

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

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



NOVEMBER 18, 2015
REGULAR MEETING 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 Placer County Teacher of the Year Recognition, Craig Waechtler, Rocklin High School – (Martin Flowers)

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 October 21, 2015

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

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

8.4 **APPROVE MONTHLY ACCOUNT SUMMARIES** – Request to approve monthly account summaries. (Barbara Patterson)

8.5 **ACCEPT DONATIONS** – Request to accept District donations. (Barbara Patterson)

- 8.6 **APPROVE WILL SERVE LETTER, WHITNEY RANCH PHASE 11B UNIT 46AB** – Request to approve Will Serve Letter for the Whitney Ranch Phase 11B Unit 46AB Project. (Craig Rouse)
- 8.7 **APPROVE PROPOSAL WITH CONERSTONE ENGINEERING FOR CIVIL ENGINNERING SERVICES AT VARIOUS SITES** – Request approval of the proposal with Cornerstone Engineering for civil engineering design services for Rocklin High School “Annex,” Rock Creek Elementary School, Antelope Creek Elementary School and Granite Oaks Middle School and authorization of the Superintendent or designee to sign on their behalf. (Craig Rouse)
- 8.8 **APPROVE PROPOSAL WITH JMPE ELECTRICAL ENGINEERING SERVICES FOR WHITNEY HIGH SCHOOL SOLAR PANELS** – Request to approve proposal with JMPE Electrical Engineering for electrical engineering services to design solar panel electrical distribution and authorize the Superintendent or designee to sign on their behalf. (Craig Rouse)
- 8.9 **APPROVE FOOD SERVICE AGREEMENT WITH PLACER COUNTY OFFICE OF EDUCATION (PCOE)** – Request to approve agreement with PCOE to provide lunches to the Pathways Charter iCARE program. (Barbara Patterson)
- 8.10 **APPROVE KIDSFIRST CONTRACT SERVICE AGREEMENT FOR 2015-16** – Request to approve Contract Service Agreement between KidsFirst and RUSD for the 2015-16 school year. (Colleen Slattery)
- 8.11 **APPROVE AGREEMENT AND STIPULATION FOR EXPULSION** - Request to approve agreement and stipulation for expulsion for student(s) 111815-01, 111815-02, 111815-03, as authorized by Government Code section 35146. (Martin Flowers)
- 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 **PRESENT ROCKLIN ACADEMY II PETITION RENEWAL AND HOLD PUBLIC HEARING** – Request to present Rocklin Academy II Petition Renewal and hold public hearing. (Barbara Patterson)
- 9.2 **HOLD PUBLIC HEARING AND APPROVE WAIVER REQUEST FOR NON-CLASSROOM BASED FUNDING DETERMINATION FORM FOR ROCKLIN INDEPENDENT CHARTER ACADEMY (RICA) FOR 2015-16** – Request to hold public hearing and approve waiver request to the State Board of Education for non-classroom based funding determination form for Rocklin Independent Charter Academy (RICA) for 2015-16. (Barbara Patterson)
- 9.3 **APPROVE EXPENDITURE PLANS FOR CALIFORNIA STATE BUDGET ONE TIME FUNDING FOR EDUCATION** – Request to approve expenditure plans for use of the One Time Mandated Cost Reimbursement funds and Educator Effectiveness funds. (Barbara Patterson)
- 9.4 **APPROVE REDUCTION OF FIELD TRIP TRANSPORTATION RATES** – Request to approve reduction in the field trip transportation rates from \$3.25 per mile to \$3.00 per mile, with the lower rate applicable to all District flat rate field trips. (Barbara Patterson)
- 9.5 **HOLD PUBLIC HEARING FOR 2015-16 JOINT INITIAL CONTRACT PROPOSAL FROM DISTRICT AND CSEA** – Request to hold public hearing regarding the 2015-16 Joint Initial Contract Proposal from District and CSEA. (Colleen Slattery)

- 9.6 **SET DATE FOR ANNUAL SCHOOL BOARD ORGANIZATIONAL MEETING - Request to set date for Annual School Board Organizational Meeting for December 16, 2015. (Roger Stock)**

10.0 **INFORMATION AND REPORTS**

- 10.1 **INTRADISTRICT OPEN ENROLLMENT BOARD POLICY AND ADMINISTRATIVE REGULATION – (Kathleen Pon)**

- 10.2 **REVIEW OF SPECIAL EDUCATION SUPPORTS AND SERVICES REPORT AND UPDATE ON ACTIONS TO DATE – (Tammy Forrest)**

- 10.3 **LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP) UPDATE – (Melanie Patterson)**

- 10.4 **TRACK AND FIELD RECOMMENDATIONS AT WHITNEY HIGH SCHOOL AND ROCKLIN HIGH SCHOOL – (Craig Rouse)**

- 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**

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: DECEMBER 16, 2015, 6:30 P.M.



DECLARATION OF POSTING

ROCKLIN UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

REGULAR MEETING AGENDA

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

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

Date of Posting:

November 13, 2015

Place Posted:

2615 Sierra Meadows Drive
Rocklin, CA 95677

I, Brenda Meadows, certify under penalty of perjury that the foregoing is true and correct.

Executed on the 13th day of November 2015 in Rocklin, California.

Brenda Meadows
Executive Assistant
Rocklin Unified School District

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: 2016 Placer County Teacher of the Year Recognition – Craig Waechtler

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

After an extensive selection process, nominated Placer County Teacher of the Year applicants submit their biographies and answer questions that reveal their personal qualities, as well as their stand on current issues, social and community influences and educational challenges. The selection committee includes education professionals and previous recipients of the award. From interviews, letters of reference, and careful evaluation, the overall goal is to highlight those educators whose special qualities are exemplary and who make a significant contribution to the teaching profession.

Status:

The Board of Trustees will recognize and honor Craig Waechtler for being nominated as the *2016 Placer County Teacher of the Year* and to thank him for his leadership and passion for math that he provides to our District and its students.

Presenters:

Martin Flowers, Director of Secondary Programs and School Leadership

Financial Impact:

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

Materials/Films:

None

Other People Who Might Present:

Allotment of Time:

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

Packet Information:

None

Recommendation:

Special Recognition

November 18, 2015

ROCKLIN UNIFIED SCHOOL DISTRICT

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OCTOBER 21, 2015
CLOSED SESSION — 6:15 P.M.
REGULAR MEETING MINUTES — 6:30 P.M.

1.0 **CALL TO ORDER**– President Todd Lowell called the meeting of the Rocklin Unified School District Board of Trustees to order at 6:15 P.M., October 21, 2015, in the District Administration Office located at 2615 Sierra Meadows Drive, Rocklin, CA, 95677. A quorum was established.

2.0 **ROLL CALL**

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

Trustees Absent: Camille Maben, *Clerk*

Student Representative: Rhianna Christian, *Victory High School*

Administrative Staff: Roger Stock, *Superintendent*; Barbara Patterson, *Deputy Superintendent Business and Operations*; Craig Rouse, *Senior Director Facilities and Operations*; Marty Flowers, *Director Secondary Programs & School Leadership*; Karen Huffines, *Director Elementary Programs & School Leadership*; Tammy Forrest, *Director of Special Education and Support Programs*; Mike Fury, *Chief Technology Officer*; Matt Murphy, *Director Personnel Services*; Mark Williams, *Principal, Victory High School/Rocklin Independent Charter Academy*; Jay Holmes, *Principal Granite Oaks Middle School*; Amada Makis, *Principal, Rocklin Elementary School*; Skott Hutton, *Assistant Principal, Rocklin Independent Charter Academy*; Brenda Meadows, *Recorder*.

3.0 **CLOSED SESSION (6:15 P.M.)** – The Board adjourned to Closed Session from 6:15 to 6:30 to closed session regarding the following matters.

3.1 *Public Employee Appointment as authorized by Government Code 54957*
 Position: Deputy Superintendent Educational Services
 Position: Chief of Communications and Community Engagement

4.0 **RECONVENE TO OPEN SESSION**

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

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

7.0 **SPECIAL RECOGNITIONS/PRESENTATIONS**

7.1 Patriot Day Art and Essay Contest Recognition – Board of Trustees recognized students winners from the Annual Patriot Day Art and Essay Contest, held on September 12, 2015.

Eighth grade student Ivanna Erlandsen, Grand Essay winner, presented her winning essay to Trustees. Todd Lowell thanked students and families for attending the evening's recognition event and also thanked the Rocklin Police Department for their work on the Patriot Day program and partnership with the Rocklin Unified School District.

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

No public comment was made regarding non-agenda items.

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

- 10.0 **COMMENTS FROM BOARD AND SUPERINTENDENT** – Wendy Lang welcomed new Student Board Representative Rhianna Christian, stating that students play an important role in their contribution to the Board. Lang also stated that she attended Homecoming recently and enjoyed the floats and activities that students and staff worked so hard on. Lang also attended Breen Elementary School's 20th Anniversary, sharing it was nice to see students participate in the celebration. Greg Daley shared that he also attended Breen Elementary School's 20th Anniversary and also highlighted the success of Rocklin Elementary School's fund raiser which, according to Principal Amanda Makis, raised \$12,000. Susan Halldin stated that she enjoyed participating in several recent school events, including an educational program at Rocklin High School which included UC Davis instructors. Halldin also had the opportunity to visit Spring View's Nutrition Services program and work during the lunch hour with Nutrition Services staff and thanked them for their hard work in providing excellent nutrition services to students. In addition, Halldin attended Rocklin Elementary School's 1st Quarter Celebration and Victory High School's 1st Quarter Celebration where it was nice to see so many honored with awards. Todd Lowell stated that he also attended Breen Elementary School's 20th Anniversary, stating how special it has been to have had the school operating for 20 years. Lowell also welcomed student member Rhianna Christian and stated the importance of her student voice and the valuable contribution she will provide. Superintendent Stock shared that the District will be holding its 2nd Special Education Parent Forum on Wednesday, Nov 4, at 6pm. All parents are invited.

- 11.0 **BOARD STUDY ITEM**

- 11.1 CAASPP, California Assessment of Student Performance and Progress – Deborah Sigman, WestEd, Deputy Director of Assessment and Standards Development Services, updated Trustees with current information regarding the California Assessment of Student Performance and Progress (CAASPP) reports for the 2014-15 school year. Sigman shared that this past spring, California students in grades 3-8, and grade 11, took new computerized, standardized tests called the Smarter Balanced Assessments focused on the new rigorous state standards in English-language arts literacy and mathematics. Smarter Balanced Assessments are part of California's new testing system, the California Assessment of Student Performance and Progress, or CAASPP. CAASPP has replaced the Standardized Testing and Reporting (STAR Program) as the new state academic testing program. The Smarter Balanced tests measure different content than California's prior STAR assessments and the content is assessed in different ways. Because of these differences, comparisons cannot be made between prior STAR scores and the new CAASPP scores. This year's scores set a baseline for students as well as a new starting point for schools across California, one against which we can measure improvement in student achievement for years to come. This year's results can help guide discussions between parents and teachers, and help teachers and principals understand where there is success and where there may be need for improvement. Each student who took the online tests will receive an Individual Student Report (ISR) with information about how he or

she did in English-language arts literacy and mathematics. Individual Student Reports for grades 5, 8, and 10 will also include the student's CST science score. In each subject area, students will receive a four-digit score that ranges from 2,000 to 3,000. This is the overall score, also called a scale score, and it will be used to measure change in achievement over time. Overall scores are grouped into categories of achievement. Each student will receive an overall achievement level for English-language arts literacy and an overall level for mathematics. There are four levels: Standard Exceeded, Standard Met, Standard Nearly Met, and Standard Not Met. The range of overall scores for each achievement level is also printed on the ISR. In addition, Sigman shared that individual student results were sent to all parents of RUSD students that tested in the spring of 2015. Teachers and administrators in the District are reviewing first year baseline data on the State's new College and Career Readiness standards to improve teaching and learning and further align programs to these new standards.

Comments: Greg Daley stated that the District's previous assessments were not vertical or layered, with no ability to compare score growth, and asked for confirmation that the new assessment and rigorous testing would allow the District to track student growth and successes by grade level. Sigman responded, "yes, that is the case, and one of the true benefits of large scale assessment." Daley also stated that the assessments are designed to ensure students are college and career ready and considers students "successful" when they have success with academic content. Sigman agreed and shared that while the current assessments do measure academic growth, there is not a current measurement for career readiness, although this is important and will be coming (probably in about 3 years). Todd Lowell thanked Sigman for the informative baseline analysis in the CAASPP presentation, especially the comparison of demography in similar Districts regarding performance benchmarks. Lowell asked Sigman for specific recommendations for next steps. Sigman stated that one area of growth could be continued focus on the Multi Tiered System of Support (MTSS) to gain better achievement not only with students with disabilities, but with all groups. District could also look at services provided to English Language Learners and confirm appropriate identification, reclassification and appropriate services offered. In addition, the District might look at additional ways of fine tuning and disaggregating CAASPP testing data, especially in the area of subgroups.

12.0 **ACTION ITEMS - CONSENT CALENDAR**

- 12.1 **APPROVE BOARD MINUTES** – Request to approve Board minutes.
 - 12.1.1 September 2, 2015
- 12.2 **APPROVE CERTIFICATED PERSONNEL REPORT** – Request to approve personnel items included on the Certificated Personnel Report. (Matt Murphy)
- 12.3 **APPROVE CLASSIFIED PERSONNEL REPORT** – Request to approve personnel items included on the Classified Personnel Report. (Matt Murphy)
- 12.4 **APPROVE BILL WARRANTS** – Request to approve Bill Warrants. (Barbara Patterson)
- 12.5 **APPROVE MONTHLY ACCOUNT SUMMARIES** – Request to approve monthly account summaries. (Barbara Patterson)
- 12.6 **ACCEPT DONATIONS** – Request to accept District donations. (Barbara Patterson)
- 12.7 **APPROVE WILLIAMS UNIFORM COMPLAINTS QUARTERLY REPORT** – Request to approve the Quarterly Report on Williams Uniform Complaints, for the quarter ending September 30, 2015. (Educational Services)

- 12.8 **APPROVAL OF RESOLUTION 15-16-10 STATE BUILDING FUNDS APPLICATION –** Request to approve Resolution 15-16-10, State Building Funds application. (Craig Rouse)
- 12.9 **APPROVAL OF NON-PUBLIC SCHOOL AND NON-PUBLIC AGENCY INDIVIDUAL SERVICE AGREEMENT SUMMARY OF COSTS FOR THE 2015-16 SCHOOL YEAR –** Request to approve non-public school and agency individual service agreement costs for the 2015-16 school year. (Tammy Forrest)
- 12.10 **APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) FOR SPECIAL EDUCATION AIDE –** Request to approve Memorandum of Understanding (MOU) for Special Education Aide. (Tammy Forrest)
- 12.11 **APPROVAL OF TWELVE SPECIAL EDUCATION MEMORANDUMS OF UNDERSTANDING (MOU) –** Request to approve twelve student Special Education Memorandums of Understanding. (Tammy Forrest)
- 12.12 **APPROVAL OF MEMORANDUM OF UNDERSTANDING/STUDENT TEACHER AGREEMENT WITH WILLIAM JESSUP UNIVERSITY –** Request to approve Memorandum of Understanding (MOU)/Student Teacher Agreement with William Jessup University. (Matt Murphy)
- 12.13 **APPROVAL OF BUDGET REVISIONS –** Request to approve budget revisions. (Barbara Patterson)
- 12.14 **APPROVAL CONTRACT WITH ECONOMIC & PLANNING SYSTEMS (EPS) FOR SERVICES RELATED TO DEVELOPMENT IMPACT FEE UPDATE (EPS #152119) –** Request to approve development fee contract with Economic Planning Systems. (Barbara Patterson)
- 12.15 **APPROVE OVERNIGHT FIELD TRIP(S) –** Request to approve the following overnight field trips. (Karen Huffines and Martin Flowers)
- 12.15.1 Antelope Creek Elementary, grade 6 students, to attend overnight field trip to Sly Park Environmental Education Center, in Pollock Pines, CA (November 12, 2015 – November 14, 2015).
- 12.15.2 Sierra Elementary, grade 3 students, to attend overnight field trip to Monterey Bay Aquarium in Monterey, CA (April 7, 2016 – April 8, 2016).
- 12.15.3 Sunset Ranch Elementary, grade 6 students, to attend overnight field trip to Walker Creek Ranch Science Camp in Petaluma, CA (February 23, 2016 – February 26, 2016).
- 12.15.4 Spring View Middle School, grades 7 and 8: Symphonic Band, Jazz Band, Orchestra and Choir classes, to attend Heritage Music Festival at Disneyland, in Anaheim, CA (March 17 – March 20, 2016).
- 12.16 **APPROVE BOARD BYLAW -** Request to approve a revision to Board Bylaw 9100 on Organization. (Roger Stock)
- 12.16.1 BB 9100 Organization – Revised
- 12.17 **APPROVE REVISED PLAN DOCUMENTS WITH SECURITY BENEFIT LIFE INSURANCE COMPANY TO PROVIDE SERVICES FOR THE SECTION 125 BENEFIT PLAN -** Request to approve the revised plan documents with Security Benefit Life Insurance Company to provide services for the section 125 benefit plan. (Barbara Patterson)
- 12.18 **APPROVE PROPOSAL WITH RAINFORTH-GRAU ARCHITECTS FOR ARCHITECTURAL SERVICES FOR REVISIONS AT DISTRICT OFFICE -** Request to

approve the proposal with Rainforth-Grau Architects for architectural revisions at the District Office, and to authorize the Superintendent or his designee to sign on its behalf. (Craig Rouse)

- 12.19 **AGREEMENT AND STIPULATION FOR EXPULSION** - Request to approve agreement and stipulation for expulsion for student 102115-01 as authorized by Government Code section 35146. (Martin Flowers)

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

13.0 **ACTION ITEMS – REGULAR AGENDA**

- 13.1 **APPOINT DEPUTY SUPERINTENDENT EDUCATIONAL SERVICES** –Matt Murphy, Director Personnel Services, requested that Trustees appoint Dr. Kathleen Pon, Ed.D., as new Deputy Superintendent Educational Services. Murphy stated that Pon previously served as an Assistant Superintendent of Instructional Services at the Merced County Office of Education and the Patterson Unified School District and also brings with her experience as a Director, Principal and Teacher.

