lack of work resulting from causes not foreseeable or preventable by the governing board.

(e) This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240).

EDUCATION CODE
SECTION 45298

45298. (a) A person laid off because of lack of work or lack of funds shall be eligible for reemployment for a period of 39 months as follows:

(1) The person's reemployment shall take preference over new applicants.

(2) The person shall have the right to participate in promotional examinations within the district during the period of 39 months.

(3) If the person is reemployed in a new position and fails to complete the probationary period in the new position, he or she shall be returned to the reemployment list for the remainder of the 39-month period. The remaining time period shall be calculated as the time remaining in the 39-month period as of the date of reemployment.

(b) An employee who takes a voluntary demotion or a voluntary reduction in assigned time in lieu of layoff or to remain in his or her present position rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months, provided that the same tests of fitness under which the employee qualified for appointment to the class still apply. The personnel commission shall make the determination of the specific period eligibility for reemployment on a class-by-class basis.

(c) An employee who takes a voluntary demotion or a voluntary reduction in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in his or her former class or to a position with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list the employee shall be ranked on that list in accordance with his or her proper seniority.

EDUCATION CODE

SECTION 45308

45308. (a) Classified employees shall be subject to layoff for lack of work or lack of funds. If a classified employee is laid off, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in order of seniority.

(b) For purposes of this section, in school districts with an average daily attendance below 400,000, for service commencing or continuing after July 1, 1971, "length of service" means all hours in paid status, whether during the school year, a holiday, recess, or during any period that a school is in session or closed, but does not include any hours compensated solely on an overtime basis as provided for in Section 45128. Nothing in this section shall preclude the governing board of a school district from entering into an agreement with the exclusive representative of the classified employees that defines "length of service" to mean the hire date. For purposes of this section, in school districts with an average daily attendance of 400,000 or more, for service commencing or continuing after January 1, 1986, "length of service" shall be determined by the date of hire.

If a governing board enters into an agreement with the exclusive representative of classified employees that defines "length of service" to mean the hire date, the governing board may define "length of service" to mean the hire date for a classification of employee not represented by any exclusive bargaining unit.

(c) Nothing contained in this section shall preclude the granting of "length of service" credit for time spent on unpaid illness leave, unpaid maternity leave, unpaid family care leave, or unpaid industrial accident leave. In addition, for military leave of absence, "length of service" credit shall be granted pursuant to Section 45297. In the event an employee returns to work following any other unpaid leave of absence, no further seniority shall be accrued for the time not worked.

(d) "Hours in paid status" shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service of the district except service in restricted positions as provided in this chapter.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Award Bid for Leased Copiers & Copier Maintenance Service

DEPARTMENT: Office of the Deputy Superintendent, Business & Operations

Background:

Staff issued a Request for Proposal (RFP) for the replacement of a minimum of nine (9) leased copiers for various school sites/departments and the maintenance service contract for all Canon copiers throughout the district. Also requested in the RFP was pricing for the purchase of replacement copiers as the need arises during the term of the contract (five years).

Status:

Bids for the leased copiers/maintenance contract were solicited by advertisement in the newspaper and posted on the RUSD website and were opened by the District on June 23, 2015 at 3:00 p.m.

Bids were received from three vendors: Ray Morgan Company, Scott Technology Group and KBA Docusys.

Bids were reviewed by the Deputy Superintendent of Business & Operations and the Director of Fiscal Services & Purchasing. After review of all components of the bids received, the reviewers were in agreement to recommend award to Ray Morgan Company for the complete bid of leased/purchased copiers and the copier maintenance contract with the lowest overall pricing for a term of five years.

The cost-per-copy on the Maintenance Service Contract is decreasing from 0.0052 to 0.00425.

Presenter:

Barbara L. Patterson, Deputy Superintendent, Business & Operations

Financial Impact:

Current year:

Future years:

Funding source: Site Discretionary and Department Budgets

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

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

Packet Information:

None

Recommendation:

Staff recommends approval of the bid for leased/purchased copiers and copier maintenance service contract to Ray Morgan Company for a term of five years.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Reject Claim No. R15-03 and Return to Claimant Claim No. R15-03 for Untimely Claim

DEPARTMENT: Office of the Deputy Superintendent of Business & Operations

Background:

It is standard practice for the Board to reject claims and return claim to claimant based on untimely claim.

Status:

This claim was presented to the District on June 9, 2015. Some of the allegations in the claim occurred prior to December 9, 2014 and were not presented within the six month period as required by law. This portion of the claim will be returned to the claimant as an "Untimely Claim." The remainder of the claim will be rejected as standard practice and will be forwarded to USI upon 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:

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

Recommendation:

Staff recommends the Board reject claim No. R15-03 and return to claimant claim No. R15-03 for untimely claim.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Quarterly Report on Williams Uniform Complaints

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

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

Status:

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

Presenter:

Deborah Sigman, Deputy Superintendent, Educational Services

Financial Impact:

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

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

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

Packet Information:

Copy of Quarterly Report on Williams Uniform Complaints.

Recommendation:

Staff recommends approval of the Quarterly Report on Williams Uniform Complaints, for the quarter ending June 30, 2015.

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

District: Rocklin Unified School District

Person completing this form: Leta Momet

Title: Administrative Assistant

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


Date quarterly report was or will be reported publicly at a regularly scheduled board meeting: July 16 2015

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

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

Roger Stock

Print Name of District Superintendent


 Signature of District Superintendent

June 30, 2015

Date

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Ratify 2014-15 (June 15-19) Agreement and Approve the 2015-16 Agreement with University Enterprises, Inc. on Behalf of the California Mathematics Project and California State University, Sacramento

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

The Board of Trustees has adopted new mathematics instructional materials aligned with the California Common Core Standards. With the new standards, new instructional materials, and instructional shifts, teachers require additional professional development to assist in this transition. The California Mathematics Project at Sacramento State (CMPSS) is a highly regarded organization providing mathematics professional learning opportunities to California teachers to improve the quality of teaching and learning in their mathematics classrooms.

Status:

The Educational Services Department has investigated a number of professional development offerings and believes this agreement with CMPSS represents a high quality program which will provide RUSD teachers with maximum opportunities to build skills and capacity in the instruction of mathematics aligned with the California Common Core Standards. In order to maximize the use of 2014-15 Common Core implementation dollars, staff made the decision to convene the initial Summer Institute June 15, 2015. All other services in the agreement will occur in the 2015-16 fiscal year.

Presenter:

Deborah Sigman, Office of the Deputy Superintendent, Educational Services

Financial Impact:

Current year: \$19,941 from one time dollars (2014-15) used for implementation of California Common Core Standards
\$28,050 from one time dollars (2015-16)
Future years: NA
Funding source: California Common Core Implementation funds

Materials/Films:

None

Other People Who Might Be Present:

Karen Huffines, Director, Elementary Programs and School Leadership

Allotment of Time:

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

Packet Information:

A copy of agreement is enclosed.

Recommendation:

Staff recommends ratification of the Agreement for 2014-15 (June 15-19) and approval of 2015-16 Professional Services with University Enterprises, Inc., on behalf of California Mathematics Project at Sacramento State.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into as of the 15th day of June, 2015, by and between Rocklin Unified School District (hereinafter "District") and University Enterprises, Inc. (hereinafter "Contractor"), on behalf of California Mathematics Project at Sacramento State (hereinafter "CMPSS").

WHEREAS, District is a public school district organized and existing under the laws of the State of California and is desirous of having certain special services performed; and

WHEREAS, Contractor is an independent contractor offering certain special instructional services to District;

WHEREAS, District desires to engage the services of Contractor, and Contractor desires to provide services to District pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and conditions contained in this Agreement, District and Contractor agree as follows:

I. Services to be Performed by Contractor:

CMPSS will facilitate a five-day summer institute of professional training for teachers of mathematics. The Summer Sessions for K-12 Institute (45 teachers) is to give teachers a professional learning experience of learning mathematics so that it makes sense, as the Common Core State Standards requires. CMPSS instructors will model pedagogy that could be used with students as they conduct sessions with teachers. At times teachers will be divided into grade level groups in order to develop a deeper understanding of mathematics in grade level spans.

CMPSS will provide opportunities for teachers to delve into conceptual development of mathematics underlying the Common Core Standards and to learn and pedagogical strategies that build student confidence in doing mathematical tasks, building their abilities to reason and think mathematically. CMPSS will work to foster teachers' abilities to collaborate with each other as they work in teams in the summer program.

School Year Support for Teachers will include professional learning days of one staff member in support of teachers' planning and implementation of lessons/tasks for student sense-making and construction of arguments, and support for coaches will occur at Coaching Cadre sessions in collaboratively preparing for events at school sites, up to 20 person days can be provided for academic year.

II. Independent Contractor:

Contractor and any and all agents and/or employees of Contractor shall perform services required pursuant to this Agreement as an independent contractor and not as an officer, employee or agent of the District. Payments to Contractor will be reported to state and federal tax authorities as required by law and the District will not withhold any sums from compensation payable to

Contractor. Contractor is independently responsible for payment of all applicable taxes. Contractor shall be liable for Contractor's own actions, omissions and errors, including Contractor's negligence or gross negligence and shall be liable for acts, omissions or errors of Contractor's agents or employees.

III. Disclaimer of Rights:

As an Independent Contractor, Contractor expressly disclaims each and all of the following and promises not to claim or sue for any such matters at any future date. The matters so disclaimed and waived are:

- a. Any claim that Contractor is or may become a probationary employee or an employee of any nature whatsoever of District, except when affirmatively so employed under a subsequent written contract;
- b. Any claim or assertion of a right to participate in District health and welfare benefit programs under the terms of this Agreement;
- c. Any claim or assertion of a right to sick leave or an entitlement to a leave of absence under the terms of this Agreement; and
- d. Any claim or assertion that Contractor is or may be entitled to a statement of or a hearing on the issue of the reason for termination of services under this Agreement.

IV. Compensation:

The District agrees to pay Contractor, in full for work required to be performed pursuant to this Agreement, and in accordance with Exhibit A. Agreement total shall not exceed Forty-Seven Thousand, Nine Hundred Ninety-One Dollars (\$47,991.00). Payment shall be made within 30 days upon submission of invoice (s).

The parties agree that work performed during the term of this Agreement shall be performed under the provisions of this Agreement, and shall not entitle Contractor to any additional compensation. If, during the term of this Agreement, District desires to retain Contractor to perform work or services determined by the District to be new work or services not covered by this Agreement, then a separate written agreement for new work or services must be executed by the parties prior to performance of the new work or services.

V. Conflict of Interest:

Contractor, by execution of this Agreement, warrants and covenants that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained or solicited or aided in the procurement of this Agreement, nor will any such person be employed in the performance of this Agreement without immediate divulgence of such fact to the District.

VI. Indemnification:

Contractor agrees to indemnify, defend and save the District, its officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney fees and costs, arising out of or resulting from Contractor's negligence, or in proportion to the Contractor's comparative fault.

District agrees to indemnify, defend and save Contractor, its officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorneys fees and costs, arising out of or resulting from District's negligence or in proportion to District's comparative fault.

VII. Term of Agreement:

Services shall commence June 15, 2015 through June 30, 2016. Final invoice shall be submitted no later than June 30, 2016.

VIII. Compensation Insurance:

District shall not provide Worker's Compensation Insurance coverage for Contractor.

IX. Assignment:

Neither party to this Agreement shall assign the Agreement as a whole without the written consent of the other nor shall Contractor assign any monies due or to become due to Contractor hereunder without the previous written consent of the District. Assignment of this Agreement or attempted assignment of this Agreement by Contractor without the express written consent of District shall constitute a material breach of this Agreement and entitle District to exercise any and all rights provided for by this Agreement or by law for such material breach.

X. Severability:

In the event any provision(s) of the Agreement is deemed to be invalid or unenforceable, that such provision(s) shall be severable from the remainder of the Agreement and shall not result in the invalidity or unenforceability of the remainder of the Agreement.

XI. Modifications:

This Agreement may be modified by mutual consent and in writing only.

XII. Binding Agreement:

This Agreement shall be binding upon the District and Contractor and upon their successors and assigns and shall inure to the benefit of the District and the Contractor and their successors and assigns.

XIII. Entire Agreement:

This Agreement constitutes the entire Agreement between the parties. There are no other understandings, agreements, representations, or warranties, express or implied, not specified in this Agreement. Contractor, by execution of this Agreement, acknowledges that Contractor has

read this Agreement, understands the Agreement and agrees to be bound by its terms and conditions.

XIV. Interpretation:

This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California. Titles and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. As used herein: (i) the singular shall include the plural (and vice versa) and the masculine or neuter gender shall include the feminine gender (or vice versa) where appropriate; (ii) locative adverbs such as "herein", "hereto", and "hereunder" shall refer to the Agreement, in its entirety, and not to any specific section or paragraph; and (iii) the terms "include", "including", and similar terms shall be construed as though followed immediately by the phrase "but not limited to".

XV. No Third Party Beneficiary:

This Agreement and each provision hereof, is intended solely for the mutual benefit of the parties to this Agreement and is not intended for the benefit of any third party. No third party has or shall acquire any rights under this Agreement and no third party shall be entitled to rely upon or enforce this Agreement or any provision hereof.

XVI. Representation of Comprehension of Document:

Each party has reviewed and revised, or had the opportunity to review and revise this Agreement; accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment of it.

XVII. Authorization:

Each person executing this Agreement represents that the execution of this Agreement has been duly authorized by the party on whose behalf the person is executing the Agreement and that such person is authorized to execute the Agreement on behalf of such party.

ROCKLIN UNIFIED SCHOOL DISTRICT

Name:
Title:

Dated: _____

UNIVERSITY ENTERPRISES, INC.

Monica F. Kauppinen
Director, Sponsored Programs Administration
Tax ID: 94-1337638

Dated: _____

EXHIBIT A - ROCKLIN UNIFIED SCHOOL DISTRICT

Description	Days	Cost
<p>CMP at Sac State will staff a 1-week summer institute June 15 - 19, 2015, for up to 45 teachers of grades K-6.</p>		
<p>S U M M E R 2 0 1 5</p>	<p>5 Days of Instruction at 1 Week Institute (Planning time also included in this figure)</p>	<p>\$ 19,941</p>
<p>CMP at Sac State will provide 2.5 lead instructors (Scott Farrand, Rick West and Deb Stetson) for 5 days, and 1 teacher leader from outside the district (Kerri Bray, Kindergarten Teacher). It would pay 5 district teachers to serve as mentors for time outside of the program in working as a staff member outside of institute hours with participants (district pays institute stipend for regular institute hours). Joe McLean and Lara Kikosicki to assist in identifying Rocklin teacher to serve as mentors with whom CMP at Sac State has worked before. McLean will be there only on Thursday and Friday. We have included cost of extra time for 5 mentor teachers will be working (staff meeting before institute, at lunch, and time for responding in journals after each day of institute.) These costs include preparation time and 5 days of instruction for the institute. Stetson coordinate and lead a staff meeting with mentors prior to the institute. District to provide facilities to be coordinated with Stetson via Kikosicki and McLean. DISTRICT to provide compensation to Kikosicki and McLean for their time in recruiting and coordinating registration process with CMP at SS, and for their time to be part of the staff for the institute.</p> <p>(Stetson to work with McLean and Kikosicki to identify Rocklin USD teacher leaders who have completed programs with us in the past, and who would make good leaders, to hire as mentors. District to pay them for attending regular hours of summer institute. CMP at SS to pay them an additional \$250 each for hours in addition to that for staff meetings and additional work in responding in journals.)</p>		
<p>Note: copies of handouts during the program will need to be provided by the district. Initial copies for binders for first day will be provided by CMP at Sac State.</p>		
<p>CMP at Sac State staffing for Classroom Support in some form, i.e. Practicum or Lesson Study or Analyzing Student Thinking Day, etc. event (specifics of events to be agreed upon with McLean and Kikosicki):</p>		

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Classroom Embedded Support for Teachers: Structure of this can be tailored to meet needs of your district. Research shows that ongoing classroom support is needed for teachers to determine meaningful ways to integrate strategies for improved student learning. School site support in teams also builds a community of learners focused on instruction with that classroom of students. Supported school site events could include:

–**Lesson Study (2 day event)** (Experienced lesson study teams could focus on specific student populations or aspect of teaching like improving students' math identities, etc. Suggest Fall and Spring Lesson Study for each teacher.)

–**Practicum (2 day event)** (Team of 6 co-design lesson with practicum lead, co-teach Lesson, analyze teacher moves and practicum lead offers leads debriefing and reflection discussion. Suggest a Fall 2-day practicum and a spring 2 day practicum for each participating teacher.)

–**Analyzing Student Thinking Day (1 day event)** (10-12 teachers from 2 or 3 schools meet at one school for one release day, analyze some student work collected beforehand, use that information to design a lesson to provide opportunity for the students to do an identified Standard for Math Practice as well as a content goal, one person instructs and rest of teachers gather student evidence, team revises lesson and cycle repeats in the afternoon. There is significant preparation for this day that the district coaches could do with our staff, and this collaboration between our staff and district coaches is also professional development for the coaches as well. Suggest 3 or 4 of these days throughout the school year for each teacher. Teachers who were not part of the summer institute could be invited to participate as well.)

NOTE: COST ESTIMATED AT 20 DAYS, WHICH WOULD BE ENOUGH FOR A FALL AND SPRING 2-DAY PRACTICUM FOR 5 TEAMS OF 6 TEACHERS (30 SUMMER PARTICIPANTS.)

20

\$ 18,700

CMP at Sac State staffing to lead Coaching Cadre and Lesson Study Facilitator Support Network Meetings. This supports District Coaches and Leaders to learn classroom coaching skills, lesson study facilitation, or practicum leading. 8 half day sessions per year conducted by West and Stetson (8 half days times 2 people makes 8 full days of time).

8

\$ 7,480

Time for Stetson and/or West to participate in Leadership Meetings (4 half days).

2.0

\$ 1,870

\$ -

\$ 47,991

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Change Order No. 01 to the Lease/Leaseback Project with Landmark Construction at Rocklin High School HVAC & Lighting Retrofit Project to Include the Addition of One Relocatable Classroom at Sunset Ranch Elementary School

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

Background:

The need has been established to add one relocatable classroom at Sunset Ranch Elementary School to house an unexpected incoming bubble of kindergartners in August. In order to facilitate the tight schedule, staff recommends that this project be change ordered into the existing Lease/Leaseback project recently awarded to Landmark Construction for the Rocklin High School HVAC and Interior/Exterior Lighting Retrofit project. Landmark was selected after a competitive request for proposal process and has been pre-qualified for additional projects during the 2015-16 school year. In addition, Landmark has agreed to provide funding arrangements for this project.

Status:

Landmark Construction has solicited multiple bids for all trade packages and has submitted a Guaranteed Maximum Price for the addition of the relocatable of \$196,338.73. This exceeds early budget numbers due to the location of the relocatable, required ADA modifications to the site, the need for fire sprinklers due to current code requirements, locations for connections to existing utilities on site and an owner-controlled contingency of 10% in case of unforeseen conditions.

Presenter:

Sue Wesselius, Senior Director, Facilities, Maintenance & Operations

Financial Impact:

Current year: \$196,338.73
Future years: N/A
Funding source: Fund 49 (Mello-Roos Funding)

Materials/Films:

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. 01 is included.

Recommendation:

Staff recommends Board approval of Change Order No.01 in the amount of \$196,338.73 to Landmark Construction and authorize the Superintendent or his designee to sign on its behalf.



CHANGE ORDER NO. 01

June 30, 2015

Landmark Construction
5948 King Road
Loomis, CA 95650

Attention: Kevin Brennan, Vice President

Subject: HVAC Replacement and Interior/Exterior Lighting Retrofit Project at
Rocklin High School
Rocklin Unified School District
Architect's Project No.: N/A

You are hereby authorized to make the following changes in the subject work.

Workmanship and materials shall be in accord with standards established by the original specifications.

ITEM NO. 1: Install site utilities, electrical power and signal, and ADA upgrades for one 30x32 portable classroom per the attached documents.

Requested by: Owner

Reason: Additional student housing required for fall of 2015.

Change Order Attachments: DSA approved plans (DSA #02-114397)

Supplemental Attachments: Landmark GMP

Change in Contract Amount	ADD	\$ 196,338.73
No Change in Contract Performance Period	ADD	0 calendar days

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Award of Bid for Custodial Supplies for 2015-16 School Year

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

Background:

Bids for the custodial supplies for the 2015-2016 school year were solicited by phone and advertisement in the newspaper and opened by the District on June 26, 2015 at 9:00am.

Status:

Bids were received from:

All American Poly
Ernest Packaging Solutions
Sac-Val Janitorial Supply

Bids were reviewed by the Assistant Director of Facilities & Maintenance and the Senior Director of Facilities, Maintenance and Operations. All bidders except Sac-Val were determined to be incomplete, non-responsive, or not low. The reviewers were in agreement to recommend award Sac-Val Janitorial Supply for the complete bid of \$171,569.66

Presenter:

Sue Wesselius

Financial Impact:

Current year: \$171,569.66
Future years: N/A
Funding source: General Fund

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

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

Packet Information:

None

Recommendation:

Staff recommends approval of the bid for custodial supplies from Sac-Val Janitorial Supply in the amount of \$171,569.66

ROCKLIN UNIFIED SCHOOL DISTRICT
BOARD AGENDA BRIEFING

SUBJECT: Approval of Resolution 15-16-03 – A Resolution Adopting a Declaration of Need for Fully Qualified Educators for the 2015-16 School Year

DEPARTMENT: Office of the Assistant Superintendent, Human Resources

Background:

The Declaration of Need for Fully Qualified Educators was designed by the Commission on Teacher Credentialing to inform board members regarding the estimated number of educators serving in the district who are not fully credentialed in their subject matter.

Status:

Approval of the resolution will enable the District to submit the Declaration of Need for Fully Qualified Educators to the Commission on Teacher Credentialing, thus, be eligible to apply for emergency or limited assignment permits when necessary.

Presenter:

Colleen Slattery, Assistant Superintendent, Human Resources

Financial Impact:

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

Materials/Films:

None

Other People Who Might Present:

None

Allotment of Time:

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

Packet Information:

Resolution 15-16-03

Recommendation:

Staff recommends approval of Resolution 15-16-03, authorizing submission of a Declaration of Need for Fully Qualified Educators for the 2015-16 school year.

