

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*



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

- 1.0 **CALL TO ORDER**
- 2.0 **ROLL CALL**
- 3.0 **CLOSED SESSION (6:15 P.M.)** – The Board will adjourn to closed session regarding the following matters.
 - 3.1 *Public Employee Appointment as authorized by Government Code 54957*
Position: 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**
- 6.0 **PLEDGE OF ALLEGIANCE**
- 7.0 **SPECIAL RECOGNITIONS/PRESENTATIONS**
 - 7.1 Patriot Day Art and Essay Contest Recognition – (Karen Huffines)
- 8.0 **AUDIENCE/VISITORS PUBLIC DISCUSSION** – This agenda item is included to give anyone in attendance an opportunity to ask questions or discuss non-agenda items with the Board of Trustees. The Board is not permitted to deliberate or take action on non-agenda items, but may refer the matter to a staff member for follow up. There is a three-minute time limit per person. A complaint about a specific employee of the District shall be made to that employee's immediate supervisor or the principal as required by Administrative Regulation 1312.1.
- 9.0 **COMMENTS FROM STUDENT REPRESENTATIVE**
- 10.0 **COMMENTS FROM BOARD AND SUPERINTENDENT**
- 11.0 **BOARD STUDY ITEM**
 - 11.1 CAASPP, California Assessment of Student Performance and Progress – (Deborah Sigman)
- 12.0 **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.

- 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)
- 13.0 **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.
- 13.1 **APPOINT DEPUTY SUPERINTENDENT EDUCATIONAL SERVICES** – Request to appoint Deputy Superintendent Educational Services. (Matt Murphy)
 - 13.2 **APPOINT CHIEF OF COMMUNICATIONS AND COMMUNITY ENGAGEMENT** – Request to appoint Chief of Communications and Community Engagement. (Matt Murphy)
 - 13.3 **ACCEPT JOINT 2015-16 INITIAL CONTRACT PROPOSAL FROM DISTRICT AND CSEA AND SET PUBLIC HEARING FOR NOVEMBER 18, 2015** – Request to accept District and CSEA joint initial contract proposal for 2015-16 and schedule a Public Hearing for November 18, 2015. (Matt Murphy)
 - 13.4 **APPROVAL OF CERTIFICATED SUBSTITUTE DAILY RATE INCREASE** – Request to approve Certificated Substitute daily rate increase. (Matt Murphy)
 - 13.5 **APPROVE NOMINATION FOR COUNTY COMMITTEE** - Request to approve nomination for County Committee. (Roger Stock)

14.0 INFORMATION AND REPORTS

14.1 **RUSD PROFESSIONAL DEVELOPMENT PLAN** – Presentation of the District’s three year professional development plan. (Karen Huffines and Martin Flowers)

14.2 **CALIFORNIA STATE BUDGET ONE TIME FUNDING FOR EDUCATION REPORT** – Presentation of proposed plans for expenditure of the one time educator effectiveness and mandated cost reimbursement funding. (Barbara Patterson)

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

16.0 **CLOSED SESSION** – The Board will adjourn to closed session 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, Human Resources

17.0 **RECONVENE TO OPEN SESSION**

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

19.0 **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: NOVEMBER 18, 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:

October 16, 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 16th day of October 2015 in Rocklin, California.

Brenda Meadows
Executive Assistant
Rocklin Unified School District

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Patriot Day Art and Essay Contest Recognition

DEPARTMENT: Educational Services

Background:

As part of the 5th Annual Patriot Day celebration held on Saturday, September 12, 2015 to honor "Those Who Serve", the Rocklin Public Safety Volunteers, Inc. invited Rocklin Unified School District schools to participate in Patriotism based Art (Grades K-4) and Essay (Grades 5 – 8) contests.

Status:

In the Category of Art, the 1st place winner was Vienna Jones, 2nd place winner was Natalie Deeble, and the 3rd place winner was Charles Bacchus, 3rd graders from Mrs. Whitney's class at Sunset Ranch Elementary. Breanna Foltz, 3rd grader also from Sunset Ranch Elementary (Mrs. Whitney) was awarded Grand Champion for her art submission.

In the Category of Essay, the 1st place winners were as follows: Garman Xu, 5th grader and Luke Holloway, 6th grader from Mrs. Chesbro's class at Rocklin Elementary; Alexis Vorbeck, 6th grader from Mr. Brown's class at Cobblestone Elementary; Elizabeth Paval, 7th grader and Brynnan Morrow, 8th grader, both from Mrs. Tawls class at Rocklin Independent Charter Academy. The 2nd place winners were Kayden Brunkhorst, 5th grader and Ashton Northam, 6th grader both from Mrs. Escobedo's class at Rocklin Independent Charter Academy, and Pardis Keshavarz, 6th grader from Mr. Brown's class at Cobblestone Elementary. Ivana Erlandsen; 8th grader from Mrs. Seabrook-Rocha's class at Granite Oaks Middle School received the Grand Champion award for her patriotic essay submission.

Presenter(s):

Karen Huffines, Director of Elementary Programs and School Leadership

Financial Impact:

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

Material/Films:

5th Annual Rocklin Patriot Day Flyer/Contest Information

Other People Who Might Present:

Wendy Smith, Crime Prevention Coordinator, Rocklin Police
Jim Brown, Grant Team Leader/Volunteer

Allotment of Time: Special Recognition/Presentation Consent Calendar Action Item

Packet Information Item:

None

Recommendation:

This is an information item only.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: CAASPP, California Assessment of Student Performance and Progress Presentation

DEPARTMENT: Educational Services

Background:

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.

Status:

The purpose of this Board study item is to provide updated information to the Board regarding the California Assessment of Student Performance and Progress (CAASPP) Reports for the 2014/15 school year. The individual student results have been sent to all parents of students that tested in the spring of 2015. Teachers and administrators are reviewing this first year of 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.

Presenter(s):

Deborah Sigman - WestEd, Deputy Director, Assessment & Standards Development Services

Financial Impact:

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

Materials/Films:

Other People Who Might Be Present:

Allotment of Time:

Check one of the following: Board Study Item Consent Calendar Action Item

Packet Information:

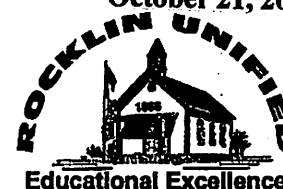
PowerPoint presentation will be provided at the Board meeting.

Recommendation:

Board Study Item only

October 21, 2015

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*

SEPTEMBER 16, 2015
SPECIAL RECOGNITION, EMPLOYEE YEARS OF SERVICE — 4:00 – 5:00 P.M.
REGULAR MEETING MINUTES — 6:30 P.M.

1.0 **CALL TO ORDER**— President Todd Lowell called the regular meeting of the Rocklin Unified School District Board of Trustees to order at 5:00 P.M., September 16, 2015, in the District Administration Office located at 2615 Sierra Meadows Drive, Rocklin, CA, 95677. A quorum was established.

2.0 **ROLL CALL**

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

Student Representative: Luke Zianno, *Rocklin High School*

Administrative Staff: Roger Stock, *Superintendent*; Barbara Patterson, *Deputy Superintendent Business and Operations*; Colleen Slattery, *Assistant Superintendent Human Resources*; Craig Rouse, *Senior Director Facilities and Operations*; Marty Flowers, *Director Secondary Programs & School Leadership*; Karen Huffines, *Director Elementary Programs & School Leadership*; Tammy Forrest, *Director of Special Education and Support Programs*; Mike Fury, *Chief Technology Officer*; Jill Meshwert, *Assistant Principal, Rocklin High School*; Brenda Meadows, *Recorder*.

3.0 **CLOSED SESSION (5:00 P.M.)** – The Board adjourned from 5:00 to 6:15 p.m. to closed session regarding the following matters.

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

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

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

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

3.4 *Public Employee Performance Evaluation* as authorized by Government Code 54957 (Position: Superintendent).

4.0 **RECONVENE TO OPEN SESSION**

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

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

- 7.0 **AUDIENCE/VISITORS PUBLIC DISCUSSION** – Todd Lowell welcomed all visitors and invited them to speak on agenda items at the conclusion of the Board’s discussion. He also invited visitors to speak at this time regarding non-agenda items, noting a three minute time limit per person. The following comments regarding non-agenda items were noted:
- No public comment was made regarding non-agenda items.
- 8.0 **COMMENTS FROM STUDENT REPRESENTATIVE** – Student Representative Luke Zianno provided a report on events happening at Rocklin High School.
- 9.0 **COMMENTS FROM BOARD AND SUPERINTENDENT** – Wendy Lang shared that she attended the Quarry Bowl, hosted at Whitney High School (WHS), and that it was great to see the two high schools come together in unity and with a healthy rivalry. Lang thanked the WHS staff for the great job they did in coordinating the event. Greg Daley stated that he enjoyed attending the Employee Years of Service Recognition event held earlier in the evening, and thanked all who were recognized for their dedicated service to the District. Susan Halldin welcomed new student representative Luke Zianno and stated that she too attended the Quarry Bowl last week. Halldin shared that she has been visiting school sites in the District and is happy to see the excellent work going on at elementary schools with the new Bridges curriculum. Todd Lowell thanked Craig Rouse, Sr. Director of Facilities and Operations, for the great job he and the facilities team did preparing for this year’s Quarry Bowl. Lowell also welcomed Luke Zianno and thanked him in advance for his valuable contribution and insight as a student representative to the Board. Roger Stock thanked WHS for hosting the Quarry Bowl and shared that the District recently completed its first Special Education Parent Forum. The next Special Education Parent Forum will be held on Nov 4. Stock also stated that Antelope Creek Elementary School recently completed its first Strategic Planning Event on September 14/15 and Rocklin Elementary School will hold theirs later in the week on September 16/17.
- 10.0 **ACTION ITEMS - CONSENT CALENDAR**
- 10.1 **APPROVE BOARD MINUTES** – Request to approve Board minutes.
10.1.1 September 2, 2015
- 10.2 **APPROVE CERTIFICATED PERSONNEL REPORT** – Request to approve personnel items included on the Certificated Personnel Report. (Colleen Slattery)
- 10.3 **APPROVE CLASSIFIED PERSONNEL REPORT** – Request to approve personnel items included on the Classified Personnel Report. (Colleen Slattery)
- 10.4 **APPROVE BRANDMAN UNIVERSITY SUPERVISED FIELDWORK AGREEMENT** – Request to approve Brandman University Supervised Fieldwork Agreement. (Colleen Slattery)
- 10.5 **APPROVE OVERNIGHT FIELD TRIP(S)** – Request to approve the following overnight field trips. (Karen Huffines and Marty Flowers).
- 10.5.1 Rocklin Elementary, Grade 6 students to attend overnight field trip to Sly Park Environmental Science Camp in Pollock Pines, CA (October 26, 2015 – October 30, 2015).
- 10.5.2 Sunset Ranch Elementary, Grade 5 students to attend overnight field trip to Age of Sail in San Francisco, CA (four classes will each attend a one night trip: October 1 / 2 , October 15/16, November 5/6, November 30/December 1, 2015).

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

11.0 ACTION ITEMS – REGULAR AGENDA

- 11.1 APPROVE 2014-15 UNAUDITED ACTUAL FINANCIAL STATEMENTS** – Barbara Patterson, Deputy Superintendent Business and Operations, provided an updated and requested Board approval of the 2014-15 Unaudited Actual Financial Statements Report. Patterson introduced Lauren Thoman as the new Director of Fiscal Services and Purchasing. Thoman joins the District with experience as a School District Principal Accounting Supervisor and brings with her a wealth of experience serving as a Manager Audit Accountant, Senior Staff Audit Accountant, and Staff Audit Accountant.

Following this, a **MOTION** was made by Greg Daley and seconded by Susan Halldin to approve the 2014-15 Unaudited Actual Financial Statements. Motion passed unanimously.

Comments: Greg Daley thanked Barbara Patterson and the business team for all their hard work and ability to skillfully balance such a large budget so effectively and accurately predict the reserve level each year.

- 11.2 RESOLUTION 15-16-09 ESTABLISHING APPROPRIATION LIMITATION (GANN LIMIT)** – Barbara Patterson, Deputy Superintendent Business and Operations, requested Board approval of Resolution 15-16-09, establishing appropriation limitation for 2015-16

Following this, a **MOTION** was made by Wendy Lang and seconded by Greg Daley to approve Resolution 15-16-09 establishing appropriation limitation (GANN Limit). Motion passed by the following roll call vote: Student Representative – aye, Lang – aye, Daley – aye, Maben – aye, Halldin – aye, Lowell – aye.

- 11.3 HOLD PUBLIC HEARING AND APPROVE RESOLUTION 15-16-08 RESOLUTION AFFIRMING SUFFICIENT TEXTBOOKS AND INSTRUCTIONAL MATERIALS FOR 2015-16** – Karen Huffines, Director of Elementary Programs and School Leadership, provided information on Resolution 15-16-08, affirming sufficient textbooks and instructional materials for 2015-16.

A public hearing was held regarding Resolution 15-16-08, affirming sufficient textbooks and instructional materials for 2015-16. Hearing no comments from the public, President Lowell closed the public hearing.

Following this, a **MOTION** was made by Camille Maben and seconded by Susan Halldin to approve Resolution 15-16-08 affirming sufficient textbooks and instructional materials for 2015-16. Motion passed by the following roll call vote: Student Representative – aye, Lang – aye, Daley – aye, Maben – aye, Halldin – aye, Lowell – aye.

- 11.4 APPROVE BOARD POLICY (BP) AND EXHIBIT (E)** - Martin Flowers, Director Secondary Programs and School Leadership, provided an updated and requested approval of a revision to Board Policy 5145.11 and Exhibit 5145.11, on Questioning and Apprehension by Law Enforcement.

11.4.1 BP 5145.11 Questioning and Apprehension by Law Enforcement – Revised

11.4.2 E 5145.11 Questioning and Apprehension by Law Enforcement – Revised

A **MOTION** was made by Wendy Lang and seconded by Greg Daley to approve revision(s) to Board Policy (BP) 5145.11 and Exhibit (E) 5145.11 on Questioning and Apprehension by Law Enforcement. Motion passed unanimously.

Comments: Wendy Lang thanked the Rocklin Police department for their important partnership and guidance in providing the best safety services possible to students and staff at schools.

12.0 **INFORMATION AND REPORTS**

12.1 **ROCKLIN UNIFIED SCHOOL DISTRICT (RUSD) EMERGENCY RESPONSE GUIDE**
 – Karen Huffines, Director of Secondary Programs and School Leadership, and Martin Flowers, Director of Secondary Programs and School Leadership, thanked the Rocklin Police Department and the Rocklin Fire Department for their partnership in completing and refining the RUSD Emergency Response Guide. It was stated that the Emergency Response Guide Plan will be incorporated into District and Site School Safety Plans, which will come to the Board of Trustees for approval in Spring 2016. Report to the Board included the following highlights:

- Establishing consistent emergency response procedures
- Clear protocols for disaster response
- Consistent response terminology
- Clear assignments and duties for key personnel
- Aligned logistics and planning
- Continued collaborative partnership between Rocklin Unified School District, Rocklin Fire Department and Rocklin Police Department
- Trust building
- Promoting effective communication
- Safety of our students and students during emergencies

Comments: Susan Halldin asked how high school students are being communicated with in the case of an emergency and/or school lock down, especially for students that come and go to accommodate a flexible class schedule. Flowers stated that one way students are currently receiving communications is through a phone application, like the one that Whitney High school is using. Students are also communicated through email and phone text messages. The District is currently working on clear protocols for this process. Todd Lowell stated that student safety is the District's first priority and thanked both the Fire Department and Police Department for their partnership and strong relationship in providing outstanding safety to students and staff. Lang shared that it is assuring to know that the District has organizations like the Police and Fire Departments that are trained and ready to assist in any emergency.

Comments: Fire Department Interim Chief, Kurt Snyder, thanked the Board of Trustees and the RUSD staff and safety committee for their willingness to implement the Emergency Response Guide plans so enthusiastically and their willingness to see the plan through. Tiffany Pelkey stated that as the District defines the best ways to communicate in an emergency, that they keep in mind the value that grounds keepers can provide in emergency situations, as they often experience situations first hand and have valuable information to share in an emergency.

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

Comments: Todd Lowell stated that prior to the board meeting this evening, the District held its annual Employee Years of Service Recognition Event, and thanked those in the audience that were part of that recognition for their years of service.

14.0 **CLOSED SESSION** – Closed session was cancelled.

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

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

14.3 *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

- 14.4 *Public Employee Performance Evaluation* as authorized by Government Code 54957 (Position: Superintendent).
- 15.0 **RECONVENE TO OPEN SESSION**
- 16.0 **REPORT OF ACTION TAKEN IN CLOSED SESSION** – Closed Session was cancelled therefore no action was taken.
- 17.0 **ADJOURNMENT**– President Lowell adjourned the meeting at 7:10 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, September 16, 2015

NAME	AFFILIATION <i>(site name/position, parent, community organization, etc.)</i>	CONTACT INFORMATION <i>(email and/or phone)</i>
Tiffany Pelkey	CSEA - MO	
Nicole Briscoe	parent	
Erin Ellsworth	parent	
Jill Meshwert	RHS	

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

CERTIFICATED/MANAGEMENT PERSONNEL REPORT

CHANGE IN ASSIGNMENT/CLASSIFICATION 2015-16:

1. Jessica Gilmore, Program Specialist II, Special Education, District Office, effective date TBD

CLASSIFIED PERSONNEL REPORT

RESIGNATIONS/RETIREMENT:

1. Rhonda Martinez, Counseling Secretary, Rocklin High School, 10/2/15
2. LilyFaye Morris, Health Aide, Spring View Middle School, 10/6/15
3. Stephanie Kinne Sparrow, Health Aide/Instructional Aide, Cobblestone, 9/30/15
4. Carrie Creger, Library Aide, Sierra Elementary School, 7/30/15
5. Sherri Gregory, Counseling Secretary, Whitney High School, 10/13/15
6. Kristi Miller, Special Ed Instructional Aide I, Twin Oaks Elementary, 10/30/15
7. Sierra Hoffman, Special Ed Instructional Aide II, Antelope Creek Elementary, 9/29/15

LEAVE OF ABSENCE:

8. Marilyn Brown, Instructional Aide – ELL, Rocklin High School, 10/2/15—10/14/15
9. Julianne Noel, LVN, District-wide, 9/21/15—9/25/15
10. Lacie Wallace, Special Ed Instructional Aide, Rocklin High School, 10/22/15
11. Kristine Adams, Special Ed Instructional Aide, Rocklin High, half-time, 10/14/15-12/18/15

NEW HIRES FOR 2015-16:

12. Elisse Ahern, Instructional Aide, Granite Oaks Middle School, 9/8/15
13. Meredith Hodgson, Special Ed Instructional Aide I/Instructional Aide, Granite Oaks, 9/9/15
14. Chareen Lauritzen, School Clerk/Counseling Secretary, Whitney High School, 9/21/15
15. Stephanie Loureiro, Special Ed Instructional Aide II, Sunset Ranch Elementary, 9/11/15
16. Ashlie Snider, Special Ed Instructional Aide II, Rocklin High School, 9/15/15
17. Deanne Wales, Instructional Aide, Rocklin Elementary School, 9/16/15
18. Janice Carpenter, Instructional Aide, Sierra Elementary School, 9/16/15
19. Allison Barrett, Instructional Aide, Sierra Elementary School, 9/16/15
20. Rose Harris Bender, Special Ed Instructional Aide II, Antelope Creek, 9/10/15

**ROCKLIN UNIFIED SCHOOL DISTRICT
HUMAN RESOURCES**

21. Dawn Gore, Instructional Aide – P.E., Valley View Elementary, 9/15/15
22. Crystal Props, Instructional Aide, Breen Elementary School, 9/21/15
23. Daniel Patterson, Computer Center Tech, Valley View Elementary, 9/21/15
24. Rosa Blancarte-Nettle, Instructional Aide – ELL I, Rocklin High School, 9/21/15
25. Cindy Serrano, Instructional Aide – ELL I, Rock Creek/Ruhkala/Breen, 9/21/15
26. Giuliana Hoolehan, Special Ed Instructional Aide II, Spring View Middle School, 9/25/15
27. Darlene Davis, Principal's Secretary, Rocklin Elementary School, 9/28/15
28. Pauline Frank, Library Aide, Sunset Ranch Elementary School, 9/29/15
29. Nancy Long, Special Ed Instructional Aide I, Maria Montessori, 9/29/15
30. Fabiola Ceballos, Nutrition Services Worker I, Rocklin High School, 9/28/15
31. Jeremy Dowd, Discipline Tech, Rocklin High School, 10/5/15
32. Charisse Savant, Nutrition Services Worker I, Sierra Elementary, 10/6/15
33. Laurie From, Nutrition Services Worker I, Valley View Elementary, 10/6/15
34. Carmen Colhour, Nutrition Services Worker I, Whitney High, 10/8/15
35. Jamie Sullivan, Special Ed Instructional Aide II, Rock Creek Elementary, 10/13/15
36. Lindsay Carrier, Special Ed Instructional Aide II, Twin Oaks Elementary, 10/13/15

RECLASSIFICATIONS/CHANGE IN HOURS:

37. Helen Olafsen, Instructional Aide, Cobblestone Elementary, Resigning hours, 8/18/15
38. Helen Olafsen, Computer Center Tech, Cobblestone Elementary, Increase in hours, 8/18/15
39. Julie Robbins, Special Ed Instructional Aide II, Increase in hours, 9/8/15
40. Dianna Romeri, Ed Services Clerk, District Office, 9/28/15
41. Alicia Boyd, Computer Center Tech, Sunset Ranch, Increase in hours, 8/26/15
42. Heidi Dozier, Computer Center Tech, Parker Whitney Elementary, 9/18/15
43. Jennifer Fessenden, Library Aide, Antelope Creek Elementary, Increase in hours, 8/26/15
44. Connie McElhany, Instructional Aide, Antelope Creek Elementary, 9/8/15
45. Andrea Barker, Instructional Aide, Ruhkala Elementary, Reduction in hours, 8/26/15

**ROCKLIN UNIFIED SCHOOL DISTRICT
HUMAN RESOURCES**

46. Jennifer Burke, Instructional Aide, Ruhkala Elementary, Increase in hours, 8/26/15
47. Debora Kretzmer, Instructional Aide, Sierra Elementary, add Crossing, 9/15/15
48. Monica Ibarra-Robbins, Special Ed Instructional Aide II, Breen Elementary, 10/16/15
49. Karen Long, Nutrition Services Worker I, Nutrition Services, Increase in hours, 9/28/15
50. Beth Meurer, Instructional Aide – P.E., Antelope Creek, Increase in hours, 10/5/15
51. Nancy Spooner, Instructional Aide, Sierra Elementary, Increase in hours, 8/26/15
52. Lisa Cadoret Lewis, Instructional Aide, Sunset Ranch, Increase in hours, 8/26/15
53. Rebecca Cavarra, Instructional Aide, Sunset Ranch, Decrease in hours, 8/26/15
54. Dionne Ching, Instructional Aide, Sunset Ranch, Decrease in hours, 8/26/15
55. Christine Gillis, Instructional Aide, Sunset Ranch, Increase in hours, 8/26/15
56. Bridget Green, Instructional Aide, Sunset Ranch, Decrease in hours, 8/26/15
57. Alexandria Hetrick, Instructional Aide, Sunset Ranch, Increase in hours, 8/26/15
58. Jennifer Lindsay, Instructional Aide, Sunset Ranch, Increase in hours, 8/26/15
59. Amy Miller, Instructional Aide, Sunset Ranch, Increase in hours, 8/26/15
60. Ami Moore, Instructional Aide, Sunset Ranch, Increase in hours, 8/26/15
61. Michelle Winter, Instructional Aide, Sunset Ranch, Decrease in hours, 8/26/15
62. Linda Follis, Counseling Secretary, Rocklin High School, 10/5/15
63. Stephanie Segre McCall, Instructional Aide, Spring View Middle School, 8/26/15
64. Melinda McIntyre, Library Aide, Twin Oaks Elementary, Increase in hours, 8/18/15
65. Robin Sparks, Instructional Aide, Antelope Creek, Increase in hours, 8/26/15
66. Tanya Patton, Instructional Aide, Antelope Creek, Increase in hours, 8/26/15
67. Mike Booth, Bus Driver, Transportation, Decrease in hours, 10/6/15
68. Mariah Breckenridge, Bus Driver, Transportation, Decrease in hours, 10/6/15
69. Sharon Cree, Bus Driver, Transportation, Increase in hours, 10/6/15
70. Keith Dias, Bus Driver, Transportation, Increase in hours, 10/6/15
71. David Farley, Bus Driver, Transportation, Decrease in hours, 10/6/15

**ROCKLIN UNIFIED SCHOOL DISTRICT
HUMAN RESOURCES**

- 72. Barbara Holbrook, Bus Driver, Transportation, Increase in hours, 10/6/15
- 73. David Maestas, Bus Driver, Transportation, Decrease in hours, 10/6/15
- 74. Al Nord, Bus Driver, Transportation, Decrease in hours, 10/6/15
- 75. Bill Skaar, Bus Driver, Transportation, Increase in hours, 10/6/15
- 76. Donna Stricklin, Bus Driver, Transportation, Increase in hours, 10/6/15
- 77. Antonio Martinez, Groundskeeper I, Maintenance & Operations, 10/12/15

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: \$23,264.25
Future years:
Funding source: Local sources

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

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

Packet Information:

List of donations

Recommendation:

Staff recommends accepting donations.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Quarterly Report on Williams Uniform Complaints

DEPARTMENT: Educational Services

Background:

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

Status:

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

Presenter(s):

Martin Flowers, Director of Secondary Programs and School Leadership, Educational Services
Karen Huffines, Director of Elementary Programs and School Leadership, Educational Services

Financial Impact: NA

Current year: NA

Future years: NA

Funding source: NA

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

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

Packet Information:

Copy of Quarterly Report on Williams Uniform Complaints.

