

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

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



MARCH 2, 2016
REGULAR MEETING AGENDA — 6:30 P.M.

1.0 **CALL TO ORDER**

2.0 **ROLL CALL**

3.0 **PLEDGE OF ALLEGIANCE**

4.0 **SPECIAL RECOGNITIONS/PRESENTATIONS**

- 4.1 2016-17 Placer County Office of Education (PCOE) Teachers of the Year and Association of California School Administrators (ACSA) Administrators of the Year – (Presenter: Colleen Slattery)

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

6.0 **COMMENTS FROM STUDENT REPRESENTATIVE**

7.0 **COMMENTS FROM BOARD AND SUPERINTENDENT**

8.0 **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.

- 8.1 **APPROVE BOARD MINUTES** – Request to approve Board minutes.
8.1.1 February 3, 2016

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

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

- 8.4 **APPROVE BILL WARRANTS** – Request to approve Bill Warrants. (Barbara Patterson)

- 8.5 **APPROVE MONTHLY ACCOUNT SUMMARIES** – Request to approve monthly account summaries. (Barbara Patterson)
- 8.6 **ACCEPT DONATIONS** – Request to accept District donations. (Barbara Patterson)
- 8.7 **APPROVE CONTRACTOR AGREEMENT FOR ROCKLIN HIGH SCHOOL VARSITY BASEBALL FIELD RENOVATION PROJECT** - Request to approve contractor agreement with Delta Bluegrass, Co. for Rocklin High School varsity baseball field renovation project. (Craig Rouse)
- 8.8 **APPROVE CITY OF ROCKLIN 3RD STREET FIVE YEAR LEASE AGREEMENT FOR TRANSITION PROGRAM** - Request to approve City of Rocklin 3rd Street five year lease agreement for Transition Program. (Craig Rouse)
- 8.9 **APPROVE SELECTION OF ARCHITECTURAL FIRMS FOR FUTURE CONSTRUCTION PROJECTS** - Request to approve selection of architectural firms for future construction and modernization projects with Rainforth Grau Architects, WLC Architects and ATI Architects and Engineers. (Craig Rouse)
- 8.10 **APPROVE CONTRACT WITH KIDSFIRST FOR TREATMENT CURRICULUM** - Request to approve contract with KidsFirst to provide *Small Group Dinosaur* treatment curriculum. (Kathy Pon)
- 8.11 **APPROVE RESOLUTION 15-16-14 AUTHORIZING THE RELEASE OF TEMPORARY CERTIFICATED EMPLOYEES PURSUANT TO EDUCATION CODE 44954** - Request to approve Resolution 15-16-14 authorizing the release of eleven Temporary Certificated Employees pursuant to Education Code 44954. (Colleen Slattery)
- 8.12 **AWARD BID FOR WIRELESS EQUIPMENT AND NETWORK EQUIPMENT** - Request to award bid for wireless equipment and network equipment to CDW Government LLC and NWN Corporation. (Barbara Patterson)
- 8.13 **APPROVE STIPULATED EXPULSION(S)** – Request to approve agreement and stipulated expulsion(s) for Student No. 030216-01. (Kathy Pon)
- 9.0 **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.
- 9.1 **VOTE FOR 2016 CALIFORNIA SCHOOL BOARD ASSOCIATION (CSBA) DELEGATE ASSEMBLY REPRESENTATIVE(S)** – The Board will be given an opportunity to vote for Region 4D representative(s) to serve on the CSBA Delegate Assembly in 2016. (Roger Stock)
- 10.0 **INFORMATION AND REPORTS**
- 10.1 **INTERDISTRICT AND INTRADISTRICT ENROLLMENT UPDATE** – (Kathy Pon)
- 10.2 **LIVE STREAMING/VIDEO-AUDIO ARCHIVING OF BOARD OF TRUSTEE MEETINGS** – (Diana Capra)
- 11.0 **PENDING AGENDA** – This is the time to place future items on the Pending Agenda.

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

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

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

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

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

13.0 **RECONVENE TO OPEN SESSION**

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

15.0 **ADJOURNMENT**

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

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

NEXT REGULARLY SCHEDULED BOARD MEETING: MARCH 16, 2016, 6:30 P.M.



DECLARATION OF POSTING

ROCKLIN UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

REGULAR MEETING AGENDA

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

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

Date of Posting:

February 26, 2016

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 26th day of February 2016 in Rocklin, California.

Brenda Meadows
Executive Assistant
Rocklin Unified School District

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Special Recognition of Placer County Office of Education (PCOE) Teachers of the Year and Association of California School Administrators (ACSA) Administrators of the Year

DEPARTMENT: Office of the Assistant Superintendent, Human Resources

Background:

Each year, in conjunction with PCOE and based on criteria set by the county, RUSD staff selects Teachers of the Year to be recognized at district, county and possibly the state level. Also each year, RUSD District ACSA members, based on specific criteria, select and recognize one or more ACSA Administrators of the Year.

Status:**PCOE Teachers of the Year being recognized include:**

- Michelle Hutton, 6th Grade Teacher, Rock Creek Elementary
- Justin Thayer, 7th Grade Science Teacher, Granite Oaks Middle School
- Scott Collins, 10th Grade AP World History & 12th Grade Economics & Government Teacher, Whitney High School

ACSA's Administrators of the Year being recognized include:

- Jeff Christensen, Assistant Principal, Granite Oaks Middle School
Category: ACSA Secondary Co-administrator of the Year
- Karen Huffines, Director, Elementary Programs and School Leadership
Category: ACSA Curriculum and Instruction Administrator of the Year

Presenter:

Colleen Slattery, Assistant Superintendent, Human Resources

Financial Impact:

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

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

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

Packet Information Item:

None

Recommendation:

Recognition item only

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FEBRUARY 3, 2016
REGULAR MEETING MINUTES — 6:30 P.M.

1.0 **CALL TO ORDER**— President Greg Daley called the meeting of the Rocklin Unified School District Board of Trustees to order at 6:30 P.M., February 3, 2016 in the District Administration Office located at 2615 Sierra Meadows Drive, Rocklin, CA, 95677. A quorum was established.

2.0 **ROLL CALL**

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

Student Representative: Rhianna Christian, *Victory High School*

Administrative Staff: Roger Stock, *Superintendent*; Kathleen Pon, *Deputy Superintendent Educational Services*; Barbara Patterson, *Deputy Superintendent Business and Operations*; Colleen Slattery, *Assistant Superintendent Human Resources*; Craig Rouse, *Senior Director Facilities and Operations*; Karen Huffines, *Director Elementary Programs & School Leadership*; Marty Flowers, *Director Secondary Programs and School Leadership*; Tammy Forrest, *Director of Special Education and Support Programs*; Diana Capra, *Chief of Communications and Community Engagement*; Mark Williams, *Principal Victory High School and Rocklin Independent Charter Academy*; Kristina Royer, *Program Specialist II, Special Education*; Bryce Lauritzen, *Program Specialist II, Special Education*; Jessica Gilmore, *Program Specialist II, Special Education*; Brenda Meadows, *Recorder*.

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

4.0 **AUDIENCE/VISITORS PUBLIC DISCUSSION** – Greg Daley 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.

Public Comment: No public comment was made.

5.0 **COMMENTS FROM STUDENT REPRESENTATIVE** – Student Representative Rhianna Christian provided a report on events happening at elementary and secondary schools.

6.0 **COMMENTS FROM BOARD AND SUPERINTENDENT** – Camille Maben shared that she and fellow Trustee Greg Daley, who serve as Facility Master Plan Representatives, spent the day at the District Office with the Facilities team interviewing architects and learning about the architectural bidding process. Maben also shared that a student from Rocklin Elementary School had the rare opportunity to recently interview, Jose Hernandez, former NASA astronaut, which was an exciting and educational experience for students and staff at a California First 5 Event. Wendy Lang shared that she recently attended a Reserve Officers’ Training Corps (ROTC) Drill Meet, in which Rocklin Unified

School District, Col. Fernandez, Sr. Master Sgt. Barber and ROTC cadets performed well and placed high in the award rankings. Lang also stated that she attended the ROTC Military Ball, recently put on by cadets, highlighting the impressive traditions and ceremonies that are so important to ROTC. Lang also made recent site visits to Twin Oaks Elementary, Cobblestone Elementary, Breen Elementary, and Granite Oaks Middle School to see the great work happening at a few of our RUSD schools. Lang stated that it was great to see teachers so engaged with students and was reminded how teachers go above and beyond on a daily basis. Susan Halldin shared that she recently attended Victory High School's Career Day, learning a lot about career options and apprenticeships for students. Halldin stated that Spring View Middle School also hosted a Career Day and she enjoyed hearing Trustee Daley share with students details on what a pilot career looks like. Greg Daley stated that he enjoyed his time at the Spring View Middle School Career Day and was amazed by the wide range of job opportunities shared with students. Daley thanked the Information Technology (IT) department for their on going work in keeping technology equipment performing efficiently at Board meetings. Daley also thanked Craig Rouse, Senior Director Facilities and Operations, for the chance to participate in the productive architectural interviews held during the week.

7.0 **ACTION ITEMS - CONSENT CALENDAR**

- 7.1 **APPROVE BOARD MINUTES** – Request to approve Board minutes.
7.1.1 January 20, 2016
- 7.2 **APPROVE CERTIFICATED PERSONNEL REPORT** – Request to approve personnel items included on the Certificated Personnel Report. (Colleen Slattery)
- 7.3 **APPROVE CLASSIFIED PERSONNEL REPORT** – Request to approve personnel items included on the Classified Personnel Report. (Colleen Slattery)
- 7.4 **APPROVAL OF BUDGET REVISIONS** – Request to approve budget revisions. (Barbara Patterson)
- 7.5 **APPROVE CONTRACT WITH SIERRA JOINT COMMUNITY COLLEGE DISTRICT FOR SERVICES RELATED TO CONSULTANT WORK FOR ROCKLIN HIGH SCHOOL CAREER TECHNICAL EDUCATION (CTE) PROGRAM IN ADVANCED MANUFACTURING** – Request to approve contract with Sierra Joint Community College District for services related to consultant work for Rocklin High School CTE program in Advanced Manufacturing. (Kathy Pon)
- 7.6 **APPROVE CONTRACT FOR COUNSELING SERVICES** – Request to approve contract with The Place Within Counseling Center Education Services: Wellness Together Program. (Kathy Pon)
- 7.7 **APPROVE BOARD POLICIES (BP) AND ADMINISTRATIVE REGULATIONS (AR) -** Request to approve BP 4154 and AR 4154 on Health and Welfare Benefits, BP 4254 and AR 4254 on Health and Welfare Benefits, and BP 4354 and AR 4354 on Health and Welfare Benefits. (Colleen Slattery)
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| 7.7.1 | BP 4154 | Health and Welfare Benefits – Revised |
| 7.7.2 | AR 4154 | Health and Welfare Benefits – New |
| 7.7.3 | BP 4254 | Health and Welfare Benefits – Revised |
| 7.7.4 | AR 4254 | Health and Welfare Benefits – New |
| 7.7.5 | BP 4354 | Health and Welfare Benefits – Revised |
| 7.7.6 | AR 4354 | Health and Welfare Benefits – New |

Camille Maben noted her absence at the January 20, 2016 Board of Trustees meeting and requested removal of **Item 7.1** for separate action.

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

A **MOTION** was then made by Susan Halldin and seconded by Wendy Lang to approve **item 7.1**, January 20, 2016 Board Minutes. Motion passed by the following roll call vote: Student Representative – aye, Lowell – aye, Halldin – aye, Lang – aye, Daley – aye. (Maben abstained).

8.0 **ACTION ITEMS – REGULAR AGENDA**

- 8.1 **APPROVE AB1200 BARGAINING DISCLOSURE FOR CONFIDENTIAL, NON-REPRESENTED, ROCKLIN ADMINISTRATORS PROFESSIONAL ASSOCIATION (RAPA), DEPUTY/ASSOCIATE/ASSISTANT SUPERINTENDENT AND SUPERINTENDENT FOR JULY 1, 2015 THROUGH JUNE 30, 2016** - Barbara Patterson requested Board approval of AB1200 bargaining disclosure for Confidential, Non-represented, RAPA, Deputy/Associate/Assistant Superintendent and Superintendent for July 1, 2015 through June 30, 2016.

A **MOTION** was made by Todd Lowell and seconded by Camille Maben to approve AB1200 Bargaining Disclosure for Confidential, Non-represented, RAPA, Deputy/Associate/Assistant Superintendent and Superintendent for July 1, 2015 through June 30, 2016. Motion passed unanimously.

- 8.2 **APPROVE CONFIDENTIAL EMPLOYEES TENTATIVE AGREEMENT (TA)** – Colleen Slattery requested Board approval of the Tentative Agreement with Confidential Employees.
- 8.3 **APPROVE SALARY INCREASE TO CLASSIFIED NON-REPRESENTED SALARY SCHEDULE TO MATCH AGREEMENTS WITH OTHER BARGAINING GROUPS** – Colleen Slattery requested Board approval of salary increase to Classified Non-Represented Salary Schedule(s) for 2015-16 and 2016-17 to match agreements with other bargaining groups.
- 8.4 **APPROVE ROCKLIN ADMINISTRATORS PROFESSIONAL ASSOCIATION (RAPA) TENTATIVE AGREEMENT (TA)** – Colleen Slattery requested approval of the Tentative Agreement with the Rocklin Administrators Professional Association.
- 8.5 **APPROVE DEPUTY/ASSOCIATE/ASSISTANT SUPERINTENDENT SALARY SCHEDULE TO MATCH AGREEMENTS WITH ROCKLIN ADMINISTRATORS PROFESSIONAL ASSOCIATION** – Roger Stock requested Board approval of the salary increase and adjustment to the Deputy/Associate/Assistant Superintendent Salary Schedule to match agreements with RAPA.

A **MOTION** was made by Wendy Lang and seconded by Susan Halldin to approve **Items 8.2, 8.3, 8.4 and 8.5**. [8.2 (Tentative Agreement with Confidential Employees), 8.3 (Salary increase to Classified Non-Represented Salary Schedules for 2015-16 and 2016-17 to match agreements with other bargaining groups), 8.4 (Tentative Agreement with the Rocklin Administrators Professional Association), and 8.5: (Salary increase and adjustment to the Deputy/Associate/Assistant Superintendent Salary Schedule to match agreements with RAPA).] Motion passed unanimously.