**RESOLUTION 15-16-03
BEFORE THE BOARD OF TRUSTEES OF THE
ROCKLIN UNIFIED SCHOOL DISTRICT**

**In the Matter of: A RESOLUTION ADOPTING A
DECLARATION OF NEED FOR FULLY QUALIFIED
EDUCATORS FOR THE 2015-16 SCHOOL YEAR**

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 July, 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, THE COMMISSION ON TEACHER CREDENTIALING requires the governing board of school districts to annually adopt a Declaration of Need for Fully Qualified Educators at a regularly scheduled public meeting when there is an insufficient number of certificated persons who meet the district's specified employment criteria; and

WHEREAS, ROCKLIN UNIFIED SCHOOL DISTRICT has undertaken necessary recruitment efforts to locate and recruit individuals who hold the required employment criteria for the 2015-16 school year; and

WHEREAS, ROCKLIN UNIFIED SCHOOL DISTRICT anticipates the need to request issuance of emergency or limited assignment permits in various subject areas for teachers meeting the requirements under Title 5;

NOW, THEREFORE, BE IT RESOLVED, that the ROCKLIN UNIFIED SCHOOL DISTRICT, at a meeting held on July 16, 2015, hereby adopts the Declaration of Need for Fully Qualified Educators allowing the issuance of emergency and limited assignment permits when necessary for the 2015-16 school year.

ROCKLIN UNIFIED SCHOOL DISTRICT
BOARD AGENDA BRIEFING

SUBJECT: Approve Revised District Librarian Job Description
DEPARTMENT: Office of the Assistant Superintendent, Human Resources

Background:

Human Resources has reviewed the Library/Media Coordinator job description and determined the need to update and revise the job description to match current staff responsibilities.

Status:

The existing Library/Media Coordinator job description proposal includes a title change to District Librarian and has been revised to reflect current staff responsibilities. Staff has reviewed these changes with Rocklin Teachers Professional Association (RTPA) leadership.

Presenter:

Colleen Slattery, Assistant Superintendent, Human Resources

Financial Impact:

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

Materials/Films:

None

Other People Who Might Present:

None

Allotment of Time:

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

Packet Information:

A copy of the proposed District Librarian job description with track changes is attached.

Recommendation:

Request to approve revised job description for the position of Library Media Coordinator to District Librarian.

Rocklin Unified School District

2615 Sierra Meadows Drive, Rocklin, CA 95677
(916) 624-2428 / www.rocklin.k12.ca.us



Job Description

POSITION TITLE: ~~Library/Media Coordinator~~ District Librarian

SALARY PLACEMENT: Certificated Salary Schedule –
-Rocklin Teachers Professional Association

SUMMARY:

The District ~~Library/Media Coordinator~~ Librarian shall be responsible for the overall administration and operation of the school library/media centers and of the programs within those library/media centers. The District ~~Library/Media Coordinator~~ Librarian shall work closely with administrators, ~~the Assistant Superintendent of Curriculum/Technology~~, and faculty members from all schools to make the most effective use of available resources and personnel.

SUPERVISOR:

This position reports directly to the Deputy Superintendent, ~~of~~ Educational Services

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The essential duties and responsibilities for this position include, but are not limited to, the following:

1. Establish, maintain, and implement school ~~LMC~~ library/media policies.
2. Communicate with administration regarding budgets, policies, and programs.
3. Train, ~~supervise, and~~ library aides, student assistants, and volunteers.
4. Maintain knowledge of current library/~~media~~ philosophies and practices and relate them to site level ~~LMC~~ library/media personnel.
5. Evaluate, select, and catalog appropriate ~~LMC~~ library/media materials using a wide range of professional resources, including input from faculty and students.
6. Maintain ~~LMC~~ library/media collection and database which are current and relevant to the curriculum.
7. Provide orientation to all ~~LMC~~ library/media users.
8. Provide instruction of students and staff in the use of ~~LMC~~ library/media materials, research techniques, and new technologies.
9. Provide leadership in ~~LMC~~ library/media related projects and programs (such as California Young Reader Medal, organized research presentations/competitions, oral language fairs, etc.).
10. Serve as a resource to teachers in curriculum and instructional design.
11. Outline and conduct public relations (e.g., maintain schedule of activities, publicize new acquisitions, write articles, give book-talks, etc.).
12. Other duties as assigned.

EDUCATION:

Possession of a valid California ~~Teacher Librarian Services Credential~~ Library Media Specialist credential or equivalent.

EXPERIENCE:

Previous experience as a librarian; ability to direct library/media program and the staff.

CERTIFICATES, LICENSE, REGISTRATIONS:

Valid California Driver's License
Valid Librarian Services Credential

GOALS OF EFFECTIVE PERFORMANCE;

The goal of effective performance will be to ensure consistent, positive visibility for school and district library media programs. Two-way communication between library media personnel and the school community promotes understanding and builds good will, cooperation, and support. The ultimate success of school library/media programs depends, to a large extent, upon the level of understanding and support from within the general school community for the mission, goals, and objectives of the program.*

~~*Taken from INFORMATION POWER: GUIDELINES FOR SCHOOL LIBRARY MEDIA PROGRAM, prepared by the American Association of School Librarians and the American Library Association.~~

PHYSICAL REQUIREMENTS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand, walk, sit, use hands, and reach with hands and arms. The employee is occasionally required to stand and walk. Specific vision abilities required by this job include close vision and ability to adjust focus.

Medical Category II:

1. Position requires moderate physical exertion associated with the ability to lift, carry, push, pull or climb.
2. Position requires physical capability for sustained physical work; requires strength and endurance associated with moderate physical effort.
3. Position requires moderate physical effort while performing continuous moderate lifting.
4. Lifting 50 pounds maximum or carrying any object weighing up to 25 pounds.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works in indoor environmental conditions. The employee is occasionally exposed to video display and occasionally works evenings and on weekends. The noise level in the work environment is usually quiet.

~~Adoption Date~~ Adopted: August 1, 1990

Revised: May 15, 1991

Revised: November 4, 1992

Revised: June 3, 1997

Revised: July 16, 2015

The Rocklin Unified School District does not discriminate on the basis of color, race, religion, ancestry, national origin, age, sex, sexual orientation, gender, ethnic group identification, mental or physical disability in its educational programs, activities, or employment. All educational opportunities will be offered without regard to color, race, religion, ancestry, national origin, age, sex, sexual orientation, gender, ethnic group identification, mental or physical disability.

No person shall be denied employment solely because of any impairment which is unrelated to the ability to engage in activities involved in the position(s) or program for which application has been made. It is the responsibility of the applicant to notify the employer of any necessary modifications to the job or work site in order to determine whether the employer can reasonably accommodate any known disability.

The Rocklin Unified School District maintains a tobacco-free, drug-free environment.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Program Specialist II – Coordination of Local Control and Accountability
Plan Job Description

DEPARTMENT: Office of the Assistant Superintendent, Human Resources

Background:

On June 24, 2015, the Board of Trustees adopted the Rocklin Unified School District USD Local Control and Accountability Plan. In the plan, a Program Specialist position was enhanced to provide needed support to develop, implement, monitor and evaluate the elements of the Plan.

Status:

The recommendation being proposed to the Board is a result of the 2015-16 LCAP. The position is funded through the supplemental dollars provided through Local Control Funding Formula.

Presenter:

Colleen Slattery, Assistant Superintendent, Human Resources

Financial Impact:

Current year: \$73,200
Future years: Same
Funding source: Supplemental Funding

Materials/Films:

None

Other People Who Might Present:

None

Allotment of Time:

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

Packet Information:

A copy of the proposed Program Specialist II– LCAP job description is attached.

Recommendation:

Staff recommends approval of the job description for the position Program Specialist II – LCAP.

Rocklin Unified School District

2615 Sierra Meadows Drive, Rocklin, CA 95677
(916) 624-2428 / www.rocklin.k12.ca.us



Job Description

POSITION TITLE:	Program Specialist II –Coordination of Local Control and Accountability Plan (LCAP)
SALARY PLACEMENT:	Administrative Salary Schedule Rocklin Administrative Professionals Association

SUMMARY:

Under the direction of the Deputy Superintendent of Educational Services, plans, directs and manages the development of the District's Local Control and Accountability Plan (LCAP), including alignment with Strategic Plan development, management and facilitation of engagement activities as well as the coordination of the writing and submission of the plan. In addition, assists in the evaluation of the activities enumerated within the LCAP and programs supported through the plan.

SUPERVISOR:

This position reports directly to the Deputy Superintendent, Educational Services

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The essential duties and responsibilities for this position include, but are not limited to, the following:

1. Plan and coordinate all activities related to the development, writing and completion of the District's annual LCAP.
2. Support school sites in the development of their Strategic Plans ensuring alignment with District LCAP and Strategic Plan.
3. Coordinate with Business Services, State and Federal Programs, including but not limited to Titles I and III, Special Education, and Elementary and Secondary Programs in the writing of the LCAP and alignment of LCAP with the Strategic Plan.
4. Plan, organize, and coordinate broad stakeholder engagement strategy relating to the development and creation of the LCAP including, but not limited to community meetings and District Leadership Teams.
5. Determine metrics and evaluation plan for professional learning programs as indicated in the LCAP, the content of which are aligned with adopted state standards, and are consistent with the most recent laws regarding accountability and assessment.
6. Coordinate with Educational Services staff on the development, tracking and evaluation of LCAP metrics, particularly in the area of English learners, students in poverty and foster youth.
7. Coordinate and monitor implementation of the District plan of LCAP programs/services, including but not limited to sub-groups as highlighted in the LCAP.
8. Compile and tabulate statistical data for evaluation progress and developmental status of programs, including those affecting English learners, students in poverty, and foster youth.
9. Serve as a District level instructional/curricular and professional development resource to teachers, support staff, and administrators for implementation of LCAP.
10. Interpret policies and procedures. Promote positive community relations by explaining program goals,

objectives and methods to parents and the public.

11. Attend orientations, in-service training, educational programs, conferences and workshops as required
12. Perform a variety of personnel supervisory functions including assisting in employee selection, training, evaluation, and scheduling
13. Participate in monitoring program and site budgets and expenditures.
14. Coordinate all details relating to the creation, development and training of the District's LCAP Advisory Committee, including meeting facilitation.
15. Coordinate with principals and School Site Councils to ensure engagement with and input to the LCAP.
16. Collaborate with the office of Family and Community Engagement and school sites to provide trainings on LCAP and Strategic Plan.
17. Remain current with the newest information about changes to LCFF and LCAP legislations. Attend local and regional workshops as required.
18. Support dependent charter school's creation and development of their site LCAPs.
19. Provide regular updates to district leadership regarding development of LCAP
20. Achieve and maintain compliance with state and federal laws and regulations.
21. Performs other related duties and assumes responsibilities as directed.

Knowledge of:

- Local Control Funding Formula (LCFF) and LCAP laws and regulations
- Intervention programs, assessments, surveys, reports and their administration
- Professional learning opportunities, practices and effective implementation.
- Interpersonal communication skills and organization skills

Ability to:

- Build consensus and resolve conflicts in a group setting
- Plan, organize, control and direct a dynamic and complex project
- Meet a variety of internal and external deadlines
- Establish and maintain effective working relationships with a variety of stakeholders
- Prepare and deliver presentations
- Read, interpret, apply and explain rules, regulations, policies, and procedures
- Complete assignments successfully with a minimum of direction and supervision
- Collaborate with school staff, District staff, and outside agencies
- Provide inservice training activities for professionals and parents
- Willingly work additional hours periodically

EDUCATION:

Prefer Master's Degree or the equivalent from an accredited institution of higher learning.

EXPERIENCE:

Increasingly responsible experience in an educational setting, including supervisory and/or administrative responsibilities. Experience with LCAP, current assessment programs, technology, data analysis, facilitating meetings of varied groups; designing and delivering professional development; implementing and/or monitoring

district or school/projects or site plan success; conducting project reviews and/or evaluations; analyzing current district/school/project and teacher needs to provide support for planning.

CERTIFICATES, LICENSE, REGISTRATIONS:

Valid California Driver's License

Valid California Teaching Credential or equivalent Services Credential

Valid California Administrative Services Credential

PHYSICAL REQUIREMENTS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk and hear. The employee frequently is required to stand, walk, sit, use hands, and reach with hands and arms. The employee is occasionally required to stand and walk. Specific vision abilities required by this job include close vision and ability to adjust focus.

Medical Category I:

1. Position requires normal physical strength and endurance for standing, sitting, bending, or walking.
2. Work assignments are normally located in a work environment with light physical work and require light physical effort.
3. Lifting 25 pounds maximum or carrying any object weighing over 15 pounds.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee frequently works in indoor environmental conditions. The employee is occasionally exposed to video display and occasionally works evenings and on weekends. The employee occasionally uses personal vehicle for work-related travel. The noise level in the work environment is usually moderate.

Adopted: July 16, 2015

The Rocklin Unified School District does not discriminate on the basis of color, race, religion, ancestry, national origin, age, sex, sexual orientation, gender, ethnic group identification, mental or physical disability in its educational programs, activities, or employment. All educational opportunities will be offered without regard to color, race, religion, ancestry, national origin, age, sex, sexual orientation, gender, ethnic group identification, mental or physical disability.

No person shall be denied employment solely because of any impairment which is unrelated to the ability to engage in activities involved in the position(s) or program for which application has been made. It is the responsibility of the applicant to notify the employer of any necessary modifications to the job or work site in order to determine whether the employer can reasonably accommodate any known disability.

The Rocklin Unified School District maintains a tobacco-free, drug-free environment.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Board Policy 4117.3 – Personnel Reduction
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 4117.3 – Personnel Reduction

(BP revised) Policy updated to clarify requirements related to the determination of the order of layoffs when it is necessary to reduce the number of certificated employees for economic reasons specified in law. Section on "Reappointment" revised to address priority for offering a laid-off employee first opportunity for substitute service during the period of preferred right to reappointment.

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 Action Item Information Item

Packet Information Item:

BP 4117.3 – Personnel Reduction

Recommendation:

Staff recommends approval of revision to BP 4117.3 on Personnel Reduction.

Board Policy Personnel Reduction

BP 4117.3
Personnel

The Governing Board may reduce the number of probationary and permanent certificated employees when, ~~in the its opinion of the Board, one or more~~any of the following conditions makes such reduction necessary:

1. Average daily attendance (ADA) in all of the schools in the district during the first six months of the school year has declined below the level for the same period in either of the previous two school years. (Education Code 44955)
2. A particular kind of service is to be reduced or discontinued not later than the beginning of the following school year. (Education Code 44955)
3. Attendance in the district will decline in the following year as a result of the termination of an interdistrict tuition agreement. (Education Code 44955)
4. An amendment of state law requires modification of the curriculum. (Education Code 44955)
5. During the time period between five days after the enactment of the~~The state Budget Act and August 15 of that fiscal year, the Board determines that the district's total revenue limit per ADA for the fiscal year of that~~reveals that the district's total revenue limit per ADA for the fiscal year of that Budget Act has not increased by at least two percent. (Education Code 44955.5)

Determination of the Order of Layoffs

When it is necessary to reduce the number of certificated employees for any of the reasons listed above, the services of employees shall be terminated in the inverse of the order in which they were employed by the district in probationary status, except as otherwise authorized by law. (Education Code 44844, 44955)

The Superintendent or designee shall maintain the seniority list for this purpose and shall make it available upon request.

Unless otherwise provided by law, a permanent employee shall have the right to be retained over a probationary employee or any employee with less seniority if the position is one for which he/she is certificated and competent to render service. (Education Code 44955)

(cf. 4112.2 - Certification)

(cf. 4112.22 - Staff Teaching English Language Learners)

(cf. 4112.23 - Special Education Staff)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)
(cf. 4113 - Assignment)
(cf. 4116 - Probationary/Permanent Status)

To determine the order of termination between employees who first rendered paid service on the same date, the Board shall rank order those employees solely on the basis of the needs of the district and students. Upon the request of an employee whose order of termination is to be determined based on such ranking, the Board shall furnish the employee, no later than five days prior to the commencement of the administrative hearing on the layoff, a written statement of the specific criteria used in determining the order of termination and the application of the criteria in ranking the employee relative to the other employees in the group. (Education Code 44955)

The district may deviate from terminating certificated employees in order of seniority for either of the following reasons: (Education Code 44955, 44956)

1. To fill a demonstrated specific need for personnel to teach a specific course or courses of study, or to provide services authorized by a services credential with a specialization in either student personnel services or health for a school nurse, when the certificated employee has the necessary special training and experience which others with more seniority do not possess.
2. To maintain or achieve compliance with constitutional requirements related to equal protection of the law.

Seniority

~~Except as otherwise provided by law, a permanent employee who is certificated and competent to render a service shall not be terminated or given a reduction in hours and wages while a probationary employee, or other employee with less seniority, is retained to render the service. (Education Code 44955)~~

~~Prior to determining the seniority of employees, the Superintendent or designee shall require certificated employees to provide verification, in writing, of their employment date and credentials, as well as any documentation supporting an employment or credential(s) different from that shown in the district's records.~~

~~The Superintendent or designee shall prepare a master seniority list on the basis of district records and evidence presented. (Education Code 44846)~~

~~When two or more employees first rendered paid service on the same date, the Board shall adopt a resolution specifying the criteria based on the needs of the district and students for the order of termination among those employees. Upon the request of any employee whose order of termination is so determined, the Board shall furnish, in writing, no later than five days prior to the commencement of the administrative hearing on the layoff, a statement of the specific criteria used in determining the order of termination and the application of the criteria in ranking the~~

~~employee relative to the other employees in the group. (Education Code 44955)~~

~~(cf. 4113—Assignment)~~

~~(cf. 4115—Evaluation/Supervision)~~

~~(cf. 4117.4—Dismissal)~~

~~The district may deviate from terminating certificated employees in order of seniority for either of the following reasons: (Education Code 44955, 44956)~~

~~1. To fill a demonstrated specific need for personnel to teach a specific course or courses of study, or to provide services authorized by a services credential with a specialization in either student personnel services or health for a school nurse, when the certificated employee has the necessary special training and experience which others with more seniority do not possess~~

~~2. To maintain or achieve compliance with constitutional requirements related to equal protection of the law~~

Notice and Hearing Rights

~~When it becomes necessary, as the result of a reduction or discontinuation of services, to reduce the number of permanent and/or probationary employees pursuant to Education Code 44955 as specified in items #1-4 above, the district shall give notice to the affected employees no later than March 15, stating the reasons for the action and the employees' right to a hearing, ~~no later than March 15~~. The district shall adhere to the notice, hearing, and layoff procedures in Education Code 44949 and 44955, and other applicable provisions of law.~~

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

When an employee has requested a hearing before an administrative law judge regarding the reduction or discontinuation of services, the Board shall make a final decision regarding the sufficiency of the cause and disposition of the layoff upon receipt of the administrative law judge's proposed decision. None of the findings, recommendations, or determinations of the administrative law judge shall be binding on the Board. (Education Code 44949)

The Board may conduct its own hearing, adopt the judge's proposed decision, refer the case back to the judge for additional evidence, or reject or modify the proposed decision and make its own determination based upon its review of the record.

Following the Board's decision, the Superintendent or designee shall give final notice, in the manner specified, to the affected employees before May 15 unless the parties agree otherwise in accordance with procedures required by law. (Education Code 44955)

When layoffs become necessary pursuant to Education Code 44955.5 as specified in item #5 above, layoff proceedings shall be carried out as required by law but in accordance with a schedule of notice and hearing adopted by the Board. (Education Code 44955.5)

~~Upon adoption of the Board's decision, the Superintendent or designee shall give final notice, in the manner specified, to the affected employees before May 15. (Education Code 44955)~~

~~Special Procedure Based Upon Late Adoption of the State Budget~~

~~When the Board, during the time period between five days after enactment of the Budget Act and August 15, determines that the total revenue limit per ADA has not increased by at least two percent and that the district therefore needs to reduce the number of certificated staff pursuant to Education Code 44955.5, the Board shall adopt a schedule of notice and hearings and the district shall otherwise proceed pursuant to Education Code 44949 and 44955. (Education Code 44955.5)~~

Reappointment

If the number of employees is increased or the discontinued service reestablished, permanent certificated employees under 65 years of age shall have the right to reappointment, in order of seniority, for 39 months, ~~after being from the date of terminated termination.~~ Probationary certificated employees ~~under 65 years of age~~ shall have the same right for 24 months after being terminated, subject to the prior reappointment rights of permanent employees. (Education Code ~~44846,~~ 44956, 44957)

During the period of the preferred right to reappointment, permanent certificated employees shall, in the order of original employment, be offered first opportunity for substitute service during the absence of any employee who has been granted a leave of absence or who is temporarily absent from duty. Such substitute service may be terminated upon the return to duty of the other employee. Such substitute service shall not affect the retention of the employees' previous classification and rights. Probationary certificated employees shall have the same right to substitute service during the period of preferred right to reappointment to the extent required by law, subject to the rights of permanent certificated employees. (Education Code 44918, 44956, 44957)

(cf. 4121 - Temporary/Substitute Employees)

Before reappointing any certificated employee to teach a subject which he/she has not previously taught and for which he/she does not have a teaching credential or which is not within the employee's major area of postsecondary study, the Board shall require the employee to pass a subject matter competency test in the appropriate subject. (Education Code ~~44955,~~ 44956)

~~(cf. 4112.2 - Certification)~~

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

~~(cf. 4113 - Assignment)~~

Reappointed certificated employees shall not be subject to any requirements that were not imposed on employees who continued in service. Their period of absence shall be treated as a leave of absence and not considered a break in the continuity of their service. (Education Code

44956, 44957)

Legal Reference:

EDUCATION CODE

- 44830 Employment of certificated persons
- 44949 Dismissal of probationary employees
- 44955 Reduction in number of permanent employees
- 44955.5 Termination of certificated employees
- 44956-44959.5 Rights of employees

GOVERNMENT CODE

- 3543.2 Scope of representation

UNEMPLOYMENT INSURANCE CODE

- 1089 Notification of unemployment insurance benefits

CODE OF REGULATIONS, TITLE 22

- 1089-1 Notification of unemployment insurance benefits

COURT DECISIONS

Vergara v. State of California, (2014) Superior Court State of California, County of Los Angeles, Case. No. BC 484642

California Teachers Association v. Vallejo City Unified School District, (2007) 149 Cal.App.4th 135

Bakersfield Elementary Teachers Association v. Bakersfield City School District, (2006) 145 Cal.App.4th 1260

Cousins v. Weaverville Elementary School District, (1994) 24 Cal.App.4th 1846

Forker v. Board of Trustees, (1984) 160 Cal.App.3d 13

Moreland Teachers Assoc. v. Kurze, (1980) 109 Cal.App.3d 648

King v. Berkeley Unified School District, (1979) 89 Cal.App.3d 1016

Management Resources:

WEB SITES

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

Policy ROCKLIN UNIFIED SCHOOL DISTRICT

adopted: November 7, 2007 Rocklin, California

revised: July 16, 2015

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Administrative Regulation (AR) and Exhibits (E)
AR / E 4112.5, 4212.5, 4312.5 Criminal Record Check
AR / E 4112.62, 4212.62, 4312.62 Maintenance of Criminal Offender Records

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 4112.5 – Criminal Record Check (**Revised**) E 4112.5 – Criminal Record Check (**Renumbered**)
AR 4212.5 – Criminal Record Check (**Revised**) E 4212.5 – Criminal Record Check (**Renumbered**)
AR 4312.5 – Criminal Record Check (**Revised**) E 4312.5 – Criminal Record Check (**Renumbered**)

AR 4112.62* / E 4112.62** – Maintenance of Criminal Offender Records (**Deleted**)
AR 4212.62* / E 4212.62** – Maintenance of Criminal Offender Records (**Deleted**)
AR 4312.62* / E 4312.62** – Maintenance of Criminal Offender Records (**Deleted**)

*AR deleted and concepts moved into AR 4212.5 / 4212.5 / 4312.5 – Criminal Record Check.

