

ROCKLIN UNIFIED SCHOOL DISTRICT

2615 Sierra Meadows Drive Rocklin, CA 95677

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



MAY 18, 2016 REGULAR MEETING AGENDA — 6:30 P.M.

1.0 CALL TO ORDER

2.0 ROLL CALL

3.0 PLEDGE OF ALLEGIANCE

4.0 SPECIAL RECOGNITIONS/PRESENTATIONS

- 4.1 Special Recognition of Placer County Office of Education (PCOE) Classified Employees of the Year. (Presenter: Colleen Slattery)
- 4.2 Special Recognition of Air Force Junior Reserve Officer Training Corps (AFJROTC) School Board Color Guard, led by Colonel Michael A. Fernandez, USAF [Ret] and Senior Master Sergeant Terry J. Barber, USAF [Ret] for their patriotic contribution to RUSD School Board meetings throughout the 2015-16 school year. (Presenter: President, Greg Daley)
- 4.3 Special Recognition of Rhianna Christian (Victory High School), Travis Elmont (Whitney High School) and Luke Zianno (Rocklin High School) for serving as the 2015-16 Student Representatives to the Board of Trustees. (Presenter: President, Greg Daley)

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

6.0 COMMENTS FROM STUDENT REPRESENTATIVE

7.0 COMMENTS FROM BOARD AND SUPERINTENDENT

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

8.1 **APPROVE BOARD MINUTES** – Request to approve Board minutes.
8.1.1 May 4, 2016

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

- 8.3 **APPROVE CLASSIFIED PERSONNEL REPORT** – Request to approve personnel items included on the Classified Personnel Report. (Colleen Slattery)
- 8.4 **APPROVE BILL WARRANTS** – Request to approve Bill Warrants. (Barbara Patterson)
- 8.5 **APPROVE MONTHLY ACCOUNT SUMMARIES** – Request to approve monthly account summaries. (Barbara Patterson)
- 8.6 **ACCEPT DONATIONS** – Request to accept District donations. (Barbara Patterson)
- 8.7 **APPROVE CONTRACT FOR VALLEY VIEW LIBRARY COMMONS PROJECT** – Request to approve contract with Russell Fleming Construction for Library Commons Project at Valley View Elementary School. (Craig Rouse)
- 8.8 **APPROVE CONTRACT FOR WHITNEY HIGH SCHOOL BASEBALL FIELD HALO LOGO PROJECT** – Request to approve contract with Russell Fleming Construction for Baseball Field Halo Logo Project at Whitney High School. (Craig Rouse)
- 8.9 **APPROVE CONTRACT FOR ROCKLIN HIGH SCHOOL TECHNOLOGY LECTURE HALL SEATING REPLACEMENT PROJECT** – Request to approve contract with Sierra Schools Equipment Company for Technology Lecture Hall Seating Replacement Project at Rocklin High School. (Craig Rouse)
- 8.10 **APPROVE CONTRACT FOR SUMMER 2016 EXTERIOR PAINTING PROJECTS** – Request to approve contract with GSP Painting, Inc. for summer 2016 exterior painting projects. (Craig Rouse)
- 8.11 **APPROVE PROPOSITION 39 CHARTER SCHOOL EXPENDITURE PLANS** – Request to approve Prop. 39 charter school expenditure funding plans. (Craig Rouse)
- 8.12 **APPROVE NUTRITION SERVICES ASSISTANT JOB DESCRIPTION** – Request to approve Nutrition Services Assistant Job Description. (Colleen Slattery)
- 8.13 **APPROVE REVISED ASSESSMENT AND EVALUATION DATA SPECIALIST JOB DESCRIPTION AND NEW STUDENT INFORMATION SYSTEMS SPECIALIST JOB DESCRIPTION** – Request to approve revised Assessment and Evaluation Data Specialist job description and new Student Information Systems Specialist job description. (Colleen Slattery)
- 8.14 **APPROVE MEMORANDUM OF UNDERSTANDING (MOU) WITH ROCKLIN TEACHERS PROFESSIONAL ASSOCIATION** – Request to approve MOU with Rocklin Teachers Professional Association (RTPA) to continue the release time for the RTPA President for the 2016-17 school year. (Colleen Slattery)
- 8.15 **APPROVE STUDENT PLACEMENT AGREEMENT WITH CALIFORNIA STATE UNIVERSITY, SACRAMENTO** – Request to approve Student Placement Agreement with California State University, Sacramento. (Colleen Slattery)
- 8.16 **APPROVE MEMORANDUM OF UNDERSTANDING (MOU) WITH ALLIANT INTERNATIONAL UNIVERSITY** – Request to approve MOU with Alliant International University. (Colleen Slattery)
- 8.17 **APPROVE SCHOOL PSYCHOLOGY SUPERVISED FIELDWORK AGREEMENT WITH LOYOLA MARYMOUNT UNIVERSITY** – Request to approve School Psychology Supervised Fieldwork Agreement with Loyola Marymount University. (Colleen Slattery)