- 8.6 **APPROVE AB1200 BARGAINING DISCLOSURE FOR CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) FOR JULY 1, 2015 THROUGH JUNE 30, 2016** - Barbara Patterson requested approval of AB1200 bargaining disclosure for CSEA for July 1, 2015 through June 30, 2016.

A **MOTION** was made by Wendy Lang and seconded by Camille Maben to approve AB1200 bargaining disclosure for CSEA for July 1, 2015 through June 30, 2016. Motion passed unanimously.

- 8.7 **APPROVE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) ROCKLIN CHAPTER #773 TENTATIVE AGREEMENT (TA)** – Colleen Slattery requested Board approval of Tentative Agreement with the California School Employees Association.

A **MOTION** was made by Wendy Lang and seconded by Todd Lowell to approve Tentative Agreement with the California School Employees Association. Motion passed unanimously.

- 8.8 **APPROVE RESOLUTION NO. 15-16-13 AMENDING JOINT POWERS AGREEMENT FORMING THE SCHOOL RISK AND INSURANCE MANAGEMENT GROUP (SRIMG)** – Barbara Paterson requested approval of Resolution No. 15-16-13 amending Joint Powers Agreement forming the School Risk and Insurance Management Group (SRIMG).

A **MOTION** was made by Susan Halldin and seconded by Camille Maben to approve Resolution No. 15-16-13 amending Joint Powers Agreement forming the School Risk and Insurance Management Group (SRIMG). Motion passed by the following roll call vote: Lowell – aye, Maben – aye, Halldin – aye, Lang – aye, Daley – aye.

Comments: Susan Halldin asked for clarification on the current bylaws and who would provide the agreement. Barbara Patterson responded that School Risk and Insurance Management Group (SRIMG) provides the agreement.

- 8.9 **APPROVE BOARD POLICIES (BP) AND ADMINISTRATIVE REGULATIONS (AR) -** Kathy Pon, Deputy Superintendent, Educational Services requested Board approval of revisions to BP 6151 and AR 6151 on Class Size, and BP 6112 and AR 6112 on School Day.

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|-------|---------|----------------------|
| 8.9.1 | BP 6151 | Class Size – Revised |
| 8.9.2 | AR 6151 | Class Size – Revised |
| 8.9.3 | BP 6112 | School Day – Revised |
| 8.9.4 | AR 6112 | School Day – Revised |

Comments:

Wendy Lang, asked about language in BP 6151 (page 2) regarding class size and 24:1 student ratio for TK – 3rd grade classes. Kathy Pon responded that the language included in BP 6151 is District policy and allows class size in Transitional Kindergarten (TK) to 3rd grade to be an “average” of 24 students. Barbara Patterson also stated that part of the language in the policy, including the paragraph Lang referenced, was specifically written in response to the Local Control Funding Formula (LCFF). The average class size ratio model allows the District flexibility, including keeping families together whenever possible (instead of redirecting students) which has been very positively received. Camille Maben asked about Instructional Aide time and where aide time takes affect in relation to class size. Patterson responded that Transitional Kindergarten (TK) and Kindergarten (K) classes are provided 65 minutes of aide time and grades 4 – 6 get additional aide time if class is over a certain size. Superintendent Stock shared that the District is looking closely at class size and student growth rate, taking into consideration new construction, as the District makes enrollment and staffing projections for the next school year.

A **MOTION** was made by Todd Lowell and seconded by Wendy Lang to approve revisions to BP 6151 and AR 6151 on Class Size, and BP 6112 and AR 6112 on School Day. Motion passed unanimously.

9.0 INFORMATION AND REPORTS

- 9.1.1 **REVIEW OF SPECIAL EDUCATION SUPPORTS AND SERVICES REPORT: UPDATE ON ACTIONS TO DATE** – Tammy Forrest, Director Special Education Support Programs and Special Education Program Specialists: Kristina Royer, Jessica Gilmore, and Bryce Lauritzen. Presenters shared with Trustees that the Rocklin Unified School District has begun implementing the recommendations from WestEd’s Special Education Supports and Services Update on Action to Implement the Study Report in efforts to improve provision of special education instruction within the District. The update presentation was the third update from the Special Education Department regarding actions taken in response to findings indicated in WestEd’s Special Education Report. Special Education current and future steps to be taken included:
- Continued implementation of actions outlined in report.
 - Use of budget planning and staffing processes for 2016-17 to identify specific personnel structures that improve and strengthen programs.
 - Continued work addressing the Response to Findings, both internally and through the MTSS Task Force to develop system level solutions to issues addressed.
 - Development of a Learning Center pilot to be launched in August 2016.

Forrest thanked Special Education support staff, Jeanine Evans, Ann Inglis, and Diana Romeri for their dedicated work as key support players in providing teachers, students and families with the services needed for success. Forrest also shared that the Board of Trustees will receive an additional update on Special Education Supports and Services Actions at the May 2016 Board meeting.

Board Comments: Wendy Lang asked about special education student inclusion to general education classrooms and how aide support is provided. Forrest responded that in accordance with District policy and the Individuals with Disabilities in Education Act (IDEA), the time students spend mainstreamed into general education classrooms is meant to be meaningful and successful (aide support is provided if the student requires support). Lang also asked if the District was fully staffed with psychologists and if the District might look at salary level and other benefits to attract and keep these hard to fill positions. Forrest stated that at this time, the District is not fully staffed due to a recent psychologist resignation. Superintendent Stock stated that psychologists are part of the Rocklin Teachers Professional Association (RTPA) group of employees who had a pay increase last year and the District has started conversations with RTPA about best practices to recruit these “hard to fill positions.” Lang complimented Forrest and the Special Education team on the good work happening in the District and the forward moving progress of Special Education support services being offered. Todd Lowell welcomed Jessica Gilmore, Program Specialist, to the District. Lowell asked Kristina Royer, Program Specialist/team veteran, to identify the differences in the program and its efforts now versus a year ago. Royer shared that the Special Education Leadership Team (SPELT), together with regular focus group meetings and information gathering, has been tremendously helpful compared to years past and has rejuvenated the work being done. Royer stated that staff is looking “forward and not back” especially when it comes to implementation of procedures and what families and students need to be successful. Lowell asked about ongoing parent communication “protocol.” Forrest responded that protocol includes a communication agreement that is available on the website available to parents in response to timely communications (response protocol is 48 hours). Lowell asked what the protocol was for providing parents with a draft copy of their student’s Individualized Education Program (IEP) prior to an IEP meeting. Forrest stated that current and best practice is to continue providing as much detail to parents with as much advanced notice as possible prior to meeting to allow parents time to review and engage appropriately, often referred to as “meaningful participation.” Forrest stated that there is not a specific time frame. Lowell asked if the Special Education department would be working on a policy that would clarify this for parents. Forrest stated

“yes.” Camille Maben thanked the Special Education team for their hard work, especially for the work being done around mental health issues. Susan Halldin stated that she was very pleased to see the RUSD Learning Center Pilots proposal in the update. Halldin asked for clarification from Royer regarding “program referral” process. Royer shared that the process and forms are used to assist students who are transitioning to different services and help with documentation of student needs and supports required. Halldin asked Gilmore about the Accessible Curriculum for All (ACA) Cohort through PCOE and how many were in the cohort. Gilmore responded that 18 were in the ACA cohort. Halldin also asked if ACA and Universal Design for Learning (UDL) were separate. Gilmore responded that they had the same focus. Halldin suggested that developing a practice/policy that is specific in the number of days a parent can expect to receive IEP paperwork for review (prior to an IEP) would be beneficial. Halldin also stated the importance of identifying appropriate student learning level curriculum for students who are mainstreamed into general education classes, that would better support instructional strategies and services needed by teachers and students. Greg Daley welcomed Gilmore to the District and thanked Forrest and Special Education staff for their hard work. Daley requested that the survey information mentioned in the report, which will be brought back to Trustees in May, include input from “all parents.” Forrest stated that the survey will be sent to parents in addition to being part of the next Special Education Parent Meeting Forum. Daley asked Lauritzen which grade level of teachers were being trained in providing Non-violent Crisis Intervention (NCI) to students. Lauritzen responded that secondary teachers are currently being targeted, with some elementary as well, and is open to all staff (teachers, custodians, instructional aides, etc). Daley asked that the Special Education team to continue providing this important training to as many staff as possible. Daley stated that he liked the “Padlet” tool that Google offers and sees teachers getting excited about using it.

- 10.0 **PENDING AGENDA** – Greg Daley requested that the Board add the consideration of “live streaming” board meetings as a future agenda information item. Daley requested that staff prepare a report on options, considerations and costs to bring back for Board review.
- 11.0 **CLOSED SESSION** – Closed session convened at 8:25 P.M. regarding the following matters:
- 11.1 *Conference with Legal Counsel – Anticipated and Existing Litigation* as authorized by Government Code section 54956.9
- 11.2 *Public employee discipline/dismissal/release pursuant* to Government Code section 54957
- 11.3 *Conference with Labor Negotiators* as authorized by Government Code Section 54957.6
 District Representative(s): Roger Stock, Superintendent
 Barbara Patterson, Deputy Superintendent, Business and Operations
 Colleen Slattery, Assistant Superintendent Human Resources
- 12.0 **RECONVENE TO OPEN SESSION** – President Daley reconvened the meeting to open session.
- 13.0 **REPORT OF ACTION TAKEN IN CLOSED SESSION** – No action was taken in closed session.
- 14.0 **ADJOURNMENT**– President Daley adjourned the meeting at 9:20 P.M.

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

CERTIFICATED/MANAGEMENT PERSONNEL REPORT

RESIGNATION/RETIREMENT:

1. Amanda Hetzel, SDC Teacher, Rock Creek Elementary, effective 6/30/16

CHANGE IN 2015-16 CONTRACT:

2. Janine Elliott, 0.90 FTE to 1.0 FTE Speech Language Pathologist, effective 2/18/16 – 6/2/16

2016 SUMMER SCHOOL ADMINISTRATORS:

3. Leza Davis, Elementary Summer School Principal
4. Skott Hutton, Secondary Summer School Principal

CLASSIFIED PERSONNEL REPORT

RESIGNATIONS/RETIREMENT:

1. Tammy Wilson, Computer Maintenance Technician, Tech Services, Resigned, 2/5/16
2. Tracey Eidsath, Data Assessment Evaluation Specialist, District Office, Resigned, 2/16/16
3. Meredith Hodgson, Special Ed Instructional Aide I/ Instr. Aide, Granite Oaks, Resigned 2/5/16
4. Liz Rockway, Business Technician II, Payroll, District Office, Retiring, 5/6/16

LEAVE OF ABSENCE:

5. Nicholas Bresnyan, Night Custodian, District Office, 1/26/16—3/15/16
6. Erin Azarfahimi, Nutrition Services Worker I, Nutrition Services, 2/6/16—3/15/16
7. Tosha Chauvin, Special Ed Instructional Aide, Rocklin High School, 2/22/16—3/18/16

NEW HIRES FOR 2015-16:

8. Richard Page, Special Ed Instructional Aide II, Sunset Ranch Elementary, 1/26/16
9. Lucille Oja, Nutrition Services Worker I, Rocklin High Cafeteria, 1/26/16
10. Cody Moraga, Groundskeeper I, Maintenance & Operations, 2/1/16
11. Emma Falcon, Special Ed Instructional Aide I/Instructional Aide, Granite Oaks, 2/1/16
12. Shampa Chaudhuri, Special Ed Instructional Aide I, Valley View Elementary, 2/4/16
13. Jacquelyn Ferguson, Instructional Aide, Rock Creek Elementary, 2/3/16
14. Christi Galela, Special Ed Instructional Aide II, Rocklin High School, 2/8/16

RECLASSIFICATIONS/CHANGE IN HOURS:

15. Andrea Barker, Instructional Aide, Ruhkala Elementary, Increase in hours, 1/26/16
16. Sabrina March, Instructional Aide, Valley View Elementary, Increase in hours, 1/26/16
17. Deborah Tachis, Instructional Aide, Valley View Elementary, Increase in hours, 1/26/16
18. Nancy Cavanaugh, Special Ed Instructional Aide I, Rocklin Elementary, Site Change, 1/20/16

ROCKLIN UNIFIED SCHOOL DISTRICT HUMAN RESOURCES

19. Bryan Givens, Speech Language Pathology Assistant, District-wide, Increase in hours, 2/1/16
20. Bryan Givens, Special Ed Instructional Aide II, Spring View, Resigned hours, 1/29/16
21. ThuAnn Joe, Instructional Aide, Sunset Ranch Elementary, Increase in hours, 1/26/16
22. Alexandria Hetrick, Instructional Aide, Sunset Ranch Elementary, Decrease in hours, 2/1/16
23. Karen Pihl, Special Ed Instructional Aide II, Sierra Elementary, Site Change, 2/9/16
24. Sara Arnold, Nutrition Services Worker II, Nutrition Services, Increase in hours, 2/26/16
25. Melissa McClintock, Nutrition Services Worker II, Nutrition Services, Increase in hours, 2/26/16
26. Alicia Appleby, Special Ed Instructional Aide II, Sunset Ranch, Increase in hours, 2/10/16
27. Tammy Zianno, Library Aide, Rocklin Elementary, Increase in hours, 1/26/16
28. Marilyn Brown, Special Ed Instructional Aide I, Rocklin High School, 2/17/16

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

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

Background:

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

Status:

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

Presenter:

Barbara Patterson, Deputy Superintendent, Business & Operations

Financial Impact:

Current year: \$3,423.29
Future years: N/A
Funding source: Local sources

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

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

Packet Information:

List of donations

Recommendation:

Staff recommends accepting donations.