Following this, a **MOTION** was made by Wendy Lang and seconded by Greg Daley to approve the appointment of Kathleen Pon, Ed.D., as Deputy Superintendent Educational Services. Motion passed unanimously.

Comments: Wendy Lang welcomed Pon to the Rocklin family, stating that the Board is always available for support in her new position. Todd Lowell stated how glad he was to hear the District is bringing on someone with such an outstanding resume and looks forward to the good work Pon will be doing.

- 13.2 **APPOINT CHIEF OF COMMUNICATIONS AND COMMUNITY ENGAGEMENT** – Matt Murphy, Director Personnel Services, requested that Trustees appoint Diana Capra as new Chief of Communications and Community Engagement. Murphy stated that Capra comes to the District with over ten years of experience as a Director of Special Projects in community outreach for KOVR Channel 13, in addition she has nearly 20 years of professional experience in the media industry as a news anchor and reporter.

Following this, a **MOTION** was made by Wendy Lang and seconded by Susan Halldin to approve the appointment of Diana Capra as Chief of Communications and Community Engagement. Motion passed unanimously.

Comments: Wendy Lang welcomed Capra to the Rocklin family, sharing the Board of Trustees are available to support her in her success in this new role. Greg Daley, Todd Lowell and Susan Halldin welcomed Capra to the District as well.

- 13.3 **ACCEPT JOINT 2015-16 INITIAL CONTRACT PROPOSAL FROM DISTRICT AND CSEA AND SET PUBLIC HEARING FOR NOVEMBER 18, 2015** – Matt Murphy, Director Personnel Services, requested that Trustees accept District and CSEA joint initial contract proposal for 2015-16 and schedule a Public Hearing for November 18, 2015.

Following this, a **MOTION** was made by Susan Halldin and seconded by Greg Daley to accept the District and CSEA joint initial contract proposal for 2015-16 and schedule and set a Public Hearing for November 18, 2015. Motion passed unanimously.

- 13.4 **APPROVAL OF CERTIFICATED SUBSTITUTE DAILY RATE INCREASE** – Matt Murphy, Director Personnel Services, stated that currently the District is experiencing a shortage of substitute teachers at all levels. Upon reviewing the data for substitute daily rates throughout Placer County, Rocklin Unified ranks among the lowest pay rates. With an increase in professional development across many districts and a smaller substitute pool to work with due to an improved economy, there is a need to remain competitive in order to fulfill the needs of our Strategic Plan and LCAP. The current daily rate for substitute teachers is \$90 per full day and \$45 per half day. These rates have remained at this level since they were increased in 2007. Classified substitutes are paid at the hourly rate on Step A of the salary schedule of that job class. When classified employees have received an increase on the salary schedule over the years, those hourly rates have increased for substitutes proportionately, when the certificated substitute rates have not. Murphy requested that Trustees approve a daily rate increase for Certificated Substitutes.

Public Comment: Janice O'Brien, 16 year Tier Two substitute in the District, recommended that in addition to an overall increase to substitute pay, that the Board also consider a comparable pay increase for Tier Two employees who have been serving the District and students long term.

Comments: Wendy Lang shared the importance of linking District technology throughout Placer County, so RUSD would know when a sub declines a job. Susan Halldin asked if the District expects to see an immediate spike in subs as a result of the proposed rate increase. Murphy responded that it is certainly a step in the right direction and District does expect to see fewer cancellations and the draw of more subs as a result of the increased sub pay, although time will tell what the full impact will be. Greg Daley stated that he supports the increase for regular subs and feels it especially important for the District to position itself in a place that will carry the District long term and into a competitive position. Daley also expressed interest in looking at options to show appreciation to retired teacher subs who have shown long term dedication in their sub service. Susan Halldin shared while that she too appreciates the value of experience and committed subs, she has questions as to why only one other district in the County has the tiered model. After Board discussion on the topic, Todd Lowell confirmed with fellow trustees that all members were in support of the following:

- Increase Certificated Substitute daily rate to \$115.
- Maintain the current Tier Two substitute classification at an increased rate of \$125 per day. The Tier Two substitute class will close, as of tonight, October 21, 2015, and those in the classification will be required to work a minimum of 75 substitute days annually to maintain eligibility.

Following this, a **MOTION** was made by Greg Daley and seconded by Wendy Lang to approve the following:

1. Increase to substitute schedule pay to \$115.
2. Maintain current Tier Two substitute classification at an increased rate of \$125 per day. The Tier Two substitute class will close, as of tonight October 21, 2015, and those in the classification will be required to work a minimum of 75 substitute days annually to maintain eligibility (including current and active retired teachers in the Tier Two category).

Motion passed unanimously.

- 13.5 **APPROVE NOMINATION FOR COUNTY COMMITTEE** – Superintendent Roger Stock, requested that Trustees provide a nomination for Placer County Committee for 2015.

Wendy Lang thanked Greg Daley for his past service in this role. Todd Lowell recommended nomination of Greg Daley for the 2015 Placer County Committee.

Following the recommendation, a **MOTION** was made by Todd Lowell and seconded by Susan Halldin to approve Greg Daley as the nominee for 2015 Placer County Committee. Motion passed unanimously.

14.0 **INFORMATION AND REPORTS**

- 14.1 **RUSD PROFESSIONAL DEVELOPMENT PLAN** – Karen Huffines, Director of Elementary Education and School Leadership, Martin Flowers, Director of Secondary Education and School Leadership, and Tammy Forrest, Director of Special Education, shared with Trustees that as a result of stakeholder input developed through the Strategic Planning and LCAP processes, and input from RUSD administrators, teachers, and staff. A three-year Professional Development (PD) plan has been developed. The PD plan is aligned to the RUSD Strategic Plan, the Special Education Study, LCAP and RETT goals. During the spring of the 2014-2015 school year staff completed a survey in which they identified their professional development needs. Based on the survey results a team met repeatedly over several months to consider needs, establish priorities, and develop a multi-year Professional Development plan. In August this year, Special Education staff completed a survey that identified professional learning needs that are addressed in the Professional Development plan. The plan utilizes Educator Effectiveness money as well as additional funding sources including LCAP Supplemental dollars and federal categorical funds. Year one of the RUSD Professional Development Plan is currently being implemented. To date teachers have participated in the August 14 Learning Fest and October 12 Professional Learning Day opportunities including Bridges/CPM Math and elementary report card implementation, technology training including Schoology, Google Apps, EADMS, and Aeries. Special Education teachers and instructional aides have participated in behavior training. In addition, staff has participated in multiple training opportunities since the start of the school year. This presentation is being brought forward to inform and report to the Board on the three-year Professional Development plan.
- 14.2 **CALIFORNIA STATE BUDGET ONE TIME FUNDING FOR EDUCATION REPORT** – Barbara Patterson, Deputy Superintendent Business and Operation, presented Trustees with the proposed plans for expenditure of the one time educator effectiveness and mandated cost reimbursement funding. Patterson shared the State of California's Enacted Budget for 2015-16 provides two one-time funding budgets for Local Education Agencies (LEAs). One is unrestricted and can be spent on any educational purpose deemed by the school board - the State is applying it to offset its outstanding liability for LEAs prior years' Mandated Cost Reimbursement Claims. The funding is estimated to be \$530 per prior year Period 2 (P-2) ADA. This revenue was included and adjusted in Budget Revision #1 approved by the Board of Trustees in August, but no expenditures were budgeted until an expenditure plan could be developed. The other one time funding provided by the State to LEAs in 2015-16 is a restricted program titled Educator Effectiveness. This new one-time funding was not included in the District's 2015-2016 adopted budget for the current year because it was not approved by the legislature and governor at the time the school district's budget was approved.
- Educator Effectiveness funds may be used to support the professional development of certificated teachers, administrators, and paraprofessional educators.
 - The funding is approximately \$1,466 per each LEA's total certificated staff count, as reported in CALPADS during the 2014-15 fiscal year.
 - All funds must be spent by June 30, 2018.
 - Any unspent funds must be returned to the State.
 - The plan must be explained in a public meeting of the governing board of the school district, before its adoption in a subsequent public meeting.
 - On or before July 1, 2018, a report of detailed expenditure information must be submitted to the California Department of Education (CDE).

Patterson stated that the District's recommendations for use of the one-time funds are based on the District's Strategic Plan and LCAP (Local Control and Accountability Plan). Additionally, based on direction from the Board of Trustees, staff developed a professional development plan, instructional materials adoption plan, technology/equipment replacement and enhancement plan, facilities master plan, and safety plan, all used to develop the recommendations for use of funds. The expenditure plan and will be revised and a report will be brought back to board at the November 18th Board Meeting.

Comments: Greg Daley thanked Patterson for her hard work on the plan and in pointed out his support that music equipment was included in the plan, noting that not all Districts do this. Daley also stated that while typically it is less expensive to repair a motor vehicle (bus), he was appreciative of the fact that the District did its due diligence and found that it was more cost effective to purchase a new vehicle –vs - repair.

- 15.0 **PENDING AGENDA** – No items were placed on the Pending Agenda at this time.
- 16.0 **CLOSED SESSION** – Closed session convened at 9:30 P.M. regarding the following matters:
- 16.1 *Agreement and Stipulation for Expulsion* – Agreement and stipulation for expulsion for student 102115-01 as authorized by Government Code section 35146.
- 16.2 *Conference with Legal Counsel – Anticipated and Existing Litigation* as authorized by Government Code section 54956.9
- 16.3 *Public employee discipline/dismissal/release pursuant to Government Code section 54957*
- 16.4 *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
 Matt Murphy, Director Personnel Services
- 17.0 **RECONVENE TO OPEN SESSION**
- 18.0 **REPORT OF ACTION TAKEN IN CLOSED SESSION** – No actions was taken in Closed Session.
- 19.0 **ADJOURNMENT**– President Lowell adjourned the meeting at 10:38 P.M.

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

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

ATTENDANCE SIGN-IN SHEET

Wednesday, October 21, 2015

NAME	AFFILIATION <small>(site name/position, parent, community organization, etc.)</small>	CONTACT INFORMATION <small>(email and/or phone)</small>
Mark Williams	Victory RICA	-
Leah Seabrook-Roch	GOMS	
Gloria Chesbro	R.E.	
Stephen Gregory	PW SUP	
Eric Vorbeck	Private Ciblesting	
Alexis Vorbeck		
Pardis Keshavarz		
Kamran Keshavarz		
Janice O'Brien	sub teacher	
Jennifer Deble		
Jennifer Duncan		
Amanda Malco	RCS	
Candice Northam	RICA - Parent	
Ashton Northam	RICA - Student	
Ron Lawrence	Rocklin Police	
Jay Holmes	RUSD	

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

CLASSIFIED PERSONNEL REPORT

RESIGNATIONS/RETIREMENT:

1. Roland Brink, Delivery Driver/Warehouse Worker, Nutrition Services, Retirement, 12/28/15
2. Neal Adams, Delivery Driver/Warehouse Worker, Nutrition Services, Resigned, 10/2/15
3. Maria Salazar, Night Custodian, Whitney High School, Resigned, 10/14/15
4. Stacey Hay, Special Ed Instructional Aide I, Rocklin Elementary, 11/20/15

LEAVE OF ABSENCE:

5. Micaelina Viana Moran, Night Custodian, Rocklin High School, 10/1/15—3/31/16

NEW HIRES FOR 2015-16:

6. Marna Pruett, Attendance Clerk, Rocklin High School, 10/15/15
7. Rodina Tungol, Library Aide, Antelope Creek Elementary, 10/20/15
8. Amy Young, Library Aide, Sierra Elementary, 10/20/15
9. John Mayfield, Bus Driver, Transportation Department, 10/22/15
10. Cheng Vang, Bus Driver, Transportation Department, 10/22/15
11. Kristine Hansen, Bus Driver, Transportation Department, 10/22/15
12. Carrie Creger, Instructional Aide, Sunset Ranch Elementary, 11/4/15
13. Bettina Hart, Special Ed Instructional Aide I, Whitney High School, 11/2/15
14. Michele Schwasnick, Special Ed Instructional Aide I, Valley View Elementary, 11/2/15

RECLASSIFICATIONS/CHANGE IN HOURS:

15. Patricia Gorman, Special Ed Instructional Aide II, Parker Whitney, 10/27/15
16. Lori Stromar, School Clerk, Rocklin High School, 11/2/15

**ROCKLIN UNIFIED SCHOOL DISTRICT
HUMAN RESOURCES**

17. Jennifer Teames, Counseling Secretary, Whitney High School, 10/26/15
18. Kimberly Mays, Health Aide/Instructional Aide, Cobblestone Elementary, 10/21/15
19. Suzanne Aedo, Special Ed Instructional Aide II, Rocklin High School, 10/26/15
20. Jaclyn Delaplane, Special Ed Instructional Aide II, Rocklin High School, 10/26/15
21. Jodi Neiman, Instructional Aide, Ruhkala Elementary, Increase in hours, 9/26/15
22. Aruna Kommu, Instructional Aide, Rock Creek Elementary, Increase in hours, 10/26/15
23. Ami Moore, Instructional Aide, Sunset Ranch Elementary, Decrease in hours, 10/05/15
24. Lisa Cadoret Lewis, Instructional Aide, Sunset Ranch Elementary, Decrease in hours, 10/19/15
25. Susan Benson, Computer Center Tech, Twin Oaks Elementary, Increase in hours, 10/26/15

PLACED ON 39 MONTH REHIRE LIST:

26. Teresa Lang, Nutrition Services Worker I, Nutrition Services, 11/19/15

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: \$8,637.96
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 /November 18, 2015

Date	Donor	Donation	Comment/Purpose	School Site
10/13/2015	Economic & Planning Systems	\$500.00	Welcome Back BBQ	District Office
9/29/2015	Tracy Gorman	\$180.00	Through Wells Fargo Program	Antelope Creek
11/3/2015	Breen PTC	\$957.96	Headphones & Projector Bulbs	Breen
9/22/2015	Sierra PTC	\$4,000.00	Math Intervention	Sierra
10/21/2015	Valley View PTC	\$3,000.00	Renaissance Licenses for 15-16	Valley View
10/21/2015	Kay Lowell	Yamaha YPC-32 Piccolo		Rocklin HS
	Total	\$8,637.96		

ROCKLIN UNIFIED SCHOOL DISTRICT

Item 8.6
CONSENT
November 18, 2015

BOARD AGENDA BRIEFING

SUBJECT: Approve Will Serve Letter – Whitney Ranch Phase 11B Unit 46AB

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

Background:

Landmark Limited Group is requesting a "Will Serve" letter for the Whitney Ranch Phase 11B Unit 46AB project. The projected dates of this project are from January 2016 to December 2016, which means these students would begin arriving in August of 2016.