Recommendation:

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

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

District: Rocklin Unified

Person completing this form: Leta Momet

Title: Administrative Assistant

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


Date quarterly report was or will be reported publicly at a regularly scheduled board meeting: 10/21/15

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

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

Roger Stock

Print Name of District Superintendent


Signature of District Superintendent

10/9/2015
Date

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approval of Resolution No. 15-16-10 – State Building Funds Application

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

Background:

The Granite Oaks Middle School Project has received DSA approval. The timeline for submitting the funding reimbursement application is one year after receiving DSA project approval. The governing board has eligibility to apply for new construction and/or modernization project state funding under the Leroy F. Green School Facilities Act of 1998 (Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et seq., of the Education Code) for the Granite Oaks Middle School new construction project, OPSC Application #50/75085-00-013, PTN – 75085-041.

Status:

The project is in the construction phase and School Works has completed the required new construction funding reimbursement application.

Presenter:

Craig Rouse, Senior Director, Facilities, Maintenance & Operations

Financial Impact:

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

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

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

Packet Information:

Resolution No. 15-16-10 – State Building Funds Application

Recommendation:

Staff recommends Board approval of Resolution No. 15-16-10 – State Building Funds Application.

RESOLUTION NO. 15-16-10

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

In the Matter of: RESOLUTION FOR
STATE BUILDING FUNDS APPLICATION

The following RESOLUTION was duly adopted by the Board of Trustees of the Rocklin Unified School District at a regular meeting held on the 21st day of October, 2015, by the following vote on roll call:

AYES:

NOES:

ABSENT:

Signed and approved by me after its passage.

President, Board of Trustees

ATTEST:

Clerk, Board of Trustees

.....
.....
WHEREAS, the Governing Board has eligibility for new construction and/or modernization projects and desires to apply for state funding under the Leroy F. Greene School Facilities Act of 1998 (Chap. 12.5, Part 10, Div. 1, commencing with Section 17070.10, et seq., of the Education Code) for the following projects

1. Granite Oaks Middle School New Construction Project, OPSC Application #50/75085-00-013, PTN – 75085-041

; And

WHEREAS, the Governing Board has decided to apply to the State School Building Program for State funds; and

WHEREAS, the Governing Board has reviewed the application for submittal to the Office of Public School Construction;

NOW, THEREFORE, BE IT RESOLVED by the Governing Board, as follows:

1. That the statements set forth in the application and supporting documents are true and correct to the best of our knowledge and belief;

2. That Roger Stock, Superintendent, is hereby designated as District Representative of the District and is hereby authorized and directed to file, on behalf of the District, such applications with the State Allocation Board;
3. That the District agrees to pay its match of the total costs of the project, unless the District qualifies for financial hardship funding, of which the District may only have to pay a portion or none of its share;
4. That the District certifies that the exact plans and specifications (P & S) for the project will be approved by DSA and CDE prior to requesting final apportionment;
5. The school board acknowledges that the remaining School Facility Program bond authority is currently exhausted for the funds being requested on this application;
6. The school board acknowledges that the State of California is not expected nor obligated to provide funding for the project and the acceptance of the application does not provide a guarantee of future State funding;
7. The school board acknowledges that any potential future State bond measures for the School Facility Program may not provide funds for the application being submitted;
8. The school board acknowledges that criteria (including, but not limited to, funding, qualifications, and eligibility) under a future State school facilities program may be substantially different than the current School Facility Program. The district's Approved Application may be returned;
9. The school board acknowledges that they are electing to commence any pre-construction or construction activities at the district's discretion and that the State is not responsible for any pre-construction or construction activities;

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approval of Non-Public School and Non-Public Agency Individual Service Agreement
Summary of Costs for the 2015-16 School Year

DEPARTMENT: Educational Services

Background:

This summary reflects the projected non-public school and agency costs for the 2015-16 school year.

Status:

Each year, 7-10 Rocklin Unified students require non-public school services. In addition, the district contracts for Physical Therapy, OT, Speech and Language, Nursing and Behaviorist staffing as needed. The district contracts for interpreter services for IEP meetings and daily classroom and school related activities for one student and also as needed for parents at school meetings and activities. The hearing van is contracted for mandated student hearing screenings and a local O.D. for vision screenings. The district contracts for the cost of CPR license certifications. Also a few services are contracted as per settlement agreements.

Presenter(s):

Tammy Forrest, Director of Special Education and Support Services

Financial Impact:

Current year: \$850,019.00
Future years: N/A
Funding source: Special Education and unrestricted funding

Materials/Films:

A copy of the non-public school and agency Individual Service Agreement summary of costs for the 2015-16 school year is attached.

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 non-public school and agency Individual Service Agreement summary of costs for the 2015-16 school year is attached.

Recommendation:

Staff recommends approval of the non-public school and agency Individual Service Agreement costs for the 2015-16 school year.

**Rocklin Unified School District
Special Education Department**

Non-Public School and Agency Individual Service Agreements for the 2015-16 School Year

Summary

1. **Placer Learning Center** estimated
Current Year Cost: **\$337,245.00**
Future Cost: Unknown at this time
Funding Source: Special Education and unrestricted funding
Additional Info: This is a continuation of nine non-public school placements for special needs students.

2. **CDI Preschool** estimated
Current Year Cost: **\$46,000.00**
Future Cost: Unknown at this time
Funding Source: Special Education and unrestricted funding
Additional Info: This is new non-public contract for special needs preschool students.

3. **Class Act Interpreters** estimated
Current Year Cost: **\$85,000.00**
Future Cost: Unknown at this time
Funding Source: Special Education and unrestricted funding
Additional Info: Continuation of sign language interpreter services for one special needs student including after school activities. Also includes services for parents and students at school activities (open house, parent conferences, IEP meetings, etc.)

4. **Maxim Staffing Solutions** estimated
Current Year Cost: **\$67,995.00**
Future Cost: Unknown at this time
Funding Source: Special Education and unrestricted funding
Additional Info: Contract for nursing services for special needs students

5. **School Steps, Inc** estimated
Current Year Cost: **\$61,560.00**
Future Cost: Unknown at this time
Funding Source: Special Education and unrestricted funding
Additional Info: Contract for OT and behavior services for special needs students

6. **Shining Star Children's Therapy** estimated
Current Year Cost: **\$80,024.00**
Future Cost: Unknown at this time
Funding Source: Special Education and unrestricted funding
Additional Info: Contract for physical therapy services for special needs students

7. **Speech Pathology Group** estimated
 Current Year Cost: **\$115,200.00**
 Future Cost: Unknown at this time
 Funding Source: Special Education and unrestricted funding
 Additional Info: Contract for Speech and Language Services

8. **American Red Cross** estimated
 Current Year Cost: **\$6,500.00**
 Future Cost: Unknown at this time
 Funding Source: Special Education and unrestricted funding
 Additional Info: Contract for CPR/First Aid supplies and certificates

9. **Center for Hearing Health** estimated
 Current Year Cost: **\$11,200.00**
 Future Cost: Unknown at this time
 Funding Source: Special Education and unrestricted funding
 Additional Info: Contract for hearing van services for mandated student hearing screening

10. **Dr. Robert A. Hoffman, O.D.** estimated
 Current Year Cost: **\$10,795.00**
 Future Cost: Unknown at this time
 Funding Source: Special Education and unrestricted funding
 Additional Info: Contract for mandated student vision screening

11. **Danielle Shahan (Apraxia/Speech Specialist)** estimated
 Current Year Cost: **\$10,000.00**
 Future Cost: Unknown at this time
 Funding Source: Special Education and unrestricted funding
 Additional Info: Contract for IEE specialist per settlement agreement

12. **Elaine Talley (IEP Facilitator)** estimated
 Current Year Cost: **\$10,000.00**
 Future Cost: Unknown at this time
 Funding Source: Special Education and unrestricted funding
 Additional Info: Contract for IEP facilitator

13. **Nettie Fischer (AT Specialist)** estimated
 Current Year Cost: **\$4,500.00**
 Future Cost: Unknown at this time
 Funding Source: Special Education and unrestricted funding
 Additional Info: Contract for IEE specialist per settlement agreement

14. **Sonja Biggs (Teacher of the Blind)** estimated
 Current Year Cost: **\$4,000.00**
 Future Cost: Unknown at this time
 Funding Source: Special Education and unrestricted funding
 Additional Info: Contract for IEE specialist per settlement agreement

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approval of Memorandum of Understanding (MOU) for Special Education Aide

DEPARTMENT: Educational Services

Background:

Nine students attend Rocklin Unified's 18-22 Transition Program from Western Placer School District. These students have special education needs that Western Placer cannot accommodate. Since Rocklin has accepted these students via MOUs, Western Placer has agreed to pay for a 3.17 hour (3.9625 FTE) Level II special education instructional aide to assist with the extra students in the Transition program.

Status:

One 3.17 hour (3.9625 FTE) Level II special education instructional aide to assist nine students on MOUs from Western Placer Unified School District attending Rocklin Unified's 18-22 Transition Program.

Presenter(s):

Tammy Forrest, Director of Special Education and Support Services

Financial Impact:

Current year (revenue): \$13,290.00
Future years: N/A
Funding source: District of residence

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:

Executed MOU from Western Placer

Recommendation:

Approval of Memorandum of Understanding (MOU) for Special Education Aide.

MEMORANDUM OF UNDERSTANDING

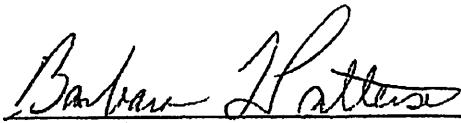
**Between the
Rocklin Unified School District
and
Western Placer Unified School District**

This is a Memorandum of Understanding (MOU) regarding the placement of 9 students in a Special Day Class (SDC) with focus on independent living skills at District Transition class. Services currently included are those provided by the SDC teacher and support staff.

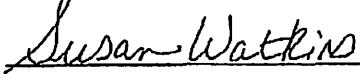
The Rocklin Unified School District agrees to provide these services in accordance with administrative guidelines provided in the Placer County SELPA Local Plan Policy #111 and as described in the attached agreement.

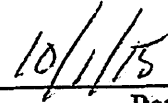
The receiving LEA will notify the sending LEA if the student is absent for a total of ten (10) days during a three-month period of time. The receiving LEA district will notify the sending LEA district when a student has accumulated five (5) days of suspension.

The Rocklin Unified School District will invoice the Western Placer Unified School District for excess costs based on the actual program costs, per pupil, and all costs of individualized services specific to 3.17 hour Aide II (e.g., one-to-one aides, behavior support, etc.). The invoice will be provided by June 30, 2016. The excess cost is estimated to be \$13,290.00.

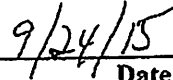


Barbara Patterson, Deputy Superintendent/Business
Rocklin Unified School District





Date



Date

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approval of Twelve Special Education Memorandums of Understanding (MOUs)

DEPARTMENT: Educational Services

Background:

Twelve students attend Rocklin Unified School District programs from other resident districts. These students have significant special education needs that other districts in our Special Education Local Plan Area (SELPA) cannot accommodate. Rocklin has accepted these students via MOUs with excess cost calculations.

Status:

Students on MOUs within our special education programs include: nine students from Western Placer Unified School District that attend Rocklin Unified's 18-22 Transition Program; one student from Western Placer Unified School District attending the Independent Living Skills (ILS) program at Rocklin High School; one student from Placer Union High School District attending the Severely Multiply Disabled (SMD) program at Rocklin High School; and one student from Loomis Union School District attending the Severely Handicapped Autism program at Sierra Elementary School.

Presenter(s):

Tammy Forrest, Director of Special Education and Support Services

Financial Impact:

Current year (revenue): ADA for 12 students plus approximately \$105,751.00 in excess cost reimbursement from districts of residence (DOR)

Future years: N/A

Funding source: DOR

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:

Executed MOUs and table showing details of number of students, districts of residence and related costs

Recommendation:

Staff recommends approval of twelve Special Education Memorandums of Understanding (MOUs).

2015-16 MOU Excess Cost Estimate

<u>Number of Students</u>	<u>District of Residence</u>	<u>Estimated Costs</u>
1	Loomis Union School District	\$ 5,547.00
1	Placer Union High School District	\$ 69,964.00
1	Western Placer School District	\$ 30,240.00
9	Western Placer School District	\$ -
	Total	\$ 105,751.00

MEMORANDUM OF UNDERSTANDING

**Between the
Rocklin Unified School District
and
Loomis Union School District**

This is a Memorandum of Understanding (MOU) regarding the placement of _____
in a Special Day Class (SDC) with focus on behavioral/emotional needs at Sierra Elementary
Services currently included are those provided by the SDC teacher and support staff.

The Rocklin Unified School District agrees to provide these services in accordance with
administrative guidelines provided in the Placer County SELPA Local Plan Policy #111 and as
described in the attached agreement.

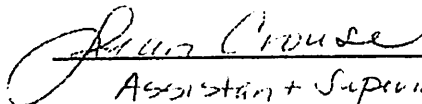
The receiving LEA will notify the sending LEA if the student is absent for a total of ten (10) days
during a three-month period of time. The receiving LEA district will notify the sending LEA district
when a student has accumulated five (5) days of suspension.

The Rocklin Unified School District will invoice the Loomis Union School District
for excess costs based on the actual program costs, per pupil, and all costs of individualized services
specific to _____ (e.g., one-to-one aides, behavior support, etc.). The invoice will
be provided by June 30, 2016. The excess cost is estimated to be \$5,547.00.



**Barbara Patterson, Deputy Superintendent/Business
Rocklin Unified School District**

9/3/15
Date



**Assistant Superintendent +
Educational Services
Loomis Union School District**

9.2.2015
Date

MEMORANDUM OF UNDERSTANDING

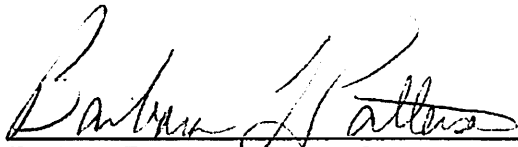
**Between the
Rocklin Unified School District
and
Placer Union High School District**

This is a Memorandum of Understanding (MOU) regarding the placement of _____
in a Special Day Class (SDC) with focus on independent living skills at Rocklin High School
Services currently included are those provided by the SDC teacher and support staff.

The Rocklin Unified School District agrees to provide these services in accordance with
administrative guidelines provided in the Placer County SELPA Local Plan Policy #111 and as
described in the attached agreement.

The receiving LEA will notify the sending LEA if the student is absent for a total of ten (10) days
during a three-month period of time. The receiving LEA district will notify the sending LEA district
when a student has accumulated five (5) days of suspension.

The Rocklin Unified School District will invoice the Placer Union High School District
for excess costs based on the actual program costs, per pupil, and all costs of individualized services
specific to _____ (e.g., one-to-one aides, behavior support, etc.). The invoice will
be provided by June 30, 2016. The excess cost is estimated to be \$69,964.00.



Barbara Patterson, Deputy Superintendent/Business
Rocklin Unified School District

10/1/15

Date



9/24/15

Date

MEMORANDUM OF UNDERSTANDING


Between the
Rocklin Unified School District
and
Western Placer Unified School District

This is a Memorandum of Understanding (MOU) regarding the placement of _____
in a Special Day Class (SDC) with focus on independent living skills at Rocklin High School.
Services currently included are those provided by the SDC teacher and support staff.

The Rocklin Unified School District agrees to provide these services in accordance with
administrative guidelines provided in the Placer County SELPA Local Plan Policy #111 and as
described in the attached agreement.

The receiving LEA will notify the sending LEA if the student is absent for a total of ten (10) days
during a three-month period of time. The receiving LEA district will notify the sending LEA district
when a student has accumulated five (5) days of suspension.

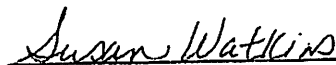
The Rocklin Unified School District will invoice the Western Placer Unified School District
for excess costs based on the actual program costs, per pupil, and all costs of individualized services
specific to _____ (e.g., one-to-one aides, behavior support, etc.). The invoice will
be provided by June 30, 2016. The excess cost is estimated to be \$30,240.00.



Barbara Patterson, Deputy Superintendent/Business
Rocklin Unified School District

10/1/15

Date



Susan Watkins

9-24-15

Date

MEMORANDUM OF UNDERSTANDING

Between the
Rocklin Unified School District
and
Western Placer Unified School District

This is a Memorandum of Understanding (MOU) regarding the placement of _____
in a Special Day Class (SDC) with focus on independent living skills at District Transition class.
Services currently included are those provided by the SDC teacher and support staff.

The Rocklin Unified School District agrees to provide these services in accordance with
administrative guidelines provided in the Placer County SELPA Local Plan Policy #111 and as
described in the attached agreement.

The receiving LEA will notify the sending LEA if the student is absent for a total of ten (10) days
during a three-month period of time. The receiving LEA district will notify the sending LEA district
when a student has accumulated five (5) days of suspension.

The Rocklin Unified School District will invoice the Western Placer Unified School District
for excess costs based on the actual program costs, per pupil, and all costs of individualized services
specific to _____ (e.g., one-to-one aides, behavior support, etc.). The invoice will
be provided by June 30, 2016. The excess cost is estimated to be none.

Barbara Patterson
Barbara Patterson, Deputy Superintendent/Business
Rocklin Unified School District

Susan Watkins

10/1/15
Date

9-24-15
Date

MEMORANDUM OF UNDERSTANDING
Between the
Rocklin Unified School District
and
Western Placer Unified School District

This is a Memorandum of Understanding (MOU) regarding the placement of _____ in a Special Day Class (SDC) with focus on independent living skills at District Transition class. Services currently included are those provided by the SDC teacher and support staff.

The Rocklin Unified School District agrees to provide these services in accordance with administrative guidelines provided in the Placer County SELPA Local Plan Policy #111 and as described in the attached agreement.

The receiving LEA will notify the sending LEA if the student is absent for a total of ten (10) days during a three-month period of time. The receiving LEA district will notify the sending LEA district when a student has accumulated five (5) days of suspension.

The Rocklin Unified School District will invoice the Western Placer Unified School District for excess costs based on the actual program costs, per pupil, and all costs of individualized services specific to _____ (e.g., one-to-one aides, behavior support, etc.). The invoice will be provided by June 30, 2016. The excess cost is estimated to be none.

Barbara Patterson
Barbara Patterson, Deputy Superintendent/Business
Rocklin Unified School District

Susan Watkins

10/1/15
Date

9-24-15
Date

MEMORANDUM OF UNDERSTANDING

**Between the
Rocklin Unified School District
and
Western Placer Unified School District**

This is a Memorandum of Understanding (MOU) regarding the placement of _____ in a Special Day Class (SDC) with focus on independent living skills at District Transition class. Services currently included are those provided by the SDC teacher and support staff.

The Rocklin Unified School District agrees to provide these services in accordance with administrative guidelines provided in the Placer County SELPA Local Plan Policy #111 and as described in the attached agreement.

The receiving LEA will notify the sending LEA if the student is absent for a total of ten (10) days during a three-month period of time. The receiving LEA district will notify the sending LEA district when a student has accumulated five (5) days of suspension.

The Rocklin Unified School District will invoice the Western Placer Unified School District for excess costs based on the actual program costs, per pupil, and all costs of individualized services specific to _____ (e.g., one-to-one aides, behavior support, etc.). The invoice will be provided by June 30, 2016. The excess cost is estimated to be none.

Barbara Patterson
Barbara Patterson, Deputy Superintendent/Business
Rocklin Unified School District

10/1/15
Date

Susan Watkins

9/24/15
Date

MEMORANDUM OF UNDERSTANDING

**Between the
Rocklin Unified School District
and
Western Placer Unified School District**

This is a Memorandum of Understanding (MOU) regarding the placement of _____ in a Special Day Class (SDC) with focus on independent living skills at District Transition class. Services currently included are those provided by the SDC teacher and support staff.

The Rocklin Unified School District agrees to provide these services in accordance with administrative guidelines provided in the Placer County SELPA Local Plan Policy #111 and as described in the attached agreement.

The receiving LEA will notify the sending LEA if the student is absent for a total of ten (10) days during a three-month period of time. The receiving LEA district will notify the sending LEA district when a student has accumulated five (5) days of suspension.

The Rocklin Unified School District will invoice the Western Placer Unified School District for excess costs based on the actual program costs, per pupil, and all costs of individualized services specific to _____ (e.g., one-to-one aides, behavior support, etc.). The invoice will be provided by June 30, 2016. The excess cost is estimated to be none.

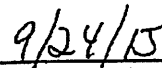


**Barbara Patterson, Deputy Superintendent/Business
Rocklin Unified School District**





Date



Date

MEMORANDUM OF UNDERSTANDING

**Between the
Rocklin Unified School District
and
Western Placer Unified School District**

This is a Memorandum of Understanding (MOU) regarding the placement of _____
in a Special Day Class (SDC) with focus on independent living skills at District Transition class.
Services currently included are those provided by the SDC teacher and support staff.

The Rocklin Unified School District agrees to provide these services in accordance with
administrative guidelines provided in the Placer County SELPA Local Plan Policy #111 and as
described in the attached agreement.

The receiving LEA will notify the sending LEA if the student is absent for a total of ten (10) days
during a three-month period of time. The receiving LEA district will notify the sending LEA district
when a student has accumulated five (5) days of suspension.

The Rocklin Unified School District will invoice the Western Placer Unified School District
for excess costs based on the actual program costs, per pupil, and all costs of individualized services
specific to _____ (e.g., one-to-one aides, behavior support, etc.). The invoice will
be provided by June 30, 2016. The excess cost is estimated to be none.

Barbara Patterson
Barbara Patterson, Deputy Superintendent/Business
Rocklin Unified School District

Susan Watkins

10/1/15
Date

9-24-15
Date

MEMORANDUM OF UNDERSTANDING

**Between the
Rocklin Unified School District
and
Western Placer Unified School District**

This is a Memorandum of Understanding (MOU) regarding the placement of _____ in a Special Day Class (SDC) with focus on Independent living skills at District Transition class. Services currently included are those provided by the SDC teacher and support staff.

The Rocklin Unified School District agrees to provide these services in accordance with administrative guidelines provided in the Placer County SELPA Local Plan Policy #111 and as described in the attached agreement.

The receiving LEA will notify the sending LEA if the student is absent for a total of ten (10) days during a three-month period of time. The receiving LEA district will notify the sending LEA district when a student has accumulated five (5) days of suspension.

The Rocklin Unified School District will invoice the Western Placer Unified School District for excess costs based on the actual program costs, per pupil, and all costs of individualized services specific to _____ (e.g., one-to-one aides, behavior support, etc.). The invoice will be provided by July 30, 2016. The excess cost is estimated to be none.