**Exhibits renumbered and retitled as E 4112.5 / E 4212.5 / E 4312.5)

(AR revised; E added) AR 4112.5/4312.5 - Criminal Record Check (certificated) and AR 4212.5 - Criminal Record Check (classified) consolidated and triple coded. Regulation deletes references to outdated process based on fingerprint identification cards, reflects law requiring the district to notify the Department of Justice (DOJ) when an applicant/employee whose fingerprints are maintained by DOJ is not hired or is terminated, and reflects law requiring the district to notify an applicant/employee when it receives notification from DOJ of the applicant/employee's criminal record. Section on "Maintenance of Records" revised to reflect NEW LAW (SB 1461) which deletes requirement to annually notify DOJ of the identity of the custodian of records.

Exhibit renumbered and retitled from E 4112.62/4212.62/4312.62 - Maintenance of Criminal Offender Records.

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: [X] Consent Calendar [] Action Item [] Information Item

Packet Information Item:

AR 4112.5 – Criminal Record Check E 4112.5 – Criminal Record Check
AR 4212.5 – Criminal Record Check E 4212.5 – Criminal Record Check
AR 4312.5 – Criminal Record Check E 4312.5 – Criminal Record Check

AR 4112.62 / E 4112.62 – Maintenance of Criminal Offender Records
AR 4212.62 / E 4212.62 – Maintenance of Criminal Offender Records
AR 4312.62 / E 4312.62 – Maintenance of Criminal Offender Records

Recommendation:

Staff recommends approval of revision to AR 4112.5, AR 4212.5, AR 4312.5; the addition of renumbered Exhibits E 4112.5, E 4212.5, E 4312.5; and deletion of AR 4112.62, AR 4212.62, and AR 4312.62.

Administrative Regulation

Criminal Record Check

PROPOSED REVISION

AR 4112.5
Personnel

Applicants for Employment

~~The Superintendent or designee shall ensure that each person to be employed submits fingerprints, either electronically through the Live Scan system or on fingerprint identification cards, for processing by the Department of Justice. If the district is using the Live Scan system, the Superintendent or designee shall also provide the applicant with a Live Scan request form and a list of nearby Live Scan locations. The Superintendent or designee shall not hire or retain in employment, in a certificated or classified position, a person who has been convicted of a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c), a controlled substance offense as defined in Education Code 44011, or a sex offense as defined in Education Code 44010. However, the Superintendent or designee shall not deny or terminate employment if: (Education Code 44830.1, 44836, 45122.1, 45123)~~

1. The conviction for a violent or serious felony, controlled substance offense, or sex offense is reversed and the person is acquitted of the offense in a new trial or the charges against the person are dismissed, unless the sex offense for which the conviction is dismissed pursuant to Penal Code 1203.4 involves a victim who was a minor.

2. A person convicted of a violent or serious felony has obtained a certificate of rehabilitation or a pardon.

3. A person who has been convicted of a serious felony, that is not also a violent felony, proves to the sentencing court that he/she has been rehabilitated for purposes of school employment for at least one year.

4. A person who has been convicted of a controlled substance offense is applying for or is employed in a certificated position and has a credential issued by the Commission on Teacher Credentialing.

5. A person who has been convicted of a controlled substance offense is applying for or is employed in a classified position and has been determined by the Governing Board, from the evidence presented, to have been rehabilitated for at least five years.

(cf. 4112 - Appointment and Conditions of Employment)

(cf. 4112.2 - Certification)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

A certificated employee may be hired by the district without obtaining a criminal record summary if that employee is employed as a certificated employee in another California school district and became a permanent employee of another California school district as of October 1, 1997. (Education Code 44830.1, 44836)

The Superintendent or designee shall ensure that no person is hired in a position requiring certification qualifications or supervising positions requiring certification qualifications who has been convicted of a violent or serious felony as listed in Penal Code 667.5(e) or 1192.7(e), unless that person has obtained a certificate of rehabilitation and a pardon. (Education Code 44830.1)
The Superintendent or designee shall not issue a temporary certificate of clearance to a person whose application for a credential, certificate, or permit is being processed by the Commission on Teacher Credentialing if that person has been convicted of a violent or serious felony, unless the person is otherwise exempt pursuant to Education Code 44332.6 or 44830.1. (Education Code 44332.5, 44332.6)

The Superintendent or designee shall require each person to be employed by the district to submit his/her fingerprints electronically through the Live Scan system so that a criminal record check may be conducted by the Department of Justice (DOJ). The Superintendent or designee shall provide the applicant with a Live Scan request form and a list of nearby Live Scan locations.

When a person is applying for a classified position, the Superintendent or designee shall request that the DOJ also obtain a criminal record check through the Federal Bureau of Investigation whenever the applicant meets one of the following conditions: (Education Code 45125)

1. The applicant has not resided in California for at least one year immediately preceding the application for employment.
2. The applicant has resided in California for more than one year, but less than seven years, and the DOJ has ascertained that the person was convicted of a sex offense where the victim was a minor or a drug offense where an element of the offense is either the distribution to or the use of a controlled substance by a minor.

The Superintendent or designee shall immediately notify the DOJ when an applicant who has submitted his/her fingerprints to the DOJ is not subsequently employed by the district. (Penal Code 11105.2)

Subsequent Arrest Notification

The Superintendent or designee shall enter into a contract with the DOJ to receive notification of subsequent arrests resulting in conviction of any person whose fingerprints have been submitted to the DOJ. (Education Code 44830.1, 45125; Penal Code 11105.2)

Upon telephone or email notification by the DOJ that a current temporary employee, substitute employee, or probationary employee serving before March 15 of his/her second probationary

year has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place that employee on leave without pay. (Education Code 44830.1, 45122.1)

(cf. 4116 - Probationary/Permanent Status)

(cf. 4121 - Temporary/Substitute Personnel)

When the district receives written electronic notification by the DOJ of the fact of conviction, the temporary employee, substitute employee, or probationary employee serving before March 15 of his/her second probationary year shall be terminated automatically unless the employee challenges the DOJ record and the DOJ withdraws its notification in writing. Upon receipt of the written withdrawal of notification by the DOJ, the Superintendent or designee shall immediately reinstate that employee with full restoration of salary and benefits for the period of time from the suspension without pay to the reinstatement if the employee is still employed by the district. (Education Code 44830.1, 45122.1)

The Superintendent or designee shall immediately notify the DOJ whenever a person whose fingerprints are maintained by the DOJ is terminated. (Penal Code 11105.2)

Notification of Applicant/Employee

The Superintendent or designee shall expeditiously furnish a copy of any DOJ notification to the applicant or employee to whom it relates if the information is a basis for an adverse employment decision. The copy shall be delivered in person or to the last contact information provided by the applicant or employee. (Penal Code 11105, 11105.2)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

Maintenance of Records

The Superintendent shall designate at least one custodian of records who shall be responsible for the security, storage, dissemination, and destruction of all Criminal Offender Record Information (CORI) furnished to the district and shall serve as the primary contact for the DOJ for any related issues. (Penal Code 11102.2)

An employee designated as custodian of records shall receive a criminal background check clearance from the DOJ prior to serving in that capacity. (Penal Code 11102.2)

The custodian of records shall sign and return to the DOJ the Employee Statement Form acknowledging his/her understanding of the laws prohibiting misuse of CORI. In addition, the custodian of records shall ensure that any individual with access to CORI has on file a signed Employee Statement Form.

To ensure its confidentiality, CORI shall be accessible only to the custodian of records and shall be kept in a locked file separate from other files. CORI shall be used only for the purpose for which it is requested and its contents shall not be disclosed or reproduced. (Education Code 44830.1, 45125)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

Once a hiring determination is made, the applicant's CORI shall be destroyed to the extent that the identity of the individual can no longer be reasonably ascertained. (Education Code 44830.1, 45125; 11 CCR 708)

The Superintendent or designee shall immediately notify the DOJ whenever a designated custodian of records ceases to serve in that capacity. (Penal Code 11102.2)

~~(cf. 4112 - Appointment and Conditions of Employment)~~
~~(cf. 4112.2 - Certification)~~

~~However, a certificated employee may be hired by the district, without obtaining a criminal record summary, if that employee became a permanent employee of another school district as of October 1, 1997. (Education Code 44830.1)~~

~~(cf. 4121 - Temporary/Substitute Personnel)~~

Temporary Certificates of Clearance Pre-Employment Record Check

The Superintendent or designee shall require each person to be employed by the district to submit his/her fingerprints electronically through the Live Scan system so that a criminal record check may be conducted by the Department of Justice (DOJ). The Superintendent or designee shall provide the applicant with a Live Scan request form and a list of nearby Live Scan locations.

When a person is applying for a classified position, the Superintendent or designee shall request that the DOJ also obtain a criminal record check through the Federal Bureau of Investigation whenever the applicant meets one of the following conditions: (Education Code 45125)

1. The applicant has not resided in California for at least one year immediately preceding the application for employment.
2. The applicant has resided in California for more than one year, but less than seven years, and the DOJ has ascertained that the person was convicted of a sex offense where the victim was a minor or a drug offense where an element of the offense is either the distribution to or the use of a controlled substance by a minor.

The Superintendent or designee shall immediately notify the DOJ when an applicant who has submitted his/her fingerprints to the DOJ is not subsequently employed by the district. (Penal Code 11105.2)

Subsequent Arrest Notification

The Superintendent or designee shall enter into a contract with the DOJ to receive notification of subsequent arrests resulting in conviction of any person whose fingerprints have been submitted to the DOJ. (Education Code 44830.1, 45125; Penal Code 11105.2)

Upon telephone or email notification by the DOJ that a current temporary employee, substitute employee, or probationary employee serving before March 15 of his/her second probationary year has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place that employee on leave without pay. (Education Code 44830.1, 45122.1)

(cf. 4116 - Probationary/Permanent Status)
(cf. 4121 - Temporary/Substitute Personnel)

When the district receives written electronic notification by the DOJ of the fact of conviction, the temporary employee, substitute employee, or probationary employee serving before March 15 of his/her second probationary year shall be terminated automatically unless the employee challenges the DOJ record and the DOJ withdraws its notification in writing. Upon receipt of the written withdrawal of notification by the DOJ, the Superintendent or designee shall immediately reinstate that employee with full restoration of salary and benefits for the period of time from the suspension without pay to the reinstatement if the employee is still employed by the district. (Education Code 44830.1, 45122.1)

The Superintendent or designee shall immediately notify the DOJ whenever a person whose fingerprints are maintained by the DOJ is terminated. (Penal Code 11105.2)

Notification of Applicant/Employee

The Superintendent or designee shall expeditiously furnish a copy of any DOJ notification to the applicant or employee to whom it relates if the information is a basis for an adverse employment decision. The copy shall be delivered in person or to the last contact information provided by the applicant or employee. (Penal Code 11105, 11105.2)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

Maintenance of Records

The Superintendent shall designate at least one custodian of records who shall be responsible for the security, storage, dissemination, and destruction of all Criminal Offender Record Information (CORI) furnished to the district and shall serve as the primary contact for the DOJ for any related issues. (Penal Code 11102.2)

An employee designated as custodian of records shall receive a criminal background check clearance from the DOJ prior to serving in that capacity. (Penal Code 11102.2)

The custodian of records shall sign and return to the DOJ the Employee Statement Form acknowledging his/her understanding of the laws prohibiting misuse of CORI. In addition, the custodian of records shall ensure that any individual with access to CORI has on file a signed Employee Statement Form.

To ensure its confidentiality, CORI shall be accessible only to the custodian of records and shall be kept in a locked file separate from other files. CORI shall be used only for the purpose for which it is requested and its contents shall not be disclosed or reproduced. (Education Code 44830.1, 45125)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

Once a hiring determination is made, the applicant's CORI shall be destroyed to the extent that the identity of the individual can no longer be reasonably ascertained. (Education Code 44830.1, 45125; 11 CCR 708)

The Superintendent or designee shall immediately notify the DOJ whenever a designated custodian of records ceases to serve in that capacity. (Penal Code 11102.2)

~~Before issuing a temporary certificate of clearance to an applicant whose credential is being processed, the Superintendent or designee shall obtain a criminal record summary from the Department of Justice. The Superintendent or designee shall not issue a temporary certificate of clearance if the applicant has been convicted of a violent or serious felony, unless the applicant has obtained a certificate of rehabilitation and pardon. (Education Code 44332, 44332.5, 44332.6)~~

~~The Superintendent or designee may issue a temporary certificate of clearance without obtaining a criminal record summary to an employee currently and continuously employed by a district within the county who is serving under a valid credential and has applied for a renewal of that credential or for an additional credential. (Education Code 44332.6)~~

~~The Superintendent or designee may issue a temporary certificate of clearance to a person who has been convicted of a serious felony that is not also a violent felony, if that person can prove to the sentencing court of the offense in question, by clear and convincing evidence, that he/she has been rehabilitated for the purposes of school employment for at least one year. (Education Code 44332.6)~~

Subsequent Arrest Notification

~~The Superintendent or designee shall request subsequent arrest notification from the Department of Justice as provided under Penal Code 11105.2. (Education Code 44830.1)~~

~~(cf. 4112.6/4212.6/4312.6 — Personnel Files)~~

~~(cf. 4112.62/4212.62/4312.62 — Maintenance of Criminal Offender Records)~~

Current Employees

~~The Superintendent or designee shall not retain in employment any current certificated employee~~

~~who is a temporary employee, substitute employee or probationary employee serving before March 15 of the employee's second probationary year if he/she has been convicted of a violent or serious felony. (Education Code 44830.1)~~

~~Upon notification by the Department of Justice of such conviction, the Superintendent or designee shall immediately place that employee on leave without pay. (Education Code 44830.1)~~

~~When the district receives written electronic notification of the fact of conviction from the Department of Justice, the Superintendent or designee shall terminate that employee without regard to any other procedure for termination specified in the Education Code or district procedures, unless that employee has received a certificate of rehabilitation and a pardon. (Education Code 44830.1)~~

~~If the employee challenges the Department of Justice record and the Department of Justice withdraws in writing its notification, the Superintendent or designee shall immediately reinstate that employee with full restoration of salary and benefits for the period of time from the suspension without pay to the reinstatement. (Education Code 44830.1)~~

Legal Reference:

EDUCATION CODE

44010 Sex offense

44011 Controlled substance offense

44332 – 44332.6 Temporary certificate of clearance

~~44332.5 Registering certificates by certain districts~~

~~44332.6 Criminal record check, county board of education~~

44346.1 Applicants for credential, conviction of a violent or serious felony

44830.1 Certificated employees, conviction of a violent or serious felony

44830.2 Certificated employees; interagency agreement for sharing criminal record information

44836 Conviction of a sex offense or controlled substance offense

45122.1 Classified- employees, conviction of a violent or serious felony

45125 Use of personal identification cards to ascertain conviction of crime

45125.01 Classified employees; interagency agreements for sharing criminal record information

45125.5 Automated records check

45126 Duty of Department of Justice to furnish information

49024 Activity supervisor clearance certificates

PENAL CODE

667.5 Violent felonies~~Prior prison terms, enhancement of prison terms~~

1192.7 Plea bargaining limitation Serious felonies

1203.4 Dismissal of conviction

11075-11081 Criminal record dissemination

11102.2 Maintenance of criminal offender records; custodian of records

11105 Access to criminal history information

11105.2 Subsequent arrest notification

11105.3 Record of conviction involving sex crimes, drug crimes or crimes of violence;

availability to employer for applicants for positions with supervisory or disciplinary power over

minors

11140-11144 Furnishing of state criminal history information

13300-13305 Local summary criminal history information

CODE OF REGULATIONS, TITLE -11

701-708 Criminal offender record information

720-724 Incomplete criminal history information

994-994.15 Certification of individuals who take fingerprint impressions

~~703 Release of criminal offender record information~~

~~708 Destruction of criminal offender record information~~

COURT DECISIONS

Central Valley Chapter of the 7th Step Foundation Inc. v. Evelle J. Younger, (1989) 214 Cal. App. 3d 145

Management Resources:

WEB SITES

Office of the Attorney General, Department of Justice, Background Checks:

<http://www.oag.ca.gov/fingerprints>

~~Department of Justice/Attorney General's Office: <http://www.caag.state.ca.us/app>~~

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

Regulation ROCKLIN UNIFIED SCHOOL DISTRICT

approved adopted: October 16, 2002 Rocklin, California

revised: July 16, 2015

Exhibit
Criminal Record Check

Renumbered from
E 4112.62

E 4112.5
Personnel

USE OF CRIMINAL JUSTICE INFORMATION

As an employee/volunteer of School District, you may have access to confidential criminal record information which is controlled by state and federal statutes. Misuse of such information may adversely affect the individual's civil rights and violate constitutional rights of privacy. Penal Code 502 prescribes the penalties relating to computer crimes. Penal Code 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be disseminated. Penal Code 11140-11144 and 13301-13305 prescribe penalties for misuse of criminal history information. Government Code 6200 prescribes felony penalties for misuse of public records. Penal Code 11142 and 13300 state:

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor."

Civil Code 1798.53, Invasion of Privacy, states:

"Any person who intentionally discloses information, not otherwise public, which they know or should reasonably know was obtained from personal or confidential information maintained by a state agency or from records within a system of records maintained by a federal government agency, shall be subject to a civil action, for invasion of privacy, by the individual."

CIVIL, CRIMINAL, AND ADMINISTRATIVE PENALTIES:

*Penal Code 11141: DOJ furnishing to unauthorized person (misdemeanor)

*Penal Code 11142: Authorized person furnishing to other (misdemeanor)

*Penal Code 11143: Unauthorized person in possession (misdemeanor)

*California Constitution, Article I, Section 1 (Right to Privacy)

* Civil Code 1798.53, Invasion of Privacy

*Title 18 USC 641, 1030, 1951, and 1952

Any employee who is responsible for such misuse may be subject to immediate dismissal. Violations of this law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF CRIMINAL RECORD INFORMATION.

Signature _____ **Date** _____

Printed Name _____ **Title** _____

Rocklin Unified School District

PLEASE NOTE: Do not return this form to the DOJ. Your Custodian of Records should maintain these forms.

Adopted: July 16, 2015 Rocklin Unified School District

Administrative Regulation

Criminal Record Check

PROPOSED REVISION

AR 4212.5
Personnel

~~Applicants for Employment~~

~~Each person to be employed in a classified positions, including temporary, substitute and part-time positions, shall be required to submit fingerprint identification data. However, secondary school students attending a district school who are to be employed in a temporary or part time position shall not be required to submit fingerprint identification data. (Education Code 45125)~~

~~The Superintendent or designee shall ensure that each person to be employed submits fingerprints, either electronically through the Live Scan system or on a fingerprint identification card, for processing by the Department of Justice. If the district is using the Live Scan system, the Superintendent or designee shall also provide the applicant with a Live Scan request form and a list of nearby Live Scan locations. The Superintendent or designee shall not hire or retain in employment, in a certificated or classified position, a person who has been convicted of a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c), a controlled substance offense as defined in Education Code 44011, or a sex offense as defined in Education Code 44010. However, the Superintendent or designee shall not deny or terminate employment if: (Education Code 44830.1, 44836, 45122.1, 45123)~~

1. The conviction for a violent or serious felony, controlled substance offense, or sex offense is reversed and the person is acquitted of the offense in a new trial or the charges against the person are dismissed, unless the sex offense for which the conviction is dismissed pursuant to Penal Code 1203.4 involves a victim who was a minor.

2. A person convicted of a violent or serious felony has obtained a certificate of rehabilitation or a pardon.

3. A person who has been convicted of a serious felony, that is not also a violent felony, proves to the sentencing court that he/she has been rehabilitated for purposes of school employment for at least one year.

4. A person who has been convicted of a controlled substance offense is applying for or is employed in a certificated position and has a credential issued by the Commission on Teacher Credentialing.

5. A person who has been convicted of a controlled substance offense is applying for or is employed in a classified position and has been determined by the Governing Board, from the evidence presented, to have been rehabilitated for at least five years.

(cf. 4112 - Appointment and Conditions of Employment)

(cf. 4112.2 - Certification)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

A certificated employee may be hired by the district without obtaining a criminal record summary if that employee is employed as a certificated employee in another California school district and became a permanent employee of another California school district as of October 1, 1997. (Education Code 44830.1, 44836)

The Superintendent or designee shall not issue a temporary certificate of clearance to a person whose application for a credential, certificate, or permit is being processed by the Commission on Teacher Credentialing if that person has been convicted of a violent or serious felony, unless the person is otherwise exempt pursuant to Education Code 44332.6 or 44830.1. (Education Code 44332.5, 44332.6)

Pre-Employment Record Check

The Superintendent or designee shall require each person to be employed by the district to submit his/her fingerprints electronically through the Live Scan system so that a criminal record check may be conducted by the Department of Justice (DOJ). The Superintendent or designee shall provide the applicant with a Live Scan request form and a list of nearby Live Scan locations.

When a person is applying for a classified position, the Superintendent or designee shall request that the DOJ also obtain a criminal record check through the Federal Bureau of Investigation whenever the applicant meets one of the following conditions: (Education Code 45125)

1. The applicant has not resided in California for at least one year immediately preceding the application for employment.
2. The applicant has resided in California for more than one year, but less than seven years, and the DOJ has ascertained that the person was convicted of a sex offense where the victim was a minor or a drug offense where an element of the offense is either the distribution to or the use of a controlled substance by a minor.