- 8.18 **APPROVE SERVICE AGREEMENT WITH FAGEN FRIEDMAN & FULFROST, LLP FOR LEGAL SERVICES** – Request to approve agreement with Fagen Friedman & Fulfrost, LLP for legal services. (Barbara Patterson)
- 8.19 **APPROVE CONTRACT WITH ECONOMIC & PLANNING SYSTEMS FOR SERVICES RELATED TO PROVIDING COMMUNITY FACILITIES DISTRICTS ADMINISTRATION TASKS FY 2016-17 EPS #162035** – Request to approve contract with Economic & Planning Systems (EPS) for services related to providing Community Facilities Districts (CFD) Administration Tasks FY 2016-17 EPS #162035. (Barbara Patterson)
- 8.20 **APPROVE RESOLUTION NO. 15-16-18 TO ESTABLISH TEMPORARY INTERFUND TRANSFERS OF SPECIAL OR RESTRICTED FUND MONEYS** – Request to approve Resolution No. 15-16-18 to establish temporary interfund transfers of special or restricted fund moneys. (Barbara Patterson)
- 8.21 **APPROVE RESOLUTION NO. 15-16-19 AUTHORIZING END OF YEAR BUDGET TRANSFERS** – Request to approve Resolution No. 15-16-19 authorizing end-of-year budget transfers. (Barbara Patterson)

9.0 **INFORMATION AND REPORTS**

- 9.1 **SPECIAL EDUCATION SUPPORTS AND SERVICES REPORT AND UPDATE ON ACTIONS TO DATE** – (Tammy Forrest)
- 9.2 **INFORMATION ON CONSIDERING LATER START TIMES FOR HIGH SCHOOLS** – (Kathy Pon)
- 9.3 **GOVERNOR’S MAY REVISE UPDATE** – (Barbara Patterson)
- 9.4 **NEW ELEMENTARY SCHOOL AND SCHOOL MODERNIZATION UPDATE** – (Craig Rouse)

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

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

- 11.1 *Conference with Legal Counsel – Anticipated and Existing Litigation* as authorized by Government Code section 54956.9
- 11.2 *Public employee discipline/dismissal/release pursuant* to Government Code section 54957
- 11.3 *Conference with Labor Negotiators* as authorized by Government Code Section 54957.6
District Representative(s): Roger Stock, Superintendent
Barbara Patterson, Deputy Superintendent, Business and Operations
Colleen Slattery, Assistant Superintendent, Human Resources

12.0 **RECONVENE TO OPEN SESSION**

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

14.0 **ADJOURNMENT**

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

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

NEXT REGULARLY SCHEDULED BOARD MEETING: JUNE 8, 2016, 6:30 P.M.



DECLARATION OF POSTING

ROCKLIN UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

REGULAR MEETING AGENDA

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

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

Date of Posting:

May 13, 2016

Place Posted:

2615 Sierra Meadows Drive
Rocklin, CA 95677

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

Executed on the 13th day of May 2016 in Rocklin, California.

Brenda Meadows
Executive Assistant
Rocklin Unified School District

ROCKLIN UNIFIED SCHOOL DISTRICT
BOARD AGENDA BRIEFING

SUBJECT: Special Recognition of Placer County Office of Education (PCOE) Classified Employees of the Year

DEPARTMENT: Office of the Assistant Superintendent, Human Resources

Background:

Each year, in conjunction with PCOE and based on criteria set by the county, RUSD staff selects Classified Employees of the Year to be recognized by the district, county, and possibly state level.