Barbara Patterson
Barbara Patterson, Deputy Superintendent/Business
Rocklin Unified School District

Susan Watkins

10/1/15
Date

9/24/15
Date

MEMORANDUM OF UNDERSTANDING

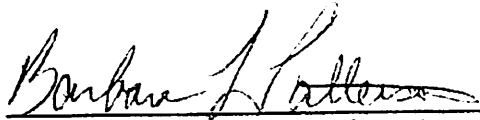
Between the
Rocklin Unified School District
and
Western Placer Unified School District

This is a Memorandum of Understanding (MOU) regarding the placement of _____
in a Special Day Class (SDC) with focus on independent living skills at District Transition class.
Services currently included are those provided by the SDC teacher and support staff.

The Rocklin Unified School District agrees to provide these services in accordance with
administrative guidelines provided in the Placer County SELPA Local Plan Policy #111 and as
described in the attached agreement.

The receiving LEA will notify the sending LEA if the student is absent for a total of ten (10) days
during a three-month period of time. The receiving LEA district will notify the sending LEA district
when a student has accumulated five (5) days of suspension.

The Rocklin Unified School District will invoice the Western Placer Unified School District
for excess costs based on the actual program costs, per pupil, and all costs of individualized services
specific to _____ (e.g., one-to-one aides, behavior support, etc.). The invoice will
be provided by June 30, 2016. The excess cost is estimated to be none.



Barbara Patterson, Deputy Superintendent/Business
Rocklin Unified School District



Date



Susan Watkins



Date

MEMORANDUM OF UNDERSTANDING

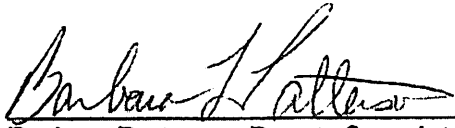
**Between the
Rocklin Unified School District
and
Western Placer Unified School District**

This is a Memorandum of Understanding (MOU) regarding the placement of _____ in a Special Day Class (SDC) with focus on independent living skills at District Transition class. Services currently included are those provided by the SDC teacher and support staff.

The Rocklin Unified School District agrees to provide these services in accordance with administrative guidelines provided in the Placer County SELPA Local Plan Policy #111 and as described in the attached agreement.

The receiving LEA will notify the sending LEA if the student is absent for a total of ten (10) days during a three-month period of time. The receiving LEA district will notify the sending LEA district when a student has accumulated five (5) days of suspension.

The Rocklin Unified School District will invoice the Western Placer Unified School District for excess costs based on the actual program costs, per pupil, and all costs of individualized services specific to _____ (e.g., one-to-one aides, behavior support, etc.). The invoice will be provided by June 30, 2016. The excess cost is estimated to be none.



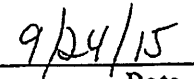
Barbara Patterson, Deputy Superintendent/Business
Rocklin Unified School District



Date



Susan Watkins



Date

MEMORANDUM OF UNDERSTANDING

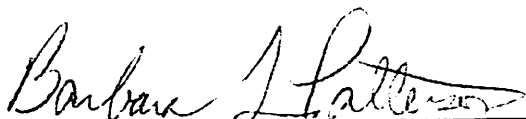
Between the
Rocklin Unified School District
and
Western Placer Unified School District

This is a Memorandum of Understanding (MOU) regarding the placement of _____ in a Special Day Class (SDC) with focus on independent living skills at District Transition class. Services currently included are those provided by the SDC teacher and support staff.

The Rocklin Unified School District agrees to provide these services in accordance with administrative guidelines provided in the Placer County SELPA Local Plan Policy #111 and as described in the attached agreement.

The receiving LEA will notify the sending LEA if the student is absent for a total of ten (10) days during a three-month period of time. The receiving LEA district will notify the sending LEA district when a student has accumulated five (5) days of suspension.

The Rocklin Unified School District will invoice the Western Placer Unified School District for excess costs based on the actual program costs, per pupil, and all costs of individualized services specific to _____ (e.g., one-to-one aides, behavior support, etc.). The invoice will be provided by June 30, 2016. The excess cost is estimated to be none.



Barbara Patterson, Deputy Superintendent/Business
Rocklin Unified School District



Susan Watkins



Date



Date

ROCKLIN UNIFIED SCHOOL DISTRICT
BOARD AGENDA BRIEFING

SUBJECT: Approve Memorandum of Understanding/Student Teacher Agreement with William Jessup University

DEPARTMENT: Office of the Assistant Superintendent, Human Resources

Background:

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

Status:

The agreement between William Jessup University and the District is designed to meet the regulations and standards of the CCTC to provide teaching, assisting and observation experience to students enrolled in the teacher preparation curricula.

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:

William Jessup University Memorandum of Understanding and Agreement.

Recommendation:

Staff recommends approval of the Memorandum of Understanding/Student Teacher Agreement with William Jessup University.

**MEMORANDUM OF UNDERSTANDING
AND AGREEMENT TO PROVIDE STUDENT TEACHING, ASSISTING & OBSERVATION
EXPERIENCES**

This Memorandum of Understanding and Agreement to Provide Student Teaching, Assisting and Observation Experiences ("Agreement"), is entered into this October 21, 2015, by and between the William Jessup University ("University") and the Rocklin Unified School District ("District").

RECITALS

WHEREAS, pursuant to the provisions of the Education Code of the State of California, the governing board of any school district is authorized to enter into agreements with any institution approved by the California Commission on Teacher Credentialing (CCTC) as a teacher education institution to provide teaching experience to students enrolled in the teacher preparation curricula of such institutions; and

WHEREAS, University is approved by the CCTC as a teacher education institution.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, University and District agree as follows:

I. DISTRICT RESPONSIBILITIES

A. District shall provide a student teaching ("Teaching"), Assisting and/or Observation experiences in the schools or classes of District, based on mutual agreement by District and University. Such experiences shall be under the direct supervision, evaluation, and instruction of District and University employees, through their duly authorized representatives. "Teaching" as used in this Agreement means active participation in the duties and functions of classroom teaching under the supervision and instruction of employees of District. These employees will: a) hold valid teaching credentials issued by the CCTC, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools and classes of District; b) be identified as a teacher excellence; c) have at least 5 years of teaching experience.

"Assisting" as used in this Agreement means active participation in specific and targeted functions of classroom teaching under the supervision and instruction of employees of District. These employees will hold valid teaching credentials issued by the CCTC, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools and classes of District.

"Observation" as used in this Agreement means observing multiple and specific grade levels, subjects and programs in the schools and/or classes of District under the supervision and instruction of employees of District. These employees will hold valid teaching credentials issued by the CCTC, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools and classes of District.

B. The assignment of candidates of the University for "Teaching," "Assisting" and/or "Observing" experiences is by mutual agreement of District and University. Such experiences shall be under the direct supervision, evaluation, and instruction of District and University employees, through their duly authorized representatives.

The assignment of a candidate of the University for "Teaching" in the District shall be deemed effective for the purpose of this Agreement as of the date the Student Teaching Plan is reviewed, complete and signed by District and University employee, through their duly authorized representatives.

The assignment of a candidate of the University for "Assisting" in the District shall be deemed effective for the purposes of this Agreement as of the date an Assisting Letter is reviewed and signed by the District, through their duly authorized representatives.

The assignment of a student of the University for "Observing" in the District shall be deemed effective for the purposes of this Agreement as of the date an Observation Letter is reviewed signed by the District, through their duly authorized representatives.

C. District for good cause, may refuse to accept "Teaching", "Assisting", or "Observing" students from University. Additionally, District for good cause, may terminate any student's "Teaching", "Assisting", or "Observing" experience.

II. UNIVERSITY RESPONSIBILITIES

A. University "Teaching" candidates will have an assigned University Supervisor. This Supervisor will meet with District (principal(s) and Cooperating Master Teacher(s)) to review and clarify University's Field Experience Manual including number of observations, starting and ending dates, orientation to Teacher Performance Expectations and Teacher Performance Assessments, and honorarium process.

University "Teaching" candidates will teach in the District, based on mutual agreement by District and University, for a term as agreed to on the Student Teaching Plan. The candidate will be concurrently enrolled in University coursework, which supports their "Teaching" experience.

University "Assisting" candidates will assist in the District, based on mutual agreement by District, for a term as agreed to on the Assisting Letter. The candidate will be concurrently enrolled in University coursework, which supports their "Assisting" experience.

University students will "Observe" in the District, based on mutual agreement by District, for a term as agreed to on the Observation Letter. The student will be concurrently enrolled in University coursework, which supports their "Observing" experience.

B. University "Teaching" candidates will possess valid CCTC Certificates of Clearance and have passed the California Basic Educational Skills Test (CBEST) and passed all California Subject Examinations for Teachers (CSET).

University "Assisting" students will possess valid CCTC Certificates of Clearance and have passed the CBEST.

University "Observing" students will possess valid CCTC Certificates of Clearance.

III. HONORARIUM FOR COOPERATING MASTER TEACHERS (TEACHING) and Content Mentors

In support of a University candidate who is "Teaching", the University will pay the Cooperating Master Teacher and/or a Content Mentor an honorarium for the performance of all services required to be performed by District and University under this Agreement and listed in the Field Experience Manual for Student Teaching. The Cooperating Master Teacher must complete a W-9 and sign an Independent Service Agreement. The honorarium is for serving as full-time Cooperating Master Teacher is four hundred dollars (\$400.00) per student teacher supervision placement completed in a semester within District. The Content Mentor honorarium is three hundred dollars (\$300.00) to support up to four pre-service teachers in one semester. The honorarium is paid within 30 days of the completion of the student teaching supervision experience, providing University has completed W-9, Independent Service Agreement.

If University terminates the assignment of a student to teach in District, the Cooperating Master Teacher shall receive payment of an amount for such student as though there had been no termination of the assignment.

If the District terminates the assignment of a student to teach in District, the Cooperating Master Teacher shall receive a prorated amount based on the number of completed weeks of teaching.

IV. RELEASE

The District grants permission to the University to use the District name without payment in diverse public settings for presentations, publications and web-based/electronic media.

V. INDEMNITY

District and University agree to protect, hold harmless, indemnify and defend each other (including their respective officers, officials, employees, students and volunteers) from any and all liability (including reasonable attorneys

fees) resulting from injury to or death sustained by any person or damage to property of any kind, which is in any way connected with the performance of this Agreement, except that said hold harmless and indemnification shall not be applicable to liability arising from the sole negligence or the sole willful misconduct of District or University.

VI. DISTRICT AND UNIVERSITY INSURANCE

District and University each agree to keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder and such insurance shall include but not be limited to the following:

- Commercial General Liability and Auto Liability with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate, for bodily injury, personal injury and property damage, endorsed to name the other party to this Agreement as additional insured;
 - Medical Professional Liability with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate;
- Workers' Compensation coverage with statutory limits; and
 - Employers Liability coverage with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate.

Each insurance policy required above shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the other party to this Agreement.

District and University, upon request of either party, shall each cause to be issued to the other evidence of such insurance prior to the commencement of this Agreement and annually thereafter.

VII. DISPUTES

In the event that a dispute arises between the parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either party, the parties hereto agree to meet and confer in good faith in an effort to resolve the dispute or issue.

In the event the parties are unable to informally resolve the dispute within thirty (30) days after the dispute has arisen, the parties agree to decide whether to attempt to settle the dispute through arbitration or litigation. In order to send a dispute to arbitration, both parties must agree in writing that arbitration is their chosen method of resolving the dispute in question.

VIII. GENERAL PROVISIONS

- A. **Term of Agreement.** The term of this Agreement shall commence on October 21, 2015 and shall terminate on October 21, 2020.
- B. **Termination.** This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice; provided, however, that any such termination by District shall not be effective as to any student who at the date of mailing of the notice by District was receiving teaching or counseling experience within District until the student has completed his or her assignment, except at the election of University.
- C. **Entire Agreement; Modification.** This Agreement contains all the terms between the parties and may be modified only in writing signed by both parties.
- D. **Applicable Law.** The terms and conditions of this Agreement shall be interpreted in accordance with the laws of the State of California.
- E. **Severability.** In the event any court of competent jurisdiction determines that any paragraph or subparagraph of this Agreement is invalid or unenforceable for any reason, all remaining paragraphs or

subparagraphs shall remain in full force and effect.

F. Confidentiality. Both parties shall protect the confidentiality of each others records and information, and shall not disclose confidential information without the prior written consent of the other party. University agrees to comply with District policy and procedure related to patient confidentiality.

G. Notices. Any notice to either party hereunder must be in writing signed by the party giving notice, and shall be served either personally or by registered or certified mail addressed as follows:

To University:

Tim Gillespie
School of Education, Dean
William Jessup University
333 Sunset Blvd.
Rocklin, CA 95675

David Punt
Finance and Administration, CFO
William Jessup University
333 Sunset Blvd.
Rocklin, CA 95765

Dan Albrecht
Academic Director
Bay Area Campus
William Jessup University
1190 Saratoga Ave
San Jose, CA 95129

To District:

Colleen Slattery, Assistant Superintendent, Human Resources
Rocklin Unified School District
2615 Sierra Meadows Drive
Rocklin, CA 95677

and


H. Status of the Parties. It is expressly understood and agreed that this Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between University and District; rather it is an affiliation between independent contractors, these being University and District.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the date written above

William Jessup University

District

By:


Name

By:

Name

School of Education, Dean
Title

Title

October 21, 2015

Date

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/23/2015

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

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

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. LIC #0726293 45 E. River Park Place West, Ste. 605 Fresno CA 93720	CONTACT NAME: Norma Rodriguez	
	PHONE (A/C No. Ext): 800-568-0833	FAX (A/C No.): 559-256-6590
E-MAIL ADDRESS: norma_rodriguez@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Philadelphia Indemnity Insurance Co		18058
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		


COVERAGES **CERTIFICATE NUMBER: 2051553023** **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 ISBR (NSD) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sex Abuse/Moles GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		PHPK1255035	11/4/2014	11/4/2015	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$15,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$3,000,000
						PRODUCTS - COMPROP AGG	\$3,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1255035	11/4/2014	11/4/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$10,000		PHUB479985	11/4/2014	11/4/2015	EACH OCCURRENCE	\$15,000,000
						AGGREGATE	\$15,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

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

When required by written contract, the certificate holder is a Blanket Additional Insured, afforded Waiver of Subrogation and Primary Non-Contributory status per policy form #PI-GLD-VS (01/08) attached but only as respects to:

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 
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT
SCHOOLS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Damage to Premises Rented to You	\$300,000	2
Extended Property Damage	Included	2
Non-Owned Watercraft	Less than 58 feet	2
Supplementary Payments – Bail Bonds	\$2,500	2
Supplementary Payment – Loss of Earnings	\$500 per day	2
Medical Payments	\$15,000	3
Medical Payments-Extended Reporting Period	3 years	3
Employee Indemnification Defense Coverage for Employee	\$25,000	3
Additional Insured – Medical Directors and Administrators	Included	3
Additional Insured – Managers and Supervisors	Included	3
Additional Insured – Broadened Named Insured	Included	3
Additional Insured – Funding Source	Included	3
Additional Insured – Managers or Lessors of Premises	Included	4
Additional Insured – By Contract, Agreement or Permit	Included	4
Additional Insured – Broad Form Vendors	Included	4
General Aggregate – Per Campus	Included	5
Duties in the Event of Occurrence, Claim or Suit	Included	6
Other Insurance – Primary Additional Insured	Included	6
Other Insurance - You Are An Additional Insured On Another Person's Or Organization's Policy.	Included	7
Unintentional Failure to Disclose Hazards	Included	8
Liberalization	Included	8
Bodily Injury – Includes Mental Anguish	Included	8
Personal and Advertising Injury – Includes Abuse of Process, Discrimination	Included	8
Transfer of Rights of Recovery Against Others To Us	Clarification	8
Science Laboratory "Occurrence"	\$50,000	9
Medical Incident Liability-Nurse and Athletic Trainer	Included	9

A. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. The last paragraph of SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions;
 - b. SECTION III - LIMITS OF INSURANCE, Paragraph 6.;
 - c. SECTION V – DEFINITIONS, Paragraph 9.a.
2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words "Fire Insurance" are changed to "insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance
3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
 - a. \$300,000; or
 - b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

B. Extended "Property Damage"

SECTION I - COVERAGES. COVERAGE A, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph a. is deleted and replaced by the following:

- a. **Expected or Intended Injury**
"Bodily Injury" or "Property Damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g. (2) is amended to read as follows:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Supplementary Payments

Under the SUPPLEMENTARY PAYMENTS - COVERAGE A AND B provision, Items 1.b. and 1.d.

are amended as follows:

1. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
2. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

E. Medical Payments - Limit Increased to \$15,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$15,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement, the second part of Paragraph a. is amended to read:**

provided that

 - (2) The expenses are incurred and reported to us within three years of the date of the accident;

F. Employee Indemnification Defense Coverage

Under the **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** provision, the following is added:

3. We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees", claims or "suits" brought or persons or organizations making claims or bringing "suits".

G. SECTION II - WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is changed to read:
 - a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
 - a. **Medical Directors and Administrators** - Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such.
 - b. **Managers and Supervisors** - If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors.
 - c. **Broadened Named Insured** - Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
 - d. **Funding Source** - Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Managers or Lessors of Premises** - Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:
This insurance does not apply to:
- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- f. **By Contract, Agreement or Permit** - Any person or organization with whom you agreed, because of a written contract or agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.
- (1) This provision does not apply:
 - (a) Unless the written contract or agreement has been executed or permit has been issued prior to the "bodily injury," "property damage," "personal and advertising injury";
 - (b) To any person or organization included as an insured under g. Broad Form Vendors below; or
 - (c) To any person or organization included as an insured by an endorsement issued by us and made a part of this Coverage Part.
 - (2) When an engineer, architect or surveyor becomes an insured under this Coverage Part, the following additional exclusion applies:
 - (a) "Bodily injury", "property damage", "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (i) The preparing, approving, or failing to approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (ii) Supervisory, inspection, or engineering services.
 - (3) When a lessor of leased equipment becomes an insured under this Coverage Part, the following additional exclusions apply:
 - (a) To any "occurrence" which takes place after the equipment lease expires; or
 - (b) To "bodily injury" or "property damage" arising out of the sole negligence of the lessor.
 - (4) When owners or other interests from whom land has been leased become an insured under this Coverage Part, the following additional exclusions apply:
 - (a) Any "occurrence" which takes place after you cease to lease that land; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of the owners or other interests from whom land has been leased.
- g. **Broad Form Vendors** - Any person or organization with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions.
- (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (2) This provision does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- (3) This provision does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Part.
- (4) This provision does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

H. Per Campus – General Aggregate

1. SECTION III – LIMITS OF INSURANCE, Paragraph 2., is amended to the following:

The General Aggregate limit is the most we will pay:

- a. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS** which can be attributed only to operations at a single designated "campus" shown in the Declarations.
- (1) A separate General Aggregate Limit is applicable to each single designated "campus" shown in the Declarations and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
- (2) The General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
- (a) Insureds;
 - (b) Claims made or "suits" brought; or
 - (c) Persons or organizations making claims or bringing "suits".
- (3) Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the General Aggregate Limit for that designated "campus". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other General Aggregate Limit for any other designated "campus" shown in the Declarations.
- (4) The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable single designated "campus" General Aggregate Limit.

2. SECTION V – DEFINITIONS is amended by adding the following:

"Campus" is defined as premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

I. Duties In the Event of Occurrence, Claim or Suit

1. The requirement in Paragraph 2.a. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.

2. The requirement in Paragraph 2.b. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.

J. Other Insurance - Primary Additional Insured

1. If the written contract or agreement or permit requires this insurance to be primary for any person or organization with whom you agree to include in SECTION II - WHO IS AN INSURED, then SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance is replaced by the following:

If other valid and collectible insurance is available for a loss we cover under COVERAGE A of this Coverage Part, our obligations are limited as follows:

- a. Primary Insurance - This insurance is primary. We will not seek contributions from other insurance available to the person or organization with whom you agree to include in SECTION II - WHO IS AN INSURED, except when 2. below applies.
- b. Excess Insurance - This insurance is excess over any of the other insurance whether primary, excess, contingent or any other basis:
 - (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (2) That is Fire, lightning or explosion insurance for premises rented to you; or temporarily occupied by you with permission of the owner; or
 - (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to SECTION I - COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g.

When this insurance is excess, we will have no duty under Coverages A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

- c. Method of Sharing - If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any or the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's contribution is based on the ratio of its applicable limits of insurance of all insurers.

2. This provision only applies with respect to your operations, "your work" or facilities owned or used by you.

K. Other Insurance – You Are An Additional Insured On Another Person's Or Organization's Policy

If you are an insured under SECTION II - WHO IS AN INSURED, then SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. OTHER INSURANCE, Paragraph b. Excess Insurance is replaced by the following:

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

1. That is Fire, Extended Coverage, Builders Risk, Installation Risk or similar coverage for "your work";
2. That is Fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
3. If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g.; or
4. When any of the Named Insureds, under this Coverage Part, are additional Insureds under a commercial general liability policy or similar insurance of another party.

When this insurance is excess, we will have no duty under Coverages A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insureds.

When this insurance is excess or other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
2. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

L. Unintentional Failure To Disclose Hazards

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

M. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

N. Bodily Injury - Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. is changed to read:

"Bodily Injury":

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

O. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS, Paragraph 14. b.** is revised to read:
 - b. Malicious prosecution or abuse of process:
2. **SECTION V – DEFINITIONS, Paragraph 14.** is amended to include the following:

"Personal Injury" also means discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured; or
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

P. Transfer of Rights of Recovery Against Others To Us

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 8. Transfer of Rights of Recovery Against Others To Us:**

Therefore, the Insured can waive the insurer's Rights of Recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

Q. Science Laboratory "Occurrence"

SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph f. does not apply to any "bodily injury" or "physical damage" arising out of a fire or "occurrence" in any of your science laboratories while teaching is being conducted in that laboratory, subject to a \$50,000 per policy limit.

R. Medical Incident Liability-Nurse and Athletic Trainer

1. **SECTION II – WHO IS AN INSURED, Subparagraph 2.a. (1) (d) is deleted and replaced by the following:**

(d) Arising out of his or her providing or failing to provide professional medical services. This paragraph does not apply to a registered or practical nurse or athletic trainer, while acting within the scope of his or her duties for the Named Insured and arising out of a "medical incident".

2. **SECTION V – DEFINITIONS, 13. is deleted and replaced by the following:**

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, and "medical incident".

3. **The following definition is added to SECTION V – DEFINITIONS:**

"Medical incident" means any act or omission in the furnishing or failure to furnish professional medical services by the insured or any person acting under the personal direction, control, or supervision of the insured. Any such act or omission together with all related acts or omissions in the furnishing of such services to any one person shall be considered one "medical incident".

"Medical incident" does not include any actual, alleged or threatened emotional, physical, or sexual abuse of any patient or professional medical services recipient.

BOARD AGENDA BRIEFING

SUBJECT: Approval of Budget Revisions
DEPARTMENT: Office of the Deputy Superintendent, Business & Operations

Background:

It is standard practice for changes to be made to the budget throughout the year. These budget revisions will be routinely brought to the Board for approval.

Status:

Budget changes are summarized in the attachment. Major changes in the General Fund include carryover of categorical, capital projects and assigned fund balances, changes due to enrollment growth, categorical program allocation adjustments, addition of Educator Effectiveness Program revenues, salary and benefit adjustment due to vacancies, turnover and changes in FTE.

Presenter:

Barbara Patterson

Financial Impact:

Current year: General Fund \$477,963, Charter Fund (\$2,505), Cafeteria Fund (\$1,464), Deferred Maintenance (\$333,731), Developer Fees (\$200,104), Special Reserve for Capital Outlay Projects (\$7,308), Mello-Roos Capital Projects (\$359,263) and Mello-Roos Debt Service (\$276,000).

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:

Budget revisions are included in the agenda packet.

Recommendation:

Staff recommends approval of the budget revisions.