The Superintendent or designee shall immediately notify the DOJ when an applicant who has submitted his/her fingerprints to the DOJ is not subsequently employed by the district. (Penal Code 11105.2)

Subsequent Arrest Notification

The Superintendent or designee shall enter into a contract with the DOJ to receive notification of subsequent arrests resulting in conviction of any person whose fingerprints have been submitted to the DOJ. (Education Code 44830.1, 45125; Penal Code 11105.2)

Upon telephone or email notification by the DOJ that a current temporary employee, substitute employee, or probationary employee serving before March 15 of his/her second probationary year has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place that employee on leave without pay. (Education Code 44830.1, 45122.1)

(cf. 4116 - Probationary/Permanent Status)

(cf. 4121 - Temporary/Substitute Personnel)

When the district receives written electronic notification by the DOJ of the fact of conviction, the temporary employee, substitute employee, or probationary employee serving before March 15 of his/her second probationary year shall be terminated automatically unless the employee challenges the DOJ record and the DOJ withdraws its notification in writing. Upon receipt of the written withdrawal of notification by the DOJ, the Superintendent or designee shall immediately reinstate that employee with full restoration of salary and benefits for the period of time from the suspension without pay to the reinstatement if the employee is still employed by the district. (Education Code 44830.1, 45122.1)

The Superintendent or designee shall immediately notify the DOJ whenever a person whose fingerprints are maintained by the DOJ is terminated. (Penal Code 11105.2)

Notification of Applicant/Employee

The Superintendent or designee shall expeditiously furnish a copy of any DOJ notification to the applicant or employee to whom it relates if the information is a basis for an adverse employment decision. The copy shall be delivered in person or to the last contact information provided by the applicant or employee. (Penal Code 11105, 11105.2)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

Maintenance of Records

The Superintendent shall designate at least one custodian of records who shall be responsible for the security, storage, dissemination, and destruction of all Criminal Offender Record Information (CORI) furnished to the district and shall serve as the primary contact for the DOJ for any related issues. (Penal Code 11102.2)

An employee designated as custodian of records shall receive a criminal background check clearance from the DOJ prior to serving in that capacity. (Penal Code 11102.2)

The custodian of records shall sign and return to the DOJ the Employee Statement Form acknowledging his/her understanding of the laws prohibiting misuse of CORI. In addition, the custodian of records shall ensure that any individual with access to CORI has on file a signed Employee Statement Form.

To ensure its confidentiality, CORI shall be accessible only to the custodian of records and shall be kept in a locked file separate from other files. CORI shall be used only for the purpose for

which it is requested and its contents shall not be disclosed or reproduced. (Education Code 44830.1, 45125)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

Once a hiring determination is made, the applicant's CORI shall be destroyed to the extent that the identity of the individual can no longer be reasonably ascertained. (Education Code 44830.1, 45125; 11 CCR 708)

The Superintendent or designee shall immediately notify the DOJ whenever a designated custodian of records ceases to serve in that capacity. (Penal Code 11102.2)

Interagency Agreement

Subject to an interagency agreement with other school districts, the district shall submit and receive CORI on behalf of all participating districts. (Education Code 44830.2, 45125.01)

Upon receipt from the DOJ of a report of conviction of a serious or violent felony, the district shall communicate that fact to participating districts and shall remove the affected employee from the common list of persons eligible for employment. (Education Code 44830.2, 45125.01)

In addition, upon receipt from the DOJ of a criminal history record or report of subsequent arrest for any person on a common list of persons eligible for employment, the district shall give notice to the superintendent of any participating district, or the person designated in writing by that superintendent, that the report is available for inspection on a confidential basis by the superintendent or the authorized designee. The report shall be made available at the district office for 30 days following the receipt of the notice. (Education Code 44830.2, 45125.01)

The district shall not release a copy of that information to any participating district or any other person. In addition, the district shall retain or dispose of the information in the manner specified in law and in this administrative regulation after all participating districts have had an opportunity to inspect it in accordance with law. (Education Code 44830.2, 45125.01)

The district shall maintain a record of all persons to whom the information has been shown and shall make this record available to the DOJ. (Education Code 44830.2, 45125.01)

~~The Superintendent or designee shall request the Department of Justice to forward one copy of the applicant's fingerprint identification data to the Federal Bureau of Investigation for the purpose of obtaining any record of previous convictions if the applicant: (Education Code 45125)~~

~~1. Has not resided in the State of California for at least one year immediately preceding the person's application for employment~~

~~2. Has resided for more than one year, but less than seven years, in the State of California~~

~~and the Department of Justice has ascertained that the person was convicted of a sex offense where the victim was a minor or a drug offense where an element of the offense is either the distribution to or the use of a controlled substance by a minor~~

~~The Board of Trustees shall not employ an applicant until the Department of Justice completes its check of the state criminal history files. (Education Code 45125)~~

~~(cf. 4212—Appointment and Conditions of Employment)~~

~~The Superintendent or designee shall ensure that no person is hired who has been convicted of a violent or serious felony as listed in Penal Code 667.5(e) or 1192.7(e), unless that person has obtained a certificate of rehabilitation and a pardon. (Education Code 45122.1)~~

~~The Superintendent or designee may hire a classified employee without waiting for the disposition of the employee's criminal history files upon a determination that an emergency or exceptional situation exists and that a delay in filling the position would endanger student health or safety. (Education Code 45125)~~

~~(cf. 4112.6/4212.6/4312.6—Personnel Files)~~

~~(cf. 4112.62/4212.62/4312.62—Maintenance of Criminal Offender Records)~~

~~Subsequent Arrest Notification~~

~~The Superintendent or designee shall request subsequent arrest notification from the Department of Justice as provided under Penal Code 11105.2. (Education Code 45125)~~

~~Current Employees~~

~~Upon notification by telephone from the Department of Justice that a current temporary, substitute or probationary classified employee has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place that employee on leave without pay, unless the employee has received a certificate of rehabilitation and a pardon. (Education Code 45122.1)~~

~~Upon receipt of written notification of the fact of conviction from the Department of Justice, the Superintendent or designee shall terminate the temporary, substitute or probationary employee without regard to any other procedure for termination specified in the Education Code or district procedures, unless that employee has received a certificate of rehabilitation and a pardon. (Education Code 45122.1)~~

~~(cf. 4218—Dismissal/Suspension/Disciplinary Action)~~

~~If the employee challenges the Department of Justice record and the Department of Justice withdraws in writing its notification, the Superintendent or designee shall immediately reinstate the employee with full restoration of salary and benefits. (Education Code 45122.1)~~

Legal Reference:

EDUCATION CODE

44010 Sex offense

44011 Controlled substance offense

44332-44332.6 Temporary certificate of clearance

~~44332.6 Criminal record check, county board of education~~

44346.1 Applicants for credential, conviction of a violent or serious felony

44830.1 Certificated employees, conviction of a violent or serious felony

44830.2 Certificated employees; Interagency agreements for sharing criminal record information

44932 Grounds for dismissal of permanent certificated employees

45122.1 Classified employees, conviction of a violent or serious felony

45125 Use of personal identification cards to ascertain conviction of crime

45125.01 Classified employees; interagency agreements for sharing criminal record information

45125.1 Fingerprint for contractors

45125.5 Automated records check

45126 Duty of Department of Justice to furnish information

49024 Activity supervisor clearance certificates

PENAL CODE

667.5 Violent felonies

1192.7 Serious felonies

1203.4 Dismissal of conviction

11075-11081 Criminal record dissemination

11102.2 Maintenance of criminal offender records; custodian of records

11105 Access to criminal history information

11105.2 Subsequent arrest notification

11105.3 Record of conviction involving sex crimes, drug crimes or crimes of violence;

availability to employer for applicants for positions with supervisory or disciplinary power over minors

11140-11144 Furnishing of state criminal history information

13300-13305 Local summary criminal history information

~~GOVERNMENT CODE~~

~~6200-6203 Crimes related to public records~~

~~PENAL CODE~~

~~502 Unauthorized access to computers~~

~~667.5 Violent felonies~~

~~1192.7 Serious felonies~~

~~11075-11081 Criminal record dissemination~~

~~11105-11105.75 Criminal identification~~

~~11140-11144 Furnishing of state criminal history information~~

~~13300-13305 Local summary criminal history information~~

CODE OF REGULATIONS, TITLE 11

701-708 Criminal offender record information

720-724 Incomplete criminal history information

994-994.15 Certification of individuals who take fingerprint impressions

COURT DECISIONS

Central Valley Chapter of the 7th Step Foundation Inc. v. Evelle J. Younger, (1989) 214 Cal.

App. 3d 145

~~703 Release of criminal offender record information~~

~~708 Destruction of criminal offender record information~~

Management Resources:

WEB SITES

Office of the Attorney General, Department of Justice, Background Checks:

<http://www.oag.ca.gov/fingerprints>

~~Department of Justice/Attorney General's Office: <http://www.caag.state.ca.us/app>~~

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

Regulation ROCKLIN UNIFIED SCHOOL DISTRICT

approved adopted: : October 16, 2002 Rocklin, California

revised : July 16, 2015

Exhibit
Criminal Record Check

Renumbered from
E 4212.62

E 4212.5
Personnel

USE OF CRIMINAL JUSTICE INFORMATION

As an employee/volunteer of School District, you may have access to confidential criminal record information which is controlled by state and federal statutes. Misuse of such information may adversely affect the individual's civil rights and violate constitutional rights of privacy. Penal Code 502 prescribes the penalties relating to computer crimes. Penal Code 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be disseminated. Penal Code 11140-11144 and 13301-13305 prescribe penalties for misuse of criminal history information. Government Code 6200 prescribes felony penalties for misuse of public records. Penal Code 11142 and 13300 state:

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor."

Civil Code 1798.53, Invasion of Privacy, states:

"Any person who intentionally discloses information, not otherwise public, which they know or should reasonably know was obtained from personal or confidential information maintained by a state agency or from records within a system of records maintained by a federal government agency, shall be subject to a civil action, for invasion of privacy, by the individual."

CIVIL, CRIMINAL, AND ADMINISTRATIVE PENALTIES:

*Penal Code 11141: DOJ furnishing to unauthorized person (misdemeanor)

*Penal Code 11142: Authorized person furnishing to other (misdemeanor)

*Penal Code 11143: Unauthorized person in possession (misdemeanor)

*California Constitution, Article I, Section 1 (Right to Privacy)

* Civil Code 1798.53, Invasion of Privacy

*Title 18 USC 641, 1030, 1951, and 1952

Any employee who is responsible for such misuse may be subject to immediate dismissal. Violations of this law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF CRIMINAL RECORD INFORMATION.

Signature _____ Date _____

Printed Name _____ Title _____

Rocklin Unified School District

PLEASE NOTE: Do not return this form to the DOJ. Your Custodian of Records should maintain these forms.

Adopted: July 16, 2015 Rocklin Unified School District

Administrative Regulation

Criminal Record Check

PROPOSED REVISION

AR 4312.5
Personnel

Applicants for Employment

The Superintendent or designee shall not hire or retain in employment, in a certificated or classified position, a person who has been convicted of a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c), a controlled substance offense as defined in Education Code 44011, or a sex offense as defined in Education Code 44010. However, the Superintendent or designee shall not deny or terminate employment if: (Education Code 44830.1, 44836, 45122.1, 45123)

1. The conviction for a violent or serious felony, controlled substance offense, or sex offense is reversed and the person is acquitted of the offense in a new trial or the charges against the person are dismissed, unless the sex offense for which the conviction is dismissed pursuant to Penal Code 1203.4 involves a victim who was a minor.

2. A person convicted of a violent or serious felony has obtained a certificate of rehabilitation or a pardon.

3. A person who has been convicted of a serious felony, that is not also a violent felony, proves to the sentencing court that he/she has been rehabilitated for purposes of school employment for at least one year.

4. A person who has been convicted of a controlled substance offense is applying for or is employed in a certificated position and has a credential issued by the Commission on Teacher Credentialing.

5. A person who has been convicted of a controlled substance offense is applying for or is employed in a classified position and has been determined by the Governing Board, from the evidence presented, to have been rehabilitated for at least five years.

(cf. 4112 - Appointment and Conditions of Employment)

(cf. 4112.2 - Certification)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

A certificated employee may be hired by the district without obtaining a criminal record summary if that employee is employed as a certificated employee in another California school district and became a permanent employee of another California school district as of October 1, 1997. (Education Code 44830.1, 44836)

Pre-Employment Record Check

The Superintendent or designee shall require each person to be employed by the district to submit his/her fingerprints electronically through the Live Scan system so that a criminal record check may be conducted by the Department of Justice (DOJ). The Superintendent or designee shall provide the applicant with a Live Scan request form and a list of nearby Live Scan locations.

When a person is applying for a classified position, the Superintendent or designee shall request that the DOJ also obtain a criminal record check through the Federal Bureau of Investigation whenever the applicant meets one of the following conditions: (Education Code 45125)

1. The applicant has not resided in California for at least one year immediately preceding the application for employment.
2. The applicant has resided in California for more than one year, but less than seven years, and the DOJ has ascertained that the person was convicted of a sex offense where the victim was a minor or a drug offense where an element of the offense is either the distribution to or the use of a controlled substance by a minor.

The Superintendent or designee shall immediately notify the DOJ when an applicant who has submitted his/her fingerprints to the DOJ is not subsequently employed by the district. (Penal Code 11105.2)

Subsequent Arrest Notification

The Superintendent or designee shall enter into a contract with the DOJ to receive notification of subsequent arrests resulting in conviction of any person whose fingerprints have been submitted to the DOJ. (Education Code 44830.1, 45125; Penal Code 11105.2)

Upon telephone or email notification by the DOJ that a current temporary employee, substitute employee, or probationary employee serving before March 15 of his/her second probationary year has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place that employee on leave without pay. (Education Code 44830.1, 45122.1)

(cf. 4116 - Probationary/Permanent Status)
(cf. 4121 - Temporary/Substitute Personnel)

When the district receives written electronic notification by the DOJ of the fact of conviction, the temporary employee, substitute employee, or probationary employee serving before March 15 of his/her second probationary year shall be terminated automatically unless the employee challenges the DOJ record and the DOJ withdraws its notification in writing. Upon receipt of the written withdrawal of notification by the DOJ, the Superintendent or designee shall immediately reinstate that employee with full restoration of salary and benefits for the period of time from the suspension without pay to the reinstatement if the employee is still employed by the district.

(Education Code 44830.1, 45122.1)

The Superintendent or designee shall immediately notify the DOJ whenever a person whose fingerprints are maintained by the DOJ is terminated. (Penal Code 11105.2)

Notification of Applicant/Employee

The Superintendent or designee shall expeditiously furnish a copy of any DOJ notification to the applicant or employee to whom it relates if the information is a basis for an adverse employment decision. The copy shall be delivered in person or to the last contact information provided by the applicant or employee. (Penal Code 11105, 11105.2)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

Maintenance of Records

The Superintendent shall designate at least one custodian of records who shall be responsible for the security, storage, dissemination, and destruction of all Criminal Offender Record Information (CORI) furnished to the district and shall serve as the primary contact for the DOJ for any related issues. (Penal Code 11102.2)

An employee designated as custodian of records shall receive a criminal background check clearance from the DOJ prior to serving in that capacity. (Penal Code 11102.2)

The custodian of records shall sign and return to the DOJ the Employee Statement Form acknowledging his/her understanding of the laws prohibiting misuse of CORI. In addition, the custodian of records shall ensure that any individual with access to CORI has on file a signed Employee Statement Form.

To ensure its confidentiality, CORI shall be accessible only to the custodian of records and shall be kept in a locked file separate from other files. CORI shall be used only for the purpose for which it is requested and its contents shall not be disclosed or reproduced. (Education Code 44830.1, 45125)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

Once a hiring determination is made, the applicant's CORI shall be destroyed to the extent that the identity of the individual can no longer be reasonably ascertained. (Education Code 44830.1, 45125; 11 CCR 708)

The Superintendent or designee shall immediately notify the DOJ whenever a designated custodian of records ceases to serve in that capacity. (Penal Code 11102.2)

Interagency Agreement

Subject to an interagency agreement with other school districts, the district shall submit and receive CORI on behalf of all participating districts. (Education Code 44830.2, 45125.01)

Upon receipt from the DOJ of a report of conviction of a serious or violent felony, the district shall communicate that fact to participating districts and shall remove the affected employee from the common list of persons eligible for employment. (Education Code 44830.2, 45125.01)

In addition, upon receipt from the DOJ of a criminal history record or report of subsequent arrest for any person on a common list of persons eligible for employment, the district shall give notice to the superintendent of any participating district, or the person designated in writing by that superintendent, that the report is available for inspection on a confidential basis by the superintendent or the authorized designee. The report shall be made available at the district office for 30 days following the receipt of the notice. (Education Code 44830.2, 45125.01)

The district shall not release a copy of that information to any participating district or any other person. In addition, the district shall retain or dispose of the information in the manner specified in law and in this administrative regulation after all participating districts have had an opportunity to inspect it in accordance with law. (Education Code 44830.2, 45125.01)

The district shall maintain a record of all persons to whom the information has been shown and shall make this record available to the DOJ. (Education Code 44830.2, 45125.01)

~~The Superintendent or designee shall ensure that each person to be employed submits fingerprints, either electronically through the Live Scan system or on fingerprint identification cards, for processing by the Department of Justice. If the district is using the Live Scan system, the Superintendent or designee shall also provide the applicant with a Live Scan request form and a list of nearby Live Scan locations.~~

~~The Superintendent or designee shall ensure that no person is hired in a position requiring certification qualifications or supervising positions requiring certification qualifications who has been convicted of a violent or serious felony as listed in Penal Code 667.5(e) or 1192.7(e), unless that person has obtained a certificate of rehabilitation and a pardon. (Education Code 44830.1)~~

~~(ef. 4112—Appointment and Conditions of Employment)
(ef. 4112.2—Certification)~~

~~However, a certificated employee may be hired by the district, without obtaining a criminal record summary, if that employee became a permanent employee of another school district as of October 1, 1997. (Education Code 44830.1)~~

~~(ef. 4121—Temporary/Substitute Personnel)~~

~~Temporary Certificates of Clearance~~

~~Before issuing a temporary certificate of clearance to an applicant whose credential is being~~

~~processed, the Superintendent or designee shall obtain a criminal record summary from the Department of Justice. The Superintendent or designee shall not issue a temporary certificate of clearance if the applicant has been convicted of a violent or serious felony, unless the applicant has obtained a certificate of rehabilitation and pardon. (Education Code 44332, 44332.5, 44332.6)~~

~~The Superintendent or designee may issue a temporary certificate of clearance without obtaining a criminal record summary to an employee currently and continuously employed by a district within the county who is serving under a valid credential and has applied for a renewal of that credential or for an additional credential. (Education Code 44332.6)~~

~~The Superintendent or designee may issue a temporary certificate of clearance to a person who has been convicted of a serious felony that is not also a violent felony, if that person can prove to the sentencing court of the offense in question, by clear and convincing evidence, that he/she has been rehabilitated for the purposes of school employment for at least one year. (Education Code 44332.6)~~

~~Subsequent Arrest Notification~~

~~The Superintendent or designee shall request subsequent arrest notification from the Department of Justice as provided under Penal Code 11105.2. (Education Code 44830.1)~~

~~(cf. 4112.6/4212.6/4312.6—Personnel Files)~~

~~(cf. 4112.62/4212.62/4312.62—Maintenance of Criminal Offender Records)~~

~~Current Employees~~

~~The Superintendent or designee shall not retain in employment any current certificated employee who is a temporary employee, substitute employee or probationary employee serving before March 15 of the employee's second probationary year if he/she has been convicted of a violent or serious felony. (Education Code 44830.1)~~

~~Upon notification by the Department of Justice of such conviction, the Superintendent or designee shall immediately place that employee on leave without pay. (Education Code 44830.1)~~

~~When the district receives written electronic notification of the fact of conviction from the Department of Justice, the Superintendent or designee shall terminate that employee without regard to any other procedure for termination specified in the Education Code or district procedures, unless that employee has received a certificate of rehabilitation and a pardon. (Education Code 44830.1)~~

~~If the employee challenges the Department of Justice record and the Department of Justice withdraws in writing its notification, the Superintendent or designee shall immediately reinstate that employee with full restoration of salary and benefits for the period of time from the suspension without pay to the reinstatement. (Education Code 44830.1)~~

Legal Reference:

EDUCATION CODE

44010 Sex offense

44011 Controlled substance offense

44332-44332.6 Temporary certificate of clearance

~~44332 Temporary certificate~~

~~44332.5 Registering certificates by certain districts~~

~~44332.6 Criminal record check, county board of education~~

44346.1 Applicants for credential, conviction of a violent or serious felony

44830.1 Certificated employees, conviction of a violent or serious felony

44830.2 Certificated employees; interagency agreement for sharing criminal record information

44836 Conviction of a sex offense or controlled substance offense

45122.1 Classified employees, conviction of a violent or serious felony

45125 Use of personal identification cards to ascertain conviction of crime

45125.01 Classified employees; interagency agreements or controlled substance offense

45125.5 Automated records check

45126 Duty of Department of Justice to furnish information

PENAL CODE

~~667.5 Violent felonies~~Prior prison terms, enhancement of prison terms

~~1192.7 Serious felonies~~Plea bargaining limitation

1203.4 Dismissal of conviction

11075-11081 Criminal record dissemination

11102.2 Maintenance of criminal offender records; custodian of records

11105 Access to criminal history information

11105.2 Subsequent arrest notification

11105.3 Record of conviction involving sex crimes, drug crimes or crimes of violence; availability to employer for applicants for positions with supervisory or disciplinary power over minors

11140-11144 Furnishing of state criminal history information

13300-13305 Local summary criminal history information

CODE OF REGULATIONS, TITLE 11

701-708 Criminal offender record information

720-724 Incomplete criminal history information

994-994.15 Certification of individuals who take fingerprint impressions

COURT DECISIONS

Central Valley Chapter of the 7th Step Foundation Inc. v. Evelle J. Younger, (1989) 214 Cal. App. 3d 145

~~703 Release of criminal offender record information~~

~~708 Destruction of criminal offender record information~~

Management Resources:

WEB SITES

Office of the Attorney General, Department of Justice, Background Checks:

<http://www.oag.ca.gov/fingerprints>

~~Department of Justice/Attorney General's Office:~~ <http://www.caag.state.ca.us/app>

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

Regulation ROCKLIN UNIFIED SCHOOL DISTRICT

~~approved~~ adopted: October 16, 2002 Rocklin, California

revised: July 16, 2015

Exhibit
Criminal Record Check

Renumbered from
E 4312.62

E 4312.5
Personnel

USE OF CRIMINAL JUSTICE INFORMATION

As an employee/volunteer of School District, you may have access to confidential criminal record information which is controlled by state and federal statutes. Misuse of such information may adversely affect the individual's civil rights and violate constitutional rights of privacy. Penal Code 502 prescribes the penalties relating to computer crimes. Penal Code 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be disseminated. Penal Code 11140-11144 and 13301-13305 prescribe penalties for misuse of criminal history information. Government Code 6200 prescribes felony penalties for misuse of public records. Penal Code 11142 and 13300 state:

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor."