DONATIONS /March 2, 2016

Date	Donor	Donation	Comment/Purpose	School Site
1/30/2016	Tracy Gorman	\$105.00	Wells Fargo Matching Gift Program	Antelope Creek
1/30/2016	Wells Fargo Matching Gift Program	\$105.00	On behalf of Tracy Gorman	Antelope Creek
1/22/2016	Tamara Cadieux	\$300.00	GAP Matching Volunteer Hours	Antelope Creek
1/29/2016	Lifetouch	\$696.00	Rebate from school pictures	Breen
1/29/2016	Eva Olivares	\$45.00	PG&E Employee Giving Program	Cobblestone
1/29/2016	Kristi Hoisington	\$259.00	PG&E Employee Giving Program	Cobblestone
1/29/2016	PG&E Matching Program	\$304.00	On behalf of E. Olivares & K. Hoisington	Cobblestone
12/17/2016	J. Whitney/C. Pinkerton Fund	\$750.00	Grant for purchase of library books	Parker Whitney
1/4/2016	Nicole Lathrop/Placer Title	\$250.00	Donation from house sale	Ruhkala
2/5/2016	Kimberly Higa	\$300.00	Well Fargo Community Support Program	Ruhkala
1/29/2016	Grant Kageta	\$83.04	PG&E Employee Giving Program	Sierra
2/1/2016	Kimberly-Clark Foundation	\$80.00	For school supplies	Valley View
2/1/2016	AT&T Employee Giving Program	\$40.00	On behalf of Jennifer Huston, Parent	Valley View
1/29/2016	Liquid Luv Co., Inc.	\$106.25	Thank you to Career Day preseners	Spring View
1/21/2016	North American Title	140 Used Monitors		Rocklin HS
	Total	\$3,423.29		

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Contractor Agreement for Rocklin High School Varsity Baseball Field
Renovation Project

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

Background:

The District requested a quote for the varsity baseball field renovation project at Rocklin High School. The infield needs to be properly graded to create a smooth and properly drained surface.

Status:

A contract agreement with Delta Bluegrass Co. has been prepared and is presented to the Board of Trustees for ratification.

Presenter:

Craig Rouse, Senior Director Facilities, Maintenance & Operations

Financial Impact:

Current year: \$4,950.00
Future years: N/A
Funding source: General Fund (01)

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

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

Packet Information:

Contractor Agreement included.

Recommendation:

Staff recommends ratification of the contract for the varsity baseball field renovation project at Rocklin High School in the amount of \$4,950.00 with Delta Bluegrass Co.

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

This Agreement is entered into by and between the Rocklin Unified School District, ("District"), and Delta Bluegrass Co., ("Contractor"), identified under social security number/federal identification number _____ with its principal place of business/office(s) located at P.O. Box 307, Stockton, CA 95201. 68-0396913

1. **TERM OF AGREEMENT / DATE(S) of SERVICE(S):** January 21, 2016 to February 19, 2016.

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

Rocklin High School Varsity Baseball Field Renovation Project as more described in the attached Exhibit "A".

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

3. **COMPENSATION:** In consideration of the Services fully rendered to District as described above, District agrees to pay Contractor a total fee of \$4,950.00. The District will make reasonable good faith efforts to pay all compensation due to Contractor within thirty (30) days of completion of Contractor's Services hereunder and the District's receipt of a properly completed invoice from Contractor for services rendered. Contractor further agrees that the District will not have any liability whatsoever as to any work or expense not specifically documented herein and properly invoiced by Contractor to District within sixty (60) days of completion of Services.

Other Consideration/Notes: _____

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

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

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

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

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

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

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

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

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

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

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

20. INDEMNIFICATION: Contractor agrees to indemnify, defend, and hold harmless, the District (and its officers, employees, trustees, agents, successors and assigns) from and against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including, but not limited to, personal injury, death at any time, and property damage), arising out of or made necessary by Contractor's performance of this Agreement, breach of its terms, negligent acts or omissions, including as may arise resulting from Contractor's failure to make payments to Contractor's employees or consultants, if any, and/or self-employment taxes. In no event will the District's liability hereunder exceed a total of \$2,000,000.00.

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

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

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

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

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

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

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

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

If to Contractor, notice will be addressed to:
Name: Delta Bluegrass Co.
Address: P.O. Box 307
City/State/Zip: Stockton, CA 95201

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

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

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

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

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

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

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

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

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

[signatures on next page]

AGREED TO AND ACCEPTED:

Contractor:

District:

Delta Bluegrass Co / Zuckerman Heritage Trc Rocklin Unified School District

By: 
Official Authorized Signature

By: 
Official Authorized Signature

Steve Abella
Printed Name

BARBARA PATERSON
Printed Name

Its: Sports Turf Manager
Title

Its: Deputy Superintendent, Business & Operations
Title

2/1/16
Date

2/3/16
Date

License Number: 752734

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

WORKERS COMPENSATION CERTIFICATE

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

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

CONTRACTOR: Delta Bluegrass Co

By: Steve Abella

Title: Sports Turf Manager

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

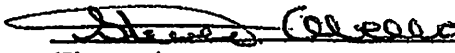
To the Governing Board of Rocklin Unified School District:

I, Delta Bluegrass (Name of Contractor) certify that:

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

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

Executed at Stockton, California on 2/1/16
Date


(Signature)

Steve Abella
(Typed or printed name)

Sports TwF Manager
(Title)

P.O. Box 307 Stockton, CA
(Address)

866 825-4200
(Telephone)

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

1. Jim Paroli
2. Umberto Rios
3. Albert Salcido
4. Jose Villanueva
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

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

I am the Sports Manager of Delta Bluegrass ("Bidder") submitting the
(Title/Position) (Bidder Name)
accompanying Bid Proposal for the Work described as Grading.

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

2. The Bidder's DIR Registration Number is: 1000007968 The expiration date of the Bidder's DIR Registration is June 30, 20__.

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

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

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

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

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

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

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

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

Executed this 1 day of Feb, 2016 at Stockton CA.
(City and State)

Steve Abella
(Signature)

Steve Abella
(Name, typed or printed)

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

I am the _____ for _____ in connection with
(Superintendent/Project Manager) (Contractor)

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

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

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

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

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

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

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

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

I declare under penalty of perjury under California law that the foregoing is true and correct. I executed this Certification on this _____ day of _____, 20__ at

(City and State)

By: _____

(Typed or Printed Name)

Rocklin High School
5301 Victory Lane

Request for Quotation

Date: _____
 School Contact / Title – Requesting Quote: _____
 Contact E-Mail: _____ Contact Phone: Dept.: _____
 Project Name: _____ Project Address/Location: _____
 Quote Due Date: _____ Quote is good for: (circle one) 30 days 60 days 90 days 120 days

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

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

Quantity	Description/Scope of Work to Be Performed	Unit Price	Extended Price
Attach additional sheets if necessary		Grand Total	

Estimated Time to Complete Project: _____ Drawing Attached: Yes No

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

Please type or print legibly

Company Name: _____

Company Address: _____

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

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

Rocklin High School

5301 Victory Lane

Request for Quotation (cont.)

DIR Classification(s) of workers to be utilized:

Check all that apply:

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

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

DIR Prevailing Wage Hot Line (415) 703-4774

Printed Name: _____

Signature of Authorized Person: _____ Date: _____

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

Office Use:

Recommended for Contract By:

Print Name _____ Initials _____ Date: _____

Department: _____

Budget Code: _____ PO/Contract #: _____

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

PWC-100 Processing Date: _____ By: _____

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

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

Rocklin High School
5301 Victory Lane

Sub-contractors _____ Please type or print legibly

Company Name: _____

Company Address: _____

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

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

DIR Classification(s) of workers to be utilized:

Check all that apply:

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

Company Name: _____

Company Address: _____

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

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

DIR Classification(s) of workers to be utilized:

Check all that apply:

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

EXHIBIT "A"



Contractor's License No. C-27 752734
 Provided By: Steve Abella
 Cell: 866-825-4200
 209-471-4933

SPORTS TURF ESTIMATE

Valid for 90 days

Date	Estimate #	Job #
1/19/16		

Project Name & City: Rocklin High School Baseball Infield skin grading project – Rocklin, Ca
Customer Name: Rocklin Unified School District Contact Person: Rene
Address: City: Rocklin State: Ca.

Terms	Rep	Contact	Phone	Fax	E-Mail
Net 30	SA	Rene	916 759-9651		rccaballero@rocklin.k12.ca.us

Description/Details	Qty.	Rate	Total
<p>Varsity infield Infield Skin Renovation</p> <ul style="list-style-type: none"> • Edge back edge of infield skin • Loosen infield skin to prepare for grading process • Laser Grade infield skin and base paths to create a smooth properly drained surface 	<u>11,500 SF</u>	\$4,950.00
Thank you for your business!	TOTAL		\$4,950.00

Specific Exclusions Include:

- Irrigation repair or adjustment
- New Infield clay
- Infield conditioners

- ESTIMATE PRICE SHALL BE SUBJECT TO ADDITIONS OR DELETIONS, BASED ON CHANGES AND SQUARE FOOTAGE SHIPPED AND INSTALLED, OR CHANGES IN SCOPE OF WORK AS SET FORTH IN THIS ESTIMATE.
- UNLESS OTHERWISE STATED, DELTA BLUEGRASS COMPANY AGREES TO SUPPLY ALL MATERIALS. LABOR AND SUPERVISION TO PERFORM WORK AS DESCRIBED IN ESTIMATE DETAILS.
- ANY INCREASE OR DECREASE IN CONTRACT PRICE, CHANGE OF THE WORK OR CHANGES IN THE CONTRACT TIME MUST BE SET FORTH IN A CHANGE ORDER SIGNED BY OWNER AND CONTRACTOR.
- EITHER PARTY SHALL HAVE THE RIGHT TO CANCEL THIS CONTRACT WITHIN (3) DAYS OF SIGNING SUCH CONTRACT WITHOUT INCURRING ANY PENALTIES. CANCELLATION MUST BE IN WRITING AND DELIVERED TO THE STATED ADDRESS OF THE OTHER PARTY.
- IN THE EVENT OF ANY CONTROVERSY, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT, OR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER FROM THE LOSING PARTY REASONABLE EXPENSES, ATTORNEY FEES AND COSTS.
- FINANCE CHARGES WILL BE ADDED ON ALL INVOICES NOT PAID IN FULL AT 2% NET 30.
- IF PRODUCT IS ORDERED, DELIVERED, AND, FOR REASONS BEYOND OUR CONTROL, RETURNED TO US, A RESTOCKING CHARGE MAY APPLY.
- ESTIMATE VALID FOR 90 DAYS.
- SIGNING THIS PROPOSAL ACKNOWLEDGES ACCEPTANCE OF PRICE, TERMS, & CONDITIONS. Proposal must be signed and returned prior to commencement of work.

DATE ACCEPTED: _____ SIGNATURE: _____

DELTA BLUEGRASS SIGNATURE:  _____ Steve Abella

P.O. Box 307 • Stockton • California • 95201
(866)825-4200 • (209)471-4933 • (209) 939-3238 Fax •
sabellasportsturf@hotmail.com

ROCKLIN UNIFIED SCHOOL DISTRICT

Item 8.8
CONSENT
March 2, 2016

BOARD AGENDA BRIEFING

SUBJECT: Approve City of Rocklin 3rd Street Five Year Lease Agreement for Transition Program

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

Background:

The City of Rocklin has proposed leasing the 3rd Street property for five years to Rocklin Unified School District for one dollar a year. The District will be responsible for the maintenance, custodial and repairs of the building. The HVAC unit was replaced in 2007 and the 50 year metal roof was installed in 2008. Facilities, Maintenance and Operations have inspected both the HVAC unit and the metal roof and expect no major repairs or maintenance during the lease period. The Transition Program is currently housed on this property.

Status:

A five year lease agreement with the City of Rocklin has been prepared and is presented to the Board of Trustees for approval.

Presenter:

Craig Rouse, Senior Director, Facilities, Maintenance & Operations

Financial Impact:

Current year:	\$1.00
Future years:	\$1.00
Funding source:	General Fund (01)

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

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

Packet Information:

Lease agreement with the City of Rocklin

Recommendation:

Staff recommends Board approval of the five year lease agreement with the City of Rocklin to house the Transition Program and authorize the Superintendent or his designee to sign on their behalf.

CITY COUNCIL RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN
APPROVING AND AUTHORIZING THE CITY MANAGER
TO EXECUTE A LEASE AGREEMENT BY AND BETWEEN
THE ROCKLIN UNIFIED SCHOOL DISTRICT AND
THE CITY OF ROCKLIN
(3rd Street Recreation Building at 5540 3RD Street, Rocklin, CA)**

The City Council of the City of Rocklin does resolve as follows:

WHEREAS, the City Council of the City of Rocklin supports the use of the 3rd Street Recreation Building structure located at 5540 3rd Street for use by the Rocklin Unified School District for educational purposes; and

WHEREAS, Rocklin Unified School District's use of the 3rd Street Recreation Building will provide educational opportunities within the community.

NOW THEREFORE, the City Council of the City of Rocklin resolves as follows:

Section 1. The City Council of the City of Rocklin hereby approves and authorizes the City Manager to execute a Lease Agreement by and between the Rocklin Unified School District and the City of Rocklin (3rd Street Recreation Building at 5540 3rd Street, Rocklin, CA) in the form attached hereto as Exhibit A and by this reference incorporated herein.

PASSED AND ADOPTED this _____ day of _____, 2016, by
the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Mayor

ATTEST:

Barbara Ivanusich, City Clerk

**LEASE AGREEMENT BY AND BETWEEN
THE ROCKLIN UNIFIED SCHOOL DISTRICT AND
THE CITY COUNCIL OF THE CITY OF ROCKLIN
(3rd Street Recreation Building, 5540 3rd Street, Rocklin, CA)**

This Lease (Lease) is entered into as of _____, 2016, by and between the Rocklin Unified School District (Tenant) and the City of Rocklin (City). This Lease is written in support of the cooperative effort on the part of the City of Rocklin and the Rocklin Unified School District to provide educational facilities throughout the City. It is emphasized that the formal language of the Lease agreement contained herein should in no way detract from the fine spirit of cooperation that exists between the City of Rocklin, the City Council of the City of Rocklin, and the Rocklin Unified School District to maintain, operate, and provide access to the 3rd Street Recreation Building as place of education.

RECITALS

A. City owns the property located at 5540 3rd Street, Rocklin, California, and the structure located on the real property (collectively, "Property").

B. Tenant desires to lease from City and City desires to lease to Tenant the existing structure and the immediately adjacent grounds as shown on the plan of the Property attached as Exhibit A (Leased Premises) for the purpose of education.

AGREEMENT

Therefore, for good and valuable consideration the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. Lease of Premises.

City leases to Tenant and Tenant leases from City the Leased Premises located at 5540 3rd Street, Rocklin, CA (Exhibit A) on the terms and conditions set forth in this Lease.

Section 2. Use.

A. Tenant agrees to use the Leased Premises for the purpose of educating Rocklin students as part of the Rocklin Unified School District curriculum. Tenant agrees not to use the Leased Premises for any unlawful purpose.