Status:

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

Presenter:

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:

A copy of the Landmark Limited Group request, the will serve letter, and listing of schools is included.

Recommendation:

Staff recommends Board approval of the attached "Will Serve" letter for the Whitney Ranch Phase 11B Unit 46AB project.

Rocklin Unified School District

2615 Sierra Meadows Drive • Rocklin, CA 95677

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



Roger Stock, Superintendent

Barbara Patterson, Deputy Superintendent
Colleen Slattery, Assistant Superintendent

November 19, 2015

Sherm Donegan
Landmark Limited Group
1731 E. Roseville Parkway, Suite 100
Roseville, CA 95661

Subject: RUSD School Listing

Antelope Creek, K-6
6185 Springview Drive
632 1095

Breen Elementary, K-6
2751 Breen Drive
632 1155

Cobblestone Elementary, K-6
5740 Cobblestone Drive
632 0140

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

Rocklin Elementary, K-6
5025 Meyers Street
624 3311

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

Ruhkala Elementary, K-6
6530 Turnstone Way
632 6560

Sierra Elementary, K-6
6811 Camborne Way
788 7141

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

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

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

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

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

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

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

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

BY:

Craig Rouse, Senior Director,
Facilities, Maintenance & Operations

Rocklin Unified School District

2615 Sierra Meadows Drive • Rocklin, CA 95677

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



Roger Stock, Superintendent

Barbara Patterson, Deputy Superintendent
Colleen Slattery, Assistant Superintendent

November 19, 2015

Sherm Donegan
Landmark Limited Group
1731 E. Roseville Parkway, Suite 100
Roseville, CA 95661

Subject: Whitney Ranch Phase 11B Unit 46AB
Will Serve Letter

Dear Ms. Donegan:

This letter confirms that the Rocklin Unified School District will provide educational services to all eligible K-12 pupils who may now or in the future reside in the Whitney Ranch Phase 11B Unit 46AB project. In order to qualify for funding from the State Program and to follow District practice of balancing class sizes, the students from the new development may be required to attend a school other than the one in their area. The attached information sheet lists all schools serving this area.

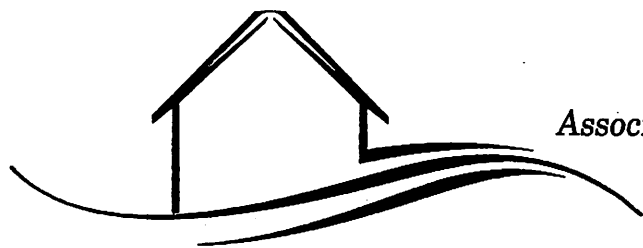
The above referenced development is included in a Community Facilities (Mello Roos) District that funds K-6 schools. However, the developer is required to pay to the District an impact fee for construction of 7-12 facilities and district support facilities, at the time of permit pull.

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

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

Sincerely,

Craig Rouse
Senior Director
Facilities, Maintenance & Operations



Landmark Limited Group
Association Management & Subdivision Consulting Services

October 26, 2015

RECEIVED
OCT 30 2015

BY:

Roger Stock, Superintendent
Rocklin Unified School District
2615 Sierra Meadows Drive
Rocklin, CA 95677

Re: Whitney Ranch Phase 11-B Unit 46AB
76 total Lots; Located at Creek Hollow Road and Ranch View Drive.

Dear Superintendent Stock,

Our firm represents CalAtlantic (formerly Standard Pacific), the applicant for these lots before the Bureau of Real Estate ("BRE") in an effort to receive a Final Subdivision Public Report authorizing sales of lots in this property. Section 11010 of the Business and Professions Code (as approved in October 1989, and as amended in July 1991) requires that the developer provide the BRE with a statement from the appropriate school district that indicates the location (street address) of each high school, junior high school and elementary school serving the subdivision.

We respectfully request the issuance of this letter. Please send the updated letter to my address in Roseville. Thank you very much for your prompt attention and assistance.

Sincerely,

Sherm Donegan
Subdivision Consultant

ROCKLIN UNIFIED SCHOOL DISTRICT

Item 8.7
CONSENT
November 18, 2015

BOARD AGENDA BRIEFING

SUBJECT: Approve Proposal with Cornerstone Engineering for Civil Engineering Services at Various Sites

DEPARTMENT: Senior Director, Facilities, Maintenance & Operations

Background:

In order to maintain and repair the asphalt at various sites, the District has the need for Civil Engineering design services.

Status:

A contract proposal with Cornerstone Engineering has been prepared and is presented to the Board for approval.

Presenter:

Craig Rouse, Senior Director, Facilities, Maintenance & Operations

Financial Impact:

Current year: \$19,900.00
Future years: N/A
Funding source: 14

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

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

Packet Information:

Proposal with Cornerstone Engineering.

Recommendation:

Staff recommends Board approval of the proposal with Cornerstone Engineering for Civil Engineering design services for Rocklin High School "Annex", Rock Creek Elementary, Antelope Creek Elementary and Granite Oaks Middle School, and authorize the Superintendent or his designee to sign on their behalf.

ROCKLIN UNIFIED SCHOOL DISTRICT

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

INDEPENDENT CONSULTANT AGREEMENT For Professional Services

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 18th day of November, 2015 by and between the Rocklin Unified School District, 2615 Sierra Meadows Drive, Rocklin, California 95677 ("District") and Cornerstone Engineering ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

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

1.1 Civil Engineering and Land Surveying Services for Various School Sites

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

Exhibit "A" Proposal No. 15-079 from Cornerstone Engineering and is subject to the terms and conditions of this Agreement

N/A. **Exhibit "B"** (Division of the State Architect ("DSA") Form SSS 103-1 (Revised 4/07), Structural Tests and Inspections) ("Services"). **Exhibit "B"** must be completed specifically for this Agreement, with all appropriate boxes checked to indicate the type(s) of Inspection(s) and/or testing that will be performed as part of the scope of this Agreement.

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

Rocklin High School "Annex"
Rock Creek Elementary
Antelope Creek Elementary
Granite Oaks Middle School

- 1.3 The Consultant's Services at any one of the sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Consultant's Services at other site(s). The provisions of this Agreement shall apply to the Consultant's Services at each site, without regard to the status of the remaining component(s). Consultant shall invoice for each inspection and test separately and for each site separately and District shall compensate Consultant for each site separately based on the level and scope of Services completed for each site.

2. **Term.** The term of this Agreement shall be no longer than the period of construction of the Project, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

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

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

4. **Compensation.** As full consideration for the satisfactory completion of the services required pursuant to this Agreement, District agrees to pay Consultant on an hourly basis and/or a per unit basis, as indicated in Exhibit "A" equal to an amount not to exceed **Nineteen Thousand Nine Hundred Dollars (\$19,900)**. District shall pay Consultant according to the following terms and conditions:

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

- 4.3.6 **N/A.** Invoices for merchandise must be itemized, stating quantity, price and amounts of each item. Invoices for repairs must itemized as to material and time, and rate of labor.
- 4.3.7 **Invoice To:** Rocklin Unified School District, Attn: Accounting Department, 2615 Sierra Meadows Drive, Rocklin, CA 95677, (916) 630-3188.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:
- 5.1 Not applicable.
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled; including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity; with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **N/A. Labor Compliance Program.** The Consultant shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with the persons responsible for operation of the District's Labor Compliance Program. If the Consultant employs subcontractor(s), the Consultant shall ensure that its contract(s) with its subcontractor(s) include language notifying the subcontractor(s) of the District's Labor Compliance Program, if any.
8. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
- 8.1 Not applicable.
9. **Performance of Services.**
- 9.1 **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently

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

- 9.2 **N/A. Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
- 9.3 **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
10. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
11. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
12. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
13. **Termination.**
- 13.1 **Without Cause By District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

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

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

13.3.1 material violation of this Agreement by the Consultant; or

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

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

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

14. Indemnification. To the furthest extent permitted by California law, Consultant shall defend hold harmless and indemnify the District (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by Consultant's performance of this Agreement or breach of its terms.

15. **Insurance.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
17. **Compliance With Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
18. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
19. **Employment With Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the

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

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

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

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

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

Consultant:
Cornerstone Engineering
208 Oak Street
Bakersfield, CA 93304-2433
ATTN: Derrill Whitten

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

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

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

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

Dated: _____, 20____

Dated: 10/26/15, 20____

Rocklin Unified School District

Cornerstone Engineering

By: _____

By: *Derrill G. Whitten Jr.*

Print Name: Barbara Patterson

Print Name: Derrill G. Whitten Jr.

Print Title: Deputy Superintendent
Business Services

Print Title: President

Information regarding Consultant:

Consultant: Cornerstone Engineering Incorporated 95-3428779 :

License No.: C51930 ; LS7816 Employer Identification and/or Social Security Number

Address: 208 OAK STREET

BAKERSFIELD, CA 93304

Telephone: 661.325.9474

Facsimile: 661.322.0129

E-Mail: dqwr@cornerstoneeng.com

Type of Business Entity:

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

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

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

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

Date:

OCTOBER 26, 2015

Name of Consultant or Company:

CORNERSTONE ENGINEERING, INC.

Signature:

Derrill G. Whitten, Jr.

Print Name and Title:

DERRILL G. WHITTEN, JR. PRESIDENT

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

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

Date: 11-5-15
District Representative's Name and Title: CHAS ROUSE SENIOR DIRECTOR FACILITIES
Signature: Chas Rouse

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

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

- The installation of a physical barrier at the worksite to limit contact with pupils.
- Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- Surveillance of Employees by District personnel. **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**

Date: _____

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

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

Date: 11/5/15
Name of Consultant or Company: CONCRETEWORKS ENGINEERING INC.
Signature: [Handwritten Signature]
Print Name and Title: Daniel L. Whitten Sr. President

EXHIBIT "A"

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

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

EXHIBIT "A"



CORNERSTONE
ENGINEERING

CONSULTING CIVIL ENGINEERS & LAND SURVEYORS

October 23, 2015

Proposal # 15-079

Craig Rouse
Senior Director Facilities, Maintenance & Operations
Rocklin Unified School District
2615 Sierra Meadows Drive
Rocklin, CA 95677
Office: 916.630.2246

SUBJECT: PROPOSAL FOR PROFESSIONAL CIVIL ENGINEERING AND LAND SURVEYING SERVICES FOR VARIOUS PAVEMENT REHAB SCHOOL SITES

Mr. Rouse,

Cornerstone Engineering, Inc. is pleased to provide this proposal for *Professional civil engineering and land surveying services* for the rehab of paved surfaces at four school sites in Rocklin California. Our scope of work is based upon your RFP email and our understanding of the job requirements. Specifically, you wish to prepare a bid document for the following work:

- Rocklin HS Annex – Crack seal, slurry seal, restripe parking lot; demo and reconstruct paved access to temp classroom buildings.
- Rock Creek Elementry – Crack seal, slurry seal, restripe parking lot and paved play areas.
- Antelope Creek Elementry - Crack seal, slurry seal, restripe parking lot and paved play areas.
- Granite Oaks Middle - Crack seal, slurry seal, restripe parking lot and paved play areas.

Project Scope

Task 1 – Site survey Rocklin HS Annex - Perform topographic survey of area needing demo and rehab along with ADA path of travel. Prepare base topo map for rehab work.

Task 2 – Site visit all school sites - Send project manager to each school site to inspect parking lots to address specific areas of concern such as special striping, pothole repairs, etc. We need to put eyes on the site before we put the bid package together.

Task 3 – Prepare project plans and specifications – Work with Facilities Director to prepare plans and specs along the following outline:

- Plans: Cover sheet, School sites – 2 sheets each, detail sheets- 2, 11 sheets total.
- Specifications – Summary of work, Regulatory Requirements, Slurry Seal, AC Paving, Earthwork, Temporary Stormwater Control.
- Two separate bid packages, one for the Rocklin HS Annex work and the other for the three other school sites.

Task 4 – Bid Assistance – Set up bid on Ebidboard.com, respond to questions, post addendums. No assistance on job walk. No travel to Rocklin.

208 Oak Street
Bakersfield, CA 93304-2433
Tel: 661.325.9474 - Fax 661.322.0129

www.cornerstoneeng.com

Civil
Engineering

Surveying
Services

Sewer & Water
Engineering

Storm Water
Engineering

Storm Water
Quality
SWPPP

Road And
Street
Engineering

School
Site
Engineering

Site
Development,
Planning
And
Surveying

Construction
Staking
Services

Redevelopment
Area
Enhancement
Engineering

Traffic
Engineering

Transportation
Planning

Task 5 – Construction Assistance – Approval submittals, answer RFIs. No site visits or work requiring travel to Rocklin.

Time and Materials, NTE: \$19,900

Exclusions & Assumptions

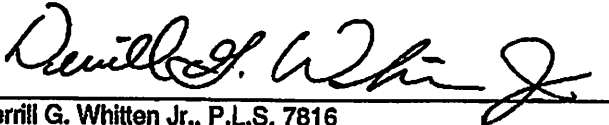
In preparing the scope of services, it is understood that the following exclusions and assumptions are acceptable to the Client.

- The consultant assumes no responsibility for the accuracy of information or services provided by the Client or their consultants and shall not be liable for errors or omissions therein. Should the Consultant be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as extra service.
- The client is responsible for all plan review and map-checking fees, filing fees, and all other permit fees.
- Utility Company Coordination is not included in this scope of work.

We can begin work on the site survey and improvement Plans immediately following authorization. The fee for this service will be done on a time and material basis according to the attached rate sheet.

If at any time a change in the scope of work or deliverables is anticipated, you will be notified of any potential change in cost. Additional work will not proceed without your prior authorization. Services will be billed monthly based on the attached hourly rates schedule and work completed to date. Please call if you have any questions or need additional information.

Sincerely,
CORNERSTONE ENGINEERING, INC.



Derrill G. Whitten Jr., P.L.S. 7816

Civil
Engineering
Surveying
Services
Sewer & Water
Engineering
Storm Water
Engineering
Storm Water
Quality
SWPPP
Road And
Street
Engineering
School
Site
Engineering
Site
Development,
Planning
And
Surveying
Construction
Staking
Services
Redevelopment
Area
Enhancement
Engineering
Traffic
Engineering
Transportation
Planning

Exhibit C

Hourly Rate Schedule – RUSD 2015
Effective October 1, 2015

	Employee Type	Rate
	Company Principal	\$155.00
	Managing Engineer/Branch Manager	\$145.00
	Engineer I	\$90.00
	Engineer II	\$110.00
<i>Civil Engineering</i>	Engineer III	\$125.00
	Engineer IV	\$140.00
<i>Surveying Services</i>	Project Manager	\$110.00
	Project Coordinator I	\$85.00
<i>Sewer & Water Engineering</i>	Project Coordinator II	\$95.00
	Project Coordinator III	\$105.00
<i>Storm Water Engineering</i>	Engineering Technician I	\$75.00
	Engineering Technician II	\$80.00
<i>Storm Water Quality SWPPP</i>	Engineering Technician III	\$90.00
	Technical Support I	\$41.00
	Technical Support II	\$51.00
<i>Road And Street Engineering</i>	Technical Support III	\$62.00
	Administrative Support	\$62.00
<i>School Site Engineering</i>		
<i>Site Development, Planning And Surveying</i>		
<i>Construction Staking Services</i>		
<i>Redevelopment Area Enhancement Engineering</i>		

Survey Rates: Non-Prevailing Wages Paid:

Survey work will be contracted through a local surveying firm. Cost to RUSD will be the contract amount plus 10% for overhead. Survey work is not considered to be prevailing wage.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2015

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

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

PRODUCER Dealey, Renton & Associates 199 S Los Robles #540 Pasadena, CA 91101 Lic #0020739	CONTACT NAME: Marie Swaney	
	PHONE (A/C No. Ext): 626-844-3070	FAX (A/C No.):
E-MAIL ADDRESS: mswaney@insdra.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: American Automobile Ins. Co.		21849
INSURER B: Wesco Insurance Co.		25011
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		


INSURED CORNEENGI
 Cornerstone Engineering, Inc.
 208 Oak St.
 Bakersfield, CA 93304-2433
 661 325-9474

COVERAGES **CERTIFICATE NUMBER:** 1340681215 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A	WZP81027760	8/13/2015	8/13/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability Claims Made Form		ARA112032401	8/13/2015	8/13/2016	\$2,000,000 per claim \$2,000,000 Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Job #480-01-00, Parking Lot Rehabilitation – Rocklin High, Rock Creek, Antelope Creek, Granite Oaks.