Civil Code 1798.53, Invasion of Privacy, states:

"Any person who intentionally discloses information, not otherwise public, which they know or should reasonably know was obtained from personal or confidential information maintained by a state agency or from records within a system of records maintained by a federal government agency, shall be subject to a civil action, for invasion of privacy, by the individual."

CIVIL, CRIMINAL, AND ADMINISTRATIVE PENALTIES:

*Penal Code 11141: DOJ furnishing to unauthorized person (misdemeanor)

*Penal Code 11142: Authorized person furnishing to other (misdemeanor)

*Penal Code 11143: Unauthorized person in possession (misdemeanor)

*California Constitution, Article I, Section 1 (Right to Privacy)

* Civil Code 1798.53, Invasion of Privacy

*Title 18 USC 641, 1030, 1951, and 1952

Any employee who is responsible for such misuse may be subject to immediate dismissal. Violations of this law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF CRIMINAL RECORD INFORMATION.

Signature _____ Date _____

Printed Name _____ Title _____

Rocklin Unified School District

PLEASE NOTE: Do not return this form to the DOJ. Your Custodian of Records should maintain these forms.

Adopted: July 16, 2015 Rocklin Unified School District

~~Administrative Regulation~~ ~~Maintenance Of Criminal Offender Records~~

AR 4112.62 DELETED AND
CONCEPTS MOVED TO AR 4112.5

~~AR 4112.62-~~ ~~Personnel~~

~~The Superintendent or designee shall ensure that criminal background checks on employees or prospective employees are conducted through the Department of Justice (DOJ) and that any criminal Offender Record Information (CORI) received is maintained in accordance with law.~~

~~(cf. 1240—Volunteer Assistance)
(cf. 3515.6—Criminal Background Checks for Contractors)
(cf. 4112.5/4312.5—Criminal Record Check)
(cf. 4112.6/4212.6/4312.6—Personnel Files)
(cf. 4212.5—Criminal Record Check)~~

~~To ensure its confidentiality, CORI shall be accessible only to the custodian of records and shall be kept in a locked file separate from other files. CORI shall be used only for the purpose for which it is requested and its contents shall not be disclosed or reproduced. (Education Code 44830.1, 45125)~~

~~Once a hiring determination is made, the records shall be destroyed to the extent that the identity of the individual can no longer be reasonably ascertained. (Education Code 44830.1, 45125; 11 CCR 708)~~

~~Any unauthorized release or reproduction of any criminal offender record or other violation of this administrative regulation may result in suspension, dismissal and/or criminal or civil action.~~

~~(cf. 4119.23/4219.23/4319.23—Unauthorized Release of Confidential/Privileged Information)
(cf. 9011—Disclosure of Confidential/Privileged Information)~~

~~Custodian of Records~~

~~The Superintendent shall designate an employee as custodian of records. Beginning July 1, 2011, any employee designated as custodian of records shall receive a criminal background check clearance from the DOJ prior to serving in that capacity. (Penal Code 11102.2)~~

~~The custodian of records shall sign and return to the DOJ the Employee Statement Form acknowledging an understanding of the laws prohibiting misuse of CORI. In addition, the custodian of records shall ensure that any individual with access to CORI has on file a signed Employee Statement Form.~~

~~The custodian of records shall be responsible for the security, storage, dissemination, and destruction of all CORI furnished to the district. He/she also shall serve as the primary contact~~

~~for the DOJ for any related issues. (Penal Code 11102.2)~~

~~By March 1, 2012, and by March 1 of every year thereafter, the Superintendent or designee shall notify the DOJ of the district's designated custodian of records. In addition, the Superintendent or designee shall immediately notify the DOJ whenever a designated custodian of records ceases to serve in that capacity. (Penal Code 11102.2)~~

~~Interagency Agreements~~

~~The designated district shall submit an interagency agreement to the DOJ to establish authorization to submit and receive CORI on behalf of all participating districts. (Education Code 44830.2, 45125.01)~~

~~In addition, upon receipt from the DOJ of a criminal history record or report of subsequent arrest for any person on a common list of persons eligible for employment, the district shall give notice to the superintendent of any participating district, or the person designated in writing by that superintendent, that the report is available for inspection on a confidential basis by the superintendent or the authorized designee. The report shall be made available at the district office for 30 days following the receipt of the notice. (Education Code 44830.2, 45125.01)~~

~~The district shall not release a copy of that information to any participating district or any other person. In addition, the district shall retain or dispose of the information in the manner specified in law and in this administrative regulation after all participating districts have had an opportunity to inspect it in accordance with law. (Education Code 44830.2, 45125.01)~~

~~The district shall maintain a record of all persons to whom the information has been shown. This record shall be available to the DOJ. (Education Code 44830.2, 45125.01)~~

~~Legal Reference:~~

~~EDUCATION CODE~~

~~44332 Temporary certificate~~

~~44332.6 Criminal record check, county board of education~~

~~44346.1 Applicants for credential, conviction of a violent or serious felony~~

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~~45125 Use of personal identification cards to ascertain conviction of crime~~

~~45125.01 Interagency agreements~~

~~45125.5 Automated records check~~

~~45126 Duty of Department of Justice to furnish information~~

~~49024 Activity Supervisor Clearance Certificates~~

~~PENAL CODE~~

~~667.5 Prior prison terms, enhancement of prison terms~~

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~~11140-11144 Furnishing of state criminal history information~~

~~13300-13305 Local summary criminal history information~~

~~CODE OF REGULATIONS, TITLE 11~~

~~701-708 Criminal offender record information~~

~~Management Resources:~~

~~WEB SITES~~

~~Office of the Attorney General, Department of Justice, Background Checks:~~

~~<http://www.ag.ca.gov/fingerprints>~~

~~Regulation ROCKLIN UNIFIED SCHOOL DISTRICT~~

~~approved: April 6, 2011 Rocklin, California~~

E 4112.62 RENUMBERED TO AR
4112.5

Exhibit

Maintenance Of Criminal Offender Records

E 4112.62-5

Personnel

SAMPLE EMPLOYEE STATEMENT FORM USE OF CRIMINAL JUSTICE INFORMATION

As an employee of Rocklin Unified School District, you may have access to confidential criminal record information which is controlled by state and federal statutes. Misuse of such information may adversely affect the individual's civil rights and violates constitutional rights of privacy. Penal Code 502 prescribes the penalties relating to computer crimes. Penal Code 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be disseminated. Penal Code 11140-11144 and 13301-13305 prescribe penalties for misuse of criminal history information. Government Code 6200 prescribes felony penalties for misuse of public record. Penal Code 11142 and 13300 state:

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor."

Civil Code 1798.53, Invasion of Privacy, states:

"Any person who intentionally discloses information, not otherwise public, which they know or should reasonably know was obtained from personal or confidential information maintained by a state agency or from records within a system of records maintained by a federal government agency, shall be subject to a civil action, for invasion of privacy, by the individual."

CIVIL, CRIMINAL, AND ADMINISTRATIVE PENALTIES:

*Penal Code 11141: DOJ furnishing to unauthorized person (misdemeanor)

*Penal Code 11142: Authorized person furnishing to other (misdemeanor)

*Penal Code 11143: Unauthorized person in possession (misdemeanor)

*California Constitution, Article I, Section 1 (Right to Privacy)

*Civil Code 1798.53, Invasion of Privacy

*Title 18 USC 641, 1030, 1951, and 1952

Any employee who is responsible for such misuse may be subject to immediate dismissal. Violations of this law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF CRIMINAL RECORD INFORMATION.

Signature _____ Date

Printed Name _____ Title

Name of District

PLEASE NOTE: Do not return this form to the DOJ. Your Custodian of Records should maintain these forms.

Exhibit ROCKLIN UNIFIED SCHOOL DISTRICT

~~version~~ Revised: ~~April 6, 2011~~ July 16, 2015 Rocklin, California

~~Administrative Regulation~~ ~~Maintenance Of Criminal Offender Records~~

AR 4212.62 DELETED AND
CONCEPTS MOVED TO AR 4212.5

~~AR 4212.62—~~ ~~Personnel~~

~~The Superintendent or designee shall ensure that criminal background checks on employees or prospective employees are conducted through the Department of Justice (DOJ) and that any criminal Offender Record Information (CORI) received is maintained in accordance with law.~~

~~(cf. 1240—Volunteer Assistance)
(cf. 3515.6—Criminal Background Checks for Contractors)
(cf. 4112.5/4312.5—Criminal Record Check)
(cf. 4112.6/4212.6/4312.6—Personnel Files)
(cf. 4212.5—Criminal Record Check)~~

~~To ensure its confidentiality, CORI shall be accessible only to the custodian of records and shall be kept in a locked file separate from other files. CORI shall be used only for the purpose for which it is requested and its contents shall not be disclosed or reproduced. (Education Code 44830.1, 45125)~~

~~Once a hiring determination is made, the records shall be destroyed to the extent that the identity of the individual can no longer be reasonably ascertained. (Education Code 44830.1, 45125; 11 CCR 708)~~

~~Any unauthorized release or reproduction of any criminal offender record or other violation of this administrative regulation may result in suspension, dismissal and/or criminal or civil action.~~

~~(cf. 4119.23/4219.23/4319.23—Unauthorized Release of Confidential/Privileged Information)
(cf. 9011—Disclosure of Confidential/Privileged Information)~~

~~Custodian of Records~~

~~The Superintendent shall designate an employee as custodian of records. Beginning July 1, 2011, any employee designated as custodian of records shall receive a criminal background check clearance from the DOJ prior to serving in that capacity. (Penal Code 11102.2)~~

~~The custodian of records shall sign and return to the DOJ the Employee Statement Form acknowledging an understanding of the laws prohibiting misuse of CORI. In addition, the custodian of records shall ensure that any individual with access to CORI has on file a signed Employee Statement Form.~~

~~The custodian of records shall be responsible for the security, storage, dissemination, and destruction of all CORI furnished to the district. He/she also shall serve as the primary contact for the DOJ for any related issues. (Penal Code 11102.2)~~

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~~The district shall not release a copy of that information to any participating district or any other person. In addition, the district shall retain or dispose of the information in the manner specified in law and in this administrative regulation after all participating districts have had an opportunity to inspect it in accordance with law. (Education Code 44830.2, 45125.01)~~

~~The district shall maintain a record of all persons to whom the information has been shown. This record shall be available to the DOJ. (Education Code 44830.2, 45125.01)~~

~~Legal Reference:~~

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~~Regulation—ROCKLIN UNIFIED SCHOOL DISTRICT~~

~~approved: April 6, 2011—Rocklin, California~~

E 4212.62 RENUMBERED TO AR
4212.5

Exhibit

Maintenance Of Criminal Offender Records

E 4212.62-5 Personnel

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"Any person who intentionally discloses information, not otherwise public, which they know or should reasonably know was obtained from personal or confidential information maintained by a state agency or from records within a system of records maintained by a federal government agency, shall be subject to a civil action, for invasion of privacy, by the individual."

CIVIL, CRIMINAL, AND ADMINISTRATIVE PENALTIES:

*Penal Code 11141: DOJ furnishing to unauthorized person (misdemeanor)

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*Penal Code 11143: Unauthorized person in possession (misdemeanor)

*California Constitution, Article I, Section 1 (Right to Privacy)

*Civil Code 1798.53, Invasion of Privacy

*Title 18 USC 641, 1030, 1951, and 1952

Any employee who is responsible for such misuse may be subject to immediate dismissal. Violations of this law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF CRIMINAL RECORD INFORMATION.

Signature _____ Date

Printed Name _____ Title

Name of District

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Exhibit ROCKLIN UNIFIED SCHOOL DISTRICT

~~version~~ Revised: ~~April 6, 2011~~ July 16, 2015 Rocklin, California

~~Administrative Regulation~~ ~~Maintenance Of Criminal Offender Records~~

AR 4312.62 DELETED AND
CONCEPTS MOVED TO AR 4312.5

~~AR 4312.62-~~

~~Personnel~~

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(cf. 3515.6 - Criminal Background Checks for Contractors)
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~~Regulation — ROCKLIN UNIFIED SCHOOL DISTRICT~~

~~approved: April 6, 2011 — Rocklin, California~~

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Exhibit

Maintenance Of Criminal Offender Records

E 4312.62-5

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Signature _____ Date

Printed Name _____ Title

Name of District

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Exhibit ROCKLIN UNIFIED SCHOOL DISTRICT

~~version~~ Revised: ~~April 6, 2011~~ July 16, 2015 Rocklin, California

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Agreement and Stipulation for Expulsions

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

When a pupil violates section(s) of the California Education Code, Rocklin Unified School District Board Policy and/or Administrative Regulation, site administration may decide to recommend the pupil for expulsion from the Rocklin Unified School District (based on recommended or mandatory infractions).

Status:

Site administration recommended and the District has concurred that sufficient evidence exists to expel Student 071515-01 and Student 071515-02 from the Rocklin Unified School District. All parties have signed the *Agreement and Stipulation for Expulsion* certifying that they have been made fully aware of their rights afforded by law and have freely executed the Agreement.

Presenter(s):

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

Financial Impact:

Current year: N/A

Future years: N/A

Funding source: N/A

Materials/Films:

None

Other People Who Might Be Present:

Deborah Sigman, Deputy Superintendent, Educational Services

Allotment of Time:

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

Packet Information:

Confidential student expulsion packets for the Board of Trustees.

Recommendation:

Staff recommends approval of the Agreement and Stipulation for Expulsion for Student 071515-01 and Student 071515-02.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

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

DEPARTMENT: Office of the Assistant Superintendent, Human Resources

Background:

The Board has approved the position of Assistant Principal, Rocklin Independent Charter Academy, at the June 24, 2015 board meeting. A thorough search has been completed to fill this position. Forty (40) candidates applied for the position and five (5) candidates were interviewed by a panel of five (5) on Friday, July 10, 2015. The final candidates were interviewed by Cabinet on Monday, July 13, 2015.

Status:

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

Presenter:

Colleen Slattery, Assistant Superintendent, Human Resources

Financial Impact:

Current year: N/A

Future years: N/A

Funding source: N/A

Materials/Films:

None

Other People Who Might Present:

None

Allotment of Time:

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

Packet Information:

None

Recommendation:

Approve appointment of Assistant Principal, Rocklin Independent Charter Academy (RICA) effective July 1, 2015.

ROCKLIN UNIFIED SCHOOL DISTRICT
BOARD AGENDA BRIEFING

SUBJECT: Appoint Director, Fiscal and Purchasing Services

DEPARTMENT: Office of the Assistant Superintendent, Human Resources

Background:

Matt Phillips, Director, Fiscal and Purchasing Services, has resigned effective July 10, 2015. A thorough search has been completed to fill his position. Six (6) candidates applied for the position and four (4) candidates were interviewed by a panel of four (4) on Monday, July 13, 2015. Final candidates were interviewed by Cabinet on Tuesday, July 14, 2015.

Status:

Staff recommends appointment of the selected candidate for the Director, Fiscal and Purchasing Services.

Presenter:

Colleen Slattery, Assistant Superintendent, Human Resources

Financial Impact:

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

Materials/Films:

None

Other People Who Might Present:

None

Allotment of Time:

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

Packet Information:

None

Recommendation:

Approve appointment of Director, Fiscal and Purchasing Services effective as soon as possible.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Resolution 15-16-02 – Rocklin Unified School District Approving the Community Facilities District (CFD) No. 1, Community Facilities District (CFD) No. 2 and Community Facilities District (CFD) No. 3 Tax Reports for Fiscal Year 2014-15 and Levying and Apportioning the Special Tax for Fiscal Year 2015-16 as Provided Therein.

DEPARTMENT: Office of the Deputy Superintendent, Business and Operations

Background:

Each year, in order to levy and collect the special taxes to meet bond obligations for the Community Facilities Districts, a Special Tax requirement review and calculation must be performed to determine Special Tax Revenues for each Community Facilities District which is presented in the form of a Special Tax Report.

Status:

Economic Planning Systems has prepared the CFD Tax Reports for 2015-16 which are included in the Board Packet. To meet bond obligations, the district will see Maximum Special Tax Revenues from CFD No. 1, CFD No. 2 and CFD No. 3 from veteran and non-veteran developed units and 25% of the Maximum Special Tax from undeveloped – approved units (also known as final map units). The district will not need to levy the back-up tax – 75% of the maximum Special tax on undeveloped-approved units to meet the fiscal year 2015-16 special tax requirement.

Presenter:

Barbara Patterson, Deputy Superintendent, Business & Operations

Financial Impact:

Current year: \$8,424,359.00
Future years: N/A
Funding source: N/A

Materials/Films: None

Other People Who Might Be Present:

Allotment of Time: 5 – 10 Minutes

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

Packet Information:

A copy of the resolution and the 2015-16 Tax Report.

Recommendation:

Staff recommends approval of the tax report and adoption of Resolution 15-16-02 for levying and apportioning the Special Tax for fiscal year 2015-16.

ROCKLIN UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 15-16-02

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE ROCKLIN UNIFIED SCHOOL DISTRICT APPROVING THE COMMUNITY FACILITIES DISTRICT NO. 1, COMMUNITY FACILITIES DISTRICT NO. 2, AND COMMUNITY FACILITIES DISTRICT NO. 3 TAX REPORT FOR FISCAL YEAR 2015-16 AND LEVYING AND APPORTIONING THE SPECIAL TAX FOR FISCAL YEAR 2015-16 AS PROVIDED THEREIN

WHEREAS, the Board of Trustees (the "Board") of the Rocklin Unified School District (the "District") has previously established the Rocklin Unified School District Community Facilities District No. 1 (the "CFD No. 1") pursuant to Resolution No. 88-89-13 (the "Resolution"), duly adopted by the Board on October 26, 1988, and the Rocklin Unified School District Community Facilities District No. 2 (the "CFD No. 2") pursuant to Resolution No. 90-91-03 (the Resolution), duly adopted by the Board on August 1, 1990, for the purpose of providing for the financing of certain Facilities in and for the District; and the Rocklin Unified School District Community Facilities District No. 3 (the "CFD No. 3") pursuant to Resolution No. 02-03-16 (the Resolution), duly adopted by the Board on February 5, 2003, for the purpose of providing for the financing of certain Facilities in and for the District; and

WHEREAS, on February 14, 1989, the qualified electors of the CFD No. 1, and on September 4, 1990, the qualified electors of CFD No. 2, and on February 5, 2003, the qualified electors of CFD No. 3, by landowner election, approved the levy of a special tax; and

WHEREAS, pursuant to Resolution No. 88-89-20, adopted by the Board on March 8, 1989, this Board authorized the issuance of \$80,000,000, and pursuant to Resolution No. 90-91-19, adopted by this Board on September 5, 1990, this Board authorized the issuance of \$26,000,000, and pursuant to Resolution No. 02-03-16, adopted by this Board on February 5, 2003, this Board authorized the issuance of \$36,000,000, principal amount of special tax bonds; and

WHEREAS, the bonds and interest therein will be payable from a special tax levied and collected in accordance with the Resolution; and

WHEREAS, on June 14, 1989, the Board enacted an ordinance approving the Rocklin Unified School District Community Facilities District No. 1 special tax and levying the special tax at the rates specified in the CFD No. 1 Rate and Method of Apportionment and apportioning them in the manner specified in the Resolution; and on July 22, 1991, the Board enacted an ordinance approving the Rocklin Unified School District Community Facilities District No. 2 special tax and levying the special tax at the rates specified in the CFD No. 2 Rate and Method of Apportionment and apportioning them in the manner specified in the Resolution; and

WHEREAS, on February 5, 2003, the Board enacted an ordinance approving the Rocklin Unified School District Community Facilities District No. 3 special tax and levying the special tax at the rates specified in the CFD No. 3 Rate and Method of Apportionment and apportioning them in the manner specified in the Resolution; and

WHEREAS, the Rocklin Unified School District Community Facilities District No. 1 Tax Report Fiscal Year 2015-16 (the "2015-16 Tax Report") has been submitted to the Board and the Board has determined to approve the 2015-16 Tax Report; and the

Rocklin Unified School District Community Facilities District No. 2 Tax Report Fiscal Year 2015-16 (the "2015-16 Tax Report") has been submitted to the Board and the Board has determined to approve the 2015-16 Tax Report; and the Rocklin Unified School District Community Facilities District No. 3 Tax Report Fiscal Year 2015-16 (the "2015-16 Tax Report") has been submitted to the Board and the Board has determined to approve the 2015-16 Tax Report, and

WHEREAS, pursuant to Section 53340 of the Government Code of the State of California, the Board is authorized to levy the special tax at the rates specified in the 2015-16 Tax Report, subject to final verification of the taxable parcel data, provided that a certified copy of this Resolution and a list of all parcels subject to the special tax with the 2015-16 Tax Report to be levied on each parcel is filed with the Placer County Auditor-Controller on or before *August 10, 2015*, unless prior written consent is obtained from the Placer County Auditor to file at a date later than *August 10, 2015*,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE ROCKLIN UNIFIED SCHOOL DISTRICT, AS FOLLOWS:

Section 1. The 2015-16 Tax Report, in the form submitted to this meeting and on file with the Board is hereby approved and adopted. The Superintendent of the District, or his designees, are hereby authorized to make changes to the 2015-16 Tax Report before it is filed with the Placer County Auditor as provided in Section 3 and to make changes in response to appeals from taxpayers in order to correct errors in the application of the special tax to particular parcels.

Section 2. Pursuant to Section 53340 of the Government Code of the State of California, a special tax is hereby levied at the rates specified in the 2015-16 Tax Report, as adjusted based upon the final verification of the taxable parcel data, and is hereby apportioned in the manner specified in the Resolution (and as more particularly described in the 2015-16 Tax Report).

Section 3. The Clerk of the District shall deliver a certified copy of this resolution together with a list of all parcels subject to the special tax levy with the 2015-16 Tax Report to the Placer County Auditor not later than *August 10, 2015*.

Section 4. The Clerk of this Board of Trustees is hereby directed to enter this resolution on the minutes of this Board of Trustees, which shall constitute the official action of this Board of Trustees.

PASSED AND ADOPTED by the Board of Trustees of the Rocklin Unified
School District this 16th day of July 2015, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

**President of the Board of Trustees of the
Rocklin Unified School District**

ATTEST:

**Clerk of the Board of the
Rocklin Unified School District**

CLERK'S CERTIFICATE

I, _____, Secretary of the Board of Trustees of the Rocklin Unified School District, do hereby certify as follows:

The foregoing resolution is a full, true, and correct copy of a resolution duly adopted at a special meeting of the Board of Trustees of said District duly held at the regular meeting place thereof on the 16th day of July 2015, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present, and that at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

An agenda for said meeting was posted at least seventy-two (72) hours before said meeting at 2615 Sierra Meadows Drive, Rocklin, California 95677, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda.