B. Tenant shall not commit any acts on the Leased Premises nor use the Leased Premises in any manner that will increase the existing rates for or cause cancellation of any fire, liability, or other insurance insuring the Leased Premises or the improvements on the Leased Premises. Tenant shall comply with all requirements of City's insurance carrier that are necessary for the continued maintenance at reasonable rates of fire and liability insurance policies on the Leased Premises and the improvements on the Leased Premises.

C. Tenant shall not commit any waste or any public or private nuisance upon the Leased Premises.

D. Tenant shall comply with all laws, rules, and orders of all federal, state, and municipal governments or agencies that may be applicable to the use of the Leased Premises.

Section 3. Term.

The term of this Lease shall be for a period of five (5) years, initial term, commencing on February 1, 2016, and unless terminated sooner in accordance with this Lease, ending on January 31, 2021 (Term).

Section 4. Renewal; No Renewal if in Default.

The Term of this Lease may be extended, following the initial term, for one or more periods of one (1) year per extension (Extension Period), up to a total cumulative term of 5 years following the initial term. Should Tenant be in default of any term or condition of the Lease at the expiration of the Term this lease shall then terminate upon the expiration of the then current initial term or extension period.

Section 5. Rent.

Tenant shall pay to City during the Term (including any Extension Period) of this Lease as yearly rental for the Leased Premises the sum of One and 00/100 Dollars (\$1.00) per year, which shall be paid upon commencement of this Lease and on the first anniversary of the commencement of the Lease, and on each subsequent anniversary of the commencement of the Lease during the Term, including any Extension Period.

Section 6. Taxes.

Pursuant to California Revenue and Taxation Code section 107.6, Tenant is notified that the property interest acquired by Tenant in the Leased Premises under this Agreement may be subject to property taxation as a possessory interest in real property, and Tenant may be subject to the payments of property taxes levied on that interest.

Section 7. Personal Property Taxes.

During the Term, including any Extension Periods, Tenant shall pay all taxes assessed against and levied upon fixtures, furnishings, equipment, and all other personal property of Tenant contained in the Leased Premises prior to delinquency, and when possible Tenant shall cause these fixtures, furnishings, equipment, and other personal property to be assessed and billed separately from the real property of City. If any of Tenant's fixtures, furnishings, equipment, and other personal property is assessed and taxed with City's real property, Tenant shall pay to City Tenant's share of the taxes within ten (10) days after delivery to Tenant by City of a statement in writing setting forth the amount of the taxes applicable to Tenant's property.

Section 8. Alterations.

Tenant shall not make or suffer to be made, any alterations of the Leased Premises, or any part of the Leased Premises, without the prior written consent of the City Manager or his or her designee. Any additions to, or alterations of, the Leased Premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to the City. Any alterations shall be in conformance with the requirements of all municipal, state, and federal authorities, rules, regulations and applicable codes.

Section 9. Maintenance and Repair.

A. Tenant acknowledges that Tenant is leasing the Leased Premises on an "as is" basis. Tenant shall, subject to City's obligations under this Lease, at all times during the Term, and at Tenant's sole cost and expense, keep, maintain, and repair the building and other improvements upon the Leased Premises in good and sanitary order and condition.

The standard of maintenance and repair shall be consistent with other public buildings maintained by the City of Rocklin.

B. Tenant agrees on the last day of the Term or on sooner termination of this Lease to surrender the Leased Premises with appurtenances, in the same condition as when received, reasonable use and wear, and damage by fire, act of God, or by the elements excepted. Tenant shall regularly sweep and clean the sidewalks and enclosed patio area adjacent to the Leased Premises, as needed, and shall be responsible for keeping the Leased Premises free of debris.

Section 10. Compliance with Law.

Tenant shall, at Tenant's sole cost, comply with all of the requirements of all municipal, state, and federal authorities pertaining to the use of the Leased Premises. Tenant shall not commit, or suffer to be committed, waste upon the Leased Premises, or nuisance or other act or thing that may disturb the quiet enjoyment of the neighborhood.

Section 11. Insurance.

A. Tenant agrees to procure and maintain public liability insurance from a responsible insurance company authorized to do business in California, with a combined single limit of not less than Two Million Dollars (\$2,000,000.00) for injury or death to any person or damage to Leased Premises, for any claim demands, or causes of action of any person arising out of accidents occurring on the Leased Premises during the Term, including any Extension Period, or arising out of Tenant's use of the Leased Premises. City, its officers, employees, and volunteers shall be added as insureds with respect to liability; provided, that coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Civil Code §2782(b).

B. Each policy of insurance shall be issued by a responsible insurer in the names of City and Tenant. Tenant shall deliver a certificate for each insurance policy to City with all relevant endorsements. Each policy of insurance shall be primary and noncontributory with any policies carried by City and, to the extent obtainable, any loss shall be payable notwithstanding any act or negligence of City that might otherwise result in forfeiture of insurance. Each insurance policy shall provide that a thirty (30) day notice of cancellation and of any material modification of coverage shall be given to all named insureds. The insurance coverage required under this Section may be carried by Tenant under a blanket policy insuring other locations of Tenant's business, provided that the Leased Premises covered by this Agreement are specifically identified as included under that policy. Tenant agrees that upon the failure to insure as provided in this Agreement, or to pay the premiums for the insurance, City may contract for the insurance and pay the premiums, and all sums expended by City for the insurance shall

be considered additional rent under this Agreement and shall be immediately repayable by Tenant.

C. Tenant agrees that in the event of loss due to any of the perils for which it has agreed to provide bodily injury and property damage coverage, Tenant shall look solely to its insurance for recovery. Tenant hereby grants to City, on behalf of any insurer providing bodily injury or property damage to Tenant or City with respect to the services of the Tenant herein, a waiver of any right to subrogation which any such insurer of said Tenant may acquire against the City by virtue of the payment of such loss under such insurance.

D. City shall maintain fire and extended coverage, and at City's option, earthquake insurance, throughout the Term, including any Extension Periods, in an amount equal to at least ninety percent (90%) of the replacement value of the building that includes the Leased Premises, together with other insurance as may be required by City's lender or by any governmental City. Tenant waives any right of recovery from City, City's officers and employees, and City waives any right of recovery from Tenant, Tenant's officers or employees, for any loss or damage (including consequential loss) resulting from any of the perils insured against in the standard form fire insurance policy with extended coverage endorsement.

Section 12. Indemnification of City.

Tenant, as a material part of the consideration to be rendered to City under this Lease, agrees to indemnify and defend City from any claims, demands, and causes of action of any nature and any expense incident to the defense, for physical injury to or death of persons or loss of or damage to Leased Premises of any kind including other goods, wares, merchandise, and items of display, occurring on or about the Leased Premises that grow out of or are connected with Tenant's use and occupation of the Leased Premises or the condition of the Leased Premises, or from the failure of Tenant to keep the Leased Premises in good condition and repair, as provided in this Lease. Unless caused by the active negligence, sole negligence or willful misconduct of City or unless the condition is one for which City has expressly assumed the responsibility for remedying and the condition is not caused by Tenant.

Section 13. Free From Liens.

Tenant shall keep the Leased Premises and the Property free from any liens arising out of any work performed, material furnished, or obligation incurred by Tenant.

Section 14. Abandonment.

Tenant shall not vacate or abandon the Leased Premises at any time during the Term; and if Tenant shall abandon, vacate, or surrender the Leased Premises or be dispossessed by process of law, or otherwise, any personal property belonging to Tenant and left on the Leased Premises shall, at the option of City, be deemed abandoned.

Section 15. Signs.

Signs placed or permitted to be placed upon the exterior of or in the windows of the Leased Premises shall be in compliance with the City of Rocklin Sign Ordinance (Rocklin Municipal Code Chapter 17.75) and all other applicable laws, rules, regulations, policies, and guidelines adopted by, or under the authority granted by, the Rocklin City Council or the City. Normal sign permit fees charged by the City shall be paid by the Tenant.

Section 16. Utilities.

Tenant shall pay before delinquency all charges for water, gas, heat, electricity, power, telephone service, and all other services or utilities, except sewage (which is to be paid by City) used in, upon, or about the Leased Premises by Tenant or any of Tenant's subtenants, licensees, or concessionaires during the Term. If any utility is not separately metered, Tenant shall reimburse City for Tenant's pro rata share of the cost of the utility determined according to the gross floor area of the Leased Premises as it relates to the total gross leasable area of the portion of the Property that is separately metered and that contains the Leased Premises.

Section 17. Entry.

Subject to reasonable prior notice to Tenant, Tenant shall permit City and City's agents to enter into and upon the Leased Premises at all reasonable times.

Section 18. Assignment and Subletting.

Tenant shall not assign this Lease, or any interest in this Lease, and shall not sublet the Leased Premises or any part of them, or any right or privilege appurtenant to them, or permit any other person other than the agents and servants of Tenant to occupy or use the Leased Premises without the prior written consent of City.

Section 19. Default.

A. Each of the following shall constitute an event of default (Event of Default) under this Lease:

- (i) if Tenant fails to make any payment required by the provisions of this Lease, when due;
- (ii) if Tenant fails within thirty (30) days after written notice to correct any breach or default of the other covenants, terms, or conditions of this Lease;
- (iii) if Tenant abandons the Leased Premises before the end of the Term; or
- (iv) if all or substantially all of Tenant's assets shall be placed in the hands of a receiver or trustee and if this receivership or trusteeship continues for a period of thirty (30) days, or should Tenant make an assignment for the benefit of creditors, or be adjudicated bankrupt, or should Tenant institute any proceedings under any state or federal bankruptcy act in which Tenant seeks to be adjudicated bankrupt, or seeks to be discharged of debts, or should any voluntary proceeding be filed against this Tenant under the bankruptcy laws and Tenant consents to it and acquiesces by pleading or default.

B. Upon the occurrence of an Event of Default, City shall have the right at any time after providing notice of default to Tenant and a 30 day period to elect to terminate the Lease and Tenant's right to possession under the Lease.

Section 20. Attorney Fees; Litigation Costs.

If any action at law or in equity is brought to recover any rent or other sums under this Agreement, or for or on account of any breach of or to enforce or interpret any of the covenants, terms, or conditions of this Agreement, or for the recovery of the possession of the Leased Premises, the prevailing party shall be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

Whenever provision is made in this Agreement for the payment of attorney's fees, such fees shall be payable whether the legal services are rendered by a salaried employee for

the party or by independent counsel and shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action. Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

Section 21. Notices.

Wherever in this Lease it shall be required or permitted that notice and demand be given or served by either party to the other, this notice or demand shall be given or served and shall not be deemed to have been given or served unless in writing and forwarded by certified mail, addressed as follows:

If to City: City of Rocklin
 Attention: City Manager
 3987 Rocklin Road
 Rocklin, California 95677

If to Tenant: Rocklin Unified School District
 Attn: Superintendent
 2615 Sierra Meadows Drive
 Rocklin, California 95677

Either party may change this address by written notice by certified mail to the other.

Section 22. Successors in Interest.

The covenants in this Lease shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties to this Lease; and all of the parties to this Lease shall be jointly and severally liable.

Section 23. Force Majeure.

If either party shall be delayed or prevented from the performance of any act required under this Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations, or other cause without fault and beyond the control of the party obligated, performance of this act shall be excused for the period of the delay and the period for the performance of any act shall be extended for a period equivalent to the period of the delay; provided, however, nothing in this Section shall excuse Tenant from the prompt payment of any rental or other charge required of Tenant except as may be provided elsewhere in this Lease.

Section 24. Partial Invalidity.

If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the provisions of this Lease shall remain in full force and shall in no way be affected, impaired, or invalidated.

Section 25. Captions.

The various headings and numbers in this Lease and the grouping of the provisions of this Lease into separate sections and paragraphs are for the purpose of convenience only and shall not be considered a part of this Lease.

Section 26. Time.

Time is of the essence in this Lease.

Section 27. No Oral Agreements.

This Lease includes in full each agreement of every kind between the parties concerning the specific terms of the City's lease of the Premises to the Tenant, and all preliminary negotiations and agreements pertaining to the terms upon which the City will lease the Premises to the Tenant are merged in this Lease, and there are no oral agreements or implied covenants made in connection with this Lease.

Section 28. Authority.

All individuals executing this Agreement on behalf of the Lessee represent that they are authorized to execute and deliver this Agreement on behalf of that entity.

Section 29. Governing Law

This lease shall be governed by and construed in accordance with the laws of the State of California.

The parties have executed this Lease on the day and year first above written.