Rocklin Unified School District
Budget Revision #2
October 21, 2015

FUND 01 - GENERAL FUND		
Beginning Excess of Revenues over Expenditures		\$ 8,425,784
Revenues		
Increase in LCFF due to enrollment growth: 211 funded ADA	\$ 1,533,998	
Reduction in transfer to Deferred Maintenance Fund (due to increase in prior year Community Redevelopment Tax Revenues)	100,873	
Add Educator Effectiveness Program revenues	819,202	
Increase in Special Ed AB602 funding	119,041	
Increase in Special Ed State Mental Health Program revenues	5,844	
Increase in local unrestricted donations	67,640	
Increase in salary abatements	4,072	
Increase in facilities use	105,122	
Increase in transportation billings	11,326	
Reduction in billings to charters for services	(91,188)	
Increase in federal revenues due to carryover and adjustment to awards	249,242	
Increase in LEA Medi-Cal Billing Option receipts	27,674	
Increase in local restricted donations	37,173	
Increase in SIG Wellness Program revenues	18,764	
Elimination of Fed'l Homeless Program (McKinney- Vento) funding	(50,000)	
Increase for billing to City of Rocklin for summer program scholarships	6,500	
Decrease in miscellaneous revenues	(591)	
Total Increase in Revenues	<u>\$ 2,964,692</u>	
Transfers In		
Increase transfers in from Fund 40 for SVMS fence		<u>7,308</u>
Total Increase in Revenues and Transfers In		<u>\$ 2,972,000</u>
Expenditures		
Net increase for change in FTE (+9.81), salary and benefits, substitutes and vacancy savings, and RTPA column movement to Column F at 1.75% on RTPA salary schedule	\$ 410,361	
Increase for carryover from prior year - unrestricted	634,930	
Increase for carryover from prior year - restricted State	94,410	
Increase for carryover from prior year - restricted local	66,805	
Increase for carryover from prior year- restricted Federal programs and adjustment to current year awards	245,307	
Increase in LEA Medi-Cal Billing Option receipts and posting carryover from prior year	47,593	
Increase in LCFF Supplemental (LCAP expenditures)	180,127	
Transfer of transportation costs to supplemental	(100,000)	
Increase in CA Clean Energy Jobs Act project costs	308,291	
Increase for Educator Effectiveness Program - moving BTSA program costs from Title II	95,761	
Elimination of Fed'l Homeless Program (McKinney- Vento) funding	(50,000)	
Increase for repair of WHS Solar inverters	60,000	
Increase for replacement of maintenance van	30,000	
Increase in legal fees	10,000	
Increase for billing to City of Rocklin for summer program scholarships	6,500	
Increase for pupil testing	5,136	
Increase for Administrative Credentialing costs for new hires	12,000	
Increase for ADA incentive allocations to sites	11,066	
Increase for chartering field trips	11,235	
Decrease in Special Ed State Mental Health Program expenditures	(30,345)	
Increase in local unrestricted donations	62,228	
Increase for Administrative Hearing fees	20,000	
Transfer to materials and supplies by sites	25,896	
Increase in State Special Ed costs	146,528	
Reduction in services to be billed to charter schools	(87,866)	
Increase in local restricted donations	37,178	
Increase in SIG Wellness Program	18,764	
Increase for repairs and re-sodding of fields at several sites	13,293	
Increase in restricted RDA expenditures for deferred maintenance projects	212,350	
Increase in ROTC salaries and benefits	5,746	
Increase direct charge to another fund 5750	5,350	
Increase to install fence at SV	7,308	
Increase in indirect costs charged to categorical programs	(32,406)	
Increase in miscellaneous expenditures	10,491	
Total Increase in Expenditures	<u>2,494,037</u>	
Revised Excess of Expenditures over Revenues		<u>\$ 8,903,747</u>
Revised Beginning Fund Balance		<u>12,261,188</u>
Revised Ending Fund Balance		<u>\$ 21,164,935</u>

FUND 09 CHARTER SCHOOL		
Beginning Excess of Revenues over Expenditures		\$ 205,280
Revenues		
Increase LCFF Revenue due to Enrollment Growth of 14 ADA and other adjustments	\$ 109,573	
Add Educator Effectiveness Program Revenue	11,586	
Decrease in 1x Mandated Cost Reimbursement revenue (\$601 vs \$530 per ADA)	(11,030)	
Eliminate Title I Allocation	(19,969)	
Total Increase in Revenues		90,160
Expenditures		
Increase for counseling by .40 FTE	\$ 36,190.0	
Increase for advertising	20,000	
Reclassified Program Specialist II with Assistant Principal	17,844	
Increase for software licenses	8,900	
Increase allocation of utilities and maintenance & operation costs	7,235	
Increase for curriculum	5,000	
Increase for classroom expansion	4,618	
Increase for miscellaneous expenses	4,353	
Eliminate Title I Allocation	(19,969)	
Increase in budget for supplemental expenditures	8,494	
Total Increase in Expenditures		92,665
Revised Excess of Revenues over Expenditures		\$ 202,775
Revised Beginning Fund Balance		119,542
Revised Ending Fund Balance		\$ 322,317

FUND 13 CAFETERIA		
Beginning Excess of Revenues over Expenditures		\$ 30,971
Revenues		
Increase for Salary Abatement	\$ 6,416	
Increase in Catering	2,585	
Total Increase in Revenues		9,001
Expenditures		
Increase in staffing/benefits for food service workers		10,465
Revised Excess of Revenues over Expenditures		\$ 29,507
Revised Beginning Fund Balance		595,611
Revised Ending Fund Balance		\$ 625,118

FUND 14 DEFERRED MAINTENANCE		
Beginning Excess of Revenues over Expenditures		\$ 506,917
Transfers In		
Decrease transfer in from Fund 01 due to additional RDA funds used for deferred maintenance		(100,873)
Expenditures		
Increase for Rocklin High School EMS project	\$ 212,858	
Increase for misc. deferred maintenance projects	20,000	
Total Increase in Expenditures		232,858
Revised Excess of Revenues over Expenditures		\$ 173,186
Revised Beginning Fund Balance		1,285,693
Revised Ending Fund Balance		\$ 1,458,879

FUND 25 DEVELOPER FEES		
Beginning Excess of Expenditures over Revenues		\$ (1,755,297)
Expenditures		
Increase for carry forward of summer growth projects at RHS and GOMS expansion budgeted in 2014-15	\$ 114,780	
Increase for district office modification due to growth	120,000	
Increase for misc. adjustments	324	
Total Increase in Expenditures		235,104
Revised Excess of Expenditures over Revenues		\$ (1,990,401)
Revised Beginning Fund Balance		5,147,740
Revised Ending Fund Balance		\$ 3,157,339

FUND 40 SPECIAL RESERVE FOR CAPITAL OUTLAY PROJECTS	
Beginning Excess of Revenues over Expenditures	\$ 1,000
Transfers Out	
Transfer of non-capitalized expenditures for SVMS fence to Fund 01	7,308
Revised Excess of Expenditures over Revenues	\$ (6,308)
Revised Beginning Fund Balance	119,879
Revised Ending Fund Balance	<u>\$ 113,571</u>

FUND 49 MELLO-ROOS CAPITAL PROJECTS	
Beginning Excess of Expenditures over Revenues	\$ (1,350,946)
Revenues	
Decrease for MMCA uncollectible interest	(367,664)
Transfers In	
Increase of tax revenues transferred from Fund 52	286,000
Expenditures	
Increase for Sunset Ranch new portable Kindergarten classroom C/O #1 and required sprinkler system	\$ 209,012
Increase for carry forward of Mello-Roos projects at Sunset Ranch and GOMS expansion budgeted in 2014-15	55,306
Increase for Cobblestone TK fence	4,214
Increase for Bank of New York - CFD administrative fees	<u>9,067</u>
Total Increase in Expenditures	<u>68,587</u>
Revised Excess of Expenditures over Revenues	\$ (1,710,209)
Revised Beginning Fund Balance	15,900,057
Revised Ending Fund Balance	<u>\$ 14,189,848</u>

FUND 52 MELLO-ROOS DEBT SERVICE	
Beginning Excess of Revenues over Expenditures	\$ 224,079
Expenditures	
Decrease budget for CFD#1 principal payment	(10,000)
Transfers Out	
Increase of tax revenues transferred to Fund 49	<u>286,000</u>
Revised Excess of Expenditures over Revenues	\$ (51,921)
Revised Beginning Fund Balance	7,492,003
Revised Ending Fund Balance	<u>\$ 7,440,082</u>

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Contract with Economic & Planning Systems (EPS) for Services Related to Development Impact Fee Update (EPS # 152119)

DEPARTMENT: Office of the Deputy Superintendent of Business & Operations

Background:

In January 2016, the State Allocation Board will raise the cap on Level 1 development impact fees; therefore, the fee nexus study should be updated to provide justification for the district to impose the new Level 1 development impact fees.

Status:

Economic & Planning Systems (EPS) will conduct the study for the Level 1 development impact fees that will take effect January 2016 and will be brought to the Board for approval in January.

Presenter:

Barbara Patterson, Deputy Superintendent of Business & Operations

Financial Impact:

Current year: Not to exceed \$15,000
Future years: N/A
Funding source: Fund 25

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

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

Packet Information:

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

Recommendation:

Staff recommends approval of the development fee contract with Economic Planning Systems.

The Economics of Land Use



October 9, 2015

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

Subject: Rocklin Unified School District Development Impact Fee Update; EPS #152119

Dear Barbara:

Economic & Planning Systems, Inc. (EPS) has appreciated the opportunity to work with you on Rocklin Unified School District (District)'s facility planning efforts over the last few years.

In January 2016, the State Allocation Board will raise the cap on Level 1 development impact fees; therefore, the fee nexus study should be updated to provide justification for the District to impose the new Level 1 development impact fees.

The proposed work program will include the following efforts:

- Update student generation rates.
- Update the costs associated with facilities identified in the updated Facilities Master Plan.
- Update the effect of state funding on the fee calculation.
- Participate in school board and developer meetings to facilitate consensus (if necessary).
- Prepare a report that includes supporting documentation for any changes to the previously adopted fees.
- Assist the District in the adoption process for any revised fees.

Key Personnel

Managing Principal Jamie Gomes will serve as Principal-in-Charge of this project and will provide guidance and input as needed. Senior Vice President Russ Powell will serve as Project Manager and will conduct the day-to-day management of this project. Additional EPS staff may assist in identifying, collecting, and analyzing data.

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

*Oakland
Sacramento
Denver
Los Angeles*

www.epsys.com

Schedule

EPS will begin working on this project as soon as contract approval is received, and EPS will provide you with accurate information and work products on a schedule that meets your needs.

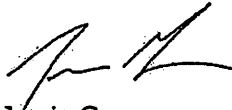
Budget

The estimated budget to complete this work is **\$15,000**. EPS charges for its services on a direct-cost (hourly billing rates plus direct expenses), not-to-exceed basis; therefore, you will be billed only for the work completed up to the authorized budget amount. Travel, data, or reproduction expenses will be billed at cost, and invoices are submitted monthly and are payable on receipt. If additional work or meetings are required, EPS will request authorization for additional budget with the understanding that terms will be negotiated in good faith. EPS's Hourly Billing Rates and Standard Terms and Conditions are attached as part of this letter agreement.

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

Sincerely,

ECONOMIC & PLANNING SYSTEMS, INC.



Jamie Gomes
Managing Principal

Attachments

Approved:

Rocklin Unified School District

Date

2015 HOURLY BILLING RATES

Sacramento Office

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

Billing rates updated annually.



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

1. Authority

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

2. Independent Contractor

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

3. Insurance

CONSULTANT shall maintain the following insurance:

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

4. Personnel

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

5. Interest of CONSULTANT

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

6. Publication, Reproduction, and Use of Material

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

7. Confidentiality

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

8. Amendments to the Contract

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

9. Disputed Invoices

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

10. Audits and Inspections

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

11. Compensation for Testimony and Preparation Thereof

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

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

12. Termination of Agreement

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

13. Indemnification/Limitation of Liability

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

14. Nondiscrimination and Equal Opportunity

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

15. Standard of Performance

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

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

16. Force Majeure

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

17. Arbitration and Attorneys' Fees

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

18. Governing Law

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

19. Notice

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

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Antelope Creek Elementary Overnight Field Trip to Sly Park Environmental Education Center

DEPARTMENT: Educational Services

Background:

The 6th grade classes at Antelope Creek would like to participate in an overnight science camp at the Sly Park Environmental Education Center. We will travel to Sly Park on November 12, 2015 and return on November 14, 2015. The Sly Park Environmental Education Center provides unforgettable outdoor science learning experiences to over 8,000 elementary students each year. Environmental education programs that 6th graders will participate in while at camp include: the climbing wall, astronomy, the animal room, arts and crafts, and more! Students will also participate in team building programs that include: hikes, shelter construction, and challenge activities.

Status:

Staff is requesting approval for Antelope Creek's 6th grade field trip to Sly Park for approximately 90 students and 8 adults. The trip is scheduled to depart at approximately 10:30AM on November 12, 2015 and return at approximately 12:00PM on November 14, 2015.

Presenter(s):

Brian Arcuri, Principal

Financial Impact:

Current year: \$165 per student
Future years: NA
Funding source: fundraising, parent/student donations, PTC scholarships

Materials/Films:

None

Other People Who Might Be Present:

Teachers: Jennifer Warner, Meredith Gilbert, and Chrisite Ogelsby (6th grade)

Allotment of Time:

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

Packet Information:

None

Recommendation:

Staff is requesting Board approval of the overnight field trip described above.

Submitted by:

Brian Arcuri

Date:

9/16/15

Approved by Site Administrator:

[Signature]

Date:

9/16/15

Approved by Superintendent or Designee

Date:

9/16/15

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Sierra Elementary Monterey Bay Aquarium Overnight Field Trip
DEPARTMENT: Educational Services

Background:

The third grade classes at Sierra Elementary would like to participate in an overnight field trip to the Monterey Bay Aquarium. Students and parents will travel to the Aquarium Thursday, April 7, 2016 and return on Friday, April 8, 2016. While at the Monterey Bay Aquarium, the students will learn about the ocean mammals and conservation. The students will have the opportunity to apply learned science core curriculum and practicum while exploring sea otter health, endangered ocean animals, coral reef decomposition, Project WILD lessons, and other Marine Mammal Center activities.

Status:

Staff is requesting approval for Sierra's 3rd grade field trip to the Monterey Bay Aquarium for approximately 76 students, 3 teachers, and a number of parents/chaperones, who will be accompanying their children. The trip is scheduled for Thursday, April 7, 2016 to Friday, April 8, 2016.

Presenter:

Hannah Anderson, Principal

Financial Impact:

Current year: \$85.00 per student
Future Year: NA
Funding Source: fundraising, parents/students donations, PTC scholarships

Material/Films:

None

Other People Who Might Present:

Diane Sorenson, Rose Marie Caballero, Heather Winter

Allotment of Time:

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

Packet Information Item:

None

Recommendation:

Staff is requesting Board approval of the overnight field trip described above.

Submitted by: Georgina Navane Date: 9/10/15

Approved by Site Administrator: H Anderson Date: 9/10/15

Approved by D.O. Administrator: B Date: 9/14/15

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Sunset Ranch Elementary School Overnight Field Trip to Walker Creek Ranch

DEPARTMENT: Educational Services

Background:

The 6th grade classes at Sunset Ranch Elementary School would like to participate in a science camp at Walker Creek Ranch. We will travel to Walker Creek Ranch on Tuesday, February 23, 2016 and return on Friday, February 26, 2016. While at Walker Creek Ranch, students will participate in hands-on, inquiry based, learning. They will collect data, investigate natural processes and draw conclusions in an exciting and cooperative atmosphere. They will study flora, fauna and human relationships with the environment. This program supports our current 6th grade science curriculum.

Status:

Staff is requesting approval for Sunset Ranch Elementary School's 6th grade field trip to Walker Creek Ranch for approximately 120 students, 4 adults, and 15 parent chaperones. The trip is scheduled for February 23 – February 26, 2016.

Presenter(s):

Jim Trimble, Principal

Financial Impact:

Current year: \$375 per student
Future years: NA
Funding source: fundraising, parents/students donations, PTC scholarships

Materials/Films:

None

Other People Who Might Be Present:

Teacher(s) Rick Beardsley, 6 SRES, Susan Clarke, 6 SRES, Corrina Reano, 6 SRES, Cindy Smith, 6 SRES

Allotment of Time:

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

Packet Information:

None

Recommendation:


Staff is requesting Board approval of the overnight field trip described above.

Submitted by: 

Date: 4/5/15

Approved by Site Administrator: 

Date: 9/8/15

Approved by Superintendent or Designee: 

Date: 9/14/15

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Spring View Middle School Music Department's Disneyland/Anaheim Overnight Field Trip

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

The 7th and 8th grade Symphonic Band, Jazz Band, Orchestra and Choir classes at Spring View Middle School would like to participate in the Heritage Music Festival at Disneyland in Anaheim, California. We will travel to Disneyland on March 17, 2016 and return on March 20, 2016. While at the Heritage Music Festival at Disneyland students will perform for two highly qualified adjudicators. There will be ensembles from many other schools, as well. The adjudicators provide valuable feedback and are one of several key assessment tools for our program. Students and instructors are graded based on a standards-based rubric and given specific goals to continue to work ahead. The Spring View Music Ensembles have participated in this festival for the past two years.

Status:

Staff is requesting approval for Spring View Middle School's 7th and 8th grade Symphonic Band, Jazz Band, Orchestra and Choir field trip to the Heritage Music Festival at Disneyland in Anaheim, California for approximately 100 students and 12 adults. The trip is scheduled for March 17, 2016 – March 20, 2016.

Presenter(s):

Elisabeth Davidson, Principal

Financial Impact:

Current year: \$500.00 per student
Future years: NA
Funding source: Cookie Dough fundraising, spaghetti dinner, parent/student donation, contributions, scholarships and additional local fundraising opportunities.

Materials/Films:

None

Other People Who Might Be Present:

Jeremiah Jacks, Spring View Middle School Music Teacher
Members of the Spring View Music Boosters

Allotment of Time:

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

Packet Information:

None

Recommendation:

Staff is requesting Board approval of the overnight field trip described above.

Submitted by: [Signature] Date: 9-28-15
Approved by Site Administrator: [Signature] Date: 9/28/15
Approved by Superintendent or Designee: [Signature] Date: 10/8/15

ROCKLIN UNIFIED SCHOOL DISTRICT

Item 12.16
CONSENT
October 21, 2015

BOARD AGENDA BRIEFING

SUBJECT: Approve Revised Board Bylaw (BB) 9100, Organization

DEPARTMENT: Office of the Superintendent

Background:

Each year the Rocklin Unified School District Governing Board holds an annual Organizational Meeting. Board Bylaw 9100 provides guidelines for required action taken by the Board at this annual meeting.

Status:

The revisions to attached Board Bylaw 9100 (Organization) have been made in accordance with recommendations from the California School Boards Association (CSBA) and California Education Code.

Presenter(s):

Roger Stock, Superintendent

Financial Impact:

Current year: NA
Future Year: NA
Funding Source: NA

Material/Films:

None

Other People Who Might Present:

None

Allotment of Time: Consent Calendar Action Item Information Item

Packet Information Item:

Revised Board Bylaw 9100, Organization

Recommendation:

Staff recommends approval of revisions to Board Bylaw (BB) 9100, Organization

Rocklin USD

Board Bylaw

Organization

BB 9100

Board Bylaws

Each year, the Governing Board shall hold an aAnnual oOrganizational mMeeting. 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. (Education Code 35143).

The day and time of the annual meeting shall be selected by the Board at its regular meeting held immediately prior to the first day of the 15-day period. On behalf of the Board, the Superintendent shall notify the County Superintendent of Schools of the day and time selected. Within 15 days prior to the date of the annual meeting, the clerk of the Board, with the assistance of the Superintendent, shall notify in writing all Board members and members-elect of the date and time selected for the meeting (Education Code 35143).

~~The Board of Trustees shall hold an annual organizational meeting within the time limits prescribed by law. (Education Code 35143)~~

At this meeting the Board shall:

1. Elect a president, vice president and clerk from its members
2. Appoint the Superintendent as a secretary to the Board
3. Authorize signatures
4. Approve a schedule of regular meetings for the year and a Board governance calendar stating the time when the Board will address important governance matters. Develop a schedule of regular meetings for the year
- ~~5. —Develop a Board calendar for the year~~
56. Designate Board representatives to serve on committees or commissions of the district, other public agencies, or organizations with which the district partners or collaborates

(cf. 9140 - Board Representatives)

~~(cf. 9320— Meetings and Notices)~~

6. Review and/or consider resources that define and clarify the Board's governance and leadership roles and responsibilities including, but not limited to, governance standards, meeting protocols, Board rules and bylaws, and other Board development materials

(cf. 9000 – Role of the Board)

(cf. 9005 – Governance Standards)

(cf. 9230 – Orientation)

(cf 9240 – Board Development)

(cf 9320 – Meetings and Notices)

(cf 9323 – Meeting Conduct)

Election of Officers

The Board shall each year elect its entire slate of officers.

(cf. 9224 – Oath or Affirmation)

The election of Board officers shall be conducted during an open session of the annual organizational meeting.

Legal Reference:

EDUCATION CODE

5017 Term of Office

35143 Annual organizational meeting date, and notice

35145 Public meetings

GOVERNMENT CODE

54953 Meetings to be open and public; attendance

ATTORNEY GENERAL OPINIONS

68 Ops. Cal. Atty. Gen. 65 (1985)

59 Ops. Cal. Atty. Gen. 619, 621-622 (1976)

Bylaw ROCKLIN UNIFIED SCHOOL DISTRICT

adopted: ___ October 4, 2000 Rocklin, California

revised October 21, 2015

ROCKLIN UNIFIED SCHOOL DISTRICT
BOARD AGENDA BRIEFING

SUBJECT: Approve Revised Plan Documents with Security Benefit Life Insurance Company to Provide Services for the Section 125 Benefit Plan.

DEPARTMENT: Deputy Superintendent, Business & Operations

Background:

The district offers a Section 125 Flex Plan to employees and contracts with an outside firm to administer the plan, process enrollments and provide benefit information to employees. Security Benefit has been the administrator of the district's Section 125 Flex Plan since January 1, 2007.

Status:

The updated/revised plan documents include the IRS updated rules for Section 125 plans to comply with the Affordable Care Act Provisions as follows:

- Employees who participate in a Health Savings Account (HSA) may elect, under the new provisions, to participate in a limited scope medical reimbursement program under which they may only be reimbursed for qualifying dental and vision expenses.
- Increase medical care reimbursement account to new maximum set by the IRS.

There will be no change in the monthly participation fee.

Presenter:

Barbara Patterson, Deputy Superintendent, Business & Operations

Financial Impact:

Current year: \$0

Future years:

Funding source:

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

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

Packet Information:

Adoption Agreement and the Flexible Spending Account Service Agreement is included in the packet.

Recommendation:

Staff recommends approval of the revised plan documents with Security Benefit Life Insurance Company for the Section 125 Plan.

**SECURITY FLEX 125 PROGRAM
FLEXIBLE SPENDING ACCOUNT SERVICE AGREEMENT**

This Security Flex 125 Program Flexible Spending Account Service Agreement (the "Agreement") is hereby entered into effective as of October 21, 2015, between Rocklin Unified School District (the "Employer"), the Plan Sponsor of a cafeteria plan (the "Plan") governed by, and intended to comply with, section 125 of the Internal Revenue Code ("Code") and Security Benefit Life Insurance Company ("Security Benefit"), a provider of non-discretionary administrative services to sponsors of such cafeteria plans.

WHEREAS, the Employer desires to adopt or amend and restate the Security Flex 125 Program (the "Program") and appoint Security Benefit to perform the non-discretionary administrative services specified herein on behalf of the Plan, as adopted by the Employer;

WHEREAS, certain of such administrative services include services with respect to one or more flexible spending arrangements governed by section 125 of the Code that may be adopted by the Employer under the Program ("**Flexible Spending Accounts**"); and

WHEREAS, Security Benefit is willing to provide the non-discretionary administrative services specified in this Agreement.

NOW, THEREFORE, The Employer and Security Benefit agree as follows:

Section 1.0: Plan Benefits

1.1 Adoption of Program and Designation of Security Benefit as Service Provider with Respect to Flexible Spending Accounts. Employer hereby adopts or amends and restates the Security Flex 125 Program in connection with its Plan, including the Flexible Spending Accounts indicated below:

- Medical Care Flexible Spending Accounts.
 - With Alegeus stored value debit cards (or a similar debit card that may be offered under the Program from time to time).
 - Without stored value debit card claim payment.
- Dependent Care Flexible Spending Accounts.

The Employer intends for each Account type selected above to comply with any applicable requirements under sections 105, 125, and 129 of the Code (collectively referred to as "**Cafeteria Plan Requirements**"). The Employer further designates Security Benefit as the provider of the non-discretionary administrative services described below with respect to operation of such Flexible Spending Account(s), as incorporated into the Plan by the Employer.

1.2 Other Health and Welfare Benefits Selected and Offered by the Employer. If the box directly below has been checked, the Employer has also determined to offer certain other insured or self-insured health and welfare benefits under the Plan, as will be selected in the Employer's sole discretion from time to time.