CERTIFICATE HOLDER Rocklin Unified School District 2615 Sierra Meadows Drive Rocklin CA 95677	CANCELLATION 30 Day NOC/10 Day for NonPay of Prem SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---



CERTIFICATE OF LIABILITY INSURANCE

DATE ISSUED: 11/25/2015

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

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

PRODUCER Day Insurance Agency, Inc. CA Lic. # 0308108 4921 DELICADO DRIVE SUITE 201 DAKOTA CITY, CA 92312	AGENT Carina Corrales Phone: (661) 828-8028 Fax: (661) 828-8028 Address: carina@dayins.com
INSURER Cornerstone Engineering, Inc. 208 Oak Street Bakersfield, CA 93304	INSURER(S) AFFORDING COVERAGE INSURER: Cornerstone Engineering, Inc. INSURER: ... INSURER: ... INSURER: ... INSURER: ...

COVERAGES: CERTIFICATE NUMBER: 0102150025 REVISION NUMBER:

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

INSURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	POLICY LIMITS	COVERAGE	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> BODILY	84012459039	8/12/2015	8/12/2016	PER OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (occurrence)				\$ 200,000	
	GENERAL AGGREGATE LIMIT APPLICABLE				PERSONAL AND ADVERTISING	\$ 1,000,000
	POLICY <input checked="" type="checkbox"/> PBC <input type="checkbox"/> LOG				GENERAL AGGREGATE	\$ 2,000,000
	OTHER				PRODUCTS/COMPOUND AGGREGATE	\$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO: <input checked="" type="checkbox"/> ALL OWNED AUTOS: <input type="checkbox"/> SCHEDULED AUTOS: <input type="checkbox"/> HIRED AUTOS: <input type="checkbox"/> NON-OWNED AUTOS: <input type="checkbox"/>	84012459071	8/12/2015	8/12/2016	COMBINED SINGLE LIMIT (bodily injury)	\$ 1,000,000
	BODILY INJURY (property damage)				\$ 50,000	
					BODILY INJURY (bodily injury)	\$ 5,000
X	UMBRELLA-LIAB. EXCESS LIAB. DED. <input checked="" type="checkbox"/> RETENTION \$ 10,000	84012459218	8/12/2015	8/12/2016	PER OCCURRENCE	\$ 1,000,000
					AGGREGATE	\$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROFESSIONAL SERVICE/EXECUTIVE OFFICERS/DIRECTORS EXCLUDED (Members Only) CLASSIFICATION UNDER DESCRIPTION OF OPERATIONS Below				PER STATUTE	\$
					DIH-PR	\$
					E.L. ACCIDENT	\$
					E.L. DISEASE-EMPLOYEE	\$
					E.L. DISEASE-POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: 480-01-00 Parking Lot Rehabilitation -
 Rocklin High, Rock Creek, Antelope Creek, Granite Oaks
 The District and the State and their agents, Program Manager, representatives, employees, trustees, officers, consultants, and volunteers are named as additional insured on General Liability per endorsement. This replaces certificate dated 10/27/2015.

CERTIFICATE HOLDER Rocklin Unified School District 2615 Sierra Meadows Drive Rocklin, CA 95677	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Gary McGill/KC <i>Gary McGill</i>
--	---

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Cornerstone Engineering, Inc.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Nota. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 208 Oak Street	Requester's name and address (optional) Rocklin Unified School District 2615 Sierra Meadow Way Drive Rocklin, CA 95677	
	6 City, state, and ZIP code Bakersfield, CA 93304-2433		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
9	5	-	3	4	2	8	7	7	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Casey A. Johns* Date ▶ *10/28/2015*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ROCKLIN UNIFIED SCHOOL DISTRICT

Item 8.8
CONSENT
November 18, 2015

BOARD AGENDA BRIEFING

SUBJECT: Approve Proposal with JMPE Electrical Engineering Services for the Whitney High School Solar Panels

DEPARTMENT: Senior Director – Facilities, Maintenance & Operations

Background:

In order to accommodate the electrical solar panel distribution, the District has the need for electrical engineering services at Whitney High School.

Status:

A contract proposal with JMPE Electrical Engineering Services has been prepared and is presented to the Board for approval.

Presenter:

Craig Rouse, Senior Director, Facilities, Maintenance & Operations

Financial Impact:

Current year: \$4,800
Future years: N/A
Funding source: 01

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

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

Packet Information:

Proposal with JMPE Electrical Engineering.

Recommendation:

Staff recommends Board approval of the proposal with JMPE Electrical Engineering for electrical engineering services as to design solar panel electrical distribution and authorize the Superintendent or his designee to sign on their behalf.

ROCKLIN UNIFIED SCHOOL DISTRICT

Facilities, Maintenance and Operations

2615 Sierra Meadow Way Drive, Rocklin, CA 95677 916-630-3188

INDEPENDENT CONSULTANT AGREEMENT

For Professional Services

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 13th day of October, 2015 by and between the Rocklin Unified School District, 2615 Sierra Meadows Drive, Rocklin, California 95677 ("District") and JMPE Electrical Engineering Lighting Design, 5500 Ming Ave. Suite 251, Bakersfield, CA 93309 ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

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

1.1 **Whitney High School PV Solar Modifications Electrical Engineering Design**

The scope of services is more specifically indicated on **Exhibit "A"** Proposal No. from JMPE and is subject to the terms and conditions of this Agreement.

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

Whitney High School

1.3 The Consultant's Services at any one of the sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Consultant's Services at other site(s). The provisions of this Agreement shall apply to the Consultant's Services at each site, without regard to the status of the remaining component(s). Consultant shall invoice for each inspection and test separately and for each site separately and District shall compensate Consultant for each site separately based on the level and scope of Services completed for each site.

2. **Term.** The term of this Agreement shall be no longer than the period of construction of the Project, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

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

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

4. **Compensation.** As full consideration for the satisfactory completion of the services required pursuant to this Agreement, District agrees to pay Consultant on an hourly basis and/or a per unit basis, as indicated in Exhibit "A" equal to an amount not to exceed **Four Thousand Eight Hundred (\$4,800.00)**. District shall pay Consultant according to the following terms and conditions:

4.1 Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

4.2 Consultant shall prepare a separate invoice for each school site, if Consultant works at more than one site. The itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.

4.3 All payments to Consultant hereunder shall be issued pursuant to a processed and executed Purchase Order and comply with the following important instructions, as applicable, to the scope of services for the Project(s):

4.3.1 Accept no order as valid except on this form;

4.3.2 All labor, equipment and materials shall be in accordance with the latest Federal, State and Local codes, rules and regulations. Nothing in the purchase order is to be construed to permit work, furnish equipment or materials, not conforming to these laws;

4.3.3 Transportation charges must be prepaid and shown on the invoice. If quoted FOB shipping point, enclose original receipted freight bill with invoice. Shipments are to be made to the "Ship Prepaid To" address of the Rocklin Unified School District address listed herein;

4.3.4 A delivery slip must accompany each shipment;

4.3.5 There must be a separate invoice for each order;

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

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

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

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

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

8. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
 - 8.1 Not applicable.

9. **Performance of Services.**
 - 9.1 **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

 - 9.2 **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

- 9.3 **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 9.4 **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
10. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
11. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
12. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
13. **Termination.**
- 13.1 **Without Cause By District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 13.2 **Without Cause By Consultant.** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further

performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

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

13.3.1 material violation of this Agreement by the Consultant; or

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

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

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

14. Indemnification. To the furthest extent permitted by California law, Consultant shall defend hold harmless and indemnify the District (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by Consultant's performance of this Agreement or breach of its terms.

15. Insurance.

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

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

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

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

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

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

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

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

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

15.2.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

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

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

insurance policies shall be primary to any insurance or self-insurance maintained by District.

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

16. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
17. **Compliance With Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
18. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
19. **Employment With Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
21. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.
22. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation

goal of at least 3 percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Consultant must submit, upon request by District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.

23. **No Rights In Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 24.1 Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 24.2 Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
25. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
26. **Ratification.** This Agreement shall not be effective against the District until such time that Board of Education ratifies this Agreement.
27. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
28. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

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

Consultant:
JMPE
5500 Ming Avenue Suite 251
Bakersfield, CA 93309

**ATTN: Senior Director Facilities, Maintenance
and Operations**

ATTN:John Maloney

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

29. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
30. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
31. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
32. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
33. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
34. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
35. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
36. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

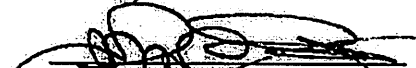
- 37. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 38. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 39. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

Dated: 10/20, 2015

Dated: October 20, 2015

Rocklin Unified School District
 By: 

(name of Contractor)
 By: 

Print Name: Barbara Patterson

Print Name: John Maloney, PE

Print Title: Deputy Superintendent
Business Services

Print Title: Principal / Engineer

Information regarding Consultant:

Consultant: John Maloney, PE
License No.: E13083
Address: 5500 Ming Ave., Suite 251
Bakersfield, CA 93309
Telephone: 661-831-7851
Facsimile: 661-831-7813
E-Mail: maloney@jmpe.net

Type of Business Entity:
 Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation, State: _____
 Limited Liability Company
 Other: _____

77-0419418 :
Employer Identification and/or Social
Security Number

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

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

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

Date: October 20, 2015

Name of Consultant or Company: John Maloney, PE dba JMPE

Signature: 

Print Name and Title: John Maloney, PE Principal / Engineer

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

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

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

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

- _____ The installation of a physical barrier at the worksite to limit contact with pupils.
- _____ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- _____ Surveillance of Employees by District personnel. **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**

Date: _____

District Representative's Name and Title: _____

Signature: _____

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

Date: _____

Name of Consultant or Company: _____

Signature: _____

Print Name and Title: _____

EXHIBIT "A"

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

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



JMPE

ELECTRICAL ENGINEERING
LIGHTING DESIGN
CA REGISTRATION NO. E 13083

October 12, 2015

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

Attn: Bill Purett

Re: Whitney High School PV Solar Modifications
Electrical Engineering Fee Proposal

I. Scope of Work:

- A. Evaluate existing electrical distribution system.
 - 1. SAID 0904124713
 - 2. SAID 9160545911
- B. Review existing single line diagrams.
- C. Field verify connection of 500KW and 250KW PV solar systems.
- D. Coordinate with Rocklin USD.
- E. Coordinate with SPURR.
- F. Prepare single line diagram for reconnection of inverters to meters.
- G. Prepare electrical plans and specifications for permitting and bidding.
- H. Identify the panels in the switchgear and ensure their proper labeling.
- I. Evaluate the existing switchgear and transformers to determine if switching the load from one SAID to the other would require equipment upgrades.
- J. Coordinate with PG&E regarding transformer sizing, need for possible equipment upgrades, interconnection agreement, and the NEM "grandfather status" that each array currently possesses.
- K. Ensure that the modifications will allow this site to be eligible for the best rate from PG&E.

II. Fees for Services:

- A. A flat fee of \$4,800.00 shall be invoiced upon completion of design.
- B. Additional services shall be invoiced on an hourly basis only after prior authorization.
- C. Hourly rates are: \$140 for engineering and \$100 for drafting.

III. Liability Limitations:

- A. JMPE has no control over, nor is it responsible for, any acts, errors, omissions, equipment failures or delays caused by the Client, Owner, other consultants, contractors, subcontractors or any of their agents or employees, manufacturers,

shippers, installers, any other persons performing any work on the project, or users of the work. JMPE is not responsible for a contractor's failure to carry out the construction in a responsible manner and in accordance with applicable codes, contract documents and recommendations.

- B. JMPE is not responsible for any unapproved changes to its final drawings and specifications, including but not limited to, substitutions of or by manufacturers, substitutions by contractors, variation in layouts, quality and quantity of fixtures.

IV. Termination of Agreement:

- A. This Agreement is terminable by either party at any time upon ten (10) days' written notice. In the event this Agreement is terminated for any reason, the Client is obligated for JMPE's services and charges incurred before the termination date.
- B. The provisions of this Agreement are valid for 30 days. If this Agreement is not signed by Client and received by JMPE by this date, the Agreement's terms and conditions will be open for further negotiation.

V. INVOICE SUBMITTAL

Please indicate to whom all invoices are to be submitted.

Name: _____

Attn: _____

Address: _____

Phone: _____

E-mail: _____

Sincerely,



John Maloney, PE

Approved by: _____

Date: _____

ROCKLIN UNIFIED SCHOOL DISTRICT

Item 8.9
CONSENT
November 18, 2015

BOARD AGENDA BRIEFING

SUBJECT: Approve Food Service Agreement with the Placer County Office of Education (PCOE)
DEPARTMENT: Office of the Deputy Superintendent, Business & Operations

Background:

Nutrition Services entered into an agreement with PCOE in October, 2014 to prepare and deliver lunches to the Pathways Charter iCARE Program students.

Status:

PCOE would like to continue contracting with Nutrition Services to provide lunches under the National School Lunch Program for students at the charter program located at 655 Menlo Drive, Rocklin, CA. In addition to providing lunches, Nutrition Services will also review and approve free and reduced applications, submit claim reimbursement to CDE and provide clerical and administrative support. PCOE will reimburse Nutrition Services for these services at a cost not to exceed \$10,389.60 annually.

Presenter:

Barbara Patterson, Deputy Superintendent, Business & Operations

Financial Impact:

Current year: PCOE to pay District up to \$10,389.60 annually
Future years: N/A
Funding source: Local

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

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

Packet Information:

2015-16 Food Service Agreement is attached.

Recommendation:

Staff recommends approval of agreement with PCOE to provide lunches to the Pathways Charter iCARE Program.

**2015-2016 Food Service Agreement
between the Placer County Office of Education
and the Rocklin Unified School District**

This Agreement, entered into on July 1, 2015, between the Rocklin Unified School District, hereinafter referred to as DISTRICT, and the Placer County Office of Education, hereinafter referred to as PCOE, is made for the purpose of providing lunches under the National School Lunch Program. DISTRICT will provide meals to the Pathways Charter iCARE Program students located at 655 Menlo Drive, Rocklin, CA.

It is hereby agreed that DISTRICT will:

- Provide meals to PCOE on days when DISTRICT schools are in session.
- Perform the free and reduced application process, including review and approval of applications.
- Perform the verification process and make necessary adjustments.
- Provide meals that comply with the nutrition standards established by the United States Department of Agriculture.
- Claim reimbursement from the California Department of Education for all meals served to PCOE students that are attending the above school sites. Reimbursement will be claimed at the rate of one meal per meal service, per day, per child. Reimbursement will be claimed only for complete meals taken by students. Reimbursement will be claimed according to each child's eligibility category.
- Perform required edit checks.
- Be responsible for meal count and claiming accountability.
- Be responsible for any over-claims identified during a review or audit.
- Prepare the meals following appropriate state and local health codes.
- Prepare meals according to CDE Medical Statement to Request Special Meal Accommodations.
- Deliver meals daily to PCOE facility.
- Invoice PCOE for clerical and administrative costs associated with processing free and reduced lunch applications, daily lunch counts, cash management and prep time and daily lunch delivery. The costs for these services shall not exceed \$10,839.60 annually.

PCOE will:

- Align with the DISTRICT school calendar to accommodate students being offered the National School Lunch Program.
- Request sack lunches 1 week prior to field trips, and offer sack lunches to all students regardless of their eligibility status. The cost per meal will remain the same as regular meals.
- Indemnify and hold DISTRICT and its officers, employees, and agents harmless of any and all liability, cost, or expense arising out of the performance of this agreement.
- Reimburse DISTRICT for clerical and administrative costs associated with processing free and reduced lunch applications, daily lunch counts, cash management and prep time and daily lunch delivery. The costs for these services shall not exceed \$10,839.60 annually.