Status:

PCOE Classified Employees of the Year being recognized by category include:

- Child Nutrition: Cindy Wright, Nutrition Services Worker III, Nutrition Services
- Office and Technical: Leonard Lee, Network Coordinator, Whitney High School
- Para-Educator and Instructional Assistance: Melissa Poehlke, Instructional Aide, Spring View Middle School
- Support Services and Security: Laura Morgan, Health Aide, Breen Elementary School
- Transportation: Donna Stricklin, Bus Driver, Transportation

Presenter:

Colleen Slattery, Assistant Superintendent of 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 [X] Special Recognition

Packet Information:

None

Recommendation:

Special Recognition. No action required.

ROCKLIN UNIFIED SCHOOL DISTRICT
BOARD AGENDA BRIEFING

SUBJECT: Recognition of Air Force Junior Reserve Officer Training Corps (AFJROTC) School Board Color Guard for 2015-16 School Year

DEPARTMENT: Office of the Superintendent

Background:

Annual recognition of AFJROTC School Board Color Guard.

Status:

The Board of Trustees recognizes and honors the AFJROTC School Board Color Guard and their instructors for their patriotic contributions to RUSD Board meetings and outstanding leadership during the 2015-16 school year.

Members:

Cadet Captain Katelene Gonzolo
Cadet Captain Janel Vaughn
Cadet Captain Scott Meyer
First Lieutenant Caitlin Peck
Cadet Master Sergeant Nathan Barber
Cadet Airman Ryan Rockey

AFJROTC Instructors:

Colonel Michael A. Fernandez, USAF [Ret]
Senior Master Sergeant Terry J. Barber, USAF [Ret]

Presenter:

Greg Daley, Board of Trustees President

Financial Impact:

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

Material/Films:

None

Other People Who Might Present:

Allotment of Time:

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

Packet Information Item:

None

Recommendation:

Special Recognition. No action required.

ROCKLIN UNIFIED SCHOOL DISTRICT
BOARD AGENDA BRIEFING

SUBJECT: Recognition of Student Board Representatives for 2015-16 School Year
DEPARTMENT: Office of the Superintendent

Background:

Each year the three RUSD High Schools designate a student, who has exhibited excellent leadership skills, to serve as a Student Board Representative to the Board of Trustees for the school year. Student Board Representatives play an integral part in sharing a "student perspective" with District leadership and Trustees including participation at Board meetings.

Status:

The Board of Trustees recognize and honor the following Student Board Representatives for their outstanding service throughout the 2015-16 school year:

Rhianna Christian, Victory High School
Travis Elmont, Whitney High School
Luke Zianno, Rocklin High School

Presenter(s):

Greg Daley, Board of Trustees President

Financial Impact:

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

Material/Films:

None

Other People Who Might Present:

Allotment of Time:

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

Packet Information Item:

None

Recommendation:

Special Recognition. No action required.

ROCKLIN UNIFIED SCHOOL DISTRICT

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



MAY 4, 2016
REGULAR MEETING MINUTES — 6:30 P.M.

1.0 **CALL TO ORDER**– President Greg Daley called the meeting of the Rocklin Unified School District Board of Trustees to order at 6:10 P.M., May 4, 2016 in the District Administration Office located at 2615 Sierra Meadows Drive, Rocklin, CA, 95677. A quorum was established.

2.0 **ROLL CALL**

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

Trustees Absent:

Student Representative: Rhianna Christian, *Victory High School*

Administrative Staff: Roger Stock, *Superintendent*; Kathleen Pon, *Deputy Superintendent Educational Services*; Barbara Patterson, *Deputy Superintendent Business and Operations*; Craig Rouse, *Senior Director Facilities and Operations*; Marty Flowers, *Director Secondary Programs and School Leadership*; Tammy Forrest, *Director of Special Education and Support Programs*; Mike Fury, *Chief Technology Officer*; Diana Capra, *Chief of Communications and Community Engagement*; Matt Murphy, *Director Personnel Services*; Mark Williams, *Principal Victory High School/Rocklin Independent Charter Academy*; Davis Stewart, *Principal Rocklin High School*; Elizabeth Davidson *Principal Spring View Middle School*; Melody Thorson, *Principal Ruhkala Elementary School*; Jim Trimble *Principal Sunset Ranch Elementary School*; Amanda Makis, *Principal Rocklin Elementary School*; Sarah James, *Principal Twin Oaks Elementary School*; Jennifer Palmer, *Assistant Principal Sunset Ranch Elementary School*; Brenda Meadows, *Recorder*.