Plan includes other Basic health and welfare programs (*i.e.*, insured or self-insured medical, dental, vision, and other benefits permitted to be provided under the Plan).

To the extent the Employer chooses to offer the benefits described above under the Plan, the Employer hereby acknowledges that it is solely responsible for administration and oversight of such benefits, including without limitation ensuring that such benefits comply with any applicable laws and determining whether to appoint one or more other service providers to assist with administration of such benefits. The Employer will remain solely responsible for compliance and administrative matters related to its other benefit offerings described in this Section 1.2, notwithstanding whether it has elected to use Plan documents described in Section 2.1 with respect to such benefit offerings. Unless separately agreed upon in a writing signed by both of the parties to this Agreement, Security Benefit will not provide any insured (or administer any self-insured) basic welfare program or services related thereto, and it will not accept or remit premiums for such programs. Rather, the Employer will be solely responsible for arranging and providing these benefits and for the collection and remittance of any premiums for these benefits.

1.3 Limited Scope Medical Reimbursement Program Under the Medical Care Flexible Spending Account. In its sole discretion, the Employer may elect to offer a limited scope medical reimbursement program in connection with its election to offer a general Medical Care Flexible Spending Account under Section 1.1 above. Note that any conflicting terms in any Adoption Agreement adopted by the Employer as part of its election to use the Plan Document described in Section 2.1 of this Agreement will govern, to the extent the election below differs from such terms.

The Employer elects to provide a limited scope medical reimbursement program under its Medical Care Flexible Spending Accounts

If elected, the Employer intends to make the limited scope program described in this Section 1.3 available to its eligible employees, based on their participation in a high deductible health plan benefits coverage option ("HDHP Option") and/or a health savings account ("HSA") described in section 223 of the Code. Whether to offer one or more HDHP Options and/or an HSA, or to facilitate employee enrollment and/or payroll deductions with respect to one or more HSA alternatives, is to be determined by the Employer in its sole discretion. Unless separately agreed upon in a writing signed by both of the parties to this Agreement, Security Benefit will not provide any services related to such benefit offerings, and it will not accept or remit premiums for any HDHP Option and/or HSA provided by the Employer. Rather, the Employer will be solely responsible for arranging and providing for these benefits, if desired, and for the collection and remittance of any premiums related to these benefits.

In addition, the Employer hereby acknowledges that Security Benefit will not generally have the information necessary to identify whether an employee of the Employer is eligible to participate in an HSA but for his enrollment in a limited scope medical reimbursement program described in this Section 1.3. Security Benefit will rely solely on information provided by the Employer with respect to which employees who have

elected to participate in the Medical Care Flexible Spending Account should have their contributions directed to the limited scope medical reimbursement program and whether an employee who previously participated in the general Medical Care Flexible Spending Account is permitted to receive applicable carryover contributions under such general Account during a Plan Year, in accordance with the Employer's Plan document and elections under this Section 1.3.

Section 2.0: Duties of Security Benefit.

2.1 Plan Documents. The Employer may elect to use Plan documents provided by Security Benefit which are designed to be compatible with the Flexible Spending Accounts offered under the Security Flex 125 Program:

- The Employer will use the "Plan Document" provided by Security Benefit, as defined below.
- The Employer will establish, provide, and implement its own Plan documents.

If indicated above, Security Benefit will provide a Basic Plan Document and Adoption Agreement prepared by Security Benefit that the Employer may use to govern its Plan in connection with its use of the Program (the "Plan Document"), in the Employer's sole discretion. Documents will be completed as specified and approved by the Employer. The Employer hereby acknowledges that a current version of Security Benefit's Basic Plan Document and accompanying Adoption Agreement for the Program must be used in conjunction with one another to constitute a complete Plan Document, where the Employer elects to use documents provided by Security Benefit. The Employer may be required to periodically update the Plan Document, by completing and signing a new Adoption Agreement, as the Plan Document may be amended and/or restated by Security Benefit from time to time. The Employer may also amend and/or restate the Plan Document at any time to reflect desired design changes, or required changes imposed by applicable law, through adopting an amended Adoption Agreement. Additional terms regarding use of the Plan Document will be set forth in the Plan Document. To the extent any provision of this Agreement conflicts with the terms of the Plan Document, the terms of the Plan Document will govern.

To the extent the Employer elects to use the Plan Document, it is solely responsible for completing all applicable elections provided for in the Adoption Agreement. The Employer is also responsible for ensuring that the Plan Document is adequate and appropriate to address any and all legal compliance concerns applicable to the Employer and its Plan design, and may elect to adopt other Plan documents, benefits summaries, enrollment materials, insurance contracts or policy documents, and any other documents necessary to supplement or override Plan Document provisions as deemed necessary by the Employer in its sole discretion; provided, however, that terms applicable to the Flexible Spending Accounts generally cannot be supplemented or overridden without the express written permission of Security Benefit. Although the Plan Document format described above is similar to a pre-approved retirement plan document structure, the Employer understands that the Internal Revenue Service does not have a program to pre-approve any type of cafeteria plan document, including the Plan Document. The Employer further understands that Security Benefit provides the Plan Document for the convenience of the Employer and that provision of the Plan Document for voluntary use by the Employer is not intended, and should not be construed, to be a substitute for the retention of appropriate legal counsel to provide advice specific to the Employer's

situation and desired Plan structure. In any event, the Employer will remain solely responsible for the accuracy, appropriateness, and adequacy of its Plan documents, whether provided by Security Benefit or not, even if such documents are provided to Security Benefit for review or informational purposes. The Employer will further remain solely responsible for compliance with any and all laws applicable to the Employer and/or the Plan, including without limitation applicable provisions of the Code, the Employee Retirement Income Security Act of 1974, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Family and Medical Leave Act of 1993, the Health Insurance Portability and Accountability Act of 1996, the Patient Protection and Affordable Care Act of 2010, the Unformed Services Employment and Reemployment Rights Act of 1994, and/or state or local insurance or other laws. Any references to various laws or particular legal compliance concerns in the Plan Document should not be interpreted to address all potential legal concerns or consequences that may apply to the Plan or the Employer's election to use the Plan Document, if any.

2.2 Plan Enrollment or Conversion. Security Benefit will establish materials and procedures for enrolling employees of the Employer as Participants in the Program. Generally, Plan enrollment will be completed in group and individual Employee meetings, and will either be conducted by Security Benefit representatives or individuals associated with an independent marketing organization selected by Security Benefit and approved by Employer (the "**Marketing Organization**"). Prior to enrollment meetings, the Employer will provide employee census information and assist in distributing promotional materials provided by Security Benefit or the Marketing Organization to eligible Employees. Enrollment representatives will be provided an opportunity to conduct group and one-on-one enrollment meetings on the premises of the Employer, and may provide financial and retirement consultations concerning other Employer approved programs to facilitate Plan enrollment, to the extent determined by the Employer. If the Employer is adding the Program to its existing Plan features, Security Benefit will be given an opportunity to conduct a complete re-enrollment for the next Plan year with respect to the Flexible Spending Accounts.

2.3 Receipt and Allocation of Contributions. Security Benefit will receive and promptly credit contributions to accounts it establishes for each Participant in accordance with the Employer's Medical Care and Dependent Care Flexible Spending Account elections, as applicable and in accordance with the Plan. Applicable contributions must be accurately broken down and identified in a report provided by the Employer (or its agent, such as a payroll vendor) by Participant name and ID number and identification of the type(s) of reimbursement account(s) to credit. With prior approval of Security Benefit, contributions for the Plan may be remitted by the Employer along with contributions for other benefits, such as contributions related to Security Benefit 403(b) or 457 Programs, or for programs provided by other parties where Security Benefit has specifically agreed to further remit contributions to others. All contributions for such other programs must be specifically broken out and accurately identified in a report from the Employer. Security Benefit may invest as it elects, in its sole discretion, contribution amounts received in excess of claims paid under the Plan during the year, if any. The Employer hereby acknowledges that any earnings on such investments are likely to be minimal and that it would be administratively impracticable for Security Benefit to accurately allocate such earnings between its customer plans and underlying participants. Security Benefit will also bear the risk of any loss for such investments. Therefore, Security Benefit will retain in consideration for its services any income or gains on such investments, in addition to any other service fees or compensation provided for under this Agreement. The Employer hereby acknowledges that accounts established under a Medical Care and/or Dependent Care Flexible Spending Account in accordance with this Agreement

are intended to be for recordkeeping purposes only, and that Security Benefit does not set aside amounts held in such accounts in a custodial or trust account or segregate the assets of any particular account from the assets of other customer accounts maintained under the Program, except as may otherwise be agreed upon in writing by the parties.

2.4 Processing of Claims, Appeals. Security Benefit will develop and distribute forms and establish procedures for submission of reimbursement claims by eligible participants to Security Benefit under the Program. All claims must be accompanied by proof deemed adequate by Security Benefit under the Cafeteria Plan Requirements to substantiate the amount, nature, and other necessary details of the expense for which the Participant claims reimbursement. If adequate proof of a claim is not provided, or the claim does not meet established guidelines for reimbursable claims, Security Benefit may, at its option, hold the claim pending receipt of adequate or acceptable proof, notify the Participant of a claim denial, or return the claim to the Participant for resubmission with adequate and acceptable proof. Security Benefit will establish further formal claim review and appeal procedures; provided, however, that the Employer will have the right to review such procedures and will remain responsible for adjudication of any appeal of an adverse benefit determination made with respect to an initial claim, in accordance with Section 3.4 of this Agreement. The Employer will also remain solely responsible for determining the individuals who are eligible to participate in the Plan and providing accurate information to Security Benefit regarding eligible Plan participants and dependents. In the event that an individual disputes the Employer's determination regarding his eligibility to participate in the Plan, the Employer will be responsible for adjudicating any related claim and/or appeal.

2.5 Claims Exceeding Contributions, Forfeitures. If a participant submits claims in excess of contributions received to date for reimbursement under the Dependent Care Flexible Spending Account, as applicable, Security Benefit will hold the claim pending further expected contributions for the current Plan year. At no time will reimbursements for such Dependent Care claims exceed contributions received by Security Benefit as of the date such claim is under consideration. Security Benefit will provide reimbursement for claims under the Medical Care Flexible Spending Account, as applicable, in excess of contributions received to date, up to the maximum reimbursement elected by the participant for the Plan year, as required by the Code. If specified below, Security Benefit will advance funds to cover such excess claims during the Plan year and will seek reimbursement of any remaining advances for excess claims after the end of the applicable Plan year. Otherwise, the Employer will promptly advance funds for such excess reimbursement upon the request of Security Benefit.

Security Benefit will advance funds for excess reimbursement claims under the Medical Care Flexible Spending Account.

Any forfeitures of contributions after the end of the year (including any applicable grace period and run-out period), determined in accordance with the Plan, will be retained by Security Benefit and credited against its fees, if any, then applied to offset any unreimbursed advances made by Security Benefit for claims in excess of participant contributions, then used to pay any other fees or expenses payable to others under the Program, to the extent the Employer has elected to incur such other fees or expenses (such as custom printing costs, association endorsement fees, etc.). Any remaining forfeitures will be remitted to the Employer for disposition for a permitted purpose under the Cafeteria Plan Requirements and the Plan (such as to pay Plan expenses).

If the grace period option is elected in the Adoption Agreement, claims incurred during the grace period will be paid first from any remaining balance in the applicable participant's account for the prior Plan Year, then from the balance attributable to the current Plan Year. If the carryover option is elected for the Medical Care Flexible Spending Account, as applicable, unused amounts of up to the lesser of \$500, or such other amount as indicated in the Adoption Agreement, that remain in an applicable participant's account as of the last day of the Plan Year will generally roll over to reimburse eligible medical expenses incurred in the following Plan Year, in accordance with the terms of the Plan.

Regardless of the forfeiture option selected in the Adoption Agreement, Security Benefit will apply a "runout period" of 90 days following the end of the Plan Year and any grace period for such Plan Year, as applicable, during which participants may submit claims for reimbursement with respect to the prior Plan Year. Claims submitted after the end of such runout period will not be considered for reimbursement, except to the extent the applicable participant is entitled to receive reimbursements from remaining carryover amounts from a prior Plan Year, in accordance with the Plan's terms.

2.6 Ongoing Participant Communications. Security Benefit provides account statements via email to Participants with an email address on record each month and another as soon as administratively practicable upon notification that a Participant has separated from or terminated service with the Employer with a remaining account balance. At least the final statement will warn the Participant that any remaining account balance will be forfeited unless valid reimbursement claims are submitted by the date specified in the Plan and in accordance with the runout period described in Section 2.5 of this Agreement. Security Benefit will provide other ongoing Participant information and communication services, such as an automated telephone response system and Internet access to account and claim processing information, as well as live customer service access during normal business hours. Finally, Security Benefit or its Marketing Organization will annually conduct a new Plan re-enrollment with respect to the Flexible Spending Accounts under procedures similar to the one used at initial enrollment or Plan conversion.

2.7 Confidentiality, Access to Records. Security Benefit will hold all participant information obtained in the performance of services under this agreement confidential in compliance with all applicable federal and State laws, and will internally limit the dissemination of participant information to those who have a need to know such information for the operation of the Plan. To the extent the Employer has elected to provide Medical Care Flexible Spending Accounts, Security Benefit intends to comply with all applicable provisions of the Health Insurance Portability and Accessibility Act of 1996, and the terms of such compliance will be set forth in a "Business Associate Agreement" provided as Exhibit B to this Agreement, which is incorporated by reference herein. The Employer acknowledges that certain confidentiality restrictions are legally required and will limit the access of the Employer to protected information as required by law. Notwithstanding the forgoing, Security Benefit is authorized to provide information requested and required to be disclosed by any regulatory authority or any other person operating under the color or law (such as the holder of an apparently valid subpoena), to the extent permitted by law. Upon any termination of this Agreement, Security Benefit agrees to provide such information as the Employer requests to have disclosed to a successor provider to facilitate the continued operation of the Plan, but will be entitled to retain the originals and any copy of any document or record it deems appropriate and for subsequent legal or regulatory inquiry, to the extent permitted by law.

- 2.8 Stored value debit card from *Alegeus* (or a similar provider). If the applicable box in Section 1.0 is checked, payment of certain claims reimbursable from Medical Care Flexible Spending Accounts may be made by presentation of Alegeus stored value debit cards, or a similar debit card as may be offered under the Program from time to time, by Plan Participants to certain medical care providers. Generally, all Plan participants with Medical Care Flexible Spending Accounts will be automatically enrolled in this service and will be provided with appropriate debit cards. A separate fee may be charged for this service, in accordance with Exhibit A, as it may be amended from time to time. Any such fee will be charged to the Participant's Medical Care Flexible Spending Account. In order to preserve the tax favored status of the Medical Care Flexible Spending Accounts, certain claims initially paid by use of the card must be substantiated and may be disallowed. If the Participant does not provide substantiation or pay disallowed claims upon demand from Security Benefit, the Employer must take certain actions specified by the Internal Revenue Service to collect such claim payments from the Participant. Stored value debit cards are provided by a third party, which is currently Alegeus at the time that this Agreement is being entered into. Alegeus or any successor provider that may be selected to provide debit cards under the Program will generally be responsible for the operation of the cards and payment system. Security Benefit will notify the Employer in the event that the debit card provider under the Program changes.

Section 3.0: Duties of Employer.

- 3.1 Access to Employees for Enrollment. Employer agrees to provide to Security Benefit, or its Marketing Organization, access to its eligible Employees and facilities as reasonably requested to conduct enrollments, consultations or re-enrollments as outlined in Section 2.2 above. Prior to enrollment, the Employer will provide Employee census and enrollment information on eligible employees, identification numbers and other data as reasonably requested to facilitate the enrollment process by establishing an enrollment database. Finally, the Employer agrees to internally distribute Plan promotional materials as reasonably requested, such as internal mailing of information sheets and hanging enrollment meeting posters.
- 3.2 Information to Security Benefit. In addition to the information provided to Security Benefit for enrollments, the Employer agrees to provide Security Benefit additional data as reasonably requested for ongoing program operation, including without limitation verification of certain participant status changes, notification of Employee terminations or transfer into an employment classification no longer eligible for Plan participation, address changes, and identification of those employees who should be enrolled in the limited scope medical reimbursement program described in Section 1.3 of this Agreement, as applicable. All information provided to Security Benefit will be timely provided in an acceptable format, including electronic formats as required or requested by Security Benefit.
- 3.3 Remittance of Contributions. Employer agrees to promptly remit Plan contributions to Security Benefit, including contributions for the Medical Care and/or Dependent Care Flexible Spending Accounts, as applicable, and contributions for such other benefits as Security Benefit agrees to accept, whether or not provided for under the Plan, by Security Benefit under another plan or program, or other parties where Security Benefit has agreed to further remit such contributions. Contributions will be remitted in a manner acceptable to Security Benefit along with information required by Security Benefit to accurately allocate the contributions, all within the timing requirements

imposed by applicable law. Although Security Benefit may agree to accept contributions and allocation information from other parties designated by the Employer, such as a payroll vendor, the Employer will remain responsible for timely and complete remittance of contributions and oversight of any related legal compliance concerns.

- 3.4 **Claims Responsibility.** Security Benefit will process initial reimbursement claims under the Medical Care and/or Dependent Care Flexible Spending Accounts, as applicable, in a non-discretionary and ministerial manner, using reimbursement guidelines established in accordance with the Cafeteria Plan Requirements and the Employee Retirement Income Security Act of 1974, as amended, to the extent applicable to the Plan. The Plan Administrator or its appointed claims fiduciary(ies) will have the ultimate right and responsibility to review any appeal of a contested initial benefit claim determination made by Security Benefit. Security Benefit may seek guidance from the Plan Administrator or its appointed claims fiduciary(ies) with respect to the processing of any claim that does not fit squarely within such guidelines. Any departure specifically requested by the Employer in writing with respect to Security Benefit's routine claims determination procedures will be implemented by Security Benefit; provided, however, that if Security Benefit objects to the departure as inconsistent with the requirements of applicable law and Security Benefit reimbursement guidelines, the Employer will be solely liable for any increased compliance costs or expenses, penalties or fines, and/or other losses experienced by Security Benefit, the Employer, the Plan Administrator, participants and/or the Plan in connection with such requested departure.
- 3.5 **Designated Representatives.** The Employer will designate one or more representatives, as reasonably requested by Security Benefit, who will have the authority to bind the Employer and instruct Security Benefit with respect to Plan operation and administrative matters. Security Benefit will be entitled to rely on the authority of all designated representatives until it receives written notice of the revocation of the representative's authority.
- 3.6 **Retained Authority.** The Employer retains the right to take any discretionary action or make any discretionary decisions permitted or required to be taken under the Plan by the Employer, any designated Plan Administrator, and/or the delegates of either the Employer or such Plan Administrator. The Employer acknowledges that Security Benefit has only undertaken to perform the non-discretionary services specified in this Agreement, so that any other action permitted or required to be taken under the Plan may be taken by the Employer or such other person as the Employer may designate.

Section 4.0: Administration of Agreement.

- 4.1 **Term and Termination.** This agreement will have an initial term beginning on the effective date specified above through the end of the first full Plan Year (as set forth in the Plan) beginning on or after that date. During the initial term, this Agreement may be terminated early at the end of any Plan Year upon termination of the Plan. After the initial term, this Agreement will be automatically renewed for successive Plan years unless at least 90 days written notice is given to the other party prior to the commencement of any renewal term. This Agreement may be terminated upon at least 30 days notice for cause if at least 30 days notice describing the cause is given and the cause remains uncorrected at the end of such notice period.
- 4.2 **Fees.** For all services rendered under this agreement, Employer agrees to pay Security Benefit the Participant fees specified on the Fee Schedule attached to this Agreement as

Exhibit A. For additional or extraordinary services performed at the request of the Employer, Security Benefit may be paid such additional fees as Employer may specifically agree to pay. Upon such notice to the Employer as it may reasonably make, Security Benefit will be entitled to reimbursement of extraordinary expenses incurred (such as for the defense of claims made against the Plan, except for such expenses solely attributable to the acts or omissions of Security Benefit).

- 4.3 **Representations of Parties.** Security Benefit and the Employer both represent that they have the legal capacity to perform their duties hereunder, and further represent that they will perform their duties in a careful manner, giving appropriate attention to the accuracy of information provided to each other hereunder. Each party agrees to indemnify and hold the other harmless for all costs and expenses (including defense costs) incurred by the other party that arise out of claims based on the offending party's provision of inaccurate material information, breach of this Agreement, or failure to fulfill a material obligation applicable to the offending party under this Agreement. Any party seeking to enforce the obligations of this Section 4.3 will promptly notify the other of any asserted claim which may be covered by this Section and, upon the request of the other party, will tender the management and defense of the claim. No attorneys fees will be reimbursed unless the party seeking reimbursement has requested and obtained the consent of the other party to the counsel designated, which consent will not be unreasonably withheld. The Employer understands that, as a provider of non-discretionary administrative services, Security Benefit has not assumed the legal role of Plan Administrator for the Plan as set forth in the Employee Retirement Income Security Act of 1974 or any comparable state or local law. Except as specifically set forth herein, neither party will be responsible for the special, indirect or consequential damages of the other for any breach of this Agreement or claim arising hereunder.
- 4.4 **Limitation of Liability.** Each party's liability arising out of this Agreement shall be limited to the other party's direct damages. In no event shall either party be liable for punitive damages, loss of profit, goodwill or other special consequential damages suffered by the other party under or in relation to this Agreement whether in contract or tort, even if advised of the possibility of such damages.
- 4.5 **Assignments, Severability.** The Employer may assign the benefits of this Agreement to additional Employees and to affiliates, upon notice to Security Benefit. Employer acknowledges that Security Benefit may assign enrollment responsibilities to a Marketing Organization, and agrees that Security Benefit may assign other responsibilities to affiliates or subcontractors, without release of Security Benefit from any responsibility specified hereunder. This agreement will extend to the successors or either party. If any provision of this Agreement is found to be illegal, void or unenforceable, the remaining provisions will not be effected thereby, instead, it is the intent of the parties that the remainder of the Agreement will continue to be construed as enforceable and interpreted as nearly as possible in accordance with such remaining provisions.
- 4.6 **Entire Agreement, Amendments.** This Agreement represents the entire understanding and all undertakings of the parties, and all prior discussions and representations will be deemed merged herein. This Agreement will be supplemented (but not modified) by the course of dealing between the parties and may be formally amended by a writing executed by both parties. Notwithstanding the above, the parties recognize that Security Benefit may find it necessary to make certain enhancements and revisions to the Program from time to time, including amendments designed to comply with changes in the law applicable to a cafeteria plan governed by section 125 of the Code and/or the

Flexible Spending Accounts. To the extent necessary to comply with applicable law, Security Benefit may automatically amend its routine practices and procedures, this Agreement, including any applicable Business Associate Agreement provided at Exhibit B, and/or the Plan Document. The Employer will cooperate with Security Benefit in good faith to execute any necessary amendments and/or Plan documents in order to comply with legally required changes described above.

- 4.7 **Notices.** Any notice required or permitted to be given hereunder may be given in writing or electronically, in either case where delivery can be proven. Notice given by ordinary mail, return receipt requested with the receipt executed and returned, conclusively satisfies these requirements. Notice will be deemed given when sent to the address as follows, or such other address as may be provided by either party in writing (including electronically) in the future:

To Security Benefit: Security Benefit Life Insurance Company
Attn.: Employee Benefits
One Security Benefit Place
Topeka, Kansas 66636-0001
Fax: 866-477-6526
E-mail: ebdept@securitybenefit.com

With a copy to:
Security Benefit Corporation
One Security Benefit Place
Topeka, KS 66636-0001
Attn: General Counsel
Fax: (785) 438-3080
E-mail: legalnotice@securitybenefit.com

To Employer:
Rocklin Unified School District
Attention: Business Services
2615 Sierra Meadows Drive
Rocklin, CA 95677

- 4.8 **Governing Law.** This Agreement will be governed by the laws of the State of Kansas, except to the extent preempted by applicable Federal law.
- 4.9 **Third Party Beneficiaries.** There will be no third party beneficiaries to this Agreement, including without limitation participants enrolled in the Plan, the officers and employees of the Employer, and/or other third party service providers that may provide services in connection with the Plan.

IN WITNESS WHEREOF, authorized representatives of the Parties have executed this Agreement as of the date and time first specified above.