Both parties will:

- Comply with all applicable federal, state and local statutes and regulations with regard to preparation and consumption of meals which meet the National School Lunch Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by both parties will be open to inspection by proper Federal, State, and local authorities in accordance with applicable statutes and regulations.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: KidsFirst Contract Service Agreement
DEPARTMENT: Office of the Assistant Superintendent, Human Resources

Background:

KidsFirst is a private, non-profit organization who are dedicated to helping families by providing them with the tools they need to cope with difficult life circumstances before they become overwhelming. Their goal is to strengthen families by education, advocating and changing lives with programs including Wellness, Information and Referral, Education and Outreach. KidsFirst has proposed partnering with Antelope Creek Elementary School for the purpose of facilitating Incredible Years, Dinosaur School, a prosocial, comprehensive curriculum for at-risk children focused on social, emotional skills, and problem solving.

Status:

Staff has reviewed the agreement between KidsFirst and RUSD for the 2015-16 school year which will provide one (1) twelve-week session of Dinosaur School.

Presenter:

Colleen Slattery, Assistant Superintendent of Human Resources

Financial Impact:

Current year: \$6,600
Future years: 2015-16
Funding source: Antelope Creek, Title 1 Funds

Materials/Films:

None

Other People Who Might Present:

None

Allotment of Time:

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

Packet Information:

Contact Service Agreement between KidsFirst and RUSD

Recommendation:

Staff recommends approval of the Contract Service Agreement between KidsFirst and RUSD for the 2015-16 school year.

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

DISTRICT CONTRACT/PURCHASE ORDER NUMBER _____

THIS AGREEMENT, made this 18th day of November, 2015, 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 Family Resource Center / Pro-social skills for trauma hereinafter called "CONTRACTOR."

The DISTRICT and CONTRACTOR hereby agree as follows:

1. Description of Services:

CONTRACTOR agrees to provide the following services to DISTRICT:

Small group Dinosaur School - Focusing on social, emotional skills and problem solving.

2. Contract Documents:

The contract documents consist of this Contract, the General Provisions, any specifications, drawings, specific 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:

refer to cost proposal total: \$6,600.00

If a rate sheet or price schedule is attached, this will be referenced as Exhibit "A" of this contract.

4. Contract Term:

The term of this Contract shall be from November 18, 2015 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 L. Patterson
Deputy Superintendent
Business Services

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

Phone: (916) 624-2428
Facsimile (916) 624-6193

By:



Authorized Signature

KidsFirst
Company Name

124 Main Street

Address
Roseville, CA 95678

City State Zip Code

Phone (916) 724-5068

Facsimile (916) 774-2685

Kelly LeRossignol

Print Name

Chief Operating Officer

Title

Program	FUND	RESC	YR	OBJT	S.O.	GOAL	FUNCTION	SCH	B.R.	AMT
										000 00



Small-Group Dinosaur School for up to 8 children

The Small Group Dinosaur treatment curriculum is for counselors, therapists, or special education teachers to treat children with conduct problems, ADHD, and internalizing problems. It 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

Cost Proposal Total: \$6,600

Salaries, benefits and taxes: 1 therapist, 1 co-facilitator, 1 evaluator, and 1 program manager.

Indirect rate: 17.3%. Program supplies: certificates, certificate jackets, certificate seals, incentives/rewards, and snacks. Mileage calculated at \$0.575 (Federal rate).

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 an/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 hall 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.

ROCKLIN UNIFIED SCHOOL DISTRICT

Item 8.11
CONSENT
November 18, 2015

BOARD AGENDA BRIEFING

SUBJECT: Approve 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 111815-01, Student 111815-02, and Student 111815-03 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: N/A
Future years: N/A
Funding source: N/A

Materials/Films:

None

Other People Who Might Be Present:

Kathleen Pon, 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 111815-01, Student 111815-02, and Student 111815-03.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Present Rocklin Academy II Petition Renewal and Hold Public Hearing
DEPARTMENT: Office of the Deputy Superintendent, Business & Operations

Background:

The Rocklin Academy II has submitted a petition to the District to renew its charter to June 30, 2020.

Status:

Per Education Code, the District is required to hold a public hearing in order to allow the community and staff to provide feedback on the proposed petition renewal.

Presenter:

Barbara L. Patterson, Deputy Superintendent, Business & Operations

Financial Impact:

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

Materials/Films:

None

Other People Who Might Be Present:

Robin Stout, Interim Superintendent, Rocklin Academy Family of Schools

Allotment of Time:

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

Packet Information:

The Rocklin Academy II Renewal Petition will be included as a separate packet to the Board. Members of the public may request a complete copy of the petition from the Business Office at 630-2234.

Recommendation:

Present Rocklin Academy II petition renewal and hold public hearing.

**ROCKLIN UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES**

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Rocklin Unified School District will hold a public hearing at which time the governing board shall encourage participation by parents, teachers, members of the community interested in the affairs of the district, and bargaining unit leaders to authorize:

Rocklin Academy II Petition for Renewal

The Public Hearing will be held at the Rocklin Unified School District, 2615 Sierra Meadows Drive, Rocklin, California, on November 18, 2015 at 6:30 p.m.

Date of Posting

November 5, 2015

Place Posted

**2615 Sierra Meadows Drive
Rocklin, CA 95677**

**Sierra Elementary
6811 Camborne Way
Rocklin, CA 95677**

**Whitney High School
701 Wildcat Blvd.
Rocklin, CA 95765**

**Spring View Middle School
5040 Fifth Street
Rocklin, CA 95677**

ROGER STOCK
SUPERINTENDENT
COUNTY OF PLACER
STATE OF CALIFORNIA

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Hold Public Hearing and Approve of Waiver Request for Non-Classroom Based Funding Determination Form for Rocklin Independent Charter Academy (RICA) for 2015-16

DEPARTMENT: Office of the Deputy Superintendent, Business & Operations

Background:

A continuing Non-Classroom Based Charter School must file a Funding Determination Form by February 1 in the fiscal year prior to the year the funding determination will be effective (i.e. by February 1, 2015 for fiscal year 2015-16). If this deadline is not met, a public hearing for a general waiver must be held, the waiver approved by the Governing Board of the Charter School and submitted to the State Board of Education (SBE) under Education Code Sections 33050-33053. This deadline was inadvertently missed for RICA.

Status:

The Funding Determination Form for a five year renewal, beginning with fiscal year 2015-16 has been submitted to CDE and is awaiting approval, once the State Board of Education approves this waiver at either its January or March 2016 meeting. These waivers are approved as a general course of business by the SBE.

Presenter(s):

Barbara Patterson, Deputy Superintendent, Business & Operations

Financial Impact:

Current year: RICA State Apportionment for 2015-16
 Future years: N/A
 Funding source: N/A

Materials/Films:

None

Other People Who Might Be Present:

Mark Williams, Principal, Rocklin Independent Charter Academy and Victory High School

Allotment of Time:

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

Packet Information:

Waiver Request

Recommendation:

Staff recommends approval of the Waiver Request to the State Board of Education for the 2015-16 RICA Funding Determination Form



Change Text Size: A A A

[Logoff](#)

Waiver Request System Submission

Instructions:

- Fields marked with an asterisk (*) are required.
- The format for all dates is mm/dd/yyyy.
- Use the 'Attachments' section below to attach all supporting documents if required.
- Make sure all information is accurate before selecting submit. You will not be able to edit this waiver once you have submitted the form.
- DO NOT at any time hit the back button. You will lose all your information.
- Use brackets [] for putting Education Code section to be waived. See FAQ for details.
- Do not use abbreviations for bargaining units.
- Refer to the FAQ for general questions.
- The waiver request page is time sensitive. You must be able to complete the waiver request within two hours. Failure to complete and submit the waiver request in the two hours will result in the loss of all previously entered information.

District Information

*County:

*District:

*Address:

*City:

*State:

*Zip code:

Fax:

Waiver Information

*Period of request start date:

*Period of request end date:

*Is this waiver a renewal? No Yes

*Waiver topic:

*Ed Code title:

*Ed Code section:

*Ed Code authority:

*Education Code or California Code of Regulations (CCR) section to be Waived. If the request is to waive a portion of a section, type the text of the pertinent sentence of the law, or those exact phrases requested to be waived (use [] to strike out).

Beginning with the 2007-08 fiscal year, nonclassroom-based charter schools that had a funding determination in the year prior must submit a funding determination request by February 1 of the fiscal year prior to the year the funding determination will be effective.

*Student population

*Located in a(n) city

*Describe briefly the circumstances that brought about the request and why the waiver is necessary to achieve improved student performance and/or streamline or facilitate local agency operations. If more space is needed, please attach additional documents using the 'Attachments' section below.

See attached letter.

Public Hearing

*Date of public hearing:

*How was the required public hearing advertised?

Notices were posted at all site locations and on the District website.

Approvals/Review

*Local board approval date:

*Please identify the appropriate council(s) or advisory committee(s) that reviewed this waiver.

RUSD Board of Trustees

*Date the committee/council reviewed the waiver request:

*Were there any objection(s) No Yes

Bargaining Unit

If the specific waiver you are submitting requires bargaining unit participation select yes and fill out the information. If it does not require bargaining unit participation, select no.

*Does the district have any employee bargaining units? No Yes

Attachments

*Is this waiver associated with an apportionment related audit penalty? (per EC 41344) No Yes

*Has there been a Categorical Program Monitoring (CPM) finding on this issue? No Yes

If needed, upload additional file(s) here (must be Word, Excel, or PDF format)

Contact Information

*Title:	Mr. <input type="button" value="v"/>
*First name:	<input type="text" value="Mark"/>
*Last name:	<input type="text" value="Williams"/>
*Position:	<input type="text" value="Principal"/>
*E-mail:	<input type="text" value="mswilliams@rocklin.k12.ca.us"/>
*Area code:	<input type="text" value="916"/>
*Telephone:	<input type="text" value="632-3195"/>
Extension:	<input type="text"/>

I hereby certify that I have gone through my authorizing school district and or Special Education Local Plan Area (SELPA), that I am the superintendent or the superintendent's designee and that the information provided on this application is true and correct.

[Menu](#)

Questions: Waiver Office | 916-319-0824

California Department of Education
1430 N Street
Sacramento, CA 95814

[Web Policy](#)

State Board of Education

Subject: Request for Waiver of Nonclassroom-Based Determination Funding for the Fiscal Year 15/16

Rocklin Independent Charter Academy (RICA) is the first dependent charter school of the Rocklin Unified School District, with the charter being granted on 7/1/2013. The Academy is a 100% independent study program, thus it requires a Nonclassroom-Based Funding Determination approval. The first funding determination document for fiscal year 2013/2014 and 2014/2015 was properly submitted; however, staff did not realize an additional funding determination form needed to be submitted until the date of submission had already passed. The District staff has since gathered a better understanding of the process and is requesting that the State Board of Education retroactively approve the funding determination for fiscal years 2015/2016 – 2019/2020.

If the waiver is not approved and funding is negatively impacted, the charter would be significantly impacted in its ability to operate and provide quality education to the students it serves.

If you have any questions regarding this request, please contact Lauren Thoman, Director of Fiscal and Purchasing Services, at Rocklin Unified School District by phone at 916-630-2236. Thank you for your consideration.

Sincerely,

Lauren Thoman, CPA
Director of Fiscal and Purchasing Services
Rocklin Unified School District
lthoman@rocklin.k12.ca.us
916-630-2236

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Expenditure Plans for California State Budget One-Time Funding for Education

DEPARTMENT: Office of the Deputy Superintendent, Business and Operations

Background: The State of California's Enacted Budget for 2015-16 provides two one-time funding budgets for Local Education Agencies (LEAs). One is unrestricted and can be spent on any educational purpose deemed by the school board - the State is applying it to offset its outstanding liability for LEAs prior years' Mandated Cost Reimbursement Claims. The funding is estimated to be \$530 per prior year Period 2 (P-2) ADA. This revenue was included and adjusted in Budget Revision #1 approved by the Board of Trustees in August, but no expenditures were budgeted until an expenditure plan could be developed.

The other one time funding provided by the State to LEAs in 2015-16 is a restricted program titled Educator Effectiveness. This new one-time funding was not included in the District's 2015-2016 adopted budget for the current year because it was not approved by the legislature and governor at the time the school district's budget was approved.

- Educator Effectiveness funds may be used to support the professional development of certificated teachers, administrators, and paraprofessional educators – for more detail, see attached presentation document.
- The funding is approximately \$1,466 per each LEA's total certificated staff count, as reported in CALPADS during the 2014–15 fiscal year.
- All funds must be spent by June 30, 2018.
- Any unspent funds must be returned to the State.
- The plan must be explained in a public meeting of the governing board of the school district, before its adoption in a subsequent public meeting.
- On or before July 1, 2018, a report of detailed expenditure information must be submitted to the California Department of Education (CDE).

Status:

At the October 21, 2015 Governing Board meeting, staff presented the proposed expenditure plans for these two funding sources. Slides from the original presentation listing the proposed expenditure plans are attached.

Presenter(s):

Barbara Patterson, Deputy Superintendent, Business & Operations

Financial Impact:

Current year: Unrestricted: est. \$5,698,030 General Fund (fund 01);
est. \$68,057 RICA (fund 09);
Restricted: Educator Effectiveness Program \$819,202 General Fund (fund 01);
\$11,586 RICA (fund 09)

Future years: \$0

Funding source: State of CA

Materials/Films:

One time revenues and expenditure plans (slides from original presentation)

Other People Who Might Be Present:

Martin Flowers, Director, Secondary Programs & School Leadership
Karen Huffines, Director, Elementary Programs & School Leadership
Mike Fury, Chief Technology Officer
Craig Rouse, Senior Director, Facilities & Operations

Allotment of Time:

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

Packet Information:

PowerPoint presentation of the California State Budget 2015-16 One Time Funds' Expenditure Proposals

Recommendation:

Staff recommends Board approval of the expenditure plans for use of the one time Mandated Cost Reimbursement funds and Educator Effectiveness funds.

One Time Revenue

- **Mandated Cost Reimbursement Funding**
 - \$530 per 2014-15 P-2 ADA
 - Unrestricted, Discretionary

RUSD estimated	\$5,698,030
RICA estimated	\$68,057

One Time Revenue cont'd.

➤ Educator Effectiveness Program

➤ \$1,466 per LEA's total certificated staff count, as reported in CALPADS during the 2014–15 fiscal year

➤ Restricted, must be spent by June 30, 2018

RUSD	\$819,202
RICA	\$11,586

Professional Development

- **Professional development will be provided according to:**
 - RUSD 2015-2018 Professional Development Plan
 - Including:
 - LCAP Goals
 - RETT Goals
 - RUSD Strategic Plan
 - Special Education Study

\$894,000

Technology Replacement and Enhancement

➤ **Three year plan**

- Complete Replacement Plan Acceleration, Phases 2-5
 - Replaces all computers 8 years or older, 5 high-end labs, and eliminates Windows XP
 - Modernizes printer fleet, digital classrooms, network, and data center
- Completes WiFi Plan, Phase 5

\$3,887,030

Other One Time Needs

- **Seed money to implement school site Strategic Plans: \$270,000**

Elementary Schools, Continuation H.S.	\$ 15,000
Middle Schools	\$ 20,000
High Schools	\$ 25,000

- **Music program – K-12 equipment and uniform replacement and repairs - \$150,000**
- **Emergency Response Plan implementation: \$47,000**
 - **Classroom and communication supplies and equipment**
- **School bus replacement: \$450,000**
 - **Three buses (two 1995 buses, one 1996 bus, all with more than 250,000 miles)**

Proposed Three Year Expenditure Plan for 1x Unrestricted Funding – General Fund

Proposed Expenditures	Total Projected Costs	2015-16	2016-17	2017-18
Professional Development	\$ 894,000	\$ 298,000	\$ 298,000	\$ 298,000
Tech Replacement & Enhancement Plan augmentation	\$ 3,887,030	\$ 1,390,000	\$ 1,437,000	\$ 1,060,030
Seed money for sites' strategic plan implementation	\$ 270,000	\$ 200,000	\$ 70,000	
Music program K-12- equipment & uniform replacement	\$ 150,000	\$ 50,000	\$ 50,000	\$ 50,000
Emergency Response Plan – implementation costs	\$ 47,000	\$ 47,000		
School bus replacement (3)	\$ 450,000	\$ 135,000	\$ 180,000	\$ 135,000
TOTAL	\$ 5,698,030	\$ 2,120,000	\$ 2,035,000	\$ 1,543,030

Proposed Three Year Expenditure Plan for 1x Educator Effectiveness Funding – General Fund

	2015-16	2016-17	2017-18
Proposed Expenditures on Professional Development	\$ 264,906	\$ 277,148	\$ 277,148
Beginning Teacher Support and Assessment (BTSA) Program	X	X	X
CPM and Bridges math curriculum adoption	X	X	
Rocklin Education Technology Team (RETT) goals	X	X	X
Writing	X	X	
ELA/ELD Curriculum Adoption		X	X
Special education professional development as specified by the West Ed report		X	X
Math lesson study			X

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Reduction of Field Trip Transportation Rates
DEPARTMENT: Office of the Deputy Superintendent, Business & Operations

Background:

Due to the lower price of fuel, the "cost per mile" of operating the district's school bus fleet has decreased. With this decrease of fuel prices, we have reviewed our cost per mile and field trip flat rates.