CITY OF ROCKLIN

By: _____
Ricky A. Horst, City Manager

ROCKLIN UNIFIED SCHOOL DISTRICT

By: _____
Roger Stock, Superintendent

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)

On this _____ day of _____, 20____, before me
_____, notary public,

(Notary Name and Title)

personally appeared _____

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

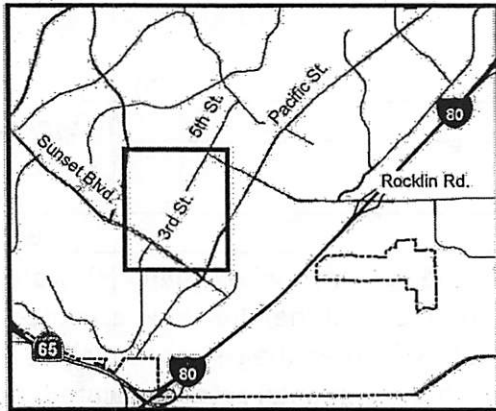
I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

My Commission Expires: _____

Notary Public in and for said county and state

(SEAL)

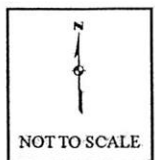
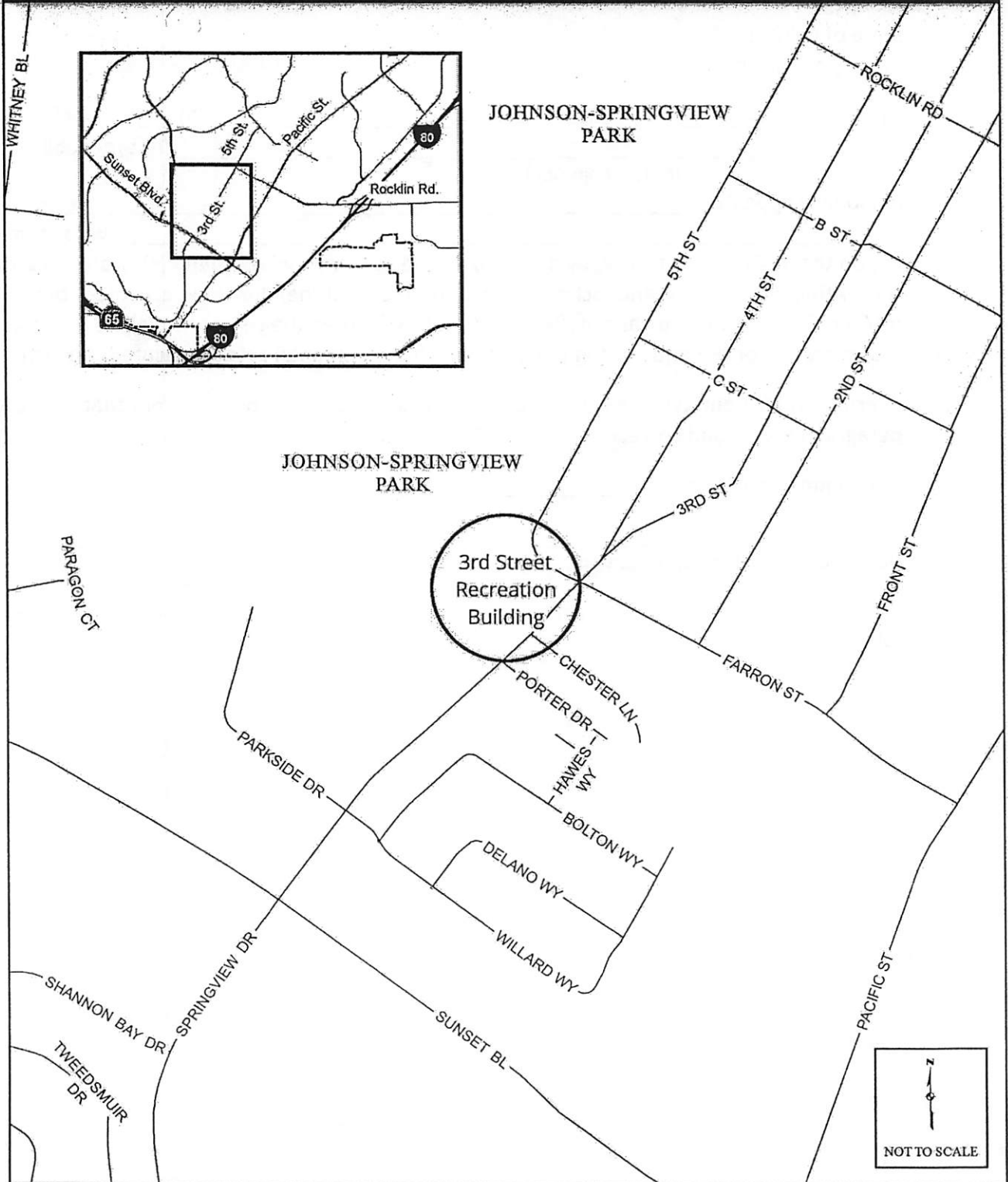
Location Map



JOHNSON-SPRINGVIEW
PARK

JOHNSON-SPRINGVIEW
PARK

3rd Street
Recreation
Building



ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Selection of Architectural Firms for Future Construction Projects

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

Background:

In order to receive reimbursable state funding for qualifying new construction and modernization projects, the District solicited architectural firms through the Request for Proposal (RFP) process.

Status:

The District Selection Committee, which included Trustee Greg Dailey, Trustee Camille Maben, Superintendent Roger Stock, Craig Rouse, Renee Caballero, Gib Benthin, and Marty Flowers, interviewed five architectural firms and recommend approving the following three firms to create a pool of architectural firms for future project selection. The term for these architects will be from March 03, 2016 to March 03, 2021.

Rainforth Grau Architects
WLC Architects
ATI Architects and Engineers

Presenter:

Craig Rouse, Senior Director, Facilities, Maintenance & Operations

Financial Impact:

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

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

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

Packet Information:

None

Recommendation:

Staff recommends approval of selection of architectural firms for future construction and modernization projects with Rainforth Grau Architects, WLC Architects and ATI Architects and Engineers.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approval of Contract with KidsFirst for Treatment Curriculum

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

The Board approved funds at their January meeting to address the increased need for mental health services for District students. This is the second of two contracts for direct services; the first, with *The Place Within Counseling Center*, was approved at the February 3rd Board meeting and will be piloted beginning mid-February. For this second contract, our District is working in conjunction with PCOE for the facilitation of social skills groups at several sites. Through this consortium, we've been able to secure services for seven sites, while only paying for two sites.

Status:

The District has contracted with *KidsFirst* to provide a treatment curriculum known as the "Dinosaur School" which is targeted for younger students. The program, which focuses on social/emotional skills and problem solving, will be provided at Valley View Elementary and Sierra Elementary schools.

Presenter(s):

Kathy Pon, Deputy Superintendent, Educational Services

Financial Impact:

Current year: Not to exceed \$15,400.00
Future years: Ongoing costs for 2016-17, if this contract is continued
Funding source: 1x Funds

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

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

Packet Information:

District Contract and *KidsFirst* Addendums 1.0 and 2.0

Recommendation:

Staff recommends Board approval of the contract with *KidsFirst* to provide the *Small Group Dinosaur* treatment curriculum.

**ROCKLIN UNIFIED SCHOOL DISTRICT
CONTRACT FOR OUTSIDE SERVICES OR CONSULTANTS**

THIS AGREEMENT, made this 2nd day of March, 2016, by and between the Rocklin Unified School District, in Placer County, State of California, hereinafter called "DISTRICT", and KidsFirst, a duly qualified consultant or contractor in the areas of Counseling, hereinafter called "CONTRACTOR."

The DISTRICT and CONTRACTOR hereby agree as follows:

1. Description of Services:

CONTRACTOR agrees to provide the following services to DISTRICT:

KidsFirst will provide a comprehensive program, the "Dinosaur School", which is treatment curriculum for children ages 4-8 years, focusing on social/emotional skills and problem solving. To be provided at Valley View and Sierra Elementary schools. See 1.0 and 2.0

2. Contract Documents:

The contract documents consist of this Contract, the General Provisions, any specifications, drawings, and/or general conditions, attachments, and completed insurance forms.

3. Compensation:

As full compensation for all services contemplated by this Contract, CONTRACTOR shall be recompensed as follows:

Contract Price: Total not to exceed \$15,400.00. See 2.0

4. Contract Term:

The term of this Contract shall be from March 2, 2016 to June 2, 2016 inclusive, subject to the provisions of Section 7 of the General Provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first written above.

By:

Barbara Patterson
Deputy Superintendent
Business & Operations

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

Phone: (916) 624-2428
Facsimile: (916) 624-7246

By:

Kelly LeRossignol
Authorized Signature
KidsFirst
Company Name
124 Main Street
Address
Roseville CA 95678
City State Zip Code
Title
Chief Operating Officer

Phone: 916-774-6802 Ext. 2020
Facsimile: 916-774-2685

ROCKLIN UNIFIED SCHOOL DISTRICT
Outside Services or Consultants Contract
General Provisions

1. **ASSIGNMENT/DELEGATION:** Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
2. **STATUS OF CONTRACTOR:** The parties intend that CONTRACTOR, in performing the services herein specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of DISTRICT and is not entitled to participate in any pension plans, insurance, bonus or similar benefits DISTRICT provides its employees.
3. **INDEMNIFICATION:**
 - (a) CONTRACTOR agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release DISTRICT, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including attorney's fees and witness costs that may be asserted by any person or entity, arising out of or in connection with the tortious acts or errors or omissions of CONTRACTOR hereunder, whether or not there is concurrent passive or active negligence on the part of DISTRICT, but excluding liability due to the sole negligence or willful misconduct of DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
 - (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with contractor's performance hereunder.
4. **INSURANCE:** With respect to the performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors to maintain insurance as described below:
 - (a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. Said policy shall be endorsed with the following specific language: "this policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT."
 - (b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$1,000,000 combined single limit for each occurrence. Said insurance shall include, but not be limited to: premises and operations liability, independent contractor's liability, and personal injury liability.
 - (c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.
 - (d) Each said comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:
 - (1) DISTRICT, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
 - (2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

General Provisions

- (3) The insurance provided herein is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.
- (4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.

(e) Professional Liability (Errors and Omissions) Insurance for all activities of the CONTRACTOR arising out of or in connection with this Agreement is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT."

(f) Documentation:

The following documentation shall be submitted to the DISTRICT:

Properly executed Certificates of Insurance clearly evidencing all coverage's, limits, and endorsements required above. Said certificates shall be submitted prior to the execution of this Agreement.

Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

Upon DISTRICT'S written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of DISTRICT'S request.

(g) Policy Obligations:

CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(h) Material Breach:

If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. DISTRICT, at its sole option, may terminate this Agreement and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONTRACTOR, County may deduct from sums due to CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

5. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AN MAKING PAYMENTS: All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills an payments sent by mail shall be addressed as follows:

DISTRICT:

ATTN: ACCOUNTS PAYABLE DEPARTMENT
Rocklin Unified School District
2615 Sierra Meadows Drive
Rocklin, CA 95677

Reference: District Contract Number/Purchase Order Number
for identification of all invoices pending payment.

CONTRACTOR:

KidsFirst
124 Main Street
Roseville, CA 95678

General Provisions

and when so addressed, shall be deemed given upon receipt via United States Mail, postage prepaid, provided it is forwarded "certified," or "registered" with proof of receipt. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

Note: Federal Internal Revenue regulations require this office to report all payments to individuals for consultant services.

6. **MERGER:** This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
7. **TERMINATION:**
 - (a) DISTRICT may terminate this Agreement by giving thirty (30) calendar days written notice to CONTRACTOR. In the event DISTRICT elects to terminate the Agreement without cause, it shall pay CONTRACTOR for services rendered to such date.
 - (b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the Agreement, either party may terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive payment for all services satisfactorily rendered provided, however, that there shall be deducted from such amount the amount of liquidated damage, if any, sustained by DISTRICT by virtue of any breach of the Agreement by CONTRACTOR.
8. **TRANSFER OF RIGHTS:** CONTRACTOR assigns to DISTRICT all rights throughout the work in perpetuity in the nature of copyright, trademark, and patent, right to ideas in and to all versions. CONTRACTOR agrees to take such actions as are necessary to protect the rights assigned to DISTRICT in this Agreement, and to refrain from taking any action which would impair those rights. CONTRACTOR responsibilities under this contract include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as CONTRACTOR may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of DISTRICT.
9. **NONDISCRIMINATION:** CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.
10. **EXTRA (CHANGED) WORK:** Any scope of service or contract revisions will require prior written approval. These approved changes must be supported on a district change order. Failure of the CONTRACTOR to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.
11. **CONFLICT OF INTEREST:** CONTRACTOR represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement. CONTRACTOR further represents that in the performance of this Agreement, no person having such interest will be employed.

General Provisions

12. **OWNERSHIP OF WORK PRODUCT:** DISTRICT shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information gathered or computed by CONTRACTOR prior to termination of this Agreement by DISTRICT or upon completion of the work pursuant to this Agreement.
13. **ATTORNEY'S FEES:** In the event either party brings an action or proceeding for damages arising out of the other's performance or to establish the right or remedy of either party under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs as part of such action or proceeding, including non-reimbursable litigation expenses such as expert witness fees and investigation expenses. No lawsuit pertaining to any matter arising out of or under this Agreement shall be instituted in any state other than California.
14. **CONTRACTOR'S WARRANTY:** DISTRICT has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of CONTRACTOR'S work by DISTRICT shall not operate as a waiver or release.
15. **TAXES:** CONTRACTOR agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case DISTRICT is audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes on those earnings.
16. **DUE PERFORMANCE:** Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.
17. **NO THIRD-PARTY BENEFICIARIES:** There are no intended third-party beneficiaries of this Agreement.
18. **NO WAIVER OF BREACH:** The waiver by DISTRICT of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
19. **FINGERPRINTING:** By execution of this Contract, the CONTRACTOR acknowledges that Education Code Section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation and school site food-related services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the DISTRICT determines that the CONTRACTOR and CONTRACTOR'S employees will have limited contact with pupils. In making this determination, the DISTRICT will consider the totality of the circumstances, including factors such as the length of time the CONTRACTOR and CONTRACTOR'S employees will be working, and whether the CONTRACTOR and CONTRACTOR'S employees will be alone or with others. The DISTRICT further reserves the right to determine, on a case-by-case basis, to require any entity providing school site services to comply with the requirements of this paragraph.

General Provisions

(a) DISTRICT Determination of Fingerprinting Requirement Application

The DISTRICT has considered the totality of the circumstances concerning the Project and has determined that the CONTRACTOR and CONTRACTOR'S employees:

are subject to the fingerprinting requirements of Education Code Sections 45125.1 and Paragraph (b) below is applicable.

are not subject to the fingerprinting requirements of Education Code Section 45135.1 and Paragraph (c) below, is applicable

(b) If the DISTRICT has determined that fingerprinting is required, the CONSULTANT expressly acknowledges that: (1) CONTRACTOR and all of CONTRACTOR'S employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education code Section 45125.1; (2) CONTRACTOR shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) CONTRACTOR shall certify in writing to the Governing Board of the DISTRICT that none of its employees who may come in contacts with students have been convicted of a serous or violent felony; and (4) CONTRACTOR shall provide to the Governing Board of the DISTRICT a list of names of its employees who may come in contact with students. The CONTRACTOR is required to fulfill these requirements at its own expense.

(c) Even if the DISTRICT has determined that fingerprinting is not required, the CONTRACTOR expressly acknowledges that the following conditions shall apply to any work performed by the CONTRACTOR and/or CONTRACTOR employees on a school site: (1) CONTRACTOR and Consultant's employees shall check in with the school office each day immediately upon arriving at the school site; (2) CONTRACTOR and CONTRACTOR employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, CONTRACTOR and CONTRACTOR'S employees shall not change locations without contacting the school office; (4) CONTRACTOR and CONTRACTOR'S employees shall not use student restroom facilities; and (5) If CONTRACTOR and/or CONTRACTOR'S employees find themselves alone with a student, CONTRACTOR and CONTRACTOR'S employees shall immediately contact he school office and request that a member of the school staff be assigned to the work location.

20. This contract shall be in accordance with the laws of the State of California. Parties further stipulate that this contract was entered into in Placer County and the State of California and is the only appropriate forum for any litigation resulting from breach hereof or any questions arising here from.