SECURITY BENEFIT LIFE INSURANCE COMPANY

Attn.: Employer Benefits
One Security Benefit Place
Topeka, Kansas 66636-0001
Phone: 888-473-5572
Fax: 888-473-5572

By: _____
Title: _____

EMPLOYER: Rocklin Unified School District

Address: 2615 Sierra Meadows Dr.
Rocklin, CA 95677

By: _____
Title: Deputy Superintendent

Phone: 916 630-2234
Fax: 916 624-7246

A Marketing Organization retained by Security Benefit, if any, may execute this Agreement below as an acknowledgement of it's acceptance of the enrollment responsibilities set forth in this Agreement.

MARKETING ORGANIZATION: _____

Address: _____

By: _____
Title: _____

Phone: _____
Fax: _____

Security *Flex 125* Program

EXHIBIT A

FEE AND EXPENSE SCHEDULE Security *Flex 125* Program

ONE-TIME SET-UP FEES	
<ul style="list-style-type: none">• Installation documents- Plan Documents- Plan Installation	Waived
SERVICE FEES*	
<ul style="list-style-type: none">• Annual Plan Fee- Plan-level recordkeeping- Employer reports	Waived
PARTICIPANT FEES*	
<ul style="list-style-type: none">• Monthly Participant Fee	\$2.00
EMPLOYEE INFORMATION AND COMMUNICATION FEE*	
<ul style="list-style-type: none">• Communication Materials- Enrollment kit, forms and program description- Enrollment and group presentations	Waived
ALEGEUS CARD FEE*	
<ul style="list-style-type: none">• Monthly Charge<ul style="list-style-type: none">○ Employee Card○ Dependent Card○ Lost or Stolen Card Fee	Waived Waived \$10.00 Replacement



SECURITY BENEFIT FLEXIBLE BENEFITS PLAN

ADOPTION AGREEMENT

Security Benefit Life Insurance Company and certain of its affiliates ("**Security Benefit**") provide administrative services related to flexible spending arrangements ("**FSAs**") offered through a cafeteria plan governed by section 125 of the Internal Revenue Code of 1986, as amended (a "**section 125 plan**"), through a separate service agreement(s) entered into by or on behalf of adopting employers ("**employers**"). This Adoption Agreement must be used in conjunction with the Security Benefit Flexible Benefits Plan Basic Plan Document (the "**Basic Plan Document**"), as described in greater detail below.

This Adoption Agreement consists of two parts, both of which set forth elections intended to supplement the Basic Plan Document. "**Part I**" includes elections that must be made by each employer with respect to its FSA(s), in order to direct Security Benefit with respect to proper administration of such FSA(s) and to provide the basic terms governing such FSA(s), including terms intended to reflect compliance with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "**Code**"), with respect to such FSA(s). To the extent that an employer elects only to complete Part I of this Adoption Agreement, the employer's elections under such Part I and the Basic Plan Document will make up the primary document governing its section 125 plan and references to the "**Plan**" and the "**Plan Document**" herein are intended to refer only to the employer's Part I elections and corresponding provisions of the Basic Plan Document. **In any event, Part I of this Adoption Agreement must be completed, signed, and dated by each employer and returned to Security Benefit for its review, in order to ensure that Security Benefit's administration of the FSA(s) is consistent with the Plan Document.**

"**Part II**" of this Adoption Agreement sets forth additional elections that an employer, in its sole discretion and on a strictly voluntary basis, may elect to complete with respect to other, non-FSA benefits offered under its general section 125 plan. To the extent the employer elects to complete Part II of this Adoption Agreement, in addition to the required elections under Part I, the employer's elections under both Parts and the Basic Plan Document will make up the primary document governing its section 125 plan and references to the "**Plan**" and the "**Plan Document**" herein are instead intended to refer only to the employer's Part I and II elections and corresponding provisions of the Basic Plan Document. **To the extent that an employer elects, at its option, to complete Part II of this Adoption Agreement, it should also sign and date Part II where indicated. However, Part II need not be returned to Security Benefit and will not be reviewed by Security Benefit for potential compliance issues.**

A copy of the current Basic Plan Document should be obtained from Security Benefit before an employer signs this Adoption Agreement, regardless of whether the employer elects to complete Part II of the agreement. Capitalized terms not defined herein will be defined in accordance with the Basic Plan Document.

The Plan Document is intended to address only those administrative provisions and concerns that directly relate to the provision of the FSAs, as applicable, and certain other health and welfare benefits ("**underlying benefits**") that may be offered through a section 125 plan, based on the employer's optional completion of Part II of this Adoption Agreement. However, certain provisions intended to address section 125 plan-related issues may also supplement or conflict with the terms that apply to underlying benefits

*offered by an employer. To the extent that the terms of one or more other plan documents adopted by an employer with respect to underlying benefits other than an FSA are inconsistent with the Plan Document, the terms of the other plan document(s) will govern, unless such plan document(s) specifically states otherwise. **Although the Plan Document is intended to reflect basic current laws applicable to a section 125 plan, Security Benefit is not responsible for oversight of compliance with any applicable laws by an employer, with respect to the Plan or underlying benefits, including without limitation any applicable provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Code, and/or state or local insurance or other laws (collectively, "Laws"). An employer who adopts this Adoption Agreement is solely responsible for ensuring that the Plan, any underlying benefits, and/or the employer comply with all applicable provisions of such Laws, both in operation and in form. These Laws may include, but are not limited to, provisions of ERISA that may require the preparation and distribution of a summary plan description to Plan participants, if applicable to the Plan, and Code or state law requirements that may require tax reporting and/or withholding with respect to benefits provided under the Plan, including benefits extended to domestic partners or same-sex spouses of participants. Any notes herein regarding potential legal consequences with respect to particular elections made by an employer should not be interpreted to address all such potential legal consequences under the Plan Document, including consequences with respect to other elections made by the employer under this Adoption Agreement.***

*The Plan Document is provided by Security Benefit for the convenience of the employer, in accordance with the service agreement(s) entered into by Security Benefit and such employer. Provision of the Plan Document is not intended as a substitute for the retention of legal counsel or for specific legal advice on a specific factual situation. **Each employer should consult its own counsel regarding the legal ramifications of adopting the Plan Document and the elections it makes under this Adoption Agreement.***

Rev. 04/2015

**SECURITY BENEFIT FLEXIBLE BENEFITS PLAN
ADOPTION AGREEMENT**

PART I

**TO BE COMPLETED, SIGNED, AND RETURNED TO SECURITY BENEFIT BY ALL
EMPLOYERS THAT HAVE ELECTED TO OFFER FLEXIBLE SPENDING
ARRANGEMENTS ADMINISTERED BY SECURITY BENEFIT**

General Employer and Plan Details

1. Employer Name: Rocklin Unified School District
2. Employer Address: 2615 Sierra Meadows Drive
Rocklin, CA 95677

3. Name and Title of Employer Contact: Diane Noonan

4. Employer's Tax ID #: 94 - 6002101
5. Last Day of Employer's Fiscal Year (month/date): 06 / 30
6. Telephone #: 916 630-2234
7. Plan Name: _____
8. Three Digit Plan Number (if applicable): _____
9. Adoption Agreement Effective Date (please complete (a) and (b)):
(a) Enter Date **[must be January 1, 2015, or later]**: 1/1/2016
(b) The Effective Date noted above is (check one option):
 The effective date for a new Plan; **or**
 An amendment and restatement of an existing Plan originally effective
[enter the Plan's original effective date]: 01/01/07
10. Plan Year (choose one):
 The calendar year; **or**
 An alternative twelve-month period beginning on _____ / _____ (mo/day) and
ending on _____ / _____ (mo/day) of the following year.

[The Code may permit the Plan to utilize a temporary short Plan Year, in order to accommodate a change to the existing Plan Year. Only complete the following option if the Employer wishes to use a short plan year under these rules]

___ A short Plan Year will apply from ___ / ___ / ___ (mo/day/yr) until ___ / ___ / ___ (mo/day/yr), after which the "Plan Year" will be (choose one) (a) ___ the calendar year or (b) ___ an alternative twelve-month period beginning on ___ / ___ (mo/day) and ending on ___ / ___ (mo/day) of the following year.

11. Other Participating Employers (choose one):

- No employers other than the one listed in Item 1 above participate in the Plan.
- Eligible Employees of the following affiliates of the Employer will be permitted to participate in the Plan, as of the effective date(s) listed below. **[Please indicate each participating employer below, adding additional sheets as necessary.]**

<u>Name of Affiliate</u>	<u>Effective Date of Participation</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Employers who elect to allow their affiliates or other entities to participate in the Plan should consult counsel regarding the legal consequences of such an election.

Flexible Spending Arrangements ("FSAs")

12. The Employer elects to offer the following Flexible Spending Arrangement(s), in accordance with Exhibit A and/or B of the Basic Plan Document (check appropriate box(es)):

- Medical Care Expense Reimbursement Plan
- Dependent Care Expense Reimbursement Plan

FSA Eligibility, Elections, and Contributions

13. Employee Eligibility (Age and Service) Requirements:

All otherwise eligible Employees are eligible to participate in the FSA(s)

OR

- A Minimum age requirement of ___ applies (not to exceed age 21)
- A Minimum service requirement of ___ months **or** ___ year (not to exceed one year)

14. Eligible Classes of Employees (choose the first option or indicate the Employer's choices under the second option):

All Employees of the Employer are eligible to participate in the FSA(s)

OR

The following individuals are excluded from participation in the FSA(s) (check appropriate box(es)):

Individuals classified by the Employer as part-time employees ineligible for coverage under a Benefit Component

Individuals classified by the Employer as a temporary employee

Leased employees within the meaning of section 414(n) of the Code or individuals determined by the Employer to be an independent contractor

Individuals whose terms and conditions of employment are governed by a collective bargaining agreement, unless the agreement provides for his coverage under a Benefit Component

Individuals who are nonresident aliens with no United States source income

Other (describe): _____

15. Recognized Change in Status Events under Section 4.2 of the Basic Plan Document (choose the first option or indicate the Employer's choices under the second option):

Participants will be permitted to change their FSA participation elections mid-year based on a Change in Status, to the full extent allowed under the Code

OR

Mid-year changes to FSA elections will only be permitted based on the following Change in Status events (check appropriate box(es)):

Events that change an Employee's legal marital status, including marriage, death of Spouse, divorce, legal separation, or legal annulment

Events that change an Employee's number of Children, including birth, adoption, placement for adoption, or death of a Child

Any change in employment status of the Employee or his Spouse or Dependents eligible to participate in the Plan that affects the eligibility of the Employee to participate in the Plan or a particular Benefit Component or the eligibility of such Spouse or Dependent to participate in an employee benefit plan maintained by his employer, in accordance with Section 4.2(c) of the Basic Plan Document

An event that causes a Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance as may be provided in an applicable Benefit Component

A change in the place of residence or work of the Employee, Spouse, or Dependent

A loss of eligibility for health coverage that gives rise to the special enrollment rights provided in section 9801(f) of the Code

An election change made by the Spouse, former Spouse, or Child under another employer-sponsored plan, including an annual enrollment election or

a permissible change in status election under such plan that results in a gain or loss of coverage under such plan

_____ With respect to an election to revoke coverage in a Benefit Component that provides group health coverage (other than the Medical Care Expense Reimbursement Plan) only, a reasonably expected reduction in hours of the Employee below 30 hours per week on average, regardless of whether such reduction would result in a loss of coverage under such Benefit Component, provided, that the Employee reasonably expresses his intent to enroll himself and any of his Covered Dependents who lose coverage under such Benefit Component in minimum essential coverage, as described in IRS Notice 2014-55, with such coverage to become effective no later than the first day of the second month following the month that includes the date that coverage in the applicable Benefit Component is revoked

_____ With respect to an election to revoke coverage in a Benefit Component that provides group health coverage (other than the Medical Care Expense Reimbursement Plan) only, an annual or special enrollment period under the health insurance market place exchange where the Employee reasonably expresses his intent to enroll himself and any of his Covered Dependents who lose coverage under such Benefit Component in health coverage under the health insurance market place exchange, as described in IRS Notice 2014-55, with such coverage to become effective no later than the day immediately following the day that coverage in the applicable Benefit Component is revoked

_____ Any other event for which the Plan Administrator will permit a change or revocation of a Covered Person's election under this plan pursuant to regulations and rulings of the IRS

Notwithstanding the selected option(s) above, in all cases, Participants will be permitted to make required election changes with respect to a HIPAA Special Enrollment Event, to the extent required by applicable law, as set forth in Section 4.1(b) of the Basic Plan Document

16. Compensation

For purposes of determining Participant FSA contributions as set forth in Section 5.1 and Exhibits A and B of the Basic Plan Document, as applicable, "Compensation" will be determined as follows (chosed the first option or indicate the Employer's choices under "Exclusions" and "Special Inclusions" below):

No exclusions or special inclusions will apply (i.e., Compensation will be defined as provided in Section 2.14 of the Basic Plan Document)

OR

Exclusions

The following items will be excluded from Compensation (check appropriate box(es)):

- _____ Overtime
- _____ Bonuses
- _____ Commissions
- _____ Length of Service Payments

Severance Payments
 Other (describe): _____

Special Inclusions

The following items will be included in Compensation (check appropriate box(es)):

Employer contributions to Social Security
 Contributions to any retirement plan or program sponsored by the Employer
 Value of fringe benefits provided at the Employer's expense
 Other (describe): _____

17. Optional Retroactive Enrollments (choose one):

Eligible new hires **will be permitted** to enroll in the FSA(s) retroactively after the date of hire, in accordance with Section 3.3(e) of the Basic Plan Document
 The Plan **does not permit** retroactive enrollments described above

Flexible Spending Arrangements

18. Use of Forfeitures

FSA forfeitures will be used for the following purposes (choose one):

Such forfeitures will be retained by the Employer
 Such forfeitures may be used to defray expenses of administering the Plan

Medical Care Expense Reimbursement Plan ("MCERP") Elections

[This Section must be completed by each Employer that elects to offer an MCERP. References to "Exhibit A" below are intended to refer to Exhibit A of the Basic Plan Document.]

19. Contribution Limitations (choose one):

A Participant may elect to contribute no less than \$120 and no more than the applicable limit provided for under the Code, as it may be adjusted from time to time, to a Medical Care Reimbursement Account ("MCRA") each Plan Year
 A Participant's contribution elections for the Plan Year will be subject to the following limits (complete applicable box(es)):

A minimum contribution amount of \$ _____ (must be at least \$120)

A maximum contribution amount of \$ _____ (cannot exceed the current IRS limit applicable to MCERP contributions)

[The contribution limitations reflected above do not include any carryovers permitted under Item 21 below]

20. The Employer (choose one option) **will** or **will not** permit individuals serving qualified military duty to receive a "qualified reservist distribution" with respect to otherwise unused amounts in their MCRAs, in accordance with Exhibit A.

21. For purposes of determining when forfeitures occur with respect to any contributions made to a Participant's MCRA during a Plan Year, the following rules will apply (select only one of the options provided under (a), (b), and (c) below):

- (a) _____ A Participant must use any amounts contributed to an MCRA by the last day of the Plan Year with respect to which they are contributed to the MCRA.
- (b) X A Participant will be permitted to use the applicable carryover amount indicated directly below that was contributed to the Participant's MCRA during a Plan Year and that remains unused at the end of such Plan Year for otherwise eligible Medical Expenses, incurred during the immediately following Plan Year, in accordance with Exhibit A.

[Employers electing this option (b) must choose one of the following options]

The maximum applicable carryover amount will be:

- _____ equal to the maximum amount permitted by IRS rules, as it may be adjusted from time to time
- X up to \$ 500 (cannot exceed the maximum amount permitted by IRS rules)

- (c) _____ A Participant will be permitted to use any unused amounts contributed to the Participant's MCRA during a Plan Year that remain in such MCRA at the end of the Plan Year for otherwise eligible Medical Expenses incurred during a 2&1/2 month grace period immediately following the end of such Plan Year, in accordance with Exhibit A.

Employers who sponsor a high deductible health plan that would permit participation in a health savings account should consult counsel regarding the potential consequences of electing the carryover or grace period options provided above.

22. The Employer (choose one option) X **will** or _____ **will not** permit certain electing participants to participate in a limited scope medical reimbursement program, under which they may only be reimbursed for qualifying dental and vision expenses, in accordance with Exhibit A.

[If the Employer elects to provide a limited scope program described above and has also elected to permit carryovers under Item 21.b above, the Employer must also choose one of the following three options]

X A Participant who is otherwise eligible to carryover an amount under the MCERP to a subsequent Plan Year, in accordance with Item 21.b. above, and who has elected coverage under a high deductible health plan option offered by the Employer with respect to such subsequent Plan Year (regardless of whether the Employer also facilitates the Participant's contributions to a Health Savings Account), will be deemed to have elected to carryover the applicable amount to a limited scope program for such subsequent Plan Year;

_____ A Participant who is otherwise eligible to carryover an amount under the MCERP to a subsequent Plan Year, in accordance with Item 21.b. above, and who will participate in a limited scope program during such subsequent Plan Year, will be given the opportunity to affirmatively elect to carryover such amount to such limited scope program prior to the end of the initial Plan Year (*i.e.*, the first Plan Year to

which the carryover amount relates). Participants who do not make such an election on a timely basis will be deemed to have elected to waive carryover of otherwise eligible amounts from a non-limited scope medical reimbursement program (i.e., the general MCERP offered by the Employer); or

_____ Other (describe): _____

[Employers electing to provide such a limited scope program are also permitted (but not required) to make the following election]

_____ A Participant who has elected to participate both in the MCERP and in a high deductible health plan coverage option offered by the Employer during the same Plan Year (regardless of whether the Employer also facilitates the Participant's contributions to a Health Savings Account) will be automatically deemed to have elected to participate in the limited scope medical reimbursement program described above.

This election option is designed to ensure that an Employee who may wish to contribute to a Health Savings Account remains eligible to do so, by excluding such Employees from participation in a full-scope medical FSA.

Notwithstanding anything to the contrary above, it is the responsibility of the Employer or the Plan Administrator (as defined generally in the Basic Plan Document, rather than in Exhibit A) to determine whether a Participant should be enrolled in the limited scope program described above, and to communicate the appropriate enrollment information to Security Benefit. Employers electing to provide limited scope programs should consult counsel regarding potential legal consequences.

23. For purposes of determining Medical Expenses that are otherwise eligible for reimbursement under Exhibit A, the Plan (choose one option) _____ will or X will not reimburse expenses incurred by a Participant's Domestic Partner who qualifies as the Participant's federal tax dependent, as described in Exhibit A

Dependent Care Expense Reimbursement Plan ("DCERP") Elections

[This Section must be completed by each Employer that elects to offer a DCERP. References to "Exhibit B" below are intended to refer to Exhibit B of the Basic Plan Document.]

24. For purposes of determining when forfeitures occur with respect to any contributions made to a Participant's Dependent Care Reimbursement Account ("DCRA") during a Plan Year, the following rules will apply (select only one of the options under (a) and (b) below):

(a) X A Participant must use any amounts contributed to a DCRA by the last day of the Plan Year with respect to which they are contributed to the DCRA.

(b) _____ A Participant will be permitted to use any unused amounts contributed to the Participant's DCRA during a Plan Year that remain in the DCRA at the end of the Plan Year for otherwise eligible Employment-Related Dependent Care

Expenses incurred during a 2&1/2 month grace period immediately following the end of such Plan Year, in accordance with Exhibit B.

25. For purposes of determining who is a "Qualifying Dependent" under Exhibit B, the Plan (choose one option) ___ will or X will not recognize a Participant's Domestic Partner who qualifies as the Participant's federal tax dependent, as described in Exhibit B, as a Qualifying Dependent.

[remainder of page intentionally left blank]

By signing this Part I of the Adoption Agreement, the Employer indicated herein hereby adopts such Part I and the Basic Plan Document as the document governing its Plan and acknowledges that it has had an opportunity to have these documents reviewed and revised by its counsel. The Employer further acknowledges that it has read and understood the terms of the Plan Document, including without limitation the terms outlined at the beginning of this Adoption Agreement and the Employer's obligations regarding Plan legal compliance. Such compliance obligations include, but are not limited to, deducting appropriate income and employment taxes from an Employee's pay and reporting amounts collected under this Plan in accordance with all applicable tax laws.

The administrative services to be performed by Security Benefit with respect to the MCERP and/or DCERP elected by the Employer under this Part I of the Adoption Agreement, as applicable, and any other administrative services Security Benefit may agree to perform on behalf of the Plan and/or for the Employer from time to time, will be governed by a separate service agreement(s) entered into between Security Benefit and the Employer. Among other items, such service agreement(s) is intended to govern the specific legal obligations, responsibilities, and liabilities of Security Benefit and the Employer, respectively, with respect to Security Benefit's performance of such services.

Finally, the Employer understands that it may also complete Part II of this Adoption Agreement, on an optional basis and in its sole discretion, as described at the beginning of this Adoption Agreement. The Employer is only asked to return a signed copy of this Part I of the Adoption Agreement to Security Benefit. Any optional elections reflected in a completed and signed Part II of this Adoption Agreement, as applicable, will not be reviewed by Security Benefit.

Part I of this Adoption Agreement and the corresponding provisions of the Basic Plan Document are hereby adopted this 22 day of October, 2015.

Employer Representative:

By: _____
Printed Name: Barbara Patterson
Title: Deputy Superintendent, Business & Operations

Please return a signed copy of Part I of this Adoption Agreement to Security Benefit for its review and signature, as indicated below.

Security Benefit has received and reviewed a copy of the Employer's elections in this Part I of the Adoption Agreement.

Security Benefit Life Insurance Company

By: _____
Printed Name: _____
Title: _____
Date: _____

ROCKLIN UNIFIED SCHOOL DISTRICT

Item 12.18
CONSENT
October 21, 2015

BOARD AGENDA BRIEFING

SUBJECT: Approve Proposal with Rainforth-Grau Architects for Architectural Services at the District Office

DEPARTMENT: Senior Director – Facilities, Maintenance & Operations

Background:

In order to accommodate existing and future growth, the District has the need for architectural services for additional space at the District Office.

Status:

A contract proposal with Rainforth-Grau Architects has been prepared and is presented to the Board for approval.

Presenter:

Craig Rouse, Senior Director Facilities, Maintenance & Operations

Financial Impact:

Current year:

Future years:

Funding source: Fund

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

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

Packet Information:

Proposal with Rainforth-Grau Architects.

Recommendation:

Staff recommends Board approval of the proposal with Rainforth-Grau Architects for architectural services as to design additional space as needed, and authorize the Superintendent or his designee to sign on its behalf.

ROCKLIN UNIFIED SCHOOL DISTRICT

Facilities, Maintenance and Operations

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

INDEPENDENT CONSULTANT AGREEMENT

For Professional Services

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 15th day of October, 2015 by and between the Rocklin Unified School District, 2615 Sierra Meadows Drive, Rocklin, California 95677 ("District") and Rainforth Grau Architects ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

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

1.1 Design Services for the District Office

The scope of services is more specifically indicated on **Exhibit "A"** Proposal No. from Rainforth Grau Architects and is subject to the terms and conditions of this Agreement, as well as ~~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"):

District Office

- ~~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

<u> X </u>	Fingerprinting/Criminal Background Investigation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form

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

4. **Compensation.** As full consideration for the satisfactory completion of the services required pursuant to this Agreement, District agrees to pay Consultant on an hourly basis and/or a per unit basis, as indicated in Exhibit "A" equal to an amount not to exceed Twenty Six Thousand (\$26,000). 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 As shown in Exhibit "A".
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
ATTN: Senior Director Facilities, Maintenance
and Operations

Consultant:

Rainforth Grau Architects
2407 J Street, Suite 202
Sacramento, CA 95816
ATTN: Jeffrey Grau

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: 10-15, 2015

Rocklin Unified School District

Rainforth Grau Architects

By: _____

By: 

Print Name: Barbara Patterson

Print Name: Jeffrey Grau

Print Title: Deputy Superintendent
Business Services

Print Title: Principal

Information regarding Consultant:

Consultant: Rainforth Grau Arch

License No.: C14648

Address: 2407 J ST, STE 202
SAC, CA 95816

Telephone: 916 368-7990

Facsimile: —

E-Mail: JERALD@RAINFORTHGRAU.COM

Type of Business Entity:

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

68-0234378 :

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.