Status:

Staff has studied the administrative and operating costs per mile associated with district field trips and are recommending a decrease in rates, principally due to the decrease in fuel costs.

Current rate: \$3.25 per mile Proposed rate: \$ 3.00 per mile

Below is a rate comparison of local school districts:

	<u>Current Rate</u>
Dry Creek Joint Elementary School District	\$3.00 Mile
Mid Placer JPA	\$1.90 Mile
Rocklin Unified School District	\$3.25 Mile
Roseville City School District	\$4.48 Mile *
Roseville Joint Union High School District	\$3.25 Mile
Western Placer Unified School District	\$3.00 Mile

* Roseville JUHSD provides field trip transportation for Roseville City School District at a flat rate per mile.

Presenter:

Barbara Patterson, Deputy Superintendent, Business & Operations

Financial Impact:

Current year: (\$5,600)
Future years: (\$9,700)
Funding source: General Fund, Local Revenue and Site Budgets; offset is contribution to Transportation funding

Materials/Films:

None

Other People Who Might Be Present:

Matt Sanchez, Director of Transportation

Allotment of Time:

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

Packet Information:

None

Recommendation:

Staff recommends approval of a decrease in the field trip rates from \$3.25 per mile to \$3.00 per mile. The lower rate will also be applied to all district flat rate field trips. Staff will review field trip costs annually.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Hold Public Hearing Regarding the Joint 2015-16 Initial Contract Proposal from District and CSEA

DEPARTMENT: Office of the Assistant Superintendent, Human Resources

Background:

On October 21, 2015, the Board of Trustees accepted the joint 2015-16 initial contract proposal from the District and CSEA and set November 18, 2015 for the public hearing.

Status:

At this time, staff recommends the Board of Trustees hold a public hearing to accept comments from the public regarding the joint 2015-16 initial contract proposal form District and CSEA. Negotiations will begin following the public hearing.

Presenter:

Colleen Slattery, Assistant Superintendent, Human Resources

Financial Impact:

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

Materials/Films:

None

Other People Who Might Present:

None

Allotment of Time:

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

Packet Information:

A copy of the jointly agreed upon Memorandum of Understanding between the District and CSEA which details negotiations for 2015-16.

Recommendation:

Staff recommends the Board hold a public hearing for November 18, 2015.


**MEMORANDUM OF UNDERSTANDING BETWEEN
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND THE
ROCKLIN UNIFIED SCHOOL DISTRICT**

APRIL 18, 2013

The California School Employees Association and its Rocklin Chapter #773 and the Rocklin Unified School District (District) agree to the following:

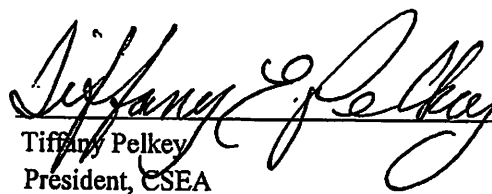
- A. For the current July 1, 2011 – June 30, 2014 collective bargaining agreement (Agreement) between the parties:
- a. 2012-2013 school year: The District will pay a one-time \$1,000 off schedule health benefit increase offset, to each FTE CSEA employee active as of April 1, 2013, pro-rated, to be paid by June 10, 2013.
 - b. 2013- 2014 school year – Article 29, section 29.3: The parties agree to re-open negotiations on the salary, health, welfare, and retirement benefits.
- B. Upon the expiration of the current Agreement, the parties agree to modify Article 29 as follows:
- a. Section 29.1: This agreement shall become effective July 1, 2014, through June 30, 2016 and shall remain in full force and effect until a successor agreement is reached by the parties.
 - b. Section 29.2: For the 2014-2015 school year, the parties agree to re-open negotiations on the salary, health, welfare, and retirement benefits and one (1) article of parties' choice.

Section 29.3: For the 2015-2016 school year, the parties agree to re-open negotiations on the salary, health, welfare, and retirement benefits and one (1) article of parties' choice.



Kevin Brown
Superintendent

4/19/13
Date



Tiffany Pelkey
President, CSEA

4-19-13
Date

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Set Date for Annual School Board Organizational Meeting

DEPARTMENT: Office of the Superintendent

Background:

Per Board Bylaw 9100 and Educational Code section 35143, each year the Governing Board shall hold an annual organizational meeting. In any year in which a regular election of District Board members is conducted, the organizational meeting shall be held within a 15-day period beginning from the date upon which a Board member elected at that election takes office. During non-election years, the meeting shall be held within the same 15-day period on the calendar.

Status:

This year the 15 day window period established by statute to hold the annual organizational meeting begins on Friday, December 4, 2015 and runs through Saturday, December 19, 2015. Staff requests that the Board schedule its organizational meeting for December 16, 2015, the next regularly scheduled Board meeting.

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:

Allotment of Time:

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

Packet Information:

None

Recommendation:

Staff recommends approval of December 16, 2015, as the annual organizational meeting date.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Intradistrict Open Enrollment Board Policy and Administrative Regulations

DEPARTMENT: Offices of the Deputy Superintendent, Educational Services

Background:

The Rocklin Unified School District has adopted policies and administrative regulations regarding Intradistrict Open Enrollment (BP 5116.1) and (AR 5116.1). The District has also adopted policies and administrative regulations regarding Interdistrict Attendance (BP 5117 and AR 5117). These policies and administrative regulations are in full compliance with California Education Code.

Status:

The Board of Trustees has directed the Superintendent to ensure that policies and administrative regulations are reviewed for compliance with education code, legislative updates, and court rulings. The Board of Trustees also updates policies and administrative regulations to best serve the Rocklin community and the students and families of the Rocklin Unified School District. The most recent update to policies and administrative regulations related to intradistrict and interdistrict students was on October 16, 2013 to AR 5116.1 the change was to allow students after their first year on an approved intradistrict transfer agreement the same priority as a resident students for enrollment purposes.

Presenter(s):

Kathleen Pon, Deputy Superintendent, Education Services

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:

Intradistrict Open Enrollment (BP 5116.1 and AR 5116.1)
Interdistrict Transfer Data for 3 year period

Recommendation:

Rocklin USD | BP 5116.1 Students

Intradistrict Open Enrollment

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

Rocklin USD | AR 5116.1 Students

Intradistrict Open Enrollment

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 USD
INTERDISTRICT TRANSFERS - THREE YEAR SUMMARY

	TRANSFERS	TRANSFERS	NET
	IN	OUT	TRANSFERS
	IN	OUT	IN
2015-16 YTD	740	464	276
2014-15	675	461	214
2013-14	739	568	171

RUSD INTERDISTRICTS YTD 2015-16 as of
11/2/16

SCHOOL	ENTERING APPROVED 2015-2016
AC	9
BR	21
CS	12
PW	9
RC	18
RE	36
RU	28
SE	87
SR	36
TO	22
VV	17
GO	39
SV	39
RHS	94
WHS	260
VHS	13
Trans K	
TOTAL	740

SCHOOL	LEAVING APPROVED 2015-2016
AC	21
BR	8
CS	24
PW	34
RC	10
RE	29
RU	8
SE	41
SR	6
TO	16
VV	1
GO	22
SV	47
RHS	64
WHS	132
VHS	1
Trans K	
TOTAL	464

Net Interdistrict Transfers into RUSD	276
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RUSD INTERDISTRICTS 2014-15

SCHOOL	ENTERING APPROVED 2014-2015	SCHOOL	LEAVING APPROVED 2014-2015
AC	10	AC	19
BR	17	BR	8
CS	10	CS	19
PW	7	PW	34
RC	13	RC	10
RE	24	RE	24
RU	28	RU	12
SE	86	SE	50
SR	37	SR	9
TO	21	TO	11
VV	17	VV	2
GO	38	GO	18
SV	39	SV	48
RHS	92	RHS	68
WHS	228	WHS	128
VHS	8	VHS	1
Trans K		Trans K	
TOTAL	675	TOTAL	461

Net Interdistrict Transfers into RUSD	214
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RUSD INTERDISTRICTS 2013-14

SCHOOL	ENTERING APPROVED 2013-2014
AC	12
BR	24
CS	10
PW	13
RC	24
RE	20
RU	19
SE	94
SR	51
TO	22
VV	16
GO	33
SV	45
RHS	75
WHS	272
VHS	9
Trans K	
TOTAL	739

SCHOOL	LEAVING APPROVED 2013-2014
AC	45
BR	9
CS	21
PW	37
RC	23
RE	31
RU	9
SE	47
SR	14
TO	13
VV	5
GO	25
SV	55
RHS	90
WHS	142
VHS	2
Trans K	
TOTAL	568

Net Interdistrict Transfers into RUSD	171
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ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Review of Special Education Supports and Services Report: Update on Actions to Date

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

The RUSD has begun implementing the four recommendations from WestEd's Special Education Supports and Services Report to improve its provision of special education instruction. This presentation is the second update from the Special Education Department regarding actions taken in response to the report.

Status:

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

Presenter(s):

Tammy Forrest, Director of Special Education and Support Services

Financial Impact:

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

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

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

Packet Information:

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

Recommendation:

This is an informational item only.

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

Rocklin Unified School District
Board of Trustees Meeting
November 18, 2015

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



Purpose

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

Actions aligned with Strategic Planning

We Will:

- Base decisions on what is best for students.
- **Not** compromise our commitment to excellence in education.
- Act with honesty, truth, and integrity.
- Treat all people with dignity and respect.
- Improve or eliminate ineffective programs or performance.
- **Not** give up on any student.

Communication

Actions to Date :

- With stakeholder input (principals, special education staff, parents) a communication protocol for use within the special education department has been developed.
- The communication protocol is currently being implemented.

Future Actions :

- A survey will be developed to monitor the communication protocol.
- Use of protocol will be routinely monitored by surveying staff/parents.

Communication (cont.)

Actions to Date :

- Parent forums held/scheduled: August 26, 2015 November 4, 2015 February 24, 2016 and April 6, 2016.
- Email, phone, and website communication links established to update parents on upcoming events.
- Ongoing participation in Local Control and Accountability Plan (LCAP) planning by the special education department.
- Special Education administrators to participate in district leadership team meetings to promote two-way communication.

Future Actions :

- Chief of Communications to participate on MTSS and district leadership teams. Including the Special Education District Leadership Team (SPELT).

Communication (cont.)

Actions to Date:

- Weekly special education district office staff meetings have been initiated to ensure consistent and coordinated efforts regarding communication to sites and parents.
- Special Education Director facilitates regular meetings with psychologists, SLPs, and teachers.
- The Special Education Director will establish and facilitate special education leadership team (SPELT).

Future Actions:

- Special Education Leadership Team (SPELT) team to meet monthly starting Dec 2015 to review site staffing, MTSS work, input from parent forums, and policies/procedures updates.

Professional Development

Actions to Date:

- Resources have been allocated through LCAP to ensure the support of these efforts.
- K-6 new math adoption training for general education and special education teachers on August 13 and 14, 2015 to include how to accommodate and modify. Follow-up training was provided to both general education and special education staff.

Future Actions:

- Additional planning for school-wide professional development (PD) regarding social-emotional functioning and sensitivity training will be developed, communicated and included in the district PD plan.
- Training on accommodations and modifications to be included as part professional development in curriculum and instruction.

Professional Development (cont.)

Actions to Date :

- Special education teachers (K-6 RSP/SDC) co-trained with general education on math curriculum Aug 2015.
- Special education teachers (K-6 SDC) trained in reading intervention (Reading Mastery) on August 12, 2015.
- Additional PD priorities identified with special education staff and parents.
- Program specialists trained to provide Non-violent Crisis Intervention (NCI).

Future Actions :

- Non Violent Crisis Intervention Training: In district trainers trained/priority site teams trained.
- Finalize tracking of NCI training through Human Resources Department Software System-Escape.
- Spring Cohort identified for Assistive Technology trainer of trainer model through PCOE titled Accessible Communication for All.

Professional Development (cont.)

Actions to Date :

- Resources have been allocated through LCAP for PD.
- Multi-tiered Systems of Support (MTSS) team to evaluate district multi year PD plan.
- Fall 2015 PD on effective behavior interventions provided to Instructional Aides.

Future Actions :

- Spring 2016 PD on academic interventions for Instructional Aides.
- Induction training to be developed to include information on district policies & procedures.
- Develop plan for existing staff to be trained on content of induction training.

Policies & Procedures

Actions to Date :

- Obtained the policies and procedures from Placer County Office of Education, Special Education Local Planning Area, and additional district resources for use in updating the special education manual.
- System for using Google Docs and Schoology established to allow special education staff to access current policies and procedures.
- Draft procedures for referral for program changes and supports and services provided to special education staff for input.

Future Actions :

- Begin posting new policies/procedures on shared drive as Google Docs.
- Determine staff and timeline to update the special education procedural manual.
- As part of update of the special education procedure manual, update, Board policies and Administrative Regulations, as necessary.

Policies & Procedures (cont.)

Actions to Date :

- A systematic staffing matrix by school site and caseload that is program based has been developed and updated monthly.
- Classroom aide assignments have been made based on program need.
- Assigned additional 1:1 aide support based on Individualized Education Program (IEP) team recommendations.
- Reduced windshield time of itinerant staff.

Future Actions :

- Continue weekly Special Education Director meeting with Human Resources and Business services to share staffing information and troubleshoot issues.
- As part of developing MTSS, barriers impacting teaching and learning will be identified.

Policies & Procedures (cont.)

Actions to Date :

- The district director will provide coaching to program specialists as well as attend IEP meetings to facilitate and model a collaborative approach to determine a Free Appropriate Public Education (FAPE).

Future Actions:

- Provide facilitation training to administrative designees to support and model a collaborative approach to determine a Free Appropriate Public Education (FAPE).

Culture & Climate

Actions to Date:

- Parent and staff forums were held regarding the Special Education Report to gather feedback and discuss next steps.
- Substitutes provided to support site PLC collaboration.
- Special Education PLCs formed to examine current practices, identify gaps in curriculum, instruction and evidence based practices.

Future Actions:

- As part of improving services delivery models in the district, two additional cross site PLC meetings to be held to discuss and document use of curriculum, instructional strategies, behavior and social emotional supports, parent communication and data collection.

Culture & Climate(cont.)

Actions to Date :

- Special education department tracks staff assignments and communicates within the DO and sites to the sites to ensure cohesive support to our schools.
- Four parent forum meetings to be held during the 2015-16 school year.

Future Actions

- SPELT to hold monthly facilitated meetings to review staffing, parent input from forums, MTSS, and progress on policies and procedure updates.

Culture & Climate(cont.)

Actions to Date :

- LCAP funds designated for professional development to support MTSS (certificated and classified staff).
- Professional development with embedded use of accommodations and modifications.
- Increase collaboration opportunities between general education and special education staff, in order to increase collaboration time where feasible.

Future Actions :

- Hold regular cross site PLCs with to encourage cross pollination of best practices and identify barriers to implementation.