I have carefully compared the foregoing with the original minutes of said meeting on file and of record in my office, and the foregoing is a full, true, and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified, or rescinded since the date of its adoption and the same is now in full force and effect.

Dated: July 16, 2015

Secretary of the Board of Trustees of the
Rocklin Unified School District

[SEAL]

July 16, 2015

Honorable Board of Trustees
Rocklin Unified School District
State of California

Subject: Rocklin Unified School District
Community Facilities District No. 1, Community Facilities District No. 2, and
Community Facilities District No. 3
Levy of Special Tax for Fiscal Year 2015-16

Members in Session:

RECOMMENDATION

It is recommended that you:

- 1) Consider the attached Rocklin Unified School District Community Facilities District No. 1, Community Facilities District No. 2, and Community Facilities District No. 3 Tax Reports for Fiscal Year 2015-16. The tax report has four exhibits: Special Tax Requirement Calculation, and Apportionment of the Special Taxes to Land Use Classifications for CFD No. 1, CFD No. 2, and CFD No. 3. These exhibits are supported by the three attached schedules.
- 2) Introduce and approve the Rocklin Unified School District Community Facilities District No. 1, Community Facilities District No. 2, and Community Facilities District No. 3 Tax Report for Fiscal Year 2015-16.

DISCUSSION

The Rocklin Unified School District Community Facilities District No. 1 (hereafter, CFD No. 1) Special Tax was approved by Resolution No. 88-89-13, adopted October 26, 1988 and confirmed by a landowner election held on February 14, 1989. Subsequently, the Rocklin Unified School District Community Facilities District No. 2 (hereafter CFD No. 2) was approved By Resolution No. 90-91-03, adopted August 1, 1990 and confirmed by the landowner election held on September 4, 1990. As authorized by the ballot measures

approved by the qualified electors, the Resolutions, and other documents; the special tax levies for each CFD may be used for annual debt service requirements, replenishment of the reserve fund, future debt service for authorized projects, anticipated tax delinquencies, CFD Administration, and pay-as-you-go expenditures.

Rocklin Unified School District CFD No. 3 (hereafter, CFD No. 3) was formed through Resolution No. 02-03-16 on February 5, 2003. CFD No. 3 is authorized to issue \$36.0 million in CFD bonds. The special tax was levied for the first time on developed parcels in Fiscal Year 2005-06.

In 1990, the District issued Special Tax Bonds in the principal amount of \$9,330,000 to finance the construction of the Antelope Creek and Cobblestone Schools.

In October of 1991, the District issued special tax bond anticipation notes in the principal amount of \$2,810,000 to finance the acquisition of sites of the Cobblestone and Casa Grande Elementary Schools.

To finance the construction of the Breen School, the District undertook a financing program which included the issuance of 1993 Special Tax Notes (\$6,985,000) and a lease/purchase program with Stanford Ranch for the School Site.

In November of 1996, the District refunded the 1990 Bonds, and the 1993 Notes, and financed the payoff of the lease/purchase agreement through the issuance of the 1996 Bonds in the amount of \$18,440,000. The 1996 Bonds were also used to fund planning and design of the Twin Oaks Elementary School, and to acquire relocatable classrooms.

The 1998 Special Tax Bonds (\$13,781,144.40) were issued to fund construction of the Twin Oaks School, the acquisition of property for the Sierra Elementary School, and fund planning and design of Sierra and Valley View Elementary Schools, and the prepayment of a portion of the outstanding principal of the Certificates of Participation, Series 1997.

In 2000, the District issued additional bonds (\$16,415,789.60) to fund construction of the Sierra and Valley View Elementary Schools, and to enlarge the multi-purpose room and construct classrooms at Parker Whitney Elementary School.

Series 2001 Bonds in the amount of \$11,498,772.95 were issued in November of 2001. Bonds were issued to provide funds for the construction of the Rock Creek Elementary School, acquisition of property for Ruhkala Elementary School, the planning and design of Ruhkala Elementary School, and the current refunding of the outstanding principal of the 1997 Certificates.

In May of 2004 Special Tax Bonds in the amount of \$13,115,000 were issued. Bonds were issued to provide funds for construction of Ruhkala Elementary School and the acquisition of property for Sunset Ranch Elementary School.

In November of 2007 CFD No. 1 Special Tax Bonds in the amount of \$6,793,380.65 were issued to finance a portion of the costs to acquire the property for Sunset Ranch Elementary School and to construct the school. CFD No. 1 Refunding Bonds were issued in the amount of \$26,625,000 to provide funds for the current refunding of Series 1996 Bonds and the advanced refunding of a portion of Series 2000 Bonds. CFD No. 2 Bonds in the amount of \$12,309,967.60 were issued to acquire a portion of the Sunset Ranch Elementary School and to construct the school.

To meet bond obligations for Series 1998 Refunding Bonds, Series 2001 Bonds, Series 2004 Bonds, CFD No. 1 Refunding 2007 Bonds, CFD No. 1 2007 Bonds, and CFD No. 2 Bonds, the District will seek Maximum Special Tax Revenues from CFD No. 1, CFD No. 2, and CFD No. 3 from veteran and non-veteran developed units and 25% of the Maximum Special Tax from undeveloped-approved units (also known as final map units). The District will not need to levy the back-up tax – 75% of the Maximum Special Tax on undeveloped-approved units to meet the Fiscal Year 2015-16 special tax requirement. Although the District has the right to levy the special tax on planned units (residential property without a final map), the District has elected not to tax these units this year and to avoid taxing such property in future years, if at all possible.

Exhibit 1 shows the combined Special Tax Requirement for CFD No. 1, CFD No. 2, and CFD No. 3 for FY 2015-16. The total special tax requirement for CFD No. 1 is \$6,382,239.16, \$860,087.36 for CFD No. 2, and \$1,182,032.48 for CFD No. 3. **Exhibit 2** shows the apportionment of the Special Tax for CFD No. 1. **Exhibit 3** shows the apportionment of the Special Tax for CFD No. 2. **Exhibit 4** shows the apportionment of the Special Tax for CFD No. 3. The remainder of this discussion will describe how these summary Exhibits were calculated based on the supporting schedules.

Exhibit 1 lists all of the 2015-16 annual costs for CFD No. 1, CFD No. 2, and CFD No. 3. These costs include debt service on the Series 1998 Refunding Bonds, Series 2001 Bonds, Series 2004 Bonds, CFD No. 1 Refunding 2007 Bonds, CFD No. 1 2007 Bonds, and CFD No. 2 2007 Bonds, paying agent expenses, estimated CFD Administrative Costs, anticipated construction costs, funding the Project Fund, an allowance for contingencies and an allowance for delinquencies. For 2015-16, the total annual costs are \$8,424,359.00.

Schedule 1 shows the current combined special tax fund balance and the remaining obligations of these funds for the 2014-15 fiscal year. Note that special tax revenues from the 2014-15 fiscal year are used to pay the September 1, 2015 principal and interest on

outstanding bonds. Special tax revenues not needed for payment of debt service will be used for other authorized costs of the CFD. In this case, the special taxes will be used to fund the construction of future school facilities, as required. The schedule shows that there will be no carryover balance available for the 2015-16 levy. The projected balance in the special tax fund as of September 30, 2015 will be zero.

Schedule 2 provides a more detailed breakdown of the \$114,437 in administrative costs.

Schedule 3 shows the status of the past special tax levies for CFD No. 1, CFD No. 2, and CFD No. 3 and the delinquency rates.

The Rate and Method of Apportionment for CFD No. 1, CFD No. 2, and CFD No. 3 specifies the formula to annually set the levy for the special tax. The tax formula specifies that to meet the outstanding bond obligation, the tax will be levied at 100% of the tax rate on veteran and non-veteran developed parcels and 25% of the developed tax rate for Undeveloped Approved Parcels. (Parcels become Veteran after paying the special tax for five years as a developed parcel.) As of 2015-16 there are 5,596 single family veteran parcels and 2,534 multi-family veteran parcels in CFD No. 1. There are 804 single family veteran and 216 multifamily veteran units in CFD No. 2. In addition, there are 163 single family non-veteran and 249 multifamily non-veteran units in CFD No. 1. In CFD No. 2 there are 47 single family non-veteran and no multifamily non-veteran units.

CFD No. 3 has 856 single family veteran parcels and 435 multifamily veteran parcels. In addition, CFD No. 3 has 336 non-veteran developed parcels, and no multifamily non-veteran units.

The Special Tax Formula stipulates that parcels in CFD No. 1 are obligated to pay the Special Tax for 22 years from the time of building permit issuance. There are a total of 1,327 single family units and 188 multifamily units in CFD No. 1 that have fulfilled the Special Tax obligation and are no longer subject to the annual Special Tax. These parcels have been removed from the tax roll for FY 2015-16.

The special tax obligation for CFD No. 2 is 25 years, and for CFD No. 3 it is 30 years.

The tax formula further specifies that undeveloped approved parcels are subject to back-up maximum annual special tax equal to the Maximum Special Tax for developed parcels if revenues from developed parcels (both veteran and non-veteran) are insufficient to meet annual costs. (An undeveloped approved parcel is a parcel for which a final map has been recorded.) The Rate and Method of Apportionment has special tax rates for several other land use classifications, but there were no parcels identified for these classifications.

EPS evaluated the land uses within CFD No. 1, CFD No. 2, and CFD No. 3 as of June 1, 2015. This review identified the following taxable units:

<u>Taxable Unit Type</u>	Ex 2	Ex 3	Ex 4	<u>Total</u>
	CFD	CFD	CFD	
	<u>No. 1</u>	<u>No. 2</u>	<u>No. 3</u>	
Single Family Developed (Non-Veteran)	163	47	336	546
Single Family Developed (Veteran)	5,596	804	856	7,256
Multi-Family Developed (Non-Veteran)	249	0	0	249
Multi-Family Developed (Veteran)	2,534	216	435	3,185
Single Family Undeveloped Approved	130	36	343	509

The FY 2015-16 tax rate for single family developed units (with building permits) in CFD No. 1 and CFD No. 2 is \$888.52 and the tax rate for multifamily developed units (with building permits) is \$444.26. The FY 2015-16 tax rate for single family undeveloped approved parcels in CFD No. 1 and CFD No. 2 is \$222.13 per unit.

The FY 2015-16 tax rate for single family developed units in CFD No. 3 is \$790.48, and for multifamily developed units is \$395.30. The FY 2015-16 tax rate for single family undeveloped approved parcels in CFD No. 3 is \$197.74 per unit. Tax rates for all three CFDs were the same in all tax categories at the time CFD No. 3 was formed and first authorized to levy a tax in FY 2003-04. Since FY 2003-04, tax rates in CFD No. 1 and CFD No. 2 have been escalated at 3% annually. Tax rates in CFD No. 3 are escalated at 2% annually in accordance with the tax formula for CFD No. 3.

Based on the number of total taxable units shown above and the FY 2015-16 tax rates, the total special tax revenues from the Base Tax Levy excluding Veteran Parcels will be \$667,510 (Base Tax Levy means the revenues available before the addition of any back-up taxes.) Because these revenues are insufficient to cover Annual Costs for 2015-16, the District will tax the Veteran Parcels at their maximum. The District will not need to levy the back up special tax on Single Family Undeveloped Approved parcels.

The special tax for CFD No. 1 will be a line item on the property tax bill designated as the "Rocklin Unified School District Community Facilities District No. 1 Special Tax." The total special tax required to be collected for Fiscal Year 2015-16 is \$6,382,239.16, and will be apportioned among the various parcels based on the land use of each parcel as of June 1, 2015. Exhibit 2 shows the apportionment for Community Facilities District No. 1.

The special tax for CFD No. 2 will be a line item on the property tax bill designated as the "Rocklin Unified School District Community Facilities District No. 2 Special Tax." The total

special tax required to be collected for Fiscal Year 2015-16 is \$860,087.36 and will also be apportioned among the various parcels based on the land use of each parcel as of June 1, 2015. **Exhibit 3** shows the apportionment for Community Facilities District No. 2.

The special tax for CFD No. 3 will be a line item on the property tax bill designated as the "Rocklin Unified School District Community Facilities District No. 3 Special Tax." The total special tax required to be collected for Fiscal Year 2015-16 is \$1,182,032.48 and will also be apportioned among the various parcels based on the land use of each parcel as of June 1, 2015. **Exhibit 4** shows the apportionment for Community Facilities District No. 3.

Therefore, in support of the special tax collected on the 2015-16 property tax roll, it is my recommendation that the Board introduce and approve the tax reports today.

Sincerely,

Roger Stock
Superintendent

Attachments

cc: Andrew Sisk, Placer County Auditor-Controller
Jenine Windeshausen, Placer County Treasurer-Tax Collector

Exhibit 1

**Rocklin Unified School District - Community Facilities Districts No. 1, No. 2, and No. 3
Tax Report - Fiscal Year 2015-16
Fiscal Year 2015-16 Special Tax Requirement (as of 6/1/2015)**

Item	Amount
Anticipated Ending Balance in Special Tax Fund	\$0.00
- See Schedule 1	
Annual Costs	
Estimated Debt Service on 1998 Refunding Bonds	
Due March 1, 2016	\$68,681.25
Due September 1, 2016	\$1,008,681.25
Estimated Debt Service on 2001 Bonds	
Due March 1, 2016	\$0.00
Due September 1, 2016	\$1,015,000.00
Estimated Debt Service on 2004 Bonds	
Due March 1, 2016	\$235,972.50
Due September 1, 2016	\$735,972.50
Estimated Debt Service on CFD 1 Refunding 2007 Bonds	
Due March 1, 2016	\$208,403.13
Due September 1, 2016	\$2,468,403.13
Estimated Debt Service on CFD 1 2007 Bonds	
Due March 1, 2016	\$71,100.00
Due September 1, 2016	\$486,100.00
Estimated Debt Service on CFD 2 2007 Bonds	
Due March 1, 2016	\$0.00
Due September 1, 2016	\$690,000.00
Estimated FY 2015-16 CFD Administrative Costs	\$114,437.00
- See Schedule 2	
Allowance for Contingencies (10% of Estimated Admin. Costs)	\$11,443.70
Allowance for Delinquencies (Assumes 5% of Tax Levy)	\$421,217.95
<i>Transfer to Project Fund</i>	\$888,946.59
Total Annual Costs	\$8,424,359.00
Less Ending Balance in Special Tax Fund	\$0.00
Adjusted Total Annual Costs	\$8,424,359.00
Special Tax Requirement for CFD No. 1, CFD No. 2, and CFD No. 3	\$8,424,359.00
2015-16 CFD No. 1 Special Tax Requirement	\$6,382,239.16
2015-16 CFD No. 2 Special Tax Requirement	\$860,087.36
2015-16 CFD No. 3 Special Tax Requirement	\$1,182,032.48
Projected Reserve/(Shortfall)	\$0.00

Exhibit 2

**Rocklin Unified School District - Community Facilities District No. 1
Tax Report - Fiscal Year 2015-16
Apportionment of Special Tax by Land Use (as of 6/1/2015)**

Land Use	Units As of 6/1/2015	Maximum Special Tax	Special Tax Revenue
Base Tax Levy			
(1) Developed Parcels			
Single Family	163	\$888.52	\$144,828.76
Duplex/Half Plex	0	\$666.38	\$0.00
Multi-Family	249	\$444.26	\$110,620.74
Mobile Home	0	\$222.13	\$0.00
(2) Undeveloped-Approved Parcels			
Single Family	130	\$222.13	\$28,876.90
Duplex/Half Plex	0	\$166.59	\$0.00
Mobile Home	0	\$55.53	\$0.00
(3) Undeveloped-Vacant Parcels	- not subject to tax until all other tax groups are taxed at max rates.		
Subtotal - Base Levy Excluding Veteran Parcels			\$284,326.40
(4) Veteran Developed Parcels - Taxed at 100%			
Single-Family	5,596	\$888.52	\$4,972,157.92
Multi-Family	2,534	\$444.26	\$1,125,754.84
Total Base Tax Levy	8,672		\$6,382,239.16
Backup Tax Levy			
(1) Developed Parcels	- not subject to backup tax		
(2) Undeveloped-Approved Parcels			
Single Family	130	\$0.00	\$0.00
Duplex/Half Plex	0	\$0.00	\$0.00
Mobile Home	0	\$0.00	\$0.00
(3) Undeveloped-Vacant Parcels	- not subject to tax until all other tax groups are taxed at max rates.		
Total Backup Tax Levy			\$0.00
Total Tax Levy			\$6,382,239.16
Parcels that Fulfilled Special Tax Obligation as of June 1, 2015			
Single-Family	1,327		
Multi-Family	188		
Total	1,515		

"RUSD_CFD_1"

Exhibit 3

**Rocklin Unified School District - Community Facilities District No. 2
Tax Report - Fiscal Year 2015-16
Apportionment of Special Tax by Land Use (as of 6/1/2015)**

Land Use	Units As of 6/1/2015	Maximum Special Tax	Special Tax Revenue
Base Tax Levy			
(1) Developed Parcels			
Single Family	47	\$888.52	\$41,760.44
Duplex/Half Plex	0	\$666.38	\$0.00
Multi-Family	0	\$444.26	\$0.00
Mobile Home	0	\$222.13	\$0.00
(2) Undeveloped-Approved Parcels			
Single Family	36	\$222.13	\$7,996.68
Duplex/Half Plex	0	\$166.59	\$0.00
Mobile Home	0	\$55.53	\$0.00
(3) Undeveloped-Vacant Parcels	- not subject to tax until all other tax groups are taxed at max rates.		
Subtotal - Base Levy Excluding Veteran Parcels			\$49,757.12
(4) Veteran Developed Parcels - Taxed at 100%			
Single-Family	804	\$888.52	\$714,370.08
Multi-Family	216	\$444.26	\$95,960.16
Total Base Tax Levy	1,103		\$860,087.36
Backup Tax Levy			
(1) Developed Parcels	- not subject to backup tax		
(2) Undeveloped-Approved Parcels			
Single Family	36	\$0.00	\$0.00
Duplex/Half Plex	0	\$0.00	\$0.00
Mobile Home	0	\$0.00	\$0.00
(3) Undeveloped-Vacant Parcels	- not subject to tax until all other tax groups are taxed at max rates.		
Total Backup Tax Levy			\$0.00
Total Tax Levy			\$860,087.36

"RUSD_CFD_2"

Exhibit 4

**Rocklin Unified School District - Community Facilities District No. 3
Tax Report - Fiscal Year 2015-16
Apportionment of Special Tax by Land Use (as of 6/1/2015)**

Land Use	Units As of 6/1/2015	Maximum Special Tax	Special Tax Revenue
Base Tax Levy			
(1) Developed Parcels			
Single Family	336	\$790.48	\$265,601.28
Duplex/Half Plex	0	\$592.90	\$0.00
Multi-Family	0	\$395.30	\$0.00
Mobile Home	0	\$197.74	\$0.00
(2) Undeveloped-Approved Parcels			
Single Family	343	\$197.74	\$67,824.82
Duplex/Half Plex	0	\$148.36	\$0.00
Mobile Home	0	\$49.52	\$0.00
(3) Undeveloped-Vacant Parcels	- not subject to tax until all other tax groups are taxed at max rates.		
Subtotal - Base Levy Excluding Veteran Parcels			\$333,426.10
(4) Veteran Developed Parcels - Taxed at 0%			
Single-Family	856	\$790.48	\$676,650.88
Multi-Family	435	\$395.30	\$171,955.50
Total Base Tax Levy	1,970		\$1,182,032.48
Backup Tax Levy			
(1) Developed Parcels	- not subject to backup tax		
(2) Undeveloped-Approved Parcels			
Single Family	343	\$0.00	\$0.00
Duplex/Half Plex	0	\$0.00	\$0.00
Mobile Home	0	\$0.00	\$0.00
(3) Undeveloped-Vacant Parcels	- not subject to tax until all other tax groups are taxed at max rates.		
Total Backup Tax Levy			\$0.00
Total Tax Levy			\$1,182,032.48

"RUSD_CFD_3"

Schedule 1

**Rocklin Unified School District - Community Facilities Districts No. 1, No. 2, and No. 3
Tax Report - Fiscal Year 2015-16
Current Status of 2014-15 Levy**

<u>Item</u>	<u>Amount</u>
Current Special Tax Fund Balance 6/30/15	\$7,519,969.00
Less Payables	\$0.00
Adjusted Special Tax Fund Balance	\$7,519,969.00
Special Tax Fund Obligation Prior to 2014-15 Tax Levy	
Debt Service on 1998 Bonds - Due September 1, 2015	\$979,262.50
Debt Service on 2001 Bonds - Due September 1, 2015	\$990,000.00
Debt Service on 2004 Bonds - Due September 1, 2015	\$696,097.50
Debt Service on Refunding CFD 1 2007 Bonds - Due September 1, 2015	\$2,605,403.13
Debt Service on CFD 1 2007 Bonds - Due September 1, 2015	\$530,100.00
Debt Service on CFD 2 2007 Bonds - Due September 1, 2015	\$606,900.00
Available for Transfer to the Project Fund	\$1,112,205.87
Total Remaining Obligations	\$7,519,969.00
Anticipated Ending Balance in Special Tax Fund 9/30/15	\$0.00

"14-15stat"

Schedule 2

**Rocklin Unified School District - Community Facilities Districts No. 1, No. 2, & No. 3
Tax Report - Fiscal Year 2015-16
Estimated Administration Costs**

Anticipated FY 2015-16 CFD Administrative Costs

Placer County - Place Special Tax on Roll	\$84,437
Economic & Planning Systems - Calculate Taxes, Maintain Parcel List, prepare Tax Report, and Record and Report on Tax Delinquencies	\$18,000
RUSD Administrative Costs	\$12,000
Technical Assistance (1)	\$0
Total FY 2015-2016 Administrative Costs	\$114,437

(1) EPS may hire a subconsultant to provide GIS presentations.