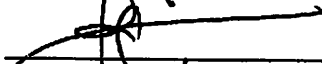
Date:

10-15-15

Name of Consultant or Company:

Rainforth Gray Architects

Signature:



Print Name and Title:

Jeffrey Gray, Principal

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

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

Date: _____
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: _____ 10-15-15
Name of Consultant or Company: Rainforth Grau Architects
Signature: _____
Print Name and Title: Jeffrey Grau, Principal

EXHIBIT "A"

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

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

EXHIBIT "A"



October 14, 2015

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

Attention: Craig Rouse, Senior Director of Facilities

Subject: **Proposal for Architectural Services
District Office Interior Modifications**

Dear Craig:

Thank you for the opportunity to submit our proposal for architectural services for the District Office interior modifications.

Scope of Work: Construct two (2) new offices and one (1) conference room in existing open office space within Business Services. Work includes:

- Removal of existing drywall soffit and related demolition as required to accommodate new work
- Modification to existing wall and windows to accommodate new work
- New interior walls and finishes to match existing; carpet to be protected in place and saved
- New suspended ceiling system inside new rooms
- New interior doors and interior windows to match existing
- Modification to HVAC ducting (no change to systems and controls)
- Modifications to lighting, power and low voltage systems
- Site improvements for ADA including parking space and signage, drop-off and path of travel (DSA will require 20% expenditure beyond TI cost for ADA upgrades)

Exclusions: Scope of work excludes:

- Structural changes
- Work in other portions of building
- ADA beyond work indicated above
- Exterior work if needed
- Other work not specifically indicated above
- Destructive investigation and testing to verify and confirm existing conditions
- Work related to identifying or removing hazardous materials (assumed clear due to age of building)

October 14, 2015
Proposal for Architectural Services
District Office Interior Modifications
Page 2

Scope of Services: We will provide the following:

- Review of available record drawings as provided by the District
- Visual review and confirmation of existing building conditions
- Schematic plan for District review and verification
- Construction documents and specifications
- DSA submittal and plan approval
- Bidding documents
- Assist with bid process and answer questions as needed
- Construction administration
- DSA close-out and certification

Additional Services:

When services not noted above are found necessary, Architect shall present a written proposal listing the specific additional services and fee associated therewith. Client's signature applied thereto will indicate acceptance of Architect's proposal for Additional Services.

Exclusions:

- Geotechnical investigation and report (not needed)
- Hazardous materials testing (assumed not needed)
- CEQA / environmental review
- DSA fees, inspection fees, testing, etc.

Budget: As an initial budget, I would use \$75,000 for improvement construction only. ADA improvements will add \$15,000. You should therefore budget approximately \$90,000 for construction. This is due to the small nature of the project, the quality of finish and the current bidding climate. This does not include a new HVAC unit and based on our plan review it will not be needed.

Consultants: Our consultant team will include:

- Warren Consulting Engineers for ADA site improvements
- CECI for mechanical
- Harry Yee & Associates for electrical
- No other consultants are included

Contract: We will submit our standard short-form contract for review.

Fee: For the services and scope of work described we propose an hourly not-to-exceed maximum fee of \$26,000. We realize this is proportionately high; however required consultant services and documents for DSA requires significant time and effort. We will be as efficient as possible.

Schedule: We understand the desire to move this as quickly as possible and will work out a schedule with you to try and meet your needs.

**October 14, 2015
Proposal for Architectural Services
District Office Interior Modifications
Page 3**

If this proposal is acceptable, please advise and we will submit the contract form for signature.

And thank you for this opportunity to continue providing services to the Rocklin Unified School District.



**Jeffrey Gau
Principal Architect**

c:\users\jag\Desktop\proposal - rocklin do it.docx

FEE SCHEDULE "W"
Effective July 22, 2013

Architectural:

Principal Architect	\$	190.00/hour
Associate Architect	\$	175.00/hour
Senior Architect	\$	165.00/hour
Architect	\$	160.00/hour
Project Manager	\$	150.00/hour
Designer	\$	130.00/hour
Job Captain	\$	130.00/hour
Interior Designer	\$	130.00/hour
Intern Graduate	\$	95.00/hour
Clerical	\$	85.00/hour

Consultants: Consultant Billing x 115%

Other: Vehicle use (mileage): No Charge

Zone or Long Distance phone calls: No Charge

Mailing: No charge EXCEPT for "special express handling" when requested or necessary, which is billed at cost.

Printing: No charges for "in-house" or consultants check prints. Agency prints, Owner/Owner's Representative prints, Bid Documents, Submittals/Shop Drawings, Record Drawings and request prints are billed at printing invoice x 115%.

Fees Advanced: All fees paid in advance by the Architect will include a \$40.00 Processing and Handling Fee.

EXHIBIT "B"

SEE ATTACHED FULLY COMPLETED DSA-103 FORM FOR EACH PROJECT.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Agreement and Stipulation for Expulsion

DEPARTMENT: 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 102115-01 from the Rocklin Unified School District. An Administrative Hearing Panel was held on September 25, 2015 which agreed that sufficient evidence existed to expel Student 102115-01. Parent contacted the district on September 30, 2015 to inquire how to expedite enrolling pupil at another school. To allow access to the Placer County Office of Education's program, all parties signed the *Agreement and Stipulation for Expulsion* on October 2, 2015, certifying that they have been made fully aware of their rights afforded by law and have freely executed the Agreement. Pupil is currently enrolled in the Placer County Office of Education Pathways Program.

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:

Ms. Alber

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 102115-01.

ROCKLIN UNIFIED SCHOOL DISTRICT

Item 13.1
ACTION
October 21, 2015

BOARD AGENDA BRIEFING

SUBJECT: Appoint Deputy Superintendent, Educational Services
DEPARTMENT: Office of the Assistant Superintendent, Human Resources

Background:

A thorough search has been conducted to fill the position of Deputy Superintendent of Educational Services. Five candidates were interviewed by a panel of 11 on Thursday, October 15, 2015. Final candidates were then interviewed by the Superintendent's Cabinet on Monday, October 19, 2015.

Status:

Staff has identified and is prepared to present a candidate for appointment as the new Deputy Superintendent, Educational Services.

Presenter:

Colleen Slattery, Assistant Superintendent, Human Resources

Financial Impact:

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

Materials/Films:

None

Other People Who Might Present:

None

Allotment of Time:

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

Packet Information:

None

Recommendation:

Staff recommends the appointment of a new Deputy Superintendent of Educational Services, effective as soon as possible.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Appoint Chief of Communications and Community Engagement

DEPARTMENT: Office of the Assistant Superintendent, Human Resources

Background:

On September 2, 2015 the job description of the Coordinator of Family and Community Engagement and Strategic Planning was revised to encompass existing needs of the District and renamed Chief of Communications and Community Engagement. A thorough recruitment process has been conducted to fill the position. Nine candidates were interviewed by a panel of nine on Tuesday, October 13, 2015. Two final candidates were then interviewed by the Superintendent's Cabinet on Friday, October 16, 2015.

Status:

Staff has identified and is prepared to present a candidate for appointment as the new Chief of Communications and Community Engagement.

Presenter:

Colleen Slattery, Assistant Superintendent, Human Resources

Financial Impact:

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

Materials/Films:

None

Other People Who Might Present:

None

Allotment of Time:

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

Packet Information:

None

Recommendation:

Staff recommends approval of the appointment of a new Chief of Communications and Community Engagement, effective as soon as possible.

ROCKLIN UNIFIED SCHOOL DISTRICT

Item 13.3
ACTION
October 21, 2015

BOARD AGENDA BRIEFING

SUBJECT: Accept Joint 2015-16 Initial Contract Proposal from District and CSEA and set Public Hearing for November 18, 2015

DEPARTMENT: Office of the Assistant Superintendent, Human Resources

Background:

During the 2013-14 Negotiations, an agreement was reached extending the 2013-14 Contract Agreement through June 30, 2016. Within that agreement, both parties agreed to negotiations guidelines through 2016. Because 2014-15 Agreement contains only wages and benefits, it is being presented (Sunshined) as openers for 2015-16 negotiations between CSEA and the District. CSEA has formally requested (Sunshined) its proposal for negotiations for the next contract year.

Status:

District staff and CSEA leadership jointly present the attached agreement as a joint proposal for acceptance by the Board of Trustees for the 2015-16 contract year. If the proposal is accepted, staff recommends a public hearing be scheduled for November 18, 2015. 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:

Tiffany Pelkey, President and Bargaining Chair, California School Employees Association

Allotment of Time:

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

Packet Information:

A copy of CSEA's proposal and a copy of the Memorandum of Understanding between CSEA and the District, entered into on April 18, 2013, which details negotiations guidelines and items to be negotiated for 2015-16.

Recommendation:

Staff recommends the Board accept District and CSEA joint initial contract proposal for 2015-16 and schedule a Public Hearing for November 18, 2015.



AFL-CIO

California School Employees Association

8217 Auburn Boulevard
Citrus Heights, CA 95610

(916) 725-1188
(800) 582-7314
FAX: (916) 725-3735

www.csea.com

Member of the AFL-CIO

*The nation's largest
independent classified
employee association*



September 17, 2015

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

RE: CSEA Public Notice Letter – Initial Proposal 2015-2016

Dear Superintendent Stock:

Pursuant to Government Code Section 3547, the California School Employees Association, and its Rocklin Chapter #773 (CSEA) hereby present its reopeners Initial Proposal for 2015-2016 year as follows:

1. Article 25 **Salary**- CSEA intends to negotiate a fair and equitable increase to the salary schedule for all bargaining unit members.
2. Article 26 **Health, Welfare and Retirement Benefits**- CSEA intends to negotiate a fair and equitable increase to health and welfare benefits.
3. Article 3 **Union Rights** –CSEA seeks to modify and add language to the Union Rights Article of the current collective bargaining agreement.

In order to comply with public notice requirements, please present CSEA's Initial Proposal at the next scheduled School Board Meeting. After completion of public notice requirements by CSEA and the District, CSEA is prepared to meet and begin negotiations.

If there are any questions regarding this notice, please feel free to contact me at (916) 727-7315 or by email at rfriesen@csea.com.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Ryan Friesen
Labor Relations Representative

RF/pm

c: Field Director; Area A Director; Regional Representative #57; Chapter President #773; File


**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:

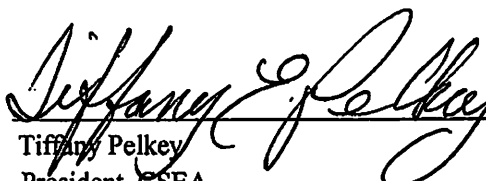
- A. For the current July 1, 2011 – June 30, 2014 collective bargaining agreement (Agreement) between the parties:
- a. 2012-2013 school year: The District will pay a one-time \$1,000 off schedule health benefit increase offset, to each FTE CSEA employee active as of April 1, 2013, pro-rated, to be paid 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: Approve Certificated Substitute Daily Rate Increase Proposal

DEPARTMENT: Office of the Assistant Superintendent, Human Resources

Background:

The District provides substitute teachers for certificated staff when absent from the classroom for a variety of reasons. The 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.

Status:

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.

Presenter:

Matt Murphy, Director of Personnel Services

Financial Impact:

Current year: \$275,000 (Recommended daily rate of \$115)
Future years: N/A
Funding source: Multiple, depending on need for substitute

Materials/Films:

Powerpoint Presentation

Other People Who Might Present:

None

Allotment of Time:

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

Packet Information:

-Placer County Consortium substitute teacher rates sheet
-Power Point Presentation

Recommendation:

Staff recommends approval of the Certificated Substitute Daily Rate increase to \$115 per day effective October 26, 2015.



**Placer County School District
Substitute Teacher Salary Schedule
2015-2016**

SCHOOL DISTRICT	DAILY RATE	HALF-DAY RATE	LONG-TERM RATE (Requires full teaching credential)
ACKERMAN CHARTER DISTRICT	\$100.00	\$50.00	NEGOTIABLE
ALTA-DUTCH FLAT ELEM	\$100.00	\$55.00	\$110.00
AUBURN UNION ELEM	\$90.00 Elementary School \$100.00 EV Cain Middle School	\$55.00 Elementary School \$60.00 EV Cain	\$234.72 Elementary School \$234.72 EV Cain
COLFAX ELEM	\$100.00 Level I \$110.00 Level II*	\$50.00 Level I \$55.00 Level II* * Level II is 20.5 + days (need not be consecutive) No half-day rate for Iowa Hill School	\$100.00 (1-10 consecutive days in same class) \$120 per day (11-30 consecutive days in same class)
IOWA HILL ELEM SCHOOL	\$100.00 Level I \$110.00 Level II*		\$130 per day (31+ consecutive days in same class)
DRY CREEK JOINT ELEM	\$115.00 \$29.69 Hourly Rate for Home School Teachers:	\$57.50 (1-10 (days) \$67.50 (11-20 days) \$103.93 (21+ days)	\$115.00 (1-10 days) \$135.00 (11-20 days) \$207.86 (21+ days)
EUREKA UNION	\$100.00	\$50.00	\$110.00 (21+ days)
FORESTHILL UNION	\$110.00	\$55.00	Negotiable
HORIZON CHARTER SCHOOL	\$125.00 (1-25 days)	\$60.00 (1-25 days) \$80.00 (1/2 day 26+ consecutive days)	\$160.00 (26+ consecutive days)
LOOMIS UNION ELEM	\$90.00 (1-25 days) \$110 (26-50 days) \$125 (51+ days)	\$50.00 (1-25 days) \$55 (26-50 days) \$62.50 (51+ days)	\$90 (1-10 consecutive days) \$235.07 (11+ consecutive days)
MARIA MONTESSORI CHARTER ACADEMY	\$110.00	\$55.00	\$140.00
NEWCASTLE ELEMENTARY	\$90.00 (1-15 days)	\$50.00 am \$40.00 pm	\$115.00 (16+ days) \$64.00 (½ day am) \$51.00 (½ day pm)
Placer County Office of Education	\$100.00	\$60.00 \$81.00 (21+days)	\$135.00 (21+ days)
PLACER HILLS UNION ELEM	\$90.00 \$100.00 (21+ days)	\$45.00 \$50.00 (21+ days)	\$125.00 (30+ days)
PLACER UNION HS DISTRICT	\$53.00 (1-1 ½ blocks) * \$71.00 (2-2 ½ blocks) * \$85.00 (3-3 ½ blocks) * \$100 (4 blocks) *	\$71.00 (2-2 ½ Blocks) * Incentive pay is given for 21 or more days.	\$130.00 (15+ consecutive days for same teacher)* Full-Time
ROCKLIN ACADEMY	\$110.00 \$120.00 (1-20 consecutive days in same classroom)	\$55.00	\$200.00 (long-term sub 21+days in same classroom)
ROCKLIN UNIFIED	\$90.00 Level I (1-20 days) \$110.00 Level II (1-20 days)	\$45.00 Level I \$55.00 Level II	Level I & II \$188.00 (21+ days)* (*21 days or more in the same assignment constitutes long term substitute)
ROSEVILLE CITY ELEM	\$110.00	\$55.00	\$210.51 (21+ days) in same assignment
ROSEVILLE JOINT HS DIST	\$100.00-\$110.00 \$120.00 (15+ days consecutive in same assignment)	\$25.50-\$27.00 per period	Temporary teacher is hired for semester-long assignment
TAHOE TRUCKEE	\$115.00	\$57.50	\$130.00 (11+ days)
WESTERN PLACER UNIFIED	\$115.00	\$69.00 Max pay not to exceed \$115.00 per workday	\$115.00 per day, \$69 per half day (1-20 consecutive days) \$150.00 per day, \$75 per half day (21+ consecutive days)

**CERTIFICATED
SUBSTITUTES
DAILY RATE INCREASE
PROPOSAL**

**Rocklin Unified School District
Board of Trustees Meeting
October 21, 2015**

**Matt Murphy
Director of Personnel Services**



Overview of Presentation

- R.U.S.D Strategic Plan/LCAP
- Changing Landscape of Need
- Current State of Affairs
- Estimated Costs
- Other Efforts
- Recommendation
- Next Steps

R.U.S.D. Strategic Plan/LCAP

Strategy #3: We will continuously build individual and organizational capacity, and seek additional resources and partnerships to fulfill our mission.

- Create and implement a plan for blended professional development.

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

R.U.S.D. Strategic Plan/LCAP

Implementation

- Educational Services Professional Development Three Year Plan
- Special Education Study
- LCAP Actions

Changing Landscape of Need

- **Smaller pool of substitutes for all districts due to a stronger economy**
- **Other districts moving forward with Professional Development as a strategy to close the achievement gap – drawing on an already smaller pool of substitutes**
- **Out of twenty districts/charter schools in local region, Rocklin and four other districts have the lowest daily rate**

Current State of Affairs cont.

Weekly Snapshot

Date	# Needed	#Filled	Difference	Notes
9.14	79	78	-1	9 subs for Strat. Planning, 15 subs NCI
9.15	94	88	-6	9 subs for Strat. Planning, 16 subs WIAT Training
9.16	105	99	-6	35 subs Gr. 2 Math, 7 Subs GO
9.17	111	102	-9	cancel 6 teachers from Writers Workshop
9.18	110	101	-9	cancel 5 teachers from 3rd grade Math workshop

Current State of Affairs cont.

Daily Certificated Substitute Pay by District/Charter Schools 2015-2016

Horizon \$125

Dry Creek \$115

Tahoe \$115

Western Placer \$115

Foresthill \$110

Maria Mont. \$110

Rocklin Academy \$110

Roseville Elem. \$ 110

Roseville Jt. \$110

Ackerman \$100

Alta-Dutch \$100

Colfax \$100

Eureka \$100

PCOE \$100

Placer Union HS \$100

Auburn Elem \$90

Loomis \$90

Newcastle \$90

Placer Hills Elem \$90

Rocklin \$90

Current State of Affairs cont.

- Current Pool of Substitutes 347
- Dedicated Substitutes 33
- Average % of Pool working in Rocklin 25%
- Daily Rate \$90 ½ day rate \$45
- Last rate increase 2007

Current State of Affairs cont.

Current Estimated Costs – 2014 to Present

Sick, PN, PND \$413,685

Professional Development \$196,907

Total \$610,592

Estimated Costs to Raise Substitute Pay

		<u>2015-2016</u>	<u>2020-2021*</u>
\$5 increase	\$95	\$55K	\$97K
\$10 increase	\$100	\$110K	\$194K
\$15 increase	\$105	\$165K	\$291K
\$20 increase	\$110	\$220K	\$388K
\$25 increase	\$115	\$275K	\$485K
\$30 increase	\$120	\$330K	\$582K

* Full Implementation of STRS contribution increase

** Classified substitute positions daily rate of pay increases along with negotiated salary increases**

Other Mitigating Efforts to Improve Substitute Coverage

2015 – 2016:

- Google Professional Development Calendar
Google Calendar Training
- Educational Services adjusting Professional Development Delivery Models
- Efforts by Director of Personnel and Human Resources Technician to address needs on high substitute volume days
- Increased communication to departments and sites
- Weekly and monthly reports provided to Cabinet regarding unfilled jobs, canceled jobs

Recommendation

- Increase daily rate for ALL substitutes to \$115 effective October 26th, 2015
- Eliminate “Dedicated Substitute” category
- Rationale: This would allow Rocklin Unified to compete at the top level with our surrounding districts

Next Steps

If increase is approved:

- Create and send message to current substitutes
- Create and send message to DLT/Certificated Staff
- Update District Webpage and Literature with new rate to assist in future substitute recruiting
- Continued monitoring of substitutes needs across the District utilizing District Professional Development Calendar

ROCKLIN UNIFIED SCHOOL DISTRICT

Item 13.5
ACTION
October 21, 2015

BOARD AGENDA BRIEFING

SUBJECT: Approval of Nomination for County Committee

DEPARTMENT: Office of the Superintendent

Background:

The Placer County Committee on School District Organization (County Committee) is involved in school and community college district organization matters including the organization of new districts, territory transfers, district mergers and the creation, revision or abolition of trustee areas. The County Committee service term is for 4 years.

Status:

This year there are four County Committee seats up for election including: Damian Armitage (Supervisorial District 2), Greg Daley (Supervisorial District 3), Paige Stauss (Supervisorial District 4) and James Chambers (Member At-Large). To be eligible for County Committee, candidates must not only reside in the corresponding supervisorial district, but also must be a registered voter. Additionally, candidates may not be employed by a county superintendent of schools, school district or community college district. Nominations may be submitted by any school or community college district governing board, board member or board representative, regardless of the supervisorial district(s) the "nominating" district is located in. Deadline for nominations is October 30, 2015.

Presenter:

Roger Stock, Superintendent

Financial Impact:

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

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

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

Packet Information:

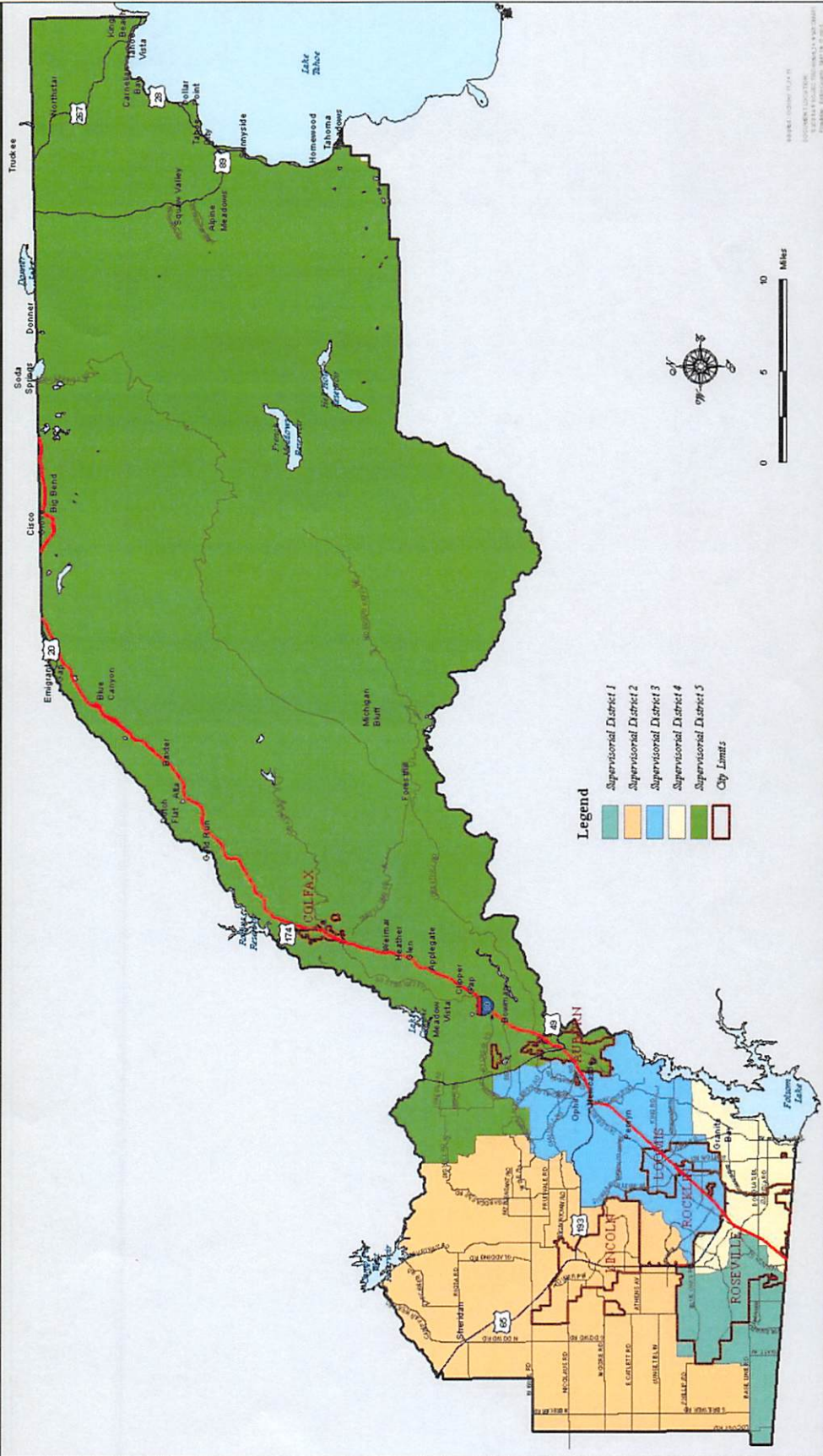
- Placer County Board of Supervisors Supervisorial District Map
- 2015 Placer County Committee on School District Organization, Member Roster
- County Committee Nomination Form 2015

Recommendation:

Staff recommends Board approval of County Committee nomination.