Next Steps

- Implement actions outlined in report.
- Work in response to findings will continue both internally and through MTSS.
- Special Education and Support Services will provide the next update to the Board in February, 2016.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Local Control Accountability Plan Update

DEPARTMENT: Educational Services

Background:

The Local Control Funding Formula has given districts broad discretion over how to use base and supplemental funds. The use of the supplemental funds must expand or improve services for high-needs students in proportion to the additional supplemental funding that these students bring to the district. The supplemental funds are intended to bridge the achievement gaps for Socioeconomically Disadvantaged Students, Foster Youth, and English Learners. The RUSD Local Control Accountability Plan (LCAP) has been aligned with the District-wide Strategic Plan. The 2015-18 LCAP was developed through stakeholder engagement processes including the District Advisory Committee consisting of parents, students, staff and administrators

Status:

The Board will provided a detailed overview of the 2015-2016 LCAP goals, metrics, and implementation process. The 2016-2019 LCAP development process will be presented, including the engagement of all stakeholders and the LCAP timeline.

Presenters:

Melanie Patterson, Program Specialist, Local Control Accountability Plan

Financial Impact:

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

Materials/Films:

None

Other People Who Might Be Present:

Kathleen Pon, Deputy Superintendent, Educational Services

Allotment of Time:

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

Packet Information:

LCAP Update Presentation
2015-2016 LCAP Executive Summary

Recommendation:
Information Item Only

Local Control Accountability Plan (LCAP) Update

Rocklin Unified School District
Board of Trustees Meeting
November 18, 2015



Presented by:
Melanie Patterson
Program Specialist, LCAP

Overview of Presentation

- LCAP Alignment to Strategic Plan and State Priorities

- 2015-2016 LCAP Goal and Metric Review

- LCAP Funding Allocations

- Development Process

- Timeline

- Next Steps

LCAP Alignment

LCAP Goal	RUSD Strategic Plan Objectives: Each student will...	State Priorities
Goal 1: Academic Advancement	<ul style="list-style-type: none"> A. demonstrate continuous progress toward increasingly challenging academic goals B. engage in authentic learning experiences C. find his or her passion as a learner 	<ul style="list-style-type: none"> (1)Basic Services (2)Implementation of State Standards (3)Parent Involvement (4)Pupil Achievement (5)Pupil Engagement (7)Course Access (8)Other Pupil Outcomes
Goal 2: Building Capacity	All objectives.	<ul style="list-style-type: none"> (1)Basic Services (2)Implementation of State Standards (4)Pupil Achievement
Goal 3: Support Systems & Safe Schools	<ul style="list-style-type: none"> D. learn the value of contributing to the community through active participation E. acquire skills to conquer challenges and build healthy relationships 	<ul style="list-style-type: none"> (1)Basic Services (2)Implementation of State Standards (3)Parent Involvement (4)Pupil Achievement (5)Pupil Engagement (6) School Climate

2015-2016 LCAP Goal #1

Rocklin Unified School District (RUSD) will ensure that all students will achieve to their highest potential and make continuous progress toward increasingly challenging academic goals consistent with college and career readiness standards and expectations.

2015-2016 LCAP Goal #1 Metrics*

- California Assessment of Student Performance and Progress
 - Summative Assessments
 - Interim Assessments
- A-G UC/CSU Requirements
- Career Technical Education (CTE) Completion Rates
- CELDT Reclassification and Criterion Rates
- Attendance Rates
- Graduation Rates
- Access to Instructional Materials

* Partial list of metrics

2015-2016 LCAP Goal #2

RUSD will ensure that staff continually build capacity through professional learning and growth opportunities to support student achievement and success.

2015-2016 LCAP Goal #2 Metrics*

- Professional Learning Surveys
- Classroom Observations
- High Quality Teacher Data
- California Standards for the Teaching Profession
- Fully credentialed teachers and assignments

* Partial list of metrics

2015-2016 LCAP Goal #3

RUSD will provide support systems for learning (during both the school day and after school) and provide safe schools with healthy climates where all students have the opportunity to achieve at high levels.

2015-2016 LCAP Goal #3 Metrics*

- Coalition of Placer Youth Survey
- LCAP Parent, Student, and Staff Surveys
- Dropout Rate
- Suspension/Expulsion Rates
- Incidence of Bullying
- Attendance Rate
- Truancy Rate
- School Facility Maintenance Status

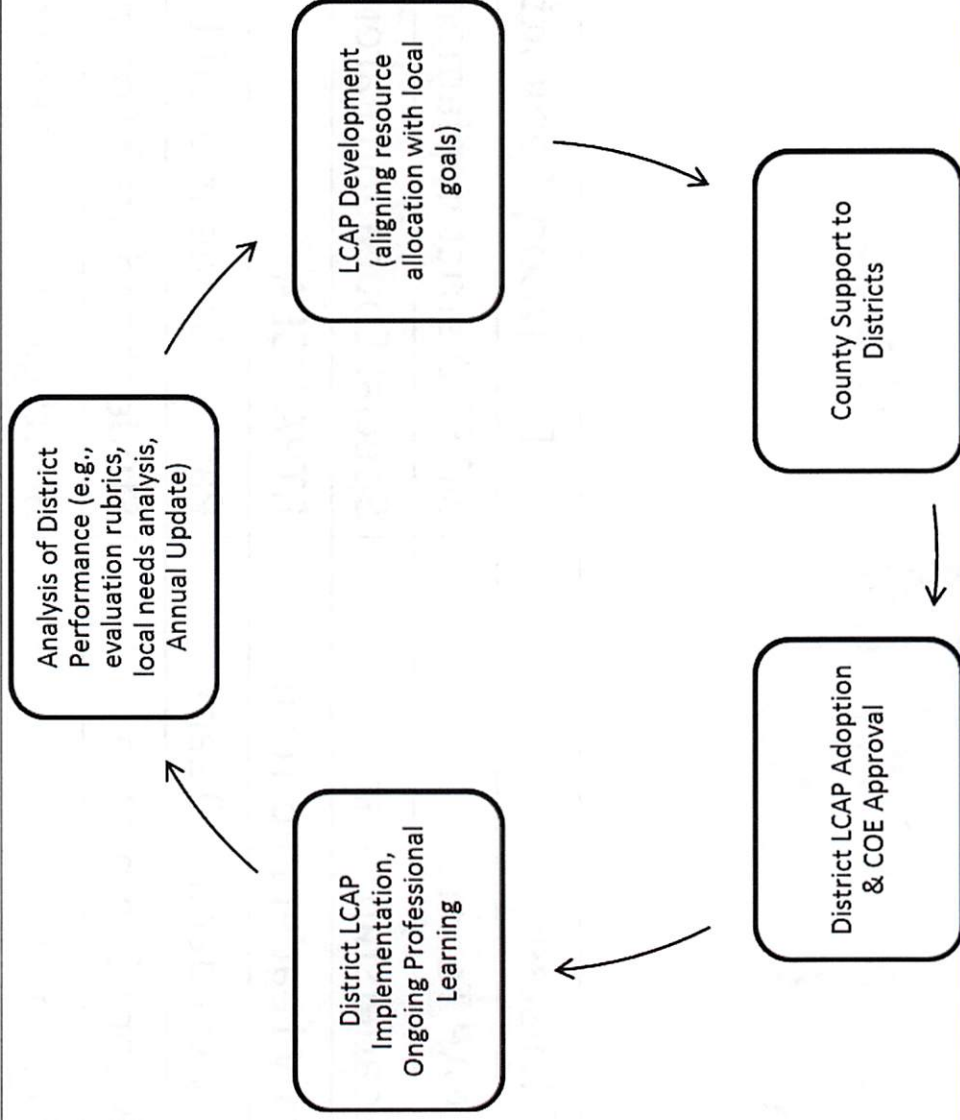
* Partial list of metrics

Funding Allocation

Comprised of 3 parts:

- Base
- Supplemental Grant allocation (\$3,109,000) based on unduplicated count of:
 - **English language learners**
 - **Low income**
 - **Foster youth**
- Concentration Funding (RUSD not eligible)

LCAP Planning, Development, and Evaluation



Authentic LCAP Input from All Stakeholders

Board of Trustees	GATE Advisory Committee
District LCAP Team	MTSS District Implementation Team
District Leadership Team	Special Education Parent Forum
Elementary Leadership Team	RTPA/CSEA
Secondary Leadership Team	Parent, Student, Staff LCAP Survey
LCAP Advisory Committee	Student and Staff Forums
School Site Councils	Strategic Planning Process
District English Language Advisory Committee	

2015-2016 Timeline

MONTH	ACTIONS
September 2015	<ul style="list-style-type: none"> ✓ Establish Timeline ✓ Review Goals, Actions, and Data
October 2015	<ul style="list-style-type: none"> ✓ Engage Stakeholders Reviewing 2015-2016 LCAP Goals and Progress ✓ Advisory Committee Development ✓ Participate in LCAP Trainings
November 2015	<ul style="list-style-type: none"> ✓ Engage Stakeholders Reviewing 2015-2016 LCAP Goals and Progress & Develop Formative (Lead) Metrics ✓ Create 2015-2016 Executive Summary and Rocklin Assessment System for Sustainable Improvement (RASSI) ✓ Board of Trustees LCAP Update
December 2015	<ul style="list-style-type: none"> ✓ Engage Stakeholders Reviewing 2015-2016 LCAP Goals and Progress ✓ Site-Council Input Process presented to District Leadership Team ✓ Develop and Implement Parent, Student, Staff LCAP Survey

2015-2016 Timeline

MONTH	ACTIONS
January 2016	<ul style="list-style-type: none"> ✓ Engage Stakeholders in Development of 2016-2019 LCAP ✓ Site-Council Input Reviewed
February 2016	<ul style="list-style-type: none"> ✓ Draft 2016-2019 LCAP Input from Stakeholders ✓ Conduct Student and Staff Input Forums
March 2016	<ul style="list-style-type: none"> ✓ Present Draft 2016-2019 LCAP to Board of Trustees for Review and Recommendations
April 2016	<ul style="list-style-type: none"> ✓ Review Draft 2016-2019 LCAP with Stakeholders ✓ Post Draft LCAP on RUSD website for feedback
May 2016	<ul style="list-style-type: none"> ✓ Review Final 2016-2019 LCAP with Stakeholders
June 2016	<ul style="list-style-type: none"> ✓ Public Hearing for LCAP ✓ Review and Respond to Public Comments ✓ Presentation to Board for Adoption of 2016-2019 LCAP ✓ Post LCAP to RUSD Website ✓ Submit Final LCAP to PCOE

Next Steps

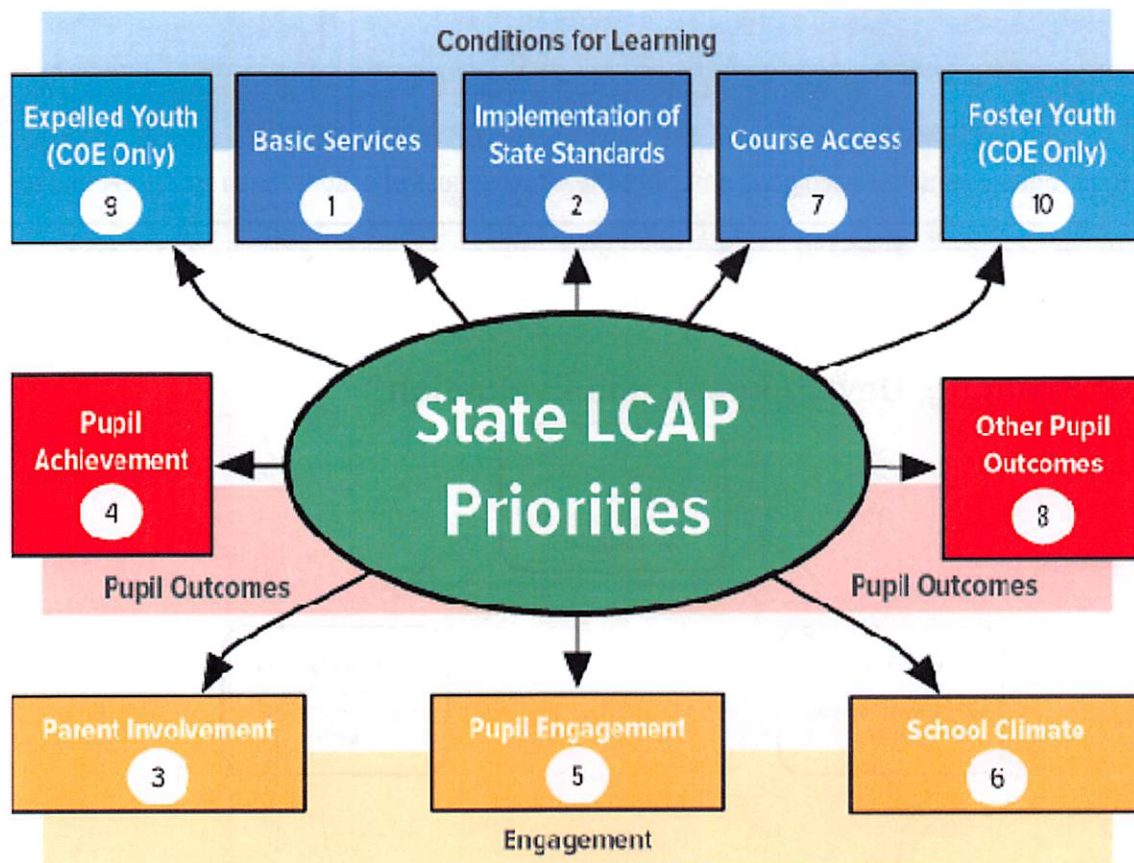
- Continue Implementation and Assessment of the 2015-2016 LCAP Goals, Actions, and Expected Annual Measurable Outcomes
- Develop 2016-2019 LCAP
- Public Hearing for 2016-2019 LCAP on June 8, 2016
- Present 2016-2019 LCAP for Board approval on June 22, 2016
- Submit 2016-2019 LCAP to Placer County Office of Education on June 30, 2016



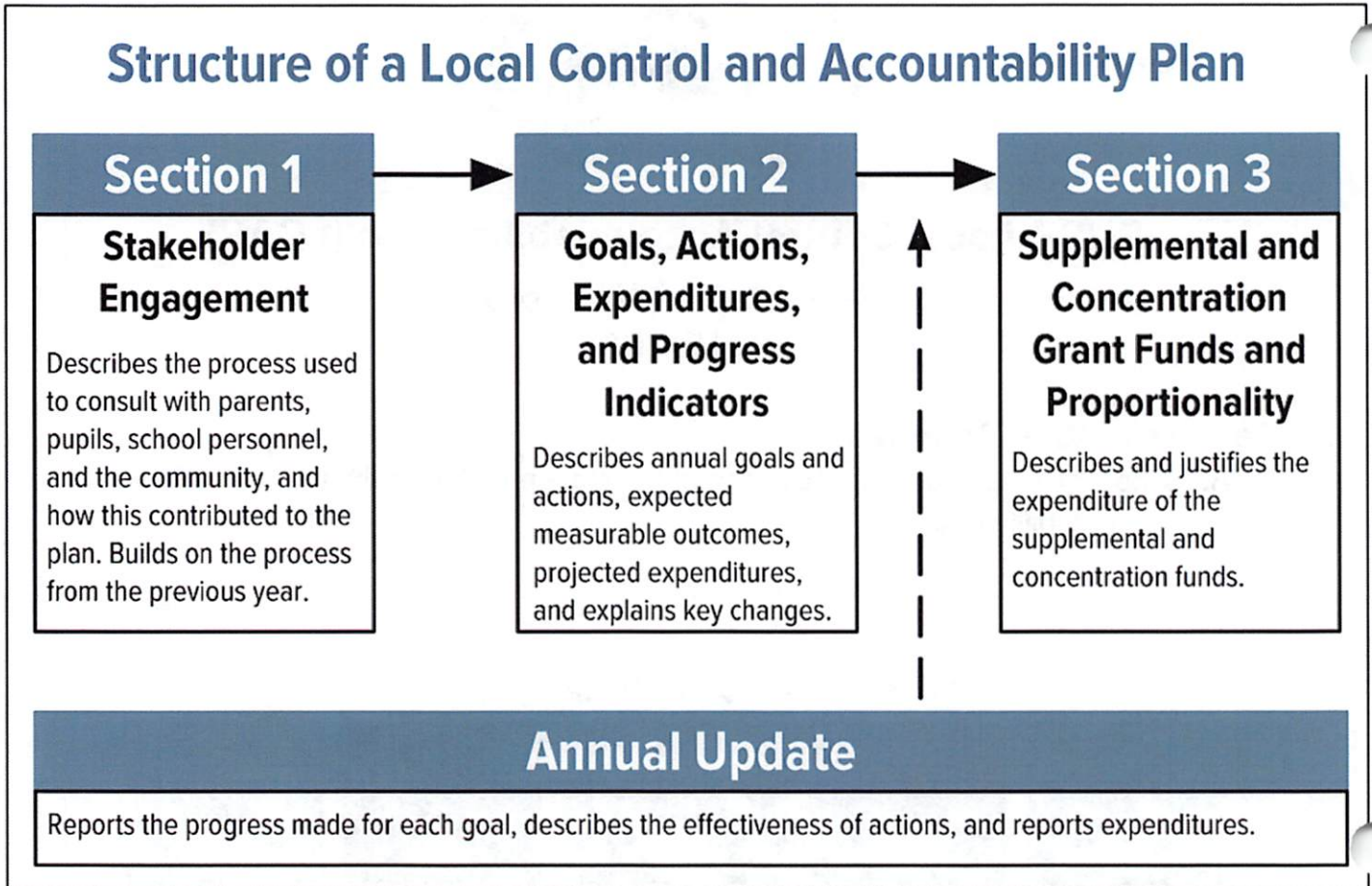
RUSD Local Control Accountability Plan (LCAP) Executive Summary 2015-2016