"admin"

Schedule 3
ROCKLIN UNIFIED SCHOOL DISTRICT - COMMUNITY FACILITIES DISTRICTS NO. 1, NO. 2, AND NO. 3
SPECIAL TAX COLLECTION AND DELINQUENCY RATES

Fiscal Year Ending	CFD No. 1			CFD No. 2			CFD No. 3			Combined CFDs			
	Special Tax Levy	Delinquent Amount	Delinquency Rate	Special Tax Levy	Delinquent Amount	Delinquency Rate	Special Tax Levy	Delinquent Amount	Delinquency Rate	Special Tax Levy	Delinquent Amount	Delinquency Rate	
1991	[1]	\$246,978	\$10,228	4.1%	--	--	--	--	--	--	\$246,978	\$10,228	4.1%
1992	[2]	\$642,364	\$44,673	7.0%	\$23,594	\$0	0.0%	--	--	--	\$665,958	\$44,673	6.7%
1993	[3]	\$831,619	\$63,727	7.7%	\$40,262	\$3,185	7.9%	--	--	--	\$871,881	\$66,912	7.7%
1994	[4]	\$1,105,484	\$36,887	3.3%	\$57,036	\$696	1.2%	--	--	--	\$1,162,520	\$37,583	3.2%
1995	[5]	\$1,328,261	\$53,493	4.0%	\$58,747	\$477	0.8%	--	--	--	\$1,387,008	\$53,970	3.9%
1996	[6]	\$1,463,027	\$20,169	1.4%	\$117,574	\$738	0.6%	--	--	--	\$1,580,601	\$20,907	1.3%
1997	[7]	\$1,537,070	\$38,494	2.5%	\$121,101	\$2,534	2.1%	--	--	--	\$1,658,171	\$41,028	2.5%
1998	[8]	\$1,568,306	\$37,796	2.4%	\$124,734	\$4,179	3.4%	--	--	--	\$1,693,040	\$41,975	2.5%
1999	[9]	\$2,166,148	\$17,020	0.8%	\$260,086	\$1,613	0.6%	--	--	--	\$2,426,234	\$18,633	0.8%
2000	[10]	\$2,199,066	\$22,809	1.0%	\$186,712	\$714	0.4%	--	--	--	\$2,385,778	\$23,523	1.0%
2001	[11]	\$3,353,063	\$29,085	0.9%	\$294,271	\$2,281	0.8%	--	--	--	\$3,647,334	\$31,366	0.9%
2002	[12]	\$3,749,445	\$70,344	1.9%	\$294,734	\$6,241	2.1%	--	--	--	\$4,044,179	\$76,585	1.9%
2003	[13]	\$4,280,658	\$47,117	1.1%	\$359,545	\$4,235	1.2%	--	--	--	\$4,640,203	\$51,352	1.1%
2004	[14]	\$4,856,130	\$69,804	1.4%	\$392,149	\$2,960	0.8%	--	--	--	\$5,248,279	\$72,764	1.4%
2005	[15]	\$5,139,854	\$48,783	0.9%	\$535,488	\$4,734	0.9%	--	--	--	\$5,675,342	\$53,517	0.9%
2006	[16]	\$5,331,763	\$134,418	2.5%	\$590,563	\$31,206	5.3%	\$44,902	\$648	1.4%	\$5,967,228	\$166,272	2.8%
2007	[17]	\$5,504,387	\$208,267	3.8%	\$609,309	\$34,380	5.6%	\$304,245	\$6,283	2.1%	\$6,417,940	\$248,930	3.9%
2008	[18]	\$5,683,795	\$180,239	3.2%	\$644,236	\$48,134	7.5%	\$548,651	\$18,636	3.4%	\$6,876,682	\$247,009	3.6%
2009	[19]	\$5,913,894	\$210,049	3.6%	\$703,657	\$32,149	4.6%	\$903,854	\$20,128	2.2%	\$7,521,405	\$262,326	3.5%
2010	[20]	\$6,064,579	\$236,937	3.9%	\$689,614	\$30,190	4.4%	\$821,956	\$20,046	2.4%	\$7,576,148	\$287,173	3.8%
2011	[21]	\$6,263,732	\$114,104	1.8%	\$710,874	\$13,030	1.8%	\$897,459	\$11,276	1.3%	\$7,872,064	\$138,410	1.8%
2012	[22]	\$6,458,803	\$96,814	1.5%	\$733,390	\$8,190	1.1%	\$900,614	\$7,850	0.9%	\$8,092,807	\$112,855	1.4%
2013	[23]	\$6,426,291	\$68,607	1.1%	\$758,031	\$7,420	1.0%	\$956,633	\$6,332	0.7%	\$8,140,954	\$82,358	1.0%
2014	[24]	\$6,194,089	\$60,203	1.0%	\$789,562	\$9,107	1.2%	\$1,025,163	\$7,978	0.8%	\$8,008,813	\$77,288	1.0%
2015	[25]	\$6,285,411	\$50,464	0.8%	\$819,724	\$5,715	0.7%	\$1,069,888	\$6,975	0.7%	\$8,175,022	\$63,154	0.8%

del

[1] As of June 1, 1991
[2] As of June 1, 1992
[3] As of June 20, 1993
[4] As of July 7, 1994
[5] As of July 11, 1995
[6] As of September 3, 1996

[7] As of June 30, 1997
[8] As of February 19, 1998
[9] As of July 7, 1999
[10] As of June 30, 2000
[11] As of July 2, 2001
[12] As of May 23, 2002

[13] As of July 20, 2003
[14] As of August 18, 2004
[15] As of August 8, 2005
[16] As of June 7, 2006
[17] As of June 7, 2007
[18] As of June 25, 2008

[19] As of June 7, 2009
[20] As of June 2, 2010
[21] As of June 1, 2011
[22] As of June 1, 2012.
[23] As of May 30, 2013.
[24] As of May 30, 2014.

[25] As of June 2, 2015.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Board Policy 5117 and Administrative Regulation 5117 Interdistrict Attendance
DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

Revisions to Board Policy (BP 5117) and Administrative Regulation (AR 5117) Interdistrict attendance have been made in accordance with California School Boards Association (CSBA) and California *Education Code*.

Status:

BP/AR 5117 have been updated to reflect current California statutes and regulations governing interdistrict attendance. The RUSD develops policies and administrative regulations that are consistent with recommendations from CSBA. The changes brought forward help to clarify and delineate current processes and procedures in place.

Presenter(s):

Deborah Sigman, Deputy Superintendent, Educational Services

Financial Impact:

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

Material/Films:

None

Other People Who Might Present:

Karen Huffines, Director, Elementary Programs and School Leadership
Martin Flowers, Director, Secondary Programs and School Leadership

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

Packet Information Item:

Edited versions of BP/AR 5117, Interdistrict Attendance

Recommendation:

Staff recommends approval of revisions to BP/AR 5117 Interdistrict Attendance

Rocklin USD

Board Policy

Interdistrict Attendance

BP 5117
Students

The Board of Trustees recognizes that parents/guardians of students who reside in one district may, for a variety of reasons, choose to attend enroll their child in a school in another district, and that such choices are made for a variety of reasons.

(cf. 0520.3 - Title I Program Improvement Districts)

(cf. 5111.12 - Residency Based on Parent/Guardian Employment)

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5118 - Open Enrollment Act Transfers)

Interdistrict Attendance Permits

The Board may enter into an agreement with any other school district, for a term not to exceed five school years, for the interdistrict attendance of students who are residents of the districts. (Education Code 46600)

The agreement shall specify the terms and conditions under which interdistrict attendance shall be permitted or denied. It also may contain standards agreed to by both districts for reapplication and/or revocation of the student's permit. (Education Code 46600)

Upon receiving a permit for transfer into the district that has been approved by the student's district of residence, or upon receiving a written request from the parent/guardian of a district student who wishes to enroll in another district, the Superintendent or designee shall review the request and may approve or deny the permit subject to the terms and conditions of the interdistrict attendance agreement.

The Board desires to communicate with parents/guardians and students regarding the educational programs and services that are available in the district.

Upon request by students' parents/guardians, the Superintendent or designee may approve interdistrict attendance permits with other districts on a case-by-case basis to meet individual student needs.

The Superintendent or designee shall ensure that the interdistrict attendance permits specify the terms and conditions agreed to by both districts for the granting, denial, or revocation of the permit as well as the standards for reapplication.

The Superintendent or designee may deny the granting of an interdistrict attendance permit because of overcrowding within district schools or limited district resources.

Legal Reference:

EDUCATION CODE

41020 Annual district audits

46600-46611 Interdistrict attendance agreements

48204 Residency requirements for school attendance

48300-48316 Student attendance alternatives, school district of choice program

48350-48361 Open Enrollment Act

48900 Grounds for suspension or expulsion; definition of bullying

48915 Expulsion; particular circumstances

48915.1 Expelled individuals: enrollment in another district

48918 Rules governing expulsion procedures

48980 Notice at beginning of term

52317 Regional Occupational Center/Pprogram, enrollment of students, interdistrict attendance

ATTORNEY GENERAL OPINIONS

87 Ops.Cal.Atty.Gen. 132 (2004)

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

COURT DECISIONS

Walnut Valley Unified School District v. the Superior Court of Los Angeles County,

(2011) 192 Cal.App.4th 234

Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275

Management Resources:

CSBA PUBLICATIONS

Transfer Law Comparison, Fact Sheet, March 2011

WEB SITES

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

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

Policy ROCKLIN UNIFIED SCHOOL DISTRICT

Adopted: March 7, 2011 Rocklin, California

Revised: July 16, 2015

Rocklin USD

Administrative Regulation

Interdistrict Attendance

AR 5117
Students

The Board of Trustees is responsible for providing educational services to students residing in district boundaries. The district builds schools, hires staff, purchases supplies, and engages in comprehensive planning to meet its educational mandate. The district commits extensive resources based on this planning to adequately prepare for every student who resides, and plans to reside, in the district. The state provides revenue to meet financial commitments based on student enrollment by district of residence. Each student attending another district results in a financial loss. Consequently, in order to plan effectively, provide quality educational opportunities, and meet our financial commitments based on the state's intent to educate children by district of residence, it is important to retain as many students as possible.

The Board expects parents who live within the district's boundaries to enroll their students in our schools so we can continue to plan and meet our commitments. However, the district has established a process to evaluate requests for students who reside in our district but are requesting to attend school in another district. This process is called an Interdistrict Transfer Request. The request must be approved by both districts in order to allow the student to enroll. Students currently attending another district on a previously approved interdistrict attendance permit will continue to be approved on an annual basis by the district of residence (renewal).

In accordance with an agreement between the Board of Trustees and the board of another district, a permit authorizing a student's attendance outside his/her district of residence may be issued upon approval of both the district of residence and the district of proposed attendance.

The Superintendent or designee may approve an interdistrict attendance permits for a student for any of the following reasons when stipulated in the agreement:

1. When the student has been determined by staff of either the district of residence or district of proposed attendance to be a victim of an act of bullying as defined in Education Code 48900(r). Such a student shall be given priority for Interdistrict attendance under any existing Interdistrict attendance agreement or, in the absence of an agreement, shall be given consideration for the creation of a new permit. (Education Code 46600)

1.2. To meet the child care needs of the student. Such a students may be allowed to continue to attend district schools only as long as they he/she continues to use a child care provider within district boundaries.

2.3. To meet the student's special mental or physical health needs as certified by a physician, school psychologist, or other appropriate school personnel, with concurrence from the district

(cf. 6159 - Individualized Education Program)

3.4. When the student has a sibling attending school in the receiving district, to avoid splitting the family's attendance.

4.5. To allow the student to complete a school year when his/her parents/guardians have moved out of the district during that year.

5.6. To allow the student to remain with a class graduating that year from an elementary, middle, or senior high school.

6.7. To allow a high school senior to attend the same school he/she attended as a junior, even if his/her family moved out of the district during the junior year.

7.8. When the parent/guardian provides written evidence that the family will be moving into the district in the immediate future and would like the student to start the year in the district.

8.9. When the student will be living out of the district for one year or less.

9. To participate in a special academic program not offered in the district of residence

10. To provide a change in school environment for reasons of personal and social adjustment

11.10. When recommended by the School Attendance Review Board or by county, child welfare, probation, or social service agency staff in documented cases of serious home or community problems which make it unadvisable for the student to attend the school of residence.

11. When there is valid interest in a particular educational program not offered in the district of residence.

12. To provide a change in school environment for reasons of personal and social adjustment.

12. Other reasons not included on the Interdistrict Transfer Request Application

The Superintendent or designee may deny initial requests for Interdistrict attendance permits due to limited district resources, overcrowding of school facilities at the relevant grade level, or other considerations that are not arbitrary. However, once a student is admitted, the district may not deny him/her continued attendance because of overcrowded facilities at the relevant grade level.

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

Within 30 days of a request for an Interdistrict permit, the Superintendent or designee shall notify the parents/guardians of a student who is denied Interdistrict attendance regarding the process for appeal to the County Board of Education as specified in Education Code 46601. (Education Code 46601)

(cf. 5145.6 – Parental Notifications)

Pending a decision by the two districts or an appeal by the County Board, the Superintendent or designee may provisionally admit a student who resides in another district for a period not to exceed two school months. (Education Code 46603)

Interdistrict attendance permits or applications shall not be required for students enrolling in a regional occupational center or program. (Education Code 52317)

Every interdistrict attendance permit shall stipulate the terms and conditions under which the permit may be revoked. (Education Code 46600).

Examples of conditions that may result in revocation include falsification of information stated on the permit application, unsatisfactory attendance, continual disruption, or poor academic achievement.

An interdistrict attendance permit shall not exceed a term of five years. Each permit shall stipulate the terms and conditions established by both districts under which interdistrict attendance shall be permitted, denied, or revoked, and any standards for reapplication. (Education Code 46600)

Existing interdistrict attendance permits shall not be rescinded for students entering grade 11 or 12 in the subsequent school year. (Education Code 46600)

The Superintendent or designee may deny initial requests for interdistrict attendance agreement permits if school facilities are overcrowded at the relevant grade level or based on other considerations that are not arbitrary.

Within 30 days of a request for an interdistrict permit, the Superintendent or designee shall notify parents/guardians of a student who is denied interdistrict attendance regarding the process for appeal to the County Board of Education as specified in Education Code 46601. (Education Code 46601)

(cf. 5145.6 - Parental Notifications)

Students who are under consideration for expulsion or who have been expelled may not appeal interdistrict attendance denials or decisions while expulsion proceedings are pending, or during the term of the expulsion. (*Education Code 46601*)

(cf. 5119 - Students Expelled from Other Districts)

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

Once a student is admitted to a school on the basis of an interdistrict attendance permit, he/she shall not be required to reapply for an interdistrict transfer and shall be allowed to continue to attend the school in which he/she is enrolled, unless reapplication standards are otherwise specified in the interdistrict attendance agreement. Existing interdistrict attendance permits shall not be rescinded for students entering grade 11 or 12 in the subsequent school year. (*Education Code 46600*)

Transportation

The district shall not provide transportation outside the school's attendance area. However, upon request, the Superintendent or designee may authorize transportation for students living outside the attendance area to and from designated bus stops within the attendance area if space is available. Priority for such transportation shall be based on demonstrated financial need.

Special Education Students

Interdistrict requests for students identified for special education must be reviewed by the student's IEP team to determine if the request is related to the student's disability and if the request is necessary for the student to benefit from special education services. If it is determined that the request is not related to the student's special education program, the request shall be considered parental choice and, as such, is subject to Board policy regulations. A representative from the requested district of choice must attend the IEP to verify placement availability and determine if a Free Appropriate Public Education (FAPE) can be provided at the district of choice.

Regulation ROCKLIN UNIFIED SCHOOL DISTRICT

Approved: Adopted: March 7, 2011 Rocklin, California

Revised: July 16, 2015 Rocklin, California

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Board Policy 5116.1 and Administrative Regulation 5116.1 Intradistrict Open Enrollment

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

Revisions to Board Policy (BP) and Administrative Regulation (AR) Intradistrict open enrollment have been made in accordance with California School Boards Association (CSBA) and California *Education Code*.

Status:

BP/AR 5116.1 have been updated to reflect current *Education Code* governing Intradistrict attendance. The RUSD develops policies and administrative regulations that are consistent with recommendations from CSBA. The changes brought forward help to clarify and delineate current processes and procedures in place.

Presenter(s):

Deborah Sigman, Deputy Superintendent, Educational Services

Financial Impact:

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

Material/Films:

None

Other People Who Might Present:

Karen Huffines, Director, Elementary Programs and School Leadership
Martin Flowers, Director, Secondary Programs and School Leadership

Allotment of Time: Consent Calendar Action Item Information Item

Packet Information Item:

Edited versions of BP/AR 5116.1 Intradistrict open enrollment

Recommendation:

Staff recommends approval of revisions to BP/AR 5116.1 Intradistrict open enrollment

Rocklin USD

Board Policy

Intradistrict Open Enrollment

BP 5116.1
Students

The Board of Trustees desires to provide enrollment options that meet the diverse needs, potential, and interests of district students and parents/guardians, while also balancing enrollment in order to maximize the efficient use of district facilities, and shall annually review enrollment options. The Superintendent or designee shall establish procedures for the selection and transfer of students among district schools in accordance with law, Board policy, and administrative regulation.

(cf.5117 – Interdistrict Attendance)

The parents/guardians of any student who resides within district boundaries may apply to enroll their child in any district school, regardless of the location of residence within the district.
(Education Code 35160.5)

(cf.5111.1 – District Residency)

(cf.5111.12 – Residency Based on Parent/Guardian Employment)

The Board shall annually review this policy.

The parents/guardians of any student who reside within district boundaries may apply to enroll their child in any district school, regardless of the location of residence within the district, except that the district shall retain the authority to maintain appropriate racial and ethnic balances among its respective schools at the district's discretion or as specified in applicable court-ordered or voluntary desegregation plans. The Superintendent or designee shall determine the capacity of the district school and establish a random, unbiased selection process for the admission of students from outside a school's attendance area ensuring that the process prohibits the evaluation of whether any student should be enrolled based upon his/her academic or athletic performance except that existing entrance criteria for specialized schools or programs may be used provided that the criteria are uniformly applied to all applicants. Academic performance may be used to determine eligibility for, or placement in, programs for gifted and talented students. (Education Code 35160.5) In accordance with law, no student currently residing within a school's attendance area shall be displaced by another student transferring from outside the attendance area..

Except as required by 20 USC 6316 for transfers out of Title I program improvement schools, it is the responsibility of the parent to provide transportation for their child(ren) granted an intradistrict transfer.

Intradistrict Agreement Applications will be made available to parents at all K-12 school sites.

Enrollment Priorities

No student currently residing within a school's attendance area shall be displaced by another student transferring from outside the attendance area. (Education Code 35160.5)

(cf.5116 – School Attendance Boundaries)

The Superintendent or designee shall grant priority to any district student to attend another district school outside of his/her attendance area as follows:

1. Any student enrolled in a district school that has been identified on the state's Open Enrollment List. (Education Code 48354)

(cf. 5118 – Open Enrollment Act Transfers

12. Any student enrolled in If a district school receiving Title I funds is that has been identified for program improvement (PI), corrective action, or restructuring, all students enrolled in that school shall be provided an option to transfer to another district school or charter school. (20 USC 6316)

(cf. 0420.4 - Charter Schools)

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 6171 - Title I Programs)

~~2. If while on school grounds a student becomes the victim of a violent criminal offense, he/she shall be provided an option to transfer to another district school or charter school. (20 USC 7912)~~

3. If a Any student attends enrolled in a district school designated by the California Department of Education as "persistently dangerous," he/she shall be provided an option to transfer to another district school or charter school. (20 USC 7912; 5 CCR 11992)

(cf. 0450 - Comprehensive Safety Plan)

24. If while on school grounds a Any student becomes who is a the victim of a violent crime criminal offense, he/she shall be provided an option to transfer to another district school or charter school. while on school grounds. (20 USC 7912)

45. The Superintendent or designee may approve a student's transfer to a district school that is at capacity and otherwise closed to transfers Upon a finding that special circumstances exist that might be harmful or dangerous to the student in the current attendance area, including, Special circumstances, include, but are not limited to, threats of bodily harm or threats to the emotional stability of the student. Any such student may transfer to a district school that is at capacity and otherwise closed to transfers.

To grant priority under these circumstances, the Superintendent or designee must have received

either: (Education Code 35160.5)

- a. A written statement from a representative of an appropriate state or local agency, including, but not limited to such as a law enforcement official, or social worker, or a properly licensed or registered professional, including, but not limited to, such as a psychiatrist, psychologist or marriage and family therapist.
- b. A court order, including a temporary restraining order and injunction

Application and Selection Process

In order to ensure that priorities for enrollment in district schools are implemented in accordance with law, applications for Intradistrict open enrollment shall be submitted between March February 1 and May June 1 of the school year preceding the school year for which the transfer is requested.

The Superintendent or designee shall calculate each school's capacity in a nonarbitrary manner using student enrollment and available space. (Education Code 35160.5)

Except for priorities listed above, the Superintendent or designee shall use a random, unbiased selection process to determine who shall be admitted whenever the school receives admission request that are in excess of the school's capacity. (Education Code 35160.5)

Enrollment decisions shall not be based on a student's academic or athletic performance, except that existing entrance criteria for specialized schools or programs may be used provided that the criteria are uniformly applied to all applicants. Academic performance may be used to determine eligibility for, or placement in, programs for gifted and talented students. (Education Code 35160.5)

(cf. 6172 - Gifted and Talented Student Program)

Transportation

Except as required by 20 USC 6316 for transfers out of Title I PI schools, the district shall not be obligated to provide transportation for students who attend school outside their attendance area.

(cf. 3250 - Transportation Fees)

(cf. 3540 - Transportation)

Legal Reference:

EDUCATION CODE

200 Prohibition against discrimination

35160.5 District policies; rules and regulations

35291 Rules

35351 Assignment of students to particular schools
46600-46611 Interdistrict attendance agreements
48200 Compulsory attendance
48204 Residency requirements for school attendance
48300-48316 Student attendance alternatives, school district of choice program
48350-48361 Open Enrollment Act
48980 Notice at beginning of term
CODE OF REGULATIONS, TITLE 5
11992-11994 Definition of persistently dangerous schools
UNITED STATES CODE, TITLE 20
6316 Transfers from program improvement schools
7912 Transfers from persistently dangerous schools
CODE OF FEDERAL REGULATIONS, TITLE 34
200.36 Dissemination of information
200.37 Notice of program improvement status, option to transfer
200.39 Program improvement, transfer option
200.42 Corrective action, transfer option
200.43 Restructuring, transfer option
200.44 Public school choice, program improvement schools
200.48 Transportation funding for public school choice
COURT DECISIONS
Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275
ATTORNEY GENERAL OPINIONS
85 Ops.Cal.Atty.Gen. 95 (2002)

Management Resources:

U.S. DEPARTMENT OF EDUCATION NONREGULATORY GUIDANCE
Public School Choice, January 2009
Unsafe School Choice Option, May 2004
WEB SITES
CSBA: <http://www.csba.org>
California Department of Education, Unsafe School Choice Option:
<http://www.cde.ca.gov/lr/ss/se/usco.asp>
U.S. Department of Education, No Child Left Behind: <http://www.nclb.gov>

Policy ROCKLIN UNIFIED SCHOOL DISTRICT

Adopted: May 4, 2011 Rocklin, California

Revised: July 16, 2015 Rocklin, California

Rocklin USD

Administrative Regulation

Intradistrict Open Enrollment

AR 5116.1
Students

Transfers for Victims of a Violent Criminal Offense

Within a reasonable amount of time, not to exceed 14 days, after it has been determined that a student has been the victim of a violent criminal offense while on school grounds, the student's parents/guardians shall be offered an option to transfer their child to an eligible school identified by the Superintendent or designee. In making the determination that a student has been a victim of a violent criminal offense, the Superintendent or designee shall consider the specific circumstances of the incident and consult with local law enforcement as appropriate. Examples of violent criminal offenses include, but are not limited to, attempted murder, battery with serious bodily injury, assault with a deadly weapon, rape, sexual battery, robbery, extortion, or hate crimes.