Small-Group Dinosaur School for up to 8 children

The Small Group Dinosaur treatment curriculum is delivered in **2-hour, weekly small group sessions (up to 8 children per group) for 12 weeks**. Ideally it is offered in conjunction with the 2-hour weekly parenting program (Incredible Years) group sessions so parents have an opportunity to foster their children's learning in Dinosaur School in their interactions with them at home.

Developed by Carolyn Webster-Stratton, PH.D as a comprehensive program for children, the Dinosaur School series for children **ages 4-8 years** focuses on social, emotional skills and problem solving designed as a classroom prevention program and teaches children self-regulation and positive classroom behavior.

The goals of Dinosaur School include preventing, reducing and treating early onset conduct behaviors and emotional problems. Children who complete the program see an increase in social competence, emotional regulation, and problem solving including but not limited to:

- Understand the importance of rules
- Learn how to earn rewards for good behaviors
- Learn how to build friendships
- Learn how to listen, wait, avoid interruptions, and put up a quiet hand to ask questions in class
- Learn how to handle other children who poke fun and interfere with the child's ability to work at school
- Learn how to stop, think, and check work first
- Learn the importance of cooperation with the teacher and other children
- Practice concentrating and good listening skills
- Recognize that anger can interfere with good problem solving
- Learn how to control anger reactions
- Learn coping skills to cope with another person's anger
- Learn how to interact with friends (listening, sharing stories, asking questions)
- Understand why it is important to speak up about something that is bothering you
- Understand when it is appropriate to give an apology or compliment
- Practice friendship skills

Dinosaur School (DINO) Cost Breakdown \$7,700 per school site:

DINO 12- week class (average class size = 8, for children ages 4-8 years old)

Salaries, benefits and taxes: 1 therapist, 1 co-facilitator, 1 evaluator, 1 program manager, and 1 clinical supervisor. Indirect rate: 17.7%. Program supplies include: certificates, certificate jackets, certificate seals, incentives/rewards, and snacks. Mileage calculated at \$0.54 (Federal rate).

Teaching Pro-Social Skills/ Incredible Years
 RUHSD
 School Year 15/16

Updated On: 1/30/16

TPS Cohort II Schools					
School	Start Date	End Date	Total Students	Program	Funding
Springview Middle School, Rocklin	December 7, 2015	February 26, 2016	9	TPS	No Cost
Cohort III Schools					
School	Start Date	End Date	Total Students	Program	Funding
Antelope Creek Elementary	February 8, 2016	Tentative April 15, 2016		TPS	No Cost
Rocklin Elementary	February 8, 2016	Tentative April 15, 2016		TPS (PBIS Site)	No Cost
Parker Whitney Elementary	February 8, 2016	Tentative April 15, 2016		TPS/ (PBIS Site)	No Cost
Valley view	TBD			Incredible Years Dinosaur Program	\$7,700
Sierra	TBD			Incredible Years Dinosaur Program	\$7,700
Cohort IV Schools					
School	Start Date	End Date	Total Students	Notes	Funding
Cobblestone	March 7, 2016	May 20, 2016		*TPS Substitute for Signs of Suicide	No Cost
Springview Middle School	March 7, 2016	May 20, 2016		*TPS Substitute for Signs of Suicide	No Cost
Total MHSA Grant Funded					\$45,102
Total Estimate RUSD					\$15,400

ROCKLIN UNIFIED SCHOOL DISTRICT
BOARD AGENDA BRIEFING

SUBJECT: Approve Resolution 15-16-14, A Resolution Authorizing the Release of Temporary Certificated Employees Pursuant to Education Code 44954

DEPARTMENT: Office of the Assistant Superintendent, Human Resources

Background:

In accordance with Education Code 44954, governing boards of school districts may release temporary employees requiring certification qualifications after serving 75% of the days of the regular school year if the employee is notified before the end of the school year of the Board's decision. There are eleven (11) temporary employees who will receive notification of intent not to reemploy for the 2016-17 school year.

Status:

Staff is now presenting for approval Resolution 15-16-14, a resolution authorizing the release of eleven (11) temporary certificated employees pursuant to Education Code 44954.

Presenter:

Colleen Slattery, Assistant Superintendent, Human Resources

Financial Impact:

Current Year: N/A
Future Year: 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 Item:

Resolution 15-16-14

Recommendation:

Staff recommends approval of Resolution 15-16-14, a resolution authorizing the release of eleven (11) temporary certificated employees pursuant to Education Code 44954.

**RESOLUTION 15-16-14
BEFORE THE BOARD OF TRUSTEES OF THE
ROCKLIN UNIFIED SCHOOL DISTRICT**

**In the Matter of: A RESOLUTION AUTHORIZING THE
NOTIFICATION OF THE RELEASE OF TEMPORARY
CERTIFICATED EMPLOYEES PURSUANT TO
EDUCATION CODE 44954**

The following RESOLUTION was duly adopted by the Board of Trustees of the Rocklin Unified School District at a meeting held on the 2nd day of March, 2016 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, Education Code 44954 allows governing boards to release temporary employees requiring certification qualifications after serving 75% of the days of the regular school year if the employee is notified before the end of the school year of the Board's decision; and

WHEREAS, eleven (11) temporary certificated employees will be notified of the District's intention to release at the end of the 2015 - 2016 school year;

NOW, THEREFORE, BE IT RESOLVED, that the ROCKLIN UNIFIED SCHOOL DISTRICT, at a meeting held on March 2, 2016, hereby authorizes the release of temporary certificated employees 2016-1, 2016-2, 2016-3, 2016-4, 2016-5, 2016-6, 2016-7, 2016-8, 2016-9, 2016-10, 2016-11.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Award Bid for Wireless Equipment and Network Equipment

DEPARTMENT: Office of the Deputy Superintendent, Business & Operations

Background:

The federal Erate program changed many of its guidelines and eligible services for the upcoming fiscal year. As a result, our district qualifies to apply for Category Two services which include maintenance of internal connections such as network equipment. To leverage this opportunity for supplemental federal monies, the District went to bid for Wireless Equipment and Network Equipment for fiscal year 2016-17. Bids were for equipment only.

Should the district be approved for, and receive full or partial federal Erate program funding, it will be used to complete the following:

- Phase 5 of the Board adopted Wireless Plan which will provide WiFi coverage for open spaces inside and adjacent to our school campuses.
- Network equipment modernization to the remainder of our data network infrastructure as outlined in the District's Technology Replacement & Enhancement Plan.

Bids were received from ten responsible bidders.

Status:

Bids were received from the following vendors:

Advantel	H-Wire
CDWG	Insight
Decotech	NWN Corporation
Frontier	PTI Solutions
Gigakom	Sehi

The bids were reviewed by the Chief Technology Officer and the Systems Engineers and it was determined to award the bids to:

RFP #2016-100 Wireless Equipment	CDW Government LLC	\$ 32,825.05
RFP #2016-200 Network Equipment	NWN Corporation	\$638,180.70

This award is subject to receipt of ERATE funding.

Presenter:

Barbara L. Patterson, Deputy Superintendent, Business & Operations
Mike Fury, Chief Technology Officer

Financial Impact:

Current year:		\$ 0.00
Future years:	2016-17	\$ 671,005.75
Funding source:	USAC ERATE Funding for 2016-17	

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 awarding the bids to CDW Government LLC for Wireless Equipment and NWN Corporation for Network Equipment subject to receipt of ERATE funding for this project.

ROCKLIN UNIFIED SCHOOL DISTRICT

Item 8.13
CONSENT
March 2, 2016

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 030216-01 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 Flowers, Director of Secondary Programs and School Leadership

Financial Impact:

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

Materials/Films:

None

Other People Who Might Be Present:

Kathleen Pon, Ed. D., 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 030216-01.

ROCKLIN UNIFIED SCHOOL DISTRICT

Item 9.1
ACTION
March 2, 2016

BOARD AGENDA BRIEFING

SUBJECT: Vote for 2016 California School Board Association (CSBA) Delegate Assembly Representative

DEPARTMENT: Office of the Superintendent

Background:

CSBA's Delegate Assembly is a vital link in the association's governance structure. Working with local districts, county offices, the Board of Directors and Executive Committee, Delegates ensure that the association reflects the interests of school districts and county offices of education throughout the state. Delegates are elected by CSBA member boards in the region the delegate is elected to represent and serve a two year term. Nominees for delegate must be a member of a member board within that geographic region.

The Board as a whole may vote for up to the number of vacancies in the region or sub-region as indicated on the ballot. Each Board member may cast no more than one vote for any one candidate.

Status:

Nominations for representatives for CSBA's Delegate Assembly were accepted during the months of November and December. Ballots are due by March 15, 2016. All re-elected and newly elected Delegates will serve two year terms (April 1, 2016 – March 31, 2018).

Presenter:

Roger Stock, Superintendent

Financial Impact:

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

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

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

Packet Information:

Biographical sketch(es) for Delegate candidates
Copy of Official Ballot

Recommendation:

Staff recommends the Boards consideration of voting for representative(s) to represent sub-region 4-D on the 2016 CSBA Delegate Assembly.

2016 Delegate Assembly Candidate Biographical Sketch Form

DUE: Thursday, January 7, 2016

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 |
 or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department. Late submissions will not be accepted. If you have any questions, please contact Leadership Services department at (800) 266-3382.

Name: <u>Renee Nash</u>	CSBA Region-subregion #: <u>4-D</u>
District or COE Name: <u>Eureka Union School District</u>	Years on board: <u>3</u>
Profession: <u>Attorney</u> Contact Number: <u>(916) 412-8921</u>	E-mail: <u>reneecnash@gmail.com</u>
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>2 years</u>	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I have thoroughly enjoyed serving as a delegate for the last two years and wish to continue for another term. I have a vast background in government affairs, public agency law, advocacy, and other skills that make me a valuable member of the Delegate Assembly. I have attended all meetings during my first term and have been actively involved in every meeting.

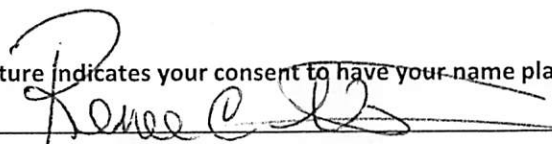
Please describe your activities and involvement on your local board, community, and/or CSBA.

I served on our district's foundation board for eight years, including a term as president, before being elected to my school board in 2012. I created a local non-profit children's theatre that just finished its fifth year in operation. I am actively involved in several other local non-profit organizations in addition to my service on the school board. I served as chair of one CSBA committee in 2015 and will be on the Nominating Committee in 2016 if re-elected to the Delegate Assembly. I also participated in Government Affairs Day at the Capitol in 2015. I have served one term as president of my school board and currently serve as clerk. I have enrolled in CSBA's Masters in Governance program and begin classes in January.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

Funding is of course a big issue and will continue to be in California even as funding increases. This is largely due to the dramatic swings that can occur in funding education. Other significant issues include the lack of bond money for new schools, difficulties associated with teacher tenure and the encroachment of charter schools.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature:  Date: 12/8/15

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **TUESDAY, MARCH 15, 2016**. Only **ONE** Ballot per Board. Be sure to mark your vote "X" in the box.
A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2016 DELEGATE ASSEMBLY BALLOT
SUBREGION 4-D
(Nevada, Placer, Sierra Counties)

Number of vacancies: 1 (Vote for no more than 1 candidate)

Delegates will serve two-year terms beginning April 1, 2016 – March 31, 2018

**denotes incumbent*

Renee Catherine Nash (Eureka Union SD)*

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District/COE Name

Date of Board Action

See reverse side for a current list of all Delegates in your Region.

**Region 4 – Paige K. Stauss, Director (Roseville Joint Union HSD)
8 Delegates (8 elected)**

Below is a list of all the current Delegates from this Region.

Subregion A

Rod Thompson (Red Bluff Joint Union HSD), term expires 2016

Subregion B

Judith Peters (Paradise USD), term expires 2017

Subregion C

Jim Flurry (Marysville Joint USD), term expires 2016

Sharman Kobayashi (Yuba City USD), term expires 2017

Subregion D

Trish Gerving (Nevada City USD), term expires 2017

Renee Nash (Eureka Union SD), term expires 2016

James Brian (Brian) Vlahos (Roseville City SD), term expires 2017

County Delegate

Suzanne Jones (Placer COE), term expires 2016

Counties

Glenn, Tehama (Subregion A)

Butte (Subregion B)

Colusa, Sutter, Yuba (Subregion C)

Nevada, Placer, Sierra (Subregion D)

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Interdistrict and Intradistrict Enrollment Update

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

At the November 18, 2015 Board meeting, questions were raised relating to current Interdistrict and Intradistrict enrollment procedures. Concerns expressed by community members included families moving into and residing within the attendance area of their neighborhood schools and being re-directed due to full enrollment. Community members asked the Board of Trustees to reevaluate Board Policy and Administrative Regulation 5116.1 Intradistrict Open Enrollment. Trustees directed staff to bring back data related to Interdistrict transfers, Intradistrict transfers, other local district policies and practices and recommendations for possible revisions, if warranted.

Status:

Detailed information about Interdistrict and Intradistrict enrollment and related re-directs has been gathered and will be shared. Additionally, this presentation will present policy language from other districts. The staff will share steps to clarify procedures across the District, and will make recommendations to update policy language for Board consideration.

Presenter(s):

Kathleen Pon, Deputy Superintendent

Financial Impact:

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

Materials/Films:

None

Other People Who Might Be Present:

Barbara Patterson, Deputy Superintendent, Business Services
Karen Huffines, Director Elementary Programs and School Leadership
Martin Flowers, Director Secondary Programs and School Leadership

Allotment of Time:

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

Packet Information:

Attachments: Interdistrict and Intradistrict Enrollment Update Presentation
BP and AR 5117 Interdistrict Attendance
BP and AR 5116.1 Intradistrict Open Enrollment

Recommendation:

Informational Item Only

Interdistrict and Intradistrict Enrollment Update

Rocklin Unified School District Board of Trustees Meeting March 2, 2016



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

Overview of Presentation

- ▣ Review issues raised in November, 2015
- ▣ Provide information about and impacts of:
 - Interdistrict enrollment
 - Intradistrict enrollment
 - Redirects within Rocklin Unified
- ▣ Present other districts' practices
- ▣ Recommendations for updating policies and procedures

Issues Raised in November, 2015

- Rocklin students (105 to date) who move into and reside within the attendance area of their neighborhood schools are sometimes redirected to other schools in Rocklin Unified School District (RUSD), due to full enrollment.
- Questions have arisen if interdistrict and intradistrict enrollment students should displace students who are or become neighborhood residents.
- Current regulations allow students approved on Intradistrict Agreements to be given “the same priority as resident students after a year for enrollment purposes.”
- The Board of Trustees asked for more information and data about District enrollment procedures, in order to reevaluate *Board Policy and Administrative Regulation 5116.1 Intradistrict Open Enrollment*.