I. California State Priorities

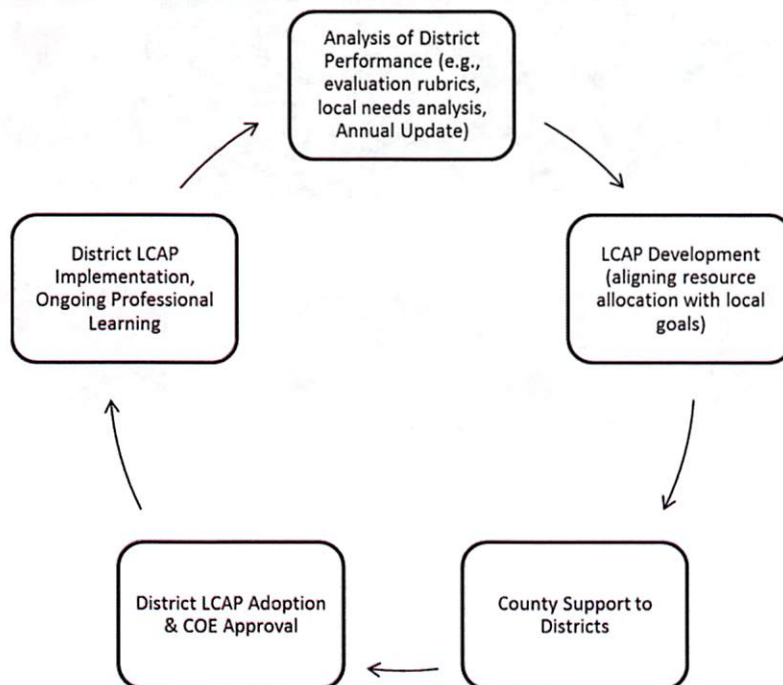
A. School districts must address each of the state priorities in their Local Control Accountability Plan.



II. The Structure of a LCAP



III. LCAP Planning, Development, and Evaluation



IV. Section 1: RUSD Stakeholder Engagement

A. Board of Trustees:	11/18/15, 3/16/16, 6/8/16, 6/22/16
B. District LCAP Team:	Monthly Meetings
C. District Leadership Team:	10/27/15, 12/1/15, 2/23/16, 3/29/16
D. ELT/SLT	Monthly Meetings
E. LCAP Advisory Committee:	1/26/16, 4/5/16, 5/27/16
F. School Site Councils:	January 2016
G. DELAC:	October 2015 and January 2016
H. GATE Advisory Committee:	January 2016
I. MTSS District Implementation Team:	December 2016 and February 2016
J. Special Education Parent Forum:	2/24/16
K. RTPA/CSEA:	March 2016
L. Parent, Student, Staff LCAP Survey:	Opens 12/7/15-1/15/16
M. Staff and Student Forum(s):	January and February 16

V. Section 2: RUSD Goals, Actions, and Progress Indicators

A. RUSD Goals and Actions

Goal 1

Rocklin Unified School District will ensure that all students will achieve to their highest potential and make continuous progress toward increasingly challenging academic goals consistent with college and career readiness standards and expectations.

1.1 Implement California Standards in math, ELA/ELD and NGSS by providing professional learning opportunities supported by Teachers on Special Assignment (TOSAs), supports for English Learners, new instructional materials where available, and general intervention support and materials.

- Ensure all students have access to standards aligned curriculum and materials.
- Develop TK/K programs to better support early learning.

1.2 Engage learners at strategic transition points in order to facilitate academic success in subsequent years.

- Early learners
- Middle School transition
- Transition to college and career

Programs and support that will be developed or continued to support student academic achievement and engagement:

- TK/K Professional Learning
- IB Expansion to MYP
- After school support for students at SVMS
- AVID Tutor Support
- Expand college opportunities for underperforming subgroups
- Elementary instructional support

1.3 Support implementation of LCAP goals through provisions of administrative and operational services including:

- Human Resources
- Educational Services
- Technology
- Custodial/Grounds
- Business

1.4 RUSD is engaged in a district wide strategic planning process to meet both Strategic Plan and LCAP goals. Efforts focused on:

- Implementation of literacy practices
- Measure academic growth through assessments
- Foster healthy relationships and interactions
- Coordinate district wide resources for student long term goal setting/planning
- Support, motivate and guide struggling students
- Develop centralized support system for professional learning/blended learning included

1.5 Continue to fund programs for students with exceptional needs including operational supports.

Goal 2

RUSD will ensure that staff continually build capacity through professional learning and growth opportunities that support student achievement and success.

2.1 Highly-qualified teachers will be maintained and/or developed based on desired skills and qualifications and placed in the correct assignments to ensure student success.

2.2 Professional learning will be targeted to meet the identified needs of teachers, administrators and support staff including:

- TK/K targeted learning
- Focused learning on inclusion, tolerance and teaching students with diverse learning styles
- Project GLAD follow-up training support
- Support staff training for those working directly with subgroups
- Secondary English Learner professional learning
- Support learning for Multi-Tiered System of Support (MTSS)

2.3 Support implementation of LCAP goals through provisions of administrative and operational services including:

- Human Resources
- Educational Services
- Technology
- Custodial/Grounds
- Business

2.4 RUSD is engaged in a district wide strategic planning process to meet both Strategic Plan and LCAP goals. Efforts focused on:

- Implementation of literacy practices
- Measure academic growth through assessments
- Foster healthy relationships and interactions
- Coordinate district wide resources for student long term goal setting/planning
- Support, motivate and guide struggling students
- Develop centralized support system for professional learning/blended learning included

2.5 Continue to fund programs for students with exceptional needs and provide operational support for Special Education department and staff including additional clerical support.

Goal 3

RUSD will provide support systems for learning (during both the school day and after school) and provide safe schools with healthy climates where all students have opportunities to achieve at high levels.

3.1 Create layers of support to meet the identified needs of underperforming students targeted to subgroups including:

- Services for students with exceptional needs
- Instructional support for English Learners
- Family Tutoring Center and Latino Literacy Project for EL students

3.2 Ensure socially, emotionally, and physically safe school campuses by:

- Partnering with Rocklin Police and Fire Departments
- Continue and expand student behavior support through PBIS
- Continuing Family Engagement Coordinator
- Small group counseling at Victory High School
- Professional learning opportunities regarding tolerance
- Ensure safe and well-maintained facilities

3.3 Maintain school facilities at high levels.

3.4 Transportation of all students will be organized for efficiency and safety.

3.5 Increase levels of family and community engagement by:

- Supporting English Learners at the secondary level to improve graduation rates
- Continuing Family Tutoring Center and Latino Literacy Project for English Learners
- Expand Opportunities for family engagement K-12

3.6 Support implementation of LCAP goals through provision of administrative and operational services including:

- Human Resources
- Educational Services
- Technology
- Custodial/Grounds
- Business

3.7 Continue to fund programs for students with exceptional needs including operational supports.

B. Progress Indicators

Goal #1: Rocklin Unified School District (RUSD) will ensure that all students will achieve to their highest potential and make continuous progress toward increasingly challenging academic goals consistent with college and career readiness standards and expectations	
Metric	2015-2016 Expected Annual Measurable Outcomes (EAMOs)
Smarter Balance Summative Assessments	(Baseline data established) Students not showing significant improvement, or scoring below district average will receive additional targeted support
Smarter Balance Interim Assessments	All school sites implement in 2015-2016
Graduates Meeting A-G UC/CSU Requirements	Increase by 2%
CTE Completion Rates	Increased by 2%
AP Course Access	AP English, AP Calculus, AP Biology will be examined with an emphasis on increasing underperforming subgroups.
CAHSEE Success Rates Suspended as of 10/7/2015	Each underperforming subgroup (below district for 2 consecutive years) pass rate will remain or increase incrementally
Analysis of Professional Learning Opportunities	Staff satisfaction of PD opportunities will be, on average, 85% as a baseline result as measured by participation rates and staff surveys targeting PD.
Attendance Rates	Maintain above 96%
Graduation Rates	Graduation rates will remain above the county and state averages (currently 95%) Subgroups who are under district average will increase by 1% annually
CELDT Reclassification Rates	Reclassification rates maintained at a rate greater than that of Placer County

CELDT Criterion	% of students meeting CELDT criterion will be equal to or greater than that of Placer County
School Accountability Report Card (SARC) conditions of learning	Monitored to address the degree to which pupils have access to standards-aligned instructional materials

Goal #2: RUSD will ensure that staff continually build capacity through professional learning and growth opportunities that support student achievement and success.

Metric	2015-2016 Expected Annual Measurable Outcomes
Professional Learning Pre/Post Surveys	PD satisfaction will be at 85% or above Will indicate that instruction regarding delivery of standards has made a positive impact on practice
Classroom observational and validation data post-professional learning opportunities	Used to monitor professional learning initiatives
Highly Qualified Teacher Data	RUSD will maintain 99% or higher Highly Qualified Staff assignments.
California Standards for the Teaching Profession	Used as a measure of impact in the classroom
School Accountability Report Card (SARC) Conditions of Learning	Monitored to address the degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching

Goal #3: RUSD will provide support systems for learning (during both the school day and after school) and provide safe schools with healthy climates where all students have opportunities.

Metric	2015-2016 Expected Annual Measurable Outcomes
Coalition of Placer Youth Surveys	2% increase in positive climate metrics Decrease in drug and alcohol usage by students in grades 5, 7, 9, and 11
Pre and post Parent/Staff/Student Surveys	Used to measure an increase in positive school climate
Dropout Data	Reduce by 1-2%
Suspension/Expulsion Data	Reduce by 1-2%

Incidents of Bullying Reported (including cyber-bullying) by parents and students	Reduce by 1-2%
Attendance Rates	Maintain above 96%
Truancy Rates	Decrease chronic absenteeism by 1-2%
Community Service Graduation Requirement Completion Rates	100% of seniors enrolled at the end of the school year will complete 25 hours The percentage of seniors completing the Distinguished Community Service Requirement will be above 25%
Attendance at parent engagement events including those focused on students with disabilities and students considered at risk	Increase by 5%
School Accountability Report Card (SARC) Conditions of Learning	Monitored to address the degree to which school facilities are maintained in good repair

IV. Annual Update

- A. RUSD progress made for each goal in the prior year LCAP**
1. RUSD had five goals in 2014-2015.
 2. As a result of reviewing the 2014-2015 Goals in relation to the RUSD Strategic Plan, receiving input from stakeholder groups, reviewing actuals and considering ongoing available funding, 2015-2016 Goals were revised to target specific achievable actions.
 3. RUSD has three goals in 2015-2016

VI. Section 3: RUSD Supplemental Funds

- A. RUSD will spend \$3,109,000 in supplemental funds to support all students, calling out specific actions to target English Learners, Low Income, Foster Youth, and students with exceptional needs subgroup populations.**

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Track and Field Recommendations at Whitney High School and Rocklin High School
DEPARTMENT: Senior Director – Facilities, Maintenance & Operations

Background:

The District has completed the track and field assessment at Whitney High School and Rocklin High School.

Status:

Staff will provide the Board with track and field recommendations based on the assessment.

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:

Power Point Presentation

Recommendation:

This is an information item only.

SYNTHETIC FIELDS AND ALL WEATHER TRACKS ASSESSMENT

**Rocklin Unified School District
Board of Trustees Meeting
November 18, 2015**

**Presented by
Craig Rouse**



Synthetic Fields and All Weather Tracks Assessment



- Whitney High School Assessment
 - Synthetic Turf Field Installation 2005
 - All Weather Track Installation 2005
 - Exposed Inlets
 - Damaged Utilities Boxes
 - Field is Settling
 - Synthetic Turf is at the End of Expected Life Cycle
 - Install Redwood Header at Shotput Area
 - All Weather Track is at the End of Expected Life Cycle

Synthetic Fields and All Weather Tracks Assessment



- Whitney High School Assessment Recommendations
 - Select Committee For District Wide Criteria & Standards
 - Remove/Replace Synthetic Turf
 - Remove/Replace All Weather Track
 - Install Redwood Header at Shotput Landing Area
 - Summer 2016 Timeline

Synthetic Fields and All Weather Tracks Assessment



- Rocklin High School Assessment
 - Synthetic Field Installation 2010
 - All Weather Track Installation 1994, Patch/Repair 2005
 - Infill Fill low at Utility Boxes
 - Damaged Utilities Boxes
 - Install Redwood Header at Concrete Curb
 - Synthetic Turf has 3 to 5 Years Life Cycle Expectancy
 - All Weather Track has 3 to 5 Years Life Cycle Expectancy

Synthetic Fields and All Weather Tracks Assessment



- Rocklin High School Assessment Recommendations
 - Select Committee For District Wide Criteria & Standards
 - Synthetic Turf Within Limits of Expected Life Cycle Look to Replace in 3 to 5 years
 - Continued Maintenance and Field Grooming
 - All Weather Track Replacement in 3 to 5 Years

Synthetic Fields and All Weather Tracks Assessment



- Funding
 - Committed Facility Use Funds *
 - Routine Restricted Maintenance Account (RRMA) *
 - Project Cost Estimate
 - Whitney High School 2016: Field \$850,000 Track \$150,000
 - Rocklin High School 2018 – 2020: Field \$850,000 Track \$150,000
- * Funds Can Only Be Used For Facilities and Maintenance Cost

Synthetic Fields and All Weather Tracks Assessment



➤ Next Steps

- Restricted Maintenance Funding
- Select Committee For District Wide Criteria & Standards
- Design Firm Selection
- Request for Proposal (RFP) in January 2016
- Contract Award in Spring 2016
- Project Completion in August 2016
- Whitney High School Summer 2016
- Rocklin High School Continual Monitoring Estimated 3 to 5 Years

PENDING BOARD AGENDA ITEMS

November 2015

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

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

Spelling Bee Winner(s) <i>(Recognition)</i>	Ed Services	April
Annual Review of Master Plan/Nexus Study <i>(Bi-annual—even numbered years)</i>	Facilities	April/May
Developer Fee Update <i>(Bi-annual-even numbered years)</i>	Facilities	April/May
Summer School Principals Approval Contingent on State Funding <i>(include on Certificated Personnel Report)</i> <i>(Consent)</i>	Ed Services	April/May
RUSD Strategic Plan Quarter 3 Update <i>(Information)</i>	Strategic Planning	May
*Facilities-Use Policy/Practice and Schedule of Fees	Facilities	May
Waivers for Special Education Students who Passed Math Portion of the CAHSEE with Modifications <i>(Consent)</i>	Ed Services	May
Provide Retiree Benefit Update <i>(Bi-annual, every other yr)</i>	Business & Operations	May
Present Tentative Budget and Budget Priorities	Business & Operations	May
Classified Layoff <i>(if necessary)</i>	Human Resources	May
Final Board Action Regarding Administrative Reassignments or First Year Prob/Temp Teachers	Human Resources	May
Approve Resolution for Interfund Transfers of Special or Restricted Fund Monies	Business & Operations	May
AFJROTC Color Guard Special Recognition (Student Representative Unit & Cadet Commander)	Superintendent/Staff	May <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.*