The Superintendent or designee shall consider the needs and preferences of the affected student and his/her parent/guardian in making the offer. If the parent/guardian elects to transfer his/her child, the transfer shall be completed as soon as practicable.

Transfers from a "Persistently Dangerous" School

Upon receipt of notification from the California Department of Education (CDE) that a district school has been designated as "persistently dangerous," the Superintendent or designee shall provide parents/guardians of students attending the school with the following notifications:

1. Within 10 days of receipt of the notification from CDE, notice of the school's designation
2. Within 20 days of receipt of the notification from CDE, notice of the option to transfer their child

(cf.0450 - Comprehensive Safety Plan)

Parents/guardians who desire to transfer their child out of a "persistently dangerous" school shall provide a written request to the Superintendent or designee and shall rank-order their preferences from among all schools identified by the Superintendent or designee as eligible to receive transfer students. The Superintendent or designee may establish a reasonable timeline, not to exceed seven school days, for the submission of parent/guardian requests.

The Superintendent or designee shall consider the needs and preferences of students and parents/guardians before making an assignment, but is not obligated to accept the

parent/guardian's preference if the assignment is not feasible due to space constraints or other considerations. For students whose parents/guardians accept the offer, the transfer shall generally be made within 30 school days of receiving the notice of the school's designation from the CDE. If parents/guardians decline the assigned school, the student may remain in his/her current school.

The transfer shall remain in effect as long as the student's school of origin is identified as "persistently dangerous." The Superintendent or designee may choose to make the transfer permanent based on the educational needs of the student, parent/guardian preferences, and other factors affecting the student's ability to succeed if returned to the school of origin.

The Superintendent or designee shall cooperate with neighboring districts to develop an interdistrict transfer program in the event that space is not available in a district school.

(cf. 5117 - Interdistrict Attendance)

Other Intradistrict Open Enrollment

Except for transfers for victims of a violent crime and from a "persistently dangerous school," the following procedures shall apply to Intradistrict open enrollment:

1. After the enrollment priorities have been applied in accordance with Board policy, if there are more requests for a particular school than there are spaces available, a random drawing shall be held from the applicant pool. A waiting list shall be established to indicate the order in which applicants may be accepted if openings occur during the year.
2. The Superintendent or designee shall provide written notification to applicants as to whether their applications have been approved, denied, or placed on a waiting list. If the application is denied, the reasons for denial shall be stated.
3. Approved applicants must confirm their enrollment within 10 school days.

Once enrolled, a student shall not be required to reapply for readmission.

Any complaints regarding the open enrollment process shall be submitted in accordance with the applicable complaint procedure.

(cf. 1312.3 - Uniform Complaint Procedures)

Notifications

Notifications shall be sent to parents/guardians at the beginning of each school year describing all current statutory attendance options and local attendance options available in the district. Such notification shall include: (Education Code 35160.5, 48980)

1. All options for meeting residency requirements for school attendance

(cf. 5111.1 - District Residency)

(cf. 5111.12 - Residency Based on Parent/Guardian Employment)

(cf. 5118 - Open Enrollment Act Transfers)

2. Program options offered within local attendance areas

3. A description of any special program options available on both an interdistrict and intradistrict basis

4. A description of the procedure for application for alternative attendance areas or programs and the appeals process available, if any, when a change of attendance is denied

5. A district application form for requesting a change of attendance

6. The explanation of attendance options under California law as provided by the CDE

(cf. 5145.6 - Parental Notifications)

Procedure for Intradistrict Attendance Agreement for K-6 School Students

1. A parent/guardian who requests that his/her child attend a school in another attendance area may submit an intradistrict attendance agreement made available at all K-6 school sites.

Parents/guardians with a student who has been the victim of a violent crime on school grounds or who have a student at a "persistently dangerous" school shall provide written notification to the Superintendent or designee and shall rank-order their preferences from among all schools identified by the Superintendent or designee as eligible to receive transfer students. The Superintendent or designee may establish a reasonable timeline, not to exceed 10 school days, for the submission of parent/guardian requests.

2. The application process is to be initiated at the school of attendance. The principal or designee will sign the application and send it to the school of request. If more applications are received at a particular school than space available, a random drawing will be held to determine who will be granted an intradistrict attendance agreement. Every effort will be made to complete this process at least 15 days before the start of the school year.

Students who previously attended the school will be considered prior to new applicants. Every effort will be made to accommodate additional family members, although there is no guarantee of this.

Intradistrict attendance agreements will become tentatively effective five days prior to the first day of school each school year to ensure that students residing in the attendance area have had an opportunity to enroll.

3. If space is available at the school the student is requesting to attend, the receiving principal will:
 - a. Approve the application. The initial intradistrict attendance agreement is in effect for the duration of the school year. It must be renewed annually.
 - b. Register the student
 - c. Send a copy of the application form to the school of residence
4. If space is not available at the school the student wishes to attend, the principal will:
 - a. Refer the parent/guardian back to the school of residence
 - b. Assist the parent/guardian to locate an alternate school
 - c. Refer the parent/guardian to the appropriate district administrator
5. An intradistrict agreement shall not imply any obligation on the part of the district to furnish transportation in any form. Transportation becomes the responsibility of the parent/guardian of the student.
6. The intradistrict agreement may be revoked when behavior, grades and/or attendance issues warrant a return to the school of attendance. This decision is the responsibility of the principal/designee and that decision is final.
7. The approved intradistrict attendance agreement must be renewed on an annual basis. After the first year on an approved intradistrict agreement, the student will be given the same priority as a resident student for enrollment purposes.
8. All questions regarding intradistrict attendance agreements should be referred to the appropriate site.

Procedure for Balancing Elementary Classroom or School Size

1. Should a school or classroom within a school become impacted at any time during the school year, the following procedures will be implemented:

Transfer of students shall be based on the last students to register in the affected grade levels.

2. Whenever the principal finds it impossible to conform to the above, the principal will review the situation with the appropriate district administrator to determine other alternatives.

3. Who shall be transferred:

- a. During the first 10 school days of the school year, the students residing within the attendance area of the school shall have precedence over students attending the school on intradistrict agreements
- b. Should an overload occur during the first 10 days of school, students tentatively enrolled at the affected grade level on an intradistrict agreement shall return to their school of residence. Should the school of residence be overloaded, said students may be transferred to another school
- c. After the first 10 days of school, the students tentatively enrolled on an intradistrict agreement are considered as residents of that school for that school year
- d. Any deviation from item b. above shall be discussed with the appropriate district administrator

4. Communications with Teachers, Parents and Students:

- a. It is the responsibility of the sending principal to communicate individually by means of his/her choosing with the parent of the transferred student
- b. It is the responsibility of the sending principal to contact the appropriate district administrator, who will locate a school that has space availability

5. Transportation Arrangements:

- a. If a student living within an attendance area is transferred to a school outside the attendance area by the district, the sending principal shall arrange for transportation with the appropriate district administrator
- b. Either the transportation department or the sending school will notify the parent/guardian regarding bus arrangements

Procedure for Intradistrict Attendance Agreement for 7-12 School Students

1. A parent/guardian whose child meets the criteria listed below and requests their child to attend a school other than the resident area school must submit to the resident school an application for an intradistrict transfer by March 1. Intradistrict attendance agreement applications submitted by this date will be given priority consideration. The applications may be considered for the following reasons:
 - a. Medical requirements (i.e. proximity to treatment centers, specialized programs for physically impaired, medical transportation accessibility, etc.). A physician's recommendation must be attached to the application specifically indicating the medical reason for attendance at a particular school
 - b. Alternative placement per directive of the courts and/or state/county juvenile agencies

- c. Assigned placement through the special education program offices
 - d. Continued enrollment in JROTC
 - e. Sibling attending the school of choice
 - f. Extenuating circumstances approved by both principals
2. An intradistrict attendance agreement shall not imply any obligation on the part of the district to furnish transportation in any form. Transportation becomes the responsibility of the parent/guardian when they choose for their child to attend a school outside their attendance area.
 3. Incoming siblings of students attending a high school on an intradistrict agreement will be asked to confirm their intention to submit an application, in order to attend the same high school.
 4. Approval of the intradistrict agreement may be revoked and the student transferred immediately to the residence area school for the following reasons:
 - a. Falsification of address, medical or legal verification, or
 - b. Failure to comply with the requirements of the JROTC program to which the student applied.
 - c. When behavior, attendance, or poor academic performance warrant a return to the school of attendance. This decision is the responsibility of the principal/designee and that decision is final.
 5. It will be the responsibility of the parent/guardian to notify the school office when there is a change of address for the student and provide proof of residence.
 6. The approved intradistrict attendance agreement must be renewed on an annual basis. After the first year on an approved intradistrict agreement, the student will be given the same priority as a resident student for enrollment purposes.
 7. When there is a change of address, the parent/guardian may elect to keep the student in the school he/she is attending for the remainder of the school year, by submitting an intradistrict attendance agreement, or transfer the student to the residence area school based on the student's new address.
 8. If the student participates in any athletic program governed by the California Interscholastic Federation (CIF), he/she may not be eligible to participate at the new school. Parents/guardians should check the CIF rules before submitting this application.
 9. A student on an intradistrict agreement who requests to return to the home school can do so only at the beginning of the following school year. The request will be honored only if space is

available and all other student expectations have been met. Exceptions may be considered due to extreme hardships

Special Education Students and Students With Section 504 Accommodations Plans

Parents/guardians of students with disabilities will follow the same intradistrict transfer request process as parents/guardians of nondisabled students, subject to Board policy and regulations. However, the district must ensure a Free Appropriate Public Education (FAPE) for students with disabilities. Therefore, prior to finalizing the approval of a transfer for a student with disabilities, the Individualized Education Program (IEP) team or the Section 504 team will be required to determine if the student can be provided FAPE at the school of choice.

Procedure for Transfer when Balancing Classroom or School Size

Every reasonable effort will be made to ensure against excessive transferring of any students. The following exceptions shall be considered:

1. Change of boundary lines when new schools open
2. When boundary lines are adjusted to form a new attendance area
3. The necessity to move an entire class or grade level
4. When the school of residence is full or impacted

Regulation ROCKLIN UNIFIED SCHOOL DISTRICT
Approved: Adopted: May 4, 2011 Rocklin, California

Revised: July 16, 2015 Rocklin, California

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

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

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

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

Status:

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

Presenter(s):

Deborah Sigman, Deputy Superintendent, Educational Services

Financial Impact:

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

Material/Films:

None

Other People Who Might Present:

Karen Huffines, Director, Elementary Programs and School Leadership
Martin Flowers, Director, Secondary Programs and School Leadership

Allotment of Time: Consent Calendar Action Item Information Item

Packet Information Item:

Edited versions of AR 5111.12 Residency Based on Parent/Guardian Employment

Recommendation:

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

Rocklin USD

Administrative Regulation

Residency Based on Parent/Guardian Employment

AR 5111.12
Students

Applications for Admission into District Schools

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

(cf. 5111 - Admission)

(cf. 5111.1 - District Residency)

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

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

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

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

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

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

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

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

Request for Transfers out of District Schools

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

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

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

(cf. 9324 – Minutes and Recordings)

Legal Reference:

EDUCATION CODE

46601 Failure to approve interdistrict attendance

46607 ADA calculation for residency based on parent employment

48200-48284 Compulsory education law, especially:

48204 Residency based on parent/guardian employment

ATTORNEY GENERAL OPINIONS

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

Management Resources:

WEB SITES

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

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

Regulation **ROCKLIN UNIFIED SCHOOL DISTRICT**
Adopted: **July 16, 2015** **Rocklin, California**

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Status of Summer 2015 Projects

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

Background:

The District has multiple improvement projects underway this summer between Prop. 39 (California Clean Energy Jobs Act) projects, deferred maintenance projects, the Granite Oaks Expansion Project, and the addition of one relocatable classroom at Sunset Ranch Elementary School.

Status:

Staff will provide a status report on current facility improvement projects.

Presenter:

Sue Wesselius, Senior Director, Facilities, Maintenance & Operations

Financial Impact:

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

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

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

Packet Information:

Summer 2015 Project Update

Recommendation:

This is an information item only.

Summer 2015 Project Update

(as of July 16th)

Board Update

July 16, 2015

Proposition 39 (California Clean Energy Jobs Act)

Rocklin High School:

1. Energy Management Conversion from Novar to Alerton ~ approximately 40% complete
2. Replace 22 HVAC units ~ approximately 15% complete
3. Complete Interior and Exterior lighting retrofit ~ approximately 40% complete

Multiple Sites:

1. Replace stand alone thermostats at:
 - a. Twin Oaks (14) ~ 50% complete
 - b. Spring View Middle School (7) ~ 50% complete
 - c. Breen (12) ~ 95% complete (installed but not programmed)
 - d. RHS Annex (7) ~ 95% complete (installed but not programmed)
 - e. Victory High School/RICA (5) ~ 100% complete (installed and programmed)

Deferred Maintenance (Fund 14)

Antelope Creek:

1. Replace upper grade play structure ~ complete
2. Replace battery back-up system to multipurpose room lights ~ in process

Breen:

1. Paint exteriors of 17 classrooms ~50% complete
2. Replace wallpaper in staff lounge ~ 50% complete

Cobblestone:

1. Repair, seal coat and stripe all asphalt ~ complete
2. Paint exteriors of 4 classrooms ~ 50% complete
3. Replace phone system ~ pending
4. Replace battery back-up system to multipurpose room lights ~ in process
5. Replace kindergarten shed ~ complete

Parker Whitney:

1. Replace lino in room 35 restroom ~ complete

Rocklin Elementary:

1. Replace carpet in Room 34 (Rocklin Academy) ~ complete

Ruhkala Elementary:

1. Repair exterior plaster ~ Completed July 10, 2015

Sierra Elementary:

1. Repair, seal coat and stripe all asphalt ~ complete

Valley View Elementary:

1. Repair, seal coat and strip all asphalt ~ will be completed after summer school ends.

Granite Oaks:

1. Replace phone system ~ Will occur in early August and complete before the start of school.

Spring View Middle School:

1. Repair, seal coat and stripe all asphalt ~ complete
2. Gym – strip and repaint and refinish wood floor ~ complete
3. Multi – strip and repaint and refinish wood floor ~ 50% complete
4. Replace phone system ~ complete

Rocklin High School:

1. Repair wood in hall between two gyms ~ complete
2. Repair/replace roofs where needed ~ pending ~ will be completed prior to August 18th.

Whitney High School:

1. Repair, seal coat and stripe all asphalt ~ pending bid award with completion prior to August 18th.
2. Remove lino in science rooms and sandblast floors for natural concrete sealed finish ~ will be completed prior to August 18th.

Victory High School:

1. Repair, seal coat and stripe all asphalt ~ complete
2. Replace carpet and change to lino in staff lounge in VHS Administration building ~ complete
3. Paint exterior of RIS #1 ~ 50% complete
4. Replace carpet & lino in RIS #1 ~ complete

RICA at RHS Annex

1. Replace carpet/lino in Room 50 ~ complete

Facilities:

Granite Oaks Middle School ~ Expansion project (Fund 25 – Developer Fees)

1. DSA approval received week of July 6, 2015
2. Project area secured and construction trailer established
3. Demo work is complete
4. Fire line installation is complete

Sunset Ranch ~ Add of one relocatable classroom (Fund 49 – Mello Roos)

1. DSA approval received June 25, 2015
2. Building delivered and set
3. Underground connections and utilities are underway

PENDING BOARD AGENDA ITEMS

March 2015

Agenda Item	Administrator	Board Meeting
Williams Uniform Complaints, Approve Quarterly Report <i>(Consent)</i>	Sigman	July
Resolution Delegating Barbara Patterson as Representative and Roger Stock as Alternate Representative to Joint Powers Board for SIG <i>(Consent)</i>	Patterson	July
Approve Non-Public School and Agency Master Contracts for the Upcoming School Year	Sigman	July
Tax Report for CFD No. 1 and No. 2, Yearly Adoption	Patterson	July/August
Summer School Program Report	Sigman/Staff	July/August
Information and Related Actuarial Reports on Workers' Compensation Claims & Health/Welfare Benefits for Retired Employees After 65	Patterson	August
BP 9270 - Conflict of Interest, Biannual Review – (Every Other Year, Action)	Patterson	August 2016
School Opening/Readiness Report <i>(Information)</i>	Sigman/Staff	August
Unaudited Actuals, Approve District Certification	Patterson	August/September
Resolution Establishing Appropriation Limitation (GANN) <i>(Action)</i>	Patterson	August/September
Hold Public Hearing and Approve Resolution Affirming Sufficient Textbooks and Instructional Materials <i>(post Notice of Public Hearing 10 days in advance; required by the 8th week of the start of school)</i> <i>(Action)</i>	Sigman	September/October
Student Assessment Report – API <i>(Information)</i>	Sigman/Staff	September/October
Williams Uniform Complaints, Approve Quarterly Report <i>(Consent)</i>	Sigman	October
Set Date for Annual School Board Organizational Meeting <i>(Action)</i>	Stock	November
RUSD Strategic Plan Quarter 1 Update <i>(Information)</i>	Hutton	December
First Interim Report <i>(Action)</i>	Patterson	December
Organizational Board Meeting/Special Presentation to Board President	Stock	December
Audit Report <i>(Action)</i>	Patterson	January
Schedule Goal Setting Workshop	Stock/Staff	January
Williams Uniform Complaints, Approve Quarterly Report <i>(Consent)</i>	Sigman	January
Budget Assumptions & Priorities	Patterson	February
Identify Teachers for Non-Reelection; Prepare Letters of Notification <i>(March 1st Mtg – Closed Session)</i>	Slattery	February (2 nd Mtg)

Present Draft School Year Calendar <i>(two years out - Consent)</i>	Slattery	March <i>(1st Mtg)</i>
Annual Board Action Regarding Distribution of Non-Reelection Letters	Slattery	March <i>(1st Mtg)</i>
Finalize District's Proposal and Prepare for Sunshining Process	Slattery	March <i>(1st Mtg)</i>
Notify the Board in writing by April 1; complete Performance Evaluation for the Superintendent, per contract schedule	Stock/Board	March
Approve Annual Resolution Authorizing the Release of Free/Reduced Lunch Information for CAASPP Testing <i>(consent)</i>	Sigman	March
Certification of Temporary Athletic Team Coaches <i>(consent)</i>	Slattery	March
Second Interim Report/Approval <i>(Action)</i>	Patterson	March
Special Education Update	Sigman	March
RUSD Strategic Plan Quarter 2 Update <i>(Information)</i>	Hutton	March
Vote for CSBA Delegate Assembly Representative(s) for Region 4D <i>(Action)</i>	Stock	March
Approve School Year Calendar <i>(two years out - Consent)</i>	Slattery	March <i>(2nd Mtg)</i>
Budget Update/Information	Patterson	March/April
Sierra College Report (Rocklin Graduates)	Sigman	March/April
School Safety Plans <i>(Consent)</i>	White/Huffines	March/April
Annual Personnel Update – Renewal of Contracts for Site Administrators <i>(Closed Session)</i>	Sigman	April
Approve Quarterly Report on Williams Uniform Complaints <i>(Consent)</i>	Sigman	April
Spelling Bee Winner(s) Recognition <i>(Information)</i>	Sigman	April
Annual Review of Master Plan/Nexus Study <i>(Bi-annual—even numbered years)</i>	Wesselius	April/May
Developer Fee Update <i>(Bi-annual-even numbered years)</i>	Wesselius	April/May
Summer School Principals Approval Contingent on State Funding <i>(include on Certificated Personnel Report)</i> <i>(Consent)</i>	Sigman	April/May
RUSD Strategic Plan Quarter 3 Update <i>(Information)</i>	Hutton	May
*Facilities-Use Policy/Practice and Schedule of Fees	Wesselius	May
Approve Waivers for Special Education Students Who Passed the Math Portion of the CAHSEE With Modifications <i>(Consent)</i>	Sigman	May
Provide Retiree Benefit Update <i>(Bi-annual, every other yr)</i>	Patterson	May

Present Tentative Budget and Budget Priorities	Patterson	May
Classified Categorical Layoff <i>(if necessary)</i>	Slattery	May
Final Board Action Regarding Administrative Reassignments or First Year Prob/Temp Teachers	Slattery	May
Approve Resolution for Interfund Transfers of Special or Restricted Fund Monies	Patterson	May
AFJROTC Color Guard Special Recognition (Student Representative Unit & Cadet Commander)	Stock/Staff	May (2 nd Mtg)
Student Board Member Recognition	Stock	May (2 nd Mtg)
BP/AR 5116.1 – Intradistrict Open Enrollment review as required by Ed Code 35160.5 <i>(must be completed by July 1)</i>	Sigman	May/June
Complete Superintendent's Performance Evaluation and Update Contract	Stock/Board	May/June
Approve CIF Representatives for Upcoming School Year <i>(Consent)</i>	Flowers	May/June
LCAP Approval/Hold Public Hearing <i>(Action)</i>	Sigman	May/June
Approve Board Meeting Dates for Upcoming School Year <i>(Consent)</i>	Stock	June (1 st Mtg)
Resolution Authorizing End-of-Year Budget Transfers <i>(Consent)</i>	Patterson	June
Resolution Delegating Certain Contracting Powers to the Superintendent or Designee <i>(Consent)</i>	Wesselius	June
Approve Consolidated Applications (Part 1/Part 2)	White/Huffines	June
Final Budget Approval/Hold Public Hearing <i>(Action)</i>	Patterson	June
Authorization to Dispose of Surplus Property	Wesselius	June
Approve Single Plan for Student Achievement <i>(previously known as School Improvement Plan)</i>	Sigman	June
EPA Spending Plan	Patterson	June
Community Advisory Committee (CAC), Appoint Parent Representative for 2 year Term <i>(every other year, due 2015, Consent)</i>	Sigman	June
Approve Expulsion Hearing Panel for Upcoming School Year <i>(Consent)</i>	Sigman	June/July

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