Interdistrict Enrollment Overview

Interdistrict attendance is approved on a case by case basis and begins at the District office. The Superintendent/designee may deny the granting of interdistrict attendance because of “overcrowding within District schools.” (*BP 5117 Interdistrict Attendance*).

Total Number of Request as of December 31, 2015			
	Total Processed	Withdrawals/ Denials	Net Approved
Incoming	789	6	783
Outgoing	494	0	494
Total	1277	Net Entering RUSD	289

Note: RUSD’s 12th grade graduating class is projected to have approximately 250 more students than the incoming class of kindergarteners in 2016-17. At this rate, the District could be in declining enrollment without interdistrict enrollments.

Interdistrict Enrollment Data

SCHOOL	ENTERING APPROVED 2015-2016
AC	12
BR	21
CS	12
PW	10
RC	20
RE	36
RU	31
SE	91
SR	37
TO	24
VV	17
GO	40
SV	40
RHS	100
WHS	279
VHS	13
RIS	0
TOTAL	783

SCHOOL	LEAVING APPROVED 2015-2016
AC	26
BR	8
CS	26
PW	35
RC	14
RE	30
RU	9
SE	42
SR	9
TO	18
VV	4
GO	21
SV	50
RHS	67
WHS	134
VHS	1
RIS	0
TOTAL	494

The top rated reason for transferring INTO RUSD is to “continue at a school.” About 50% of students on interdistrict enrollment are continuing students.

The second most frequently rated reason is “employment.” Nearly 1 in 5 parents indicate “employment.” However, it is unknown if this is for employment at the school itself, in the District, or within RUSD boundaries.

The third most frequent reason for entering schools in RUSD is for “special academic program.”

Interdistrict Enrollment Practices that “Muddy the Water”

- ▣ Students are taken at impacted sites through interdistrict enrollment under the reason of “employment.” However, this code is not specific. These students’ parents may not be site or even District employees.
- ▣ Many sites have a practice of granting students who have been attending on interdistrict agreements the right to continue, much like the “residency” granted to students on Intradistrict Agreements after a year. However, this is not written in policy.
- ▣ Students who are approved on an Interdistrict Agreement to *continue* in an impacted school may be taking the seats of new students who moved into the District, especially in the summer. This is because most sites let parents know if their student can continue attending before school closes for summer vacation.

Intradistrict Enrollment Data

Approximately 1/3 of elementary students enrolled through Intradistrict Agreements are completing their first year at schools other than their neighborhood schools, and will earn “resident status” in 2016-2017.

Intradistrict Enrollment as of January, 2016

Site	Total School Population	Total INTRA Enrollments	% of Pop
Antelope Creek	542	59	11%
Breen	548	89	16%
Cobblestone	420	61	15%
Parker Whitney	423	49	12%
Rock Creek	550	51	9%
Rocklin Elementary	529	158	30%
Ruhkala	386	53	14%
Sierra	544	46	8%
Sunset Ranch	801	41	5%
Twin Oaks	446	64	14%
Valley View	422	38	9%
Granite Oaks	929	37	4%
Spring View	814	38	5%
Rocklin High	1904	221	12%
Whitney High	1880	225	12%
Victory High	79	0	0%
Total	11217	1230	11%

Some Intradistrict Enrollment Practices that “Muddy the Water”

- ▣ Policy states students new to a school and on Intradistrict Agreements may be returned to their school of residence within the first 10 days of school if overloads occur. However, this practice rarely occurs.
- ▣ Regulations state that “intradistrict requests submitted before March 1st are given priority”. However, this priority may be misleading. Students granted residency through previous Intradistrict Agreements may impact a school’s total enrollment at certain grade levels, and ability to take new students.
- ▣ The Residence Verification (evidence of a bill or document verifying residence) is required when students initially enroll at their school of residence. It is not part of intradistrict enrollment procedures. The perception is that this form screens students living outside of the school attendance area, when in fact, enrollment is open to RUSD residents.
- ▣ Since after a year, students approved by Intradistrict Agreements are made “residents,” coding of reasons for such enrollments are not as well known.

Outstanding Redirected Students *

* Reflects students who are still attending schools instead of their home school, due to redirecting.

- Redirects occur when a student's school of residence is full or a grade level is at its cap, and a student must involuntarily attend a school with space available for their grade level. Transportation is offered to the family.
- Redirects are conducted through the District office.

Site	Total School Population	Redirected from Residence School	% of Pop
Antelope Creek	542	3	1%
Breen	548	12	2%
Cobblestone	420	7	2%
Parker Whitney	423	6	1%
Rock Creek	550	4	1%
Rocklin Elem	529	15	3%
Ruhkala	386	16	4%
Sierra	544	0	0%
Sunset Ranch	801	19	3%
Twin Oaks	446	17	4%
Valley View	422	6	1%

Redirects through
January, 2016

Redirected Students Through January 2016 by Grade Level

Rocklin Unified School District Total Redirects (Through January, 2016)						
Grade	Redirects	Returned	Declined Return	Redirect #2	Left District	Bus
0	27	5	5	0	0	3
1	11	3	0	0	0	2
2	15	6	1	0	1	1
3	15	5	1	2	2	0
4	7	0	1	0	1	1
5	4	0	0	0	0	2
6	26	5	0	3	4	10
Total	105	24	8	5	8	19

- ▣ Generally, students redirected enroll during the summer after students who have requested interdistricts have been accepted.
- ▣ About 1 in 5 students are able to return to their home school.
- ▣ To date, 13% have left the District and 15% have taken advantage of bussing.

Impact of Inter/Intradistrict Enrollments on Redirected Students*

* These numbers reflect the total number of students affected by the redirect process from August - January

Site	Total School Pop	Total INTRA Transfers	% of Pop	Total INTER Transfers	% of Pop	* Redirected from Residence School	% of Pop
Antelope Creek	542	59	11%	11	2%	0	0%
Breen	548	89	16%	16	16%	10	2%
Cobblestone	420	61	15%	13	15%	6	1%
Parker Whitney	423	49	12%	10	12%	5	1%
Rock Creek	547	51	9%	16	9%	3	1%
Rocklin Elem.	529	158	30%	36	30%	16	3%
Ruhkala	386	53	14%	28	14%	11	3%
Sierra	544	46	8%	93	8%	0	0%
Sunset Ranch	801	41	5%	33	5%	29	4%
Twin Oaks	446	64	14%	22	14%	20	4%
Valley View	422	35	8%	0	8%	5	1%

Overall, at the elementary school level, students on Inter/Intradistrict Agreements impact the numbers of students that are then redirected to other District sites.

Other Districts' Procedures

District	Specific Open Enrollment Period for Intradistrict Transfers	Intradistrict Students Considered a Resident After One Year	Require Proof of Address	Renew Annually
Rocklin USD	No	Yes. After 1 year, student given same priority as a resident student for enrollment purposes	No	Yes in AR, but clause also states after a year student is given resident status.
Dry Creek Joint USD	Yes. Jan 15 – Feb 28	No, but student given same consideration, unless transfer results in overcrowding-then would be revoked	No	No, however, may be subject to “displacement if overcrowding
Eureka Union SD	Yes, On or before April 15 th .	No	No	Yes
Roseville City SD	Yes. Jan 4 – Jan 29	No	No	No, however, may be subject to displacement if overcrowding
Elk Grove Unified SD	Yes. Set every year by Sup.; late applications <i>not</i> considered	No	No	No, however, may be subject to displacement if overcrowding
Davis Joint USD	Yes. Policy states “published deadline”	No. Policy doesn’t state “resident” but, once enrolled, student shall not be required to reapply for readmission	No	No

District Staff's Steps to Clarify Procedures



- ▣ Create more specific coding to clarify reasons for inter/intradistrict enrollment requests to better understand which students from outside of the attendance area are possibly impacting sites.
- ▣ Create clearer timelines for accepting interdistrict and intradistrict enrollments, to avoid confusion in the community with priority deadlines for intradistrict over interdistrict enrollment requests, and to ensure priority for Rocklin residents.
- ▣ Ensure principals and attendance clerks understand timelines and procedures to ensure more District-wide consistency.
- ▣ Ensure District staff are consulted before accepting intradistrict requests at the site levels, to ensure redirected students have priority for opportunities to return to their attendance schools.

Recommendations for Updating Policies and Procedures

- Consider revising intradistrict policies so that the District can reserve the right to suspend the “residency after one year” clause at impacted sites. Criteria for “impacted” might include funding levels, facilities constraints, or projected student enrollment from attendance area.
- Consider policy language that states when creating classes for the new year, priority is given to redirected students who now live within the school attendance boundaries over interdistrict students who may be returning as “continuing students.”
- Revoke the ability for students requesting interdistrict enrollment to attend impacted schools and become “residents” in special programs.

Conclusion

Staff will:

- ▣ Return later in March with Board Policy and Administrative Regulations that reflect Board direction.
- ▣ Continue to work with sites on coding students accurately in Aeries who are attending under Interdistrict and Intradistrict Agreements to better understand reasons why our students are attending our schools.
- ▣ Work with principals and office staff to improve communication and the implementation of policies to provide consistency across the District.

Board Policy

Interdistrict Attendance

BP 5117
Students

The Board of Trustees recognizes that students who reside in one district may choose to attend 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)

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
- 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/Program, enrollment of students, interdistrict attendance

ATTORNEY GENERAL OPINIONS

- 87 Ops.Cal.Atty.Gen. 132 (2004)
- 84 Ops.Cal.Atty.Gen. 198 (2001)

COURT DECISIONS

Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275

Management Resources:

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

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).

The Superintendent or designee may approve interdistrict attendance permits for the following reasons:

1. To meet the child care needs of the student. Such students may be allowed to continue to attend district schools only as long as they continue to use a child care provider within district boundaries.
2. 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. When the student has a sibling attending school in the receiving district, to avoid splitting the family's attendance
4. To allow the student to complete a school year when his/her parents/guardians have moved out of the district during that year
5. To allow the student to remain with a class graduating that year from an elementary, middle, or senior high school

6. 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. 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. 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. 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 inadvisable for the student to attend the school of residence.
12. Other reasons not included on the Interdistrict Transfer Request Application

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)

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: March 7, 2011 Rocklin, California

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 shall annually review enrollment options. 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

1. If a district school receiving Title I funds is identified for program improvement, 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 student attends a 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)

4. The Superintendent or designee may approve a student's transfer to a district school that is at capacity and otherwise closed to transfers upon finding that special circumstances exist that might be harmful or dangerous to the student in the current attendance area, including, but not limited to, threats of bodily harm or threats to the emotional stability of the student.

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 a law enforcement official or social worker, or a properly licensed or registered professional, including, but not limited to, a psychiatrist, psychologist or marriage and family therapist.

b. A court order, including a temporary restraining order and injunction

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/ls/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

Administrative Regulation

Intradistrict Open Enrollment

AR 5116.1
Students

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 given the same priority as students residing in the attendance area of the school for open enrollment purposes. 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. 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
revised: October 16, 2013 Rocklin, California

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Live Streaming/Video-Audio Archiving of Board of Trustee Meetings
DEPARTMENT: Office of the Chief of Communications and Community Engagement

Background:

Board of Trustees President, Greg Daley requested the staff bring forward information regarding the possibility and options for live streaming Board meetings be placed on the agenda at our last board meeting on February 3, 2016.

Status:

Currently, there is only an audio recording of RUSD Board of Trustee meetings and this recording is made available by request. Minutes of the meetings are posted to our District website following their approval at a subsequent meeting.

Presenter(s):

Diana Capra, Chief of Communications and Community Engagement

Financial Impact:

Current year: \$15,000-\$30,000 estimate of one time set up
\$4000 estimate ongoing personnel or \$5000-\$16,000 vendor per year
(does not include Closed Captioning cost)
Future years: ongoing personnel or vendor costs per month
(does not include Closed Captioning cost)
Funding source: Unrestricted general fund

Materials/Films:

None

Other People Who Might Be Present:

Mike Fury, Chief Technology Officer
Jeremy Jeffreys, Broadcast Teacher Rocklin High School

Allotment of Time:

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

Packet Information:

Power Point Presentation

Recommendation:

Information Item Only

LIVE STREAMING/VIDEO-AUDIO ARCHIVING OF BOARD OF TRUSTEE MEETINGS

**Rocklin Unified School District
Board of Trustees Meeting
March 2, 2016**

Diana Capra, Chief, Communication/Community Engagement
Mike Fury, Chief Technology Officer
Jeremy Jeffreys, Broadcasting Teacher
Rocklin High School



Live Video Stream Board of Trustee Meetings

Overview

- Options
- Cost
- Other considerations:
 - Board policy
 - Accessibility

What's Being Done Now

- ❖ Live Streaming/video archive

Sacramento City, Elk Grove, Washington Unified, Tahoe Truckee, Fairfield Suisun, Vacaville to name a few

- ❖ Audio recording only-Contra Costa County

- ❖ No audio or video-Roseville City, Dry Creek Joint Elem., Roseville Joint Union H.S., San Juan, Folsom Cordova, Loomis

What's Involved

- ❖ Purchase and set up/hard wiring
- ❖ Personnel to run camera(s) during meetings
- ❖ Maintain District's website for archived/
recorded version of meetings

The In House Option

- Set up/hard wiring – estimated total cost: \$15,000
- Streaming and posting: You Tube/Vimeo live streaming service
Total Cost: Free
- Ongoing cost of personnel during Board meetings
- Channel 19 also available to use meeting archive
afterwards

Examples:

its
tion
es
Bylaws

Vacaville Unified School District Streaming Media Archive

Archived videos are arranged by date, with the most recent at the top of the list. Click **Video** to watch the meeting with documents, or **Agenda / Minutes** to see just the documents. You can also search the archives by typing keywords into the Search box.
To enable the most effective streaming experience for all browsers and operating systems, please download and install **Silverlight** from Microsoft. The minimum system requirements for watching the Archived video are available [here](#).
[Streaming video support](#)

Meeting Dates

se noted, all
eld at the ESC
:7 p.m.
/ 9 (Governing Board
p 9:00 a.m.)
/ 14
/ 21 (Governing
orkshop 5:30 p.m.)
y 4
y 25 (Recognition 6
W)
y 28 (Governing
orkshop 9:00 a.m.)
}
17

(Recognition 6 p.m.
}

(Special Board
p 5:30 p.m. ESC)
4
ber 1
ber 15
-6
-20
-27 (Recognition 6
-

Upcoming Events

Name	Date
School Board Meeting	March 03, 2016 - 06:30 PM

Search Archives:

Enter Keywords here [Advanced Search](#)

Subscribe via RSS feeds
[Agenda](#) | [Minutes](#) | [Podcast](#) | [Video Podcast](#)

Archived Videos

Name	Date	Duration	Agenda	Board Meeting Minutes	Video	MP3 Audio	MP4 Video
School Board Meeting	Feb 4, 2016	03h 18m	Agenda	Board Meeting Minutes	Video	MP3 Audio	MP4 Video
School Board Meeting	Jan 14, 2016	01h 46m	Agenda	Board Meeting Minutes	Video	MP3 Audio	MP4 Video
School Board Meeting	Dec 10, 2015	02h 35m	Agenda	Board Meeting Minutes	Video	MP3 Audio	MP4 Video
School Board Meeting	Nov 19, 2015	02h 38m	Agenda	Board Meeting Minutes	Video	MP3 Audio	MP4 Video
School Board Meeting	Nov 5, 2015	01h 00m	Agenda	Board Meeting Minutes	Video	MP3 Audio	MP4 Video
School Board Meeting	Oct 15, 2015	03h 08m	Agenda	Board Meeting Minutes	Video	MP3 Audio	MP4 Video
School Board Meeting	Oct 1, 2015	02h 29m	Agenda	Board Meeting Minutes	Video	MP3 Audio	MP4 Video
School Board Meeting	Sep 17, 2015	03h 13m	Agenda	Board Meeting Minutes	Video	MP3 Audio	MP4 Video

FAIRFIELD-SUISUN
UNIFIED SCHOOL DISTRICT
A premier learning community that empowers each student to thrive in an ever-changing world.