PLACER COUNTY BOARD OF SUPERVISORS
Supervisory Districts

PLACER COUNTY
COMMUNITY DEVELOPMENT RESOURCE AGENCY
GEOGRAPHIC INFORMATION SYSTEM DIVISION
3891 COUNTY CENTER DR., AUBURN, CA 95603



October 12, 2011

2015 PLACER COUNTY COMMITTEE ON SCHOOL DISTRICT ORGANIZATION MEMBER ROSTER

<u>Supervisory District</u>	<u>Title</u>	<u>First Name</u>	<u>Last Name</u>	<u>Term Expires</u>	<u>School District</u>	<u>Email</u>
1	Member	Stephanie	Dement	2018	n/a	dement@brandman.edu Stephanie.dement@yahoo.com
1	Member	Tracy	Pittman	2016	DCJESD	pittman5@surewest.net
2	Chair	Glenn	Vineyard	2016	n/a	gvineyard@c21selectgroup.com
2	Member	Damian	Armitage	2015	WPUSD	dtarmitage@gmail.com
3	Member	Lorene	Euerle	2017	n/a	leuerle@cde.ca.gov
3	Member	Greg	Daley	2015	RUSD	greg@daleydvd.com
4	Vice Chair	Reve'	Taylor	2017	n/a	revetaylor@hotmail.com
4	Member	Paige	Stauss	2015	RJUHSD	paige@stauss.com
5	Member	Maureen	Ward	2016	PUHSD	mowardmail@yahoo.com
5	Member	David	Rosenquist	2017	Alta Dutch	djrosenquist@gmail.com
At-Large	Member	James	Chambers	2015	n/a	chambers34@comcast.net
	Secretary	Gayle	Garbolino-Mojica		PCOE	ggarbolino@placercoe.k12.ca.us



Placer County Office of Education

360 Nevada Street, Auburn, CA 95603
(530) 889-8020 ♦ Fax (530) 886-5841 ♦ www.placercoe.k12.ca.us

Gayle Garbolino-Mojica, County Superintendent of Schools

COUNTY COMMITTEE NOMINATION FORM 2015

Please use this form to list any nominee for the open seat indicated. Nominations may be submitted by any school or community college district governing board, board member or board representative, regardless of the supervisory district(s) the “nominating” district is located in. Nominees must be registered voters and must reside in the supervisory district where the seat is vacant. Nominees may not be employees of the county superintendent of schools, a school district or a community college district.

SUPERVISORIAL DISTRICT 2

I wish to nominate _____
Home Address _____
Mailing Address (if different) _____
Email Address _____
Contact Phone Number _____
Employer (if known) _____

SUPERVISORIAL DISTRICT 3

I wish to nominate _____
Home Address _____
Mailing Address (if different) _____
Email Address _____
Contact Phone Number _____
Employer (if known) _____

SUPERVISORIAL DISTRICT 4

I wish to nominate _____
Home Address _____
Mailing Address (if different) _____
Email Address _____
Contact Phone Number _____
Employer (if known) _____

MEMBER AT-LARGE

I wish to nominate _____
Home Address _____
Mailing Address (if different) _____
Email Address _____
Contact Phone Number _____
Employer (if known) _____

Please return this form to the Placer County Superintendent of Schools, attention Suzie, on or before Friday, October 30, 2015. Please fax your nomination form to Suzie Arcuri at (530) 886-5841 or email to sarcuri@placercoe.k12.ca.us. *Nominations received after October 30, 2015 will not be accepted.*

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: RUSD Professional Development Plan Report

DEPARTMENT: Educational Services

Background:

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.

Status:

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.

Presenter(s):

Karen Huffines, Director of Elementary Programs and School Leadership
Marty Flowers, Director of Secondary Programs and School Leadership
Tammy Forrest, Director -Special Education/Support Programs

Financial Impact:

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

Materials/Films:

None

Other People Who Might Be Present:

Melanie Patterson, Program Specialist II - Local Control Accountability Plan

Allotment of Time:

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

Packet Information:

Professional Development Plan Presentation
Attachment A: 2015-2018 Professional Development Plan

Recommendation:

Information Item Only

Professional Development Plan Report 2015-2018

Rocklin Unified School District
Board of Trustees Meeting
October 21, 2015



Presented by Educational Services

Overview

- Alignment to:
 - Strategic Plan
 - Local Control Accountability Plan (LCAP)
 - 2015 LCAP Staff Survey
 - Special Education Study Findings
 - 2015 Special Education Staff Survey
- District Professional Development (PD) Goals and Focus Areas for 2015-2018
- Funding Sources
- Next Steps

Professional Development Plan Aligned to RUSD Strategic Plan

Strategy #1 - We will create student academic growth through dynamic, relevant and increasingly challenging learning experiences:

Action 1.1 Implement literacy practice within and across content areas as the foundation for teaching and learning based on adopted California State Standards (CCSS)

Action 1.2 Education experiences will promote learning that is dynamic, authentic and focused on application based knowledge

Action 1.3 Appropriate technology tools and resources are integrated to support effective instruction and learning

Professional Development Plan Aligned to RUSD Strategic Plan

Strategy #3: Continuously build individual and organizational capacity, and seek additional resources and partnerships to fulfill our mission

Action 3.1 Develop a centralized support system to lead and create partnerships for professional learning

Action 3.2 Create and implement a plan for blended professional development

Action 3.3 Establish a comprehensive, collaborative, and continuous instructional support system for teachers to enhance personal learning and growth

Action 3.4 Establish a comprehensive, collaborative, and continuous instructional support system for district leaders to enhance personal learning and growth

Action 3.5 Establish a comprehensive, collaborative, and continuous instructional support system for support staff to enhance personal learning and growth

Professional Development Plan Aligned to LCAP Goals

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.

Goal 2:

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

Professional Development Plan Aligned to LCAP Survey 2015

In the LCAP survey administered in May of 2015, staff indicated a need for the following professional learning opportunities:

Technology integration	45%
Subject specific training (e.g. Math, English)	36.9%
Writer's Workshop	27%
Lesson Study	21.6%
International Baccalaureate	18%
Guided Language Acquisition Design (GLAD)	14.4%

Professional Development Plan Aligned to Special Education Study Findings

Target Areas:

- Climate and Culture
- Policies and Procedures
- Communication
- Professional Development

Professional Development Plan Aligned to Special Education Survey 2015

In the Special Education survey administered in August of 2015, staff indicated an extreme or strong need for the following professional learning opportunities:

Response to Intervention/Multi-Tiered System of Support	53.7 %
Google Doc Collaboration	48.1 %
Non-Violent Crisis Intervention including Severe Populations	44.5 %
Technology Integration in Classrooms	42.8 %
School-wide Positive Behavioral Intervention and Support	42.6 %
Supporting Instructional Aides	33.4 %

RUSD Professional Development Goals

1. Develop a deep understanding of the California Standards, English Language Arts(ELA)/English Language Development (ELD), Math, and Science frameworks, and their instructional implications
2. Implement recommendations from Special Education study (WestEd)
3. Implement Rocklin Educational Technology Team (RETT) Goals
4. Support other specified training needs: for example Beginning Teacher Support and Assessment (BTSA), Next Generation Science Standards (NGSS), AVID, etc.

PD Focus Areas 2015-2016

- **English Language Arts (ELA)/English Language Development (ELD)**
 - Frameworks capacity building
 - Writing instruction
- **Math**
 - Math Adoption implementation (Bridges/CPM)
 - California Common Core State Standards
 - Standards for Mathematical Practice

PD Focus Areas 2015-2016 (Continued)

- **RETT Goals**
 - Cyber Safety and Digital Ethics
 - Schoology Learning Management System
 - Google Apps for Education
- **Multi-Tiered System of Support (MTSS)**
- **Special Education Report Implementation**
- **Interim Assessments and Digital Library**
- **Transitional Kindergarten/Kindergarten**

PD Focus Areas 2016-2017

- **English Language Arts (ELA)/English Language Development (ELD)**
 - Curriculum pilot and adoption recommendation
 - Writing instruction
- **Math**
 - Continued support for math adoptions and Standards for Mathematical Practice
- **RETT Goals**
- **MTSS**
- **Special Education Report Implementation**
- **Interim Assessments and Digital Library**
- **Transitional Kindergarten/Kindergarten**

PD Focus Areas 2017-2018

- **ELA/ELD**
 - Full implementation of ELA adoption
- **Math**
 - Continued support for CCCSS best practices and Standards of Mathematical Practice
- **Science**
 - Next Generation Science Standards (NGSS)
- **RETT Goals**
- **MTSS**
- **Special Education Report Implementation**
- **Interim Assessments and Digital Library**
- **Transitional Kindergarten/Kindergarten**

Additional District Supported Professional Development 2015-2018

- Elementary Report Card
- Lesson Study in Math and ELA
- Advanced Placement (AP)
- Positive Behavioral Interventions & Supports (PBIS)
- Guided Language Acquisition Design (GLAD)
- The International Baccalaureate® (IB) Middle Years Programme (MYP) Exploration
- Advancement Via Individual Determination (AVID)
- Next Generation Science Standards (NGSS)
- Gifted and Talented Education (GATE)
- Career and Technical Education (CTE)

RUSD Professional Development Multiple Funding Sources Include:

Educator Effectiveness Funding (proposed)	Supplemental LCAP
GATE	Supplemental LCAP/EL
Lottery	Title I
Mental Health	Title II
Mandated Cost Reimbursement Funding 1x (proposed)	Title III
Strategic Planning	

Next Steps

- Implementation of 2015-2016 Professional Development Plan
- Measure effectiveness of 2015-2016 Professional Development Plan implementation
- Revision of 2016-2018 Professional Development Plan in conjunction with 2015-2016 LCAP Update and 2016-2017 LCAP stakeholder input
- Special Education Report Implementation
- Update Board regarding Professional Development plan implementation and revisions



2015-2018 Professional Development Plan

I. **Plan Alignment:** The 2015-2018 Professional Development Plan is aligned to the following:

a. **RUSD Mission Statement:**

- i. The mission of Rocklin USD, the cornerstone and leader of educational excellence, is to ensure each student becomes a well- rounded individual who thrives intellectually and develops unique strengths to pursue and achieve personal ambitions while contributing to a dynamic world through a school system distinguished by:
 - A culture of innovation, collaboration and high expectations
 - Inspired personal learning and growth
 - Respect and support for all those who serve our students
 - Vital partnerships throughout our community.

b. **RUSD Strategic Plan (Year One Focus):**

- i. **Strategy #1** - We will create student academic growth through dynamic, relevant and increasingly challenging learning experiences:
 - Action 1.1 Implement literacy practice within and across content areas as the foundation for teaching and learning based on adopted California State Standards (CCSS)
 - Action 1.2 Education experiences will promote learning that is dynamic, authentic and focused on application based knowledge
 - Action 1.3 Appropriate technology tools and resources are integrated to support effective instruction and learning
- ii. **Strategy #3:** Continuously build individual and organizational capacity, and seek additional resources and partnerships to fulfill our mission
 - Action 3.1 Develop a centralized support system to lead and create partnerships for professional learning
 - Action 3.2 Create and implement a plan for blended professional development

- Action 3.3 Establish a comprehensive, collaborative, and continuous instructional support system for teachers to enhance personal learning and growth
- Action 3.4 Establish a comprehensive, collaborative, and continuous instructional support system for district leaders to enhance personal learning and growth
- Action 3.5 Establish a comprehensive, collaborative, and continuous instructional support system for support staff to enhance personal learning and growth

c. Local Control Accountability Plan (Year One Focus)

- i. **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.
- ii. **Goal 2:** RUSD will ensure that staff continually build capacity through professional learning and growth opportunities to support student achievement and success.

d. 2015 LCAP Staff Survey Results: Professional Development is aligned to the spring 2015 LCAP staff survey results regarding professional learning opportunities.

What professional learning opportunities do you still have a need for (check all that apply)?	
Answer Options	Response Percent
Technology integration	45.0%
Subject specific training (e.g., math, English)	36.9%
Writer's Workshop	27.0%
Lesson Study	21.6%
International Baccalaureate	18.0%
Explicit Direct Instruction	15.3%
Guided Language Acquisition Design (GLAD)	14.4%
AVID	9.0%

e. 2015-2016 RETT Goals:

- i. Cyber Safety and Digital Ethics
- ii. Learning Management System (LMS) - Schoology
- iii. Google Apps for Education (GAfE)

f. Special Education Study Findings:

i. Culture and Climate

- Create an inclusive climate and culture involving all stakeholders evolving over time with consistent and constant messaging and focus

ii. Policies and Procedures

- Develop formal policies and procedures that include structures for identifying students, tiered supports, creating inclusion options, and compliance

iii. Professional Development

- Develop an aligned plan across the district that involved joint general education and special education professional development along with collaborative discussions among staff based on student data and identification
- Monitor the effectiveness and usefulness through improved student outcomes and adjust

iv. Communication

- Plan a formal, two-way communication structure, provide strategies for increasing stakeholder engagement, and identify electronic, immediate forms of communication to reach out to stakeholders
- Monitor and make adjustments as necessary

g. Special Education Professional Development Staff Survey Results:

Professional Development is aligned to the August 2015 Special Education staff survey results regarding professional learning opportunities.

Rank your personal need for the following professional development areas:	
Answer Options	Percent indicating extreme or strong need
Response to Intervention/Multi-Tiered System of Support	53.7 %
Google Doc Collaboration	48.1 %
Non-Violent Crisis Intervention including Severe Populations	44.5 %
Technology Integration in Classrooms	42.8 %
School-wide Positive Behavioral Intervention and Support	42.6 %
Supporting Instructional Aides	33.4 %

h. **Multi-Tiered System of Support (MTSS)**

- i. Will be developed through MTSS process facilitated by WestEd beginning October 2015

II. **2015-2016 Professional Development Plan - Year One**

a. **Goals:**

- i. Develop a deep understanding of the California Standards, ELA/ELD, Math, and Science (NGSS) frameworks, and their instructional implications
- ii. Implement recommendations from Special Education Study (WestEd)
- iii. Multi-Tiered System of Support (MTSS) Implementation
- iv. Implement Rocklin Educational Technology Team (RETT) goals
- v. Support other specified training needs: for example BTSA, NGSS, AVID, etc.

b. **Areas of Focus:**

i. ELA (K-12):

- ELA/ELD Frameworks Capacity Building
- Continue to support Writing Workshop (Already established cohorts)
- Develop capacity in writing practices (staff)
- Develop writers (students)
- Develop capacity in teaching writing across content areas (staff)
- Differentiating instruction
- Accommodating and modifying for students with exceptional needs

ii. Math (K-12):

- Develop a deep understanding of CCCSS; Standards for Mathematical Practice (SMP) (Bridges/CPM)
- Implement adopted curriculum through the lens of the following:
 - a. Content Knowledge
 - b. Instructional Strategies
 - c. Accommodating and modifying for students with exceptional needs
 - d. Develop capacity for differentiating instruction

iii. Technology:

- Train K-12 Administrators to access training modules in Schoology
- Schoology training for all staff
- Digital Literacy: cyber safety and digital ethics self-paced training
- Google Apps via Technology Teacher on Special Assignment
- New teacher induction training

- Laptop Training
 - Conferences: Fall CUE, Google Fest, Schoology NEXT, ISTE
 - Visits to observe best instructional practices with technology
- iv. Multi-Tiered System of Support (MTSS)
- Monthly District Implementation Team (DIT) meetings facilitated by WestEd for development of plan
 - Year end MTSS district summit with site leadership teams in the Spring 2016
- v. Special Education Report Implementation
- Co-training of General Education and Special Education teachers on new math curriculum
 - Accommodations training included in new math co-training
 - Special Education support staff training in Google and Schoology
 - Behavior (Fall) and academic (Spring) training for Instructional Assistants
 - Accessible Curriculum for All (ACA) Multidisciplinary General Education and Special Education trainer of trainer model
 - Non-violent Crisis Intervention (NCI) Trainers trained and conducted site team meetings
 - Mental Health First Aid - Special Education and General Education trainer of trainer model
 - Evidence Based Practices (EBP)
- vi. Assessment:
- Continue to support Elementary Report Card assessment alignment
 - Interim Assessments & Digital Library
- vii. Transitional Kindergarten/Kindergarten (TK/K)
- TK math pilot
 - Best practices in Early Childhood Education (ECE)
 - Effective classroom environments
- viii. Additional Site-Based Areas Focus (to be determined by school sites; not necessarily listed in this plan)

III. 2016-2017 Professional Development Plan – Year Two

a. Goals:

- i. Develop a deep understanding of the California Standards, ELA/ELD, Math, and Science (NGSS) frameworks, and their instructional implications
- ii. Implement recommendations from Special Education Study (WestEd)
- iii. Multi-Tiered System of Support (MTSS) Implementation
- iv. Implement Rocklin Educational Technology Team (RETT) goals
- v. Support other specified training needs: for example BTSA, NGSS, AVID, etc.
- vi. Use of Interim Assessments at strategic points throughout the year to build capacity around instructional practices (Digital Library access in order to see the interim assessment results in the database)
- vii. Develop blended learning as a delivery model to facilitate teacher access to Professional Development

b. Areas of Focus:

i. ELA (K-12):

- Pilot Materials
 - a. Recommend to the Board for approval (March)
 - b. Material distribution (April)
 - c. Initial training (May)
- Continue to support Writing Workshop

ii. Math(K-12):

- Continue support for Bridges/CPM adoptions
- Continue support around best practices/standards for mathematical practices

iii. Technology:

- RETT Goal Implementation

iv. MTSS

- Professional learning to be determined by MTSS District Implementation Team

v. Special Education Report Implementation

- Co-training of General Education and Special Education teachers
- Accommodations training included in General Education trainings
- Continued behavior and academic training for Instructional Assistants

- Implementation of Accessible Curriculum for All (ACA) Multidisciplinary General Education and Special Education using the trainer of trainer model
 - Non-violent Crisis Intervention (NCI) annual trainings for new staff and recertification
 - Implementation of Mental Health First Aid (Special Education and General Education trainer of trainer model)
 - Evidence Based Practices (EBP)
 - Induction training
- vi. Assessment:
- Continue to support Elementary Report Card assessment alignment
 - Interim Assessments & Digital Library
- vii. Transitional Kindergarten/Kindergarten (TK/K)
- TK math implementation
 - Align Language Arts instructional materials to ELA/ELD frameworks
 - Best practices in Early Childhood Education (ECE)
- viii. Additional Site-Based Areas Focus (to be determined by school sites; not necessarily listed in this plan)

IV. 2017-2018 Professional Development Plan – Year Three

a. Goals:

- i. Develop a deep understanding of the California Standards, ELA/ELD, Math, and Science (NGSS) frameworks, and their instructional implications
- ii. Implement recommendations from Special Education Study (WestEd)
- iii. Multi-Tiered System of Support (MTSS) Implementation
- iv. Implement Rocklin Educational Technology Team (RETT) goals
- v. Support other specified training needs: for example BTSA, NGSS, AVID, etc.
- vi. Use of Interim Assessments at strategic points throughout the year to build capacity around instructional practices (Digital Library access in order to see the interim assessment results in the database)
- vii. Develop blended learning as a delivery model to facilitate teacher access to Professional Development

b. Areas of Focus:

- i. ELA (K-12):
 - Full Implementation of ELA Adoption
 - Continue ELA/ELD Frameworks Capacity Building

- ii. Math (K-12):
 - Continue support around best practices/standards for mathematical practices

- iii. Science:
 - Next Generation Science Standards

- iv. Technology:
 - Ongoing support of RETT Goals

- v. MTSS
 - Professional learning to be determined by MTSS District Implementation Team

- vi. Special Education Report Implementation
 - Co-training of General Education and Special Education teachers
 - Accommodations training included in General Education trainings
 - Continued behavior and academic training for Instructional Assistants
 - Continued implementation of Accessible Curriculum for All (ACA) Multidisciplinary General Education and Special Education using the trainer of trainer model
 - Non-violent Crisis Intervention (NCI) annual trainings for new staff and recertification
 - Implementation of Mental Health First Aid (Special Education and General Education trainer of trainer model)
 - Evidence Based Practices (EBP)
 - Annual Induction training

- vii. Assessment:
 - Continue to support Elementary Report Card - specifically common assessments related to ELA
 - Interim Assessments & Digital Library

viii. Transitional Kindergarten/Kindergarten (TK/K)

- Continued professional development based on assessment of current need

ix. Additional Site-Based Areas Focus (to be determined by school sites; not necessarily listed in this plan)

V. 2015-2018 Additional District Supported Professional Development:

- a. Lesson Study
- b. Advanced Placement (AP)
- c. Positive Behavioral Interventions & Supports (PBIS)
- d. Guided Language Acquisition Design (GLAD)
- e. The International Baccalaureate® (IB) Middle Years Programme (MYP) Exploration
- f. Advancement Via Individual Determination (AVID)
- g. Gifted and Talented Education (GATE)
- h. Career and Technical Education (CTE)
- i. Next Generation Science Standards (NGSS)
- j. Leadership, LCAP, Strategic Planning

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: 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:

The 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 has developed a professional development plan, instructional materials adoption plan, technology/equipment replacement and enhancement plan, facilities master plan, and emergency response plan that also were used to develop the recommendations for use of these funds.

Presenter(s):

Barbara Patterson, Deputy Superintendent Business and 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);
\$11,596 RICA (fund 09)

Future years: \$0

Funding source: State of CA

Materials/Films:

None

Other People Who Might Be Present:

Craig Rouse, Senior Director of Facilities and Operations

Karen Huffines, Director of Elementary Programs and School Leadership

Martin Flowers, Director of Secondary Programs and School Leadership

Tammy Forrest, Director of Special Education

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:

This is an information item only.

CALIFORNIA STATE ONE TIME FUNDING FOR EDUCATION

**Rocklin Unified School District
Board of Trustees Meeting
October 21, 2015**



Presented by
Barbara Patterson
Deputy Superintendent, Business & Operations

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	\$11,596

Educator Effectiveness Program

➤ Allowable expenditures

- Beginning teacher and administrator support and mentoring, including, but not limited to, programs that support new teacher and administrator ability to teach or lead effectively and to meet induction requirements adopted by the Commission on Teacher Credentialing and pursuant to Section 44259 of the Education Code.
- Professional development, coaching, and support services for teachers who have been identified as needing improvement or additional support by local educational agencies.
- Professional development for teachers and administrators that is aligned to the state content standards adopted pursuant to Sections 51226, 60605, 60605.1, 60605.2, 60605.3, 60605.08, 60605.11, 60605.85, as that section read on June 30, 2014, and 60811.3, as that section read on June 30, 2013, of the *Education Code*.
- To promote educator quality and effectiveness, including, but not limited to, training on mentoring and coaching certificated staff and training certificated staff to support effective teaching and learning.
- Paraprofessional training that promotes educator quality and effectiveness

Process Development, Three Year Plan for Use of Funds based on Long Term Plans

- LCAP development and update
- Five year Facilities Master Plan update
- Instructional Materials Adoption Plan
- Three year Professional Development Plan
- Ongoing Technology Replacement and Enhancement Plan
- Emergency Response Plan

Areas Addressed

- Professional development
- Technology replacement and enhancement
- Site strategic planning start up funds
- Transportation, music equipment
- Emergency response

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	\$ 1,295,677	\$ 1,295,677	\$ 1,295,677
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	\$ 2,025,677	\$ 1,893,677	\$ 1,778,677

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

Next Steps

- Finalize expenditure plans for approval at November 18, 2015 Board Meeting
- Annually evaluate and revise expenditure plan as needed
- Update Board on expenditure plan results and revisions

PENDING BOARD AGENDA ITEMS

October 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>	Business & Operations	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 Mtg)</i>
Present Draft School Year Calendar <i>(two years out - Consent)</i>	Human Resources	March <i>(1st Mtg)</i>
Annual Board Action Regarding Distribution of Non-Reelection Letters	Human Resources	March <i>(1st Mtg)</i>
Finalize District's Proposal and Prepare for Sunshining Process	Human Resources	March <i>(1st Mtg)</i>
Notify the Board in writing by April 1; complete Performance Evaluation for the Superintendent, per contract schedule	Superintendent/Board	March
Annual Resolution Authorizing the Release of Free/Reduced Lunch Information for CAASPP Testing <i>(consent)</i>	Ed Services	March
Certification of Temporary Athletic Team Coaches <i>(consent)</i>	Human Resources	March
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.*