Parents
Student

Our District | Schools | Governing Board | Departments | Students | Parents | Community | Staff

Governing Board

Board Meeting Dates
SUSD Trustee Area Boundary Map
Board Member Job Description
Professional Governance Standards
Current Agendas/Minutes
Archived Agenda/Minutes
Board Meeting Summary Notes
Board Meeting Videos
2013-2014 School Year

Governing Board Regular Meeting [02-11-16]
from Fairfield-Suisun USD **PLUS**

2:45:10

vimeo

Archived Video Link

Live Video Embedded into a webpage

Set Up Needs

1. (quantity: 1) Datavideo SE-600 8-Input A/V Switcher with CV/DVI-D/DVI-I B&H #DASE600
2. (quantity: 2) Sony RM-BR300 Joystick Remote Control Panel B&H #SORMBR300 MFR #RMBR300
3. (quantity: 5) Sony EVI-D100 PTZ Camera kit B&H #VAM100PTZCKW MFR #999-2001-1000
4. (quantity: 6) RS232 Cable connectors to Cat-5 adapters (to tie into cameras)
5. (quantity: 2) Display port to DVI cables
6. (quantity: 2) Good i7 HP desktop PC w/22" + monitor (one to use as graphic generator and the other to use to stream video)

Set Up Cost Continued

7. (quantity: 2) HP Z27s 27" Widescreen LED Backlit IPS Monitor
B&H #HEZ27S MFR #J3G07A8#ABA Approximate
8. Various power cords & cables
9. Various A/V needed to tie in to existing A/V system
10. 500' Spool of RG-6 Coax Cable (for video line runs)
11. SD video capture device

Outside Vendor Options...

\$30,000 set up with ongoing monthly fees for Granicus/Swagit not including labor.

The screenshot shows a web browser window displaying the Santa Rosa County School District website. The page title is "January 21, 2016 School Board". The main content area is a meeting agenda with the following items:

- Meeting Index | Full Agenda | Share
- Items A & B - A. Call to Order and Roll Call B. Pledge of Allegiance
- Items A & B
- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- Item C - Approval of Minutes 1. School Board Meeting Minutes Dec. 8, 2015
- Item D - Oral Written Communications
- Item E - Recognition/ Honors/ Proclamations 1. Military Volunteer Recognition Day 2. Love's Recognition 3. Hobbs Middle School Celebrate Library Week
- Item F - Public Hearing 1. Public Hearing on revisions to 2015-2016 Student Code of Conduct 2. Public Hearing on Instructional Materials - Art Adoption 3. Request to Advertise Public Hearing on
- Item G - Public Forum - (Request to address the School Board regarding an item not on the agenda)
- Administrative Agenda H. Approval of Agenda- Items may be pulled from this Administrative Agenda and placed under the respective Action Agenda category by request of the Board
- Items H & I - Action Agenda 1. Administrative/Operational Recommendations- Joy Harrell, Assistant Superintendent for Administrative Services 1. Supplement 012116.2 Escambia County School
- Item I - Food Service Quarterly Report 012116
- Item J - DAG Architects Agenda Items
- Item K - Pender Martin Agenda Items
- Item L - Schindl Consulting Agenda Items
- Item M - Crystal Administrative Complex
- Item N - Salivind Condominium Association of Gulf Breeze - Easement
- Item O - Direct Purchasing Change Orders
- Item P - Human Resource Recommendations- Coral Cambley, Assistant Superintendent for Human Resources 1. Human Resource Action Agenda
- Item Q - AUDIO WAS JOINED IN PROGRESS- K. Curricular and Instructional Recommendations - Bill Emerson, Assistant Superintendent for Curriculum and Instruction 1. Early
- Item R - Alternative Placements
- Item S - K3 & K4 3. Affiliation Agreement CVS Menate Clinic 4. Affiliation Agreement West Florida Hospital
- Item T - West Navarre Intermediate School Advisory Council By-laws Revision
- Item U - District Issued Vocational Teacher Certification
- Item V - High School Athletic Schedules - Spring 2016
- Item W - Class Size Reduction Compliance Plan
- Item X - Early Head Start and Head Start Roadshows Goals (RG) Assessment Outcomes (Review Only) 10. Early Head Start Head Start Monthly Report for November and December
- Item Y - Financial Recommendations - Susan McCole, Assistant Superintendent for Finance M. Items from Board Attorney N. Items from Board Attorney O. Items from Superintendent P.

The browser's address bar shows the URL: http://santarascountyfl.org/system/Agenda/2016_1_21_Meeting/56174743396864. The page footer indicates it was downloaded on 1/21/2016 at 11:37 AM.

Other considerations

- ❖ Update Board Bylaw #9324
- ❖ Accessibility

Potential Cost Estimates

❖ In House Option

Initial Set Up/Equipment \$15,000+

Ongoing Personnel Costs \$4,000 per year

❖ Outside Vendor Option

Initial Set Up/Equipment \$30,000

Ongoing meeting fees cost range: \$5,000-\$16,000
per year

For both/Closed Captioning approx. \$9,000 per year

Possible next steps

- ❖ Change RUSD Bylaw #9324
- ❖ Arrange for contract/services/equipment
- ❖ Identify personnel
- ❖ Communicate changes

PENDING BOARD AGENDA ITEMS

February 2016

Agenda Item	Administrator	Board Meeting
Williams Uniform Complaints, Quarterly Report <i>(Consent)</i>	Ed Services	July
Resolution Delegating Barbara Patterson as Representative and Roger Stock as Alternate Representative to Joint Powers Board for SIG <i>(Consent)</i>	Business & Operations	July
Non-Public School and Agency Master Contracts for the Upcoming School Year	Ed Services	July
Resolution Adopting Declaration of Need for Fully Qualified Educators <i>(Action)</i>	Human Resources	July
Tax Report for CFD No. 1 and No. 2, Yearly Adoption	Business & Operations	July/August
Summer School Program Report	Ed Services/Staff	July/August
Information and Related Actuarial Reports on Workers' Compensation Claims & Health/Welfare Benefits for Retired Employees After 65	Business & Operations	August
Resolution Approving Listed Teachers to Teach Specified Courses Outside their Credential Authorizations in Departmentalized Setting (per Ed Code Sections 44258.3, 44263 and 44256(b))	Human Resources	August
BP 9270 - Conflict of Interest, Biannual Review – (Every Other Year, Action)	Business & Operations	August 2016
School Opening/Readiness Report <i>(Information)</i>	Ed Services/Staff	August
Unaudited Actuals, Approve District Certification	Business & Operations	August/September
Resolution Establishing Appropriation Limitation (GANN) <i>(Action)</i>	Business & Operations	August/September
Summer Civic Program Update – (Information)	Chief of Communications	September
Hold Public Hearing and Approve Resolution Affirming Sufficient Textbooks and Instructional Materials <i>(post Notice of Public Hearing 10 days in advance; required by the 8th week of the start of school)</i> <i>(Action)</i>	Ed Services	September/October
RUSD Employee Years of Service Recognition	Human Resources	September/October
Williams Uniform Complaints, Approve Quarterly Report <i>(Consent)</i>	Ed Services	October
RUSD Strategic Plan Quarter 1 Update <i>(Information)</i>	Strategic Planning	October/November
Set Date for Annual School Board Organizational Meeting <i>(Action)</i>	Superintendent	November
First Interim Report <i>(Action)</i>	Business & Operations	December
Organizational Board Meeting/Special Presentation to Board President <i>(Action)</i>	Superintendent	December

Single Plan for Student Achievement <i>(previously known as School Improvement Plan)</i> <i>(Consent)</i>	Ed Services	December
Audit Report <i>(Action)</i>	Business & Operations	January
Schedule Goal Setting Workshop	Superintendent/Staff	January
Williams Uniform Complaints, Approve Quarterly Report <i>(Consent)</i>	Ed Services	January
Budget Assumptions & Priorities	Business & Operations	February
Identify Teachers for Non-Reelection; Prepare Letters of Notification <i>(March 1st Mtg – Closed Session)</i>	Human Resources	February
Resolution Authorizing the Release of Temporary Certificated Employees Pursuant to Ed Code 44954 <i>(Consent)</i>	Human Resources	March <i>(1st Mtg)</i>
Present Draft School Year Calendar <i>(two years out - Consent)</i>	Human Resources	March <i>(1st Mtg)</i>
Annual Board Action Regarding Distribution of Non-Reelection Letters	Human Resources	March <i>(1st Mtg)</i>
Finalize District's Proposal and Prepare for Sunshining Process	Human Resources	March <i>(1st Mtg)</i>
Notify the Board in writing by April 1; complete Performance Evaluation for the Superintendent, per contract schedule	Superintendent/Board	March
Annual Resolution Authorizing the Release of Free/Reduced Lunch Information for CAASPP Testing <i>(consent)</i>	Ed Services	March
Certification of Temporary Athletic Team Coaches <i>(consent)</i>	Human Resources	March
Special Education Update	Ed Services	March
Strategic Plan Quarter 2 Update <i>(Information)</i>	Strategic Planning	March
Vote for CSBA Delegate Assembly Representative(s) for Region 4D <i>(Action)</i>	Superintendent	March
School Year Calendar <i>(two years out - Consent)</i>	Human Resources	March <i>(2nd Mtg)</i>
Budget Update/Information	Business & Operations	March/April
Sierra College Report (Rocklin Graduates)	Ed Services	March/April
School Safety Plans <i>(Consent)</i>	Ed Services/Coord St & Fed Programs	March/April
Annual Personnel Update – Renewal of Contracts for Site Administrators <i>(Closed Session)</i>	Ed Services	April
Williams Uniform Complaints Quarterly Report <i>(Consent)</i>	Ed Services	April
Spelling Bee Winner(s) <i>(Recognition)</i>	Ed Services	April

Annual Review of Master Plan/Nexus Study <i>(Bi-annual—even numbered years)</i>	Facilities	April/May
Developer Fee Update <i>(Bi-annual—even numbered years)</i>	Facilities	April/May
Summer School Principals Approval Contingent on State Funding <i>(include on Certificated Personnel Report)</i> <i>(Consent)</i>	Ed Services	April/May
Second Interim Report/Approval <i>(Action)</i>	Business & Operations	May
RUSD Strategic Plan Quarter 3 Update <i>(Information)</i>	Strategic Planning	May
*Facilities-Use Policy/Practice and Schedule of Fees	Facilities	May
Waivers for Special Education Students who Passed Math Portion of the CAHSEE with Modifications <i>(Consent)</i>	Ed Services	May
Provide Retiree Benefit Update <i>(Bi-annual, every other yr)</i>	Business & Operations	May
Present Tentative Budget and Budget Priorities	Business & Operations	May
Classified Layoff <i>(if necessary)</i>	Human Resources	May
Final Board Action Regarding Administrative Reassignments or First Year Prob/Temp Teachers	Human Resources	May
Approve Resolution for Interfund Transfers of Special or Restricted Fund Monies	Business & Operations	May
AFJROTC Color Guard Special Recognition (Student Representative Unit & Cadet Commander)	Superintendent/Staff	May <i>(2nd Mtg)</i>
Student Board Member Recognition	Superintendent	May <i>(2nd Mtg)</i>
BP/AR 5116.1 – Intradistrict Open Enrollment review as required by Ed Code 35160.5 <i>(must be completed by July 1)</i>	Ed Services	May/June
Complete Superintendent's Performance Evaluation and Update Contract	Superintendent/Board	May/June
CIF Representatives for Upcoming School Year <i>(Consent)</i>	Ed Services	May/June
LCAP Approval/Hold Public Hearing <i>(Action)</i>	Ed Services	May/June
Board Meeting Dates for Upcoming School Year <i>(Consent)</i>	Superintendent	June <i>(1st Mtg)</i>
Resolution Authorizing End-of-Year Budget Transfers <i>(Consent)</i>	Business & Operations	June
Resolution Delegating Certain Contracting Powers to the Superintendent or Designee <i>(Consent)</i>	Facilities	June
Consolidated Applications (Part 1/Part 2)	Ed Services	June
Final Budget Approval/Hold Public Hearing <i>(Action)</i>	Business & Operations	June

Authorization to Dispose of Surplus Property	Facilities	June
EPA Spending Plan	Business & Operations	June
Community Advisory Committee (CAC), Appoint Parent Representative for 2 year Term <i>(every other year, due 2015, Consent)</i>	Ed Services	June
Expulsion Hearing Panel for Upcoming School Year <i>(Consent)</i>	Ed Services	June/July

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