3.0 **CLOSED SESSION (6:10 P.M.)** – The Board adjourned to closed session regarding the following matter(s):

3.1 Public Employee Appointment as authorized by Government Code 54957
 Position: Principal, Victory High School / Rocklin Independent Charter Academy / Rocklin
 Alternative Education Center

4.0 **RECONVENE TO OPEN SESSION** – President Daley reconvened the meeting to open session at 6:30 P.M.

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

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

7.0 **SPECIAL RECOGNITIONS/PRESENTATIONS**

- 7.1 2016 Gold Ribbon School Awards: Karen Huffines, Director of Elementary Programs and School Leadership, and Board President Greg Daley recognized Rocklin Elementary School, Sunset Ranch Elementary School and Twin Oaks Elementary School for being selected as 2016 California Gold Ribbon Schools. The award honors some of California’s most exemplary and inspiring elementary schools.
- 7.2 Rocklin Police Department 2015 Annual Report and Presentation: Rocklin Police Chief Ron Lawrence and Rocklin Police Crime Analyst Shawn Baird presented Trustees with the Rocklin Police Department 2015 Annual Report.

Board Comments: Greg Daley stated that the District appreciates the support and role that School Resource Officers (SRO) play on RUSD high school campuses and asked Chief Lawrence how the District could improve partnering with SROs and Police department. Chief Lawrence responded that the continued work the District is doing in keeping kids busy and offering healthy activities is a key support as is continued connections with parents. Wendy Lang asked if the moving violations stated in the Annual Report were “on school campus” violations. Baird responded that the violations reported were both on campus as well as on perimeter streets including moving violations by adults and students. Todd Lowell thanked Chief Lawrence for their hard work and partnership in keeping staff and students safe and asked for reasons behind increase in “officer initiated activity on campuses.” Chief Lawrence stated the increase was mainly due to stepped up night time security checks on campuses and activity around those checks.

- 8.0 **AUDIENCE/VISITORS PUBLIC DISCUSSION** – Greg Daley welcomed all visitors and invited them to speak on agenda items at the conclusion of the Board’s discussion. He also invited visitors to speak at this time regarding non-agenda items, noting a three minute time limit per person.

Public Comment: No public comment.

- 9.0 **COMMENTS FROM STUDENT REPRESENTATIVE** – Student Representative Rhianna Christian provided a report on events happening at elementary and secondary schools.
- 10.0 **COMMENTS FROM BOARD AND SUPERINTENDENT** – Camille Maben stated that with the upcoming retirement of Rocklin Elementary teacher, Joanne Smith, she encouraged anyone interested in attending Mrs. Smith’s “Young Authors Night” to do so. Wendy Lang stated that she attended Parker Whitney’s 50th Anniversary Celebration and enjoyed seeing so many retired teachers and staff come back for the celebration. Susan Halldin shared that she attended the recent Rocklin City Council Special Meeting regarding medical marijuana regulation which reinforced to her the importance of the position of the Rocklin Unified Board of Trustees against regulation. Halldin also shared her appreciation of the afterschool activities reported on by Student Board Member Rhianna Christian, noting the great benefit students receive as a result of after school clubs. Superintendent Roger Stock stated that District is honored to recognize Teacher Appreciation Week this week and enjoyed seeing the many events happening at sites and at the District Office in support of teachers and staff. Stock also expressed his deep appreciation to the Rocklin Police Department for their continued partnership and hard work.

11.0 **ACTION ITEMS - CONSENT CALENDAR**

- 11.1 **APPROVE BOARD MINUTES** – Request to approve Board minutes.
11.1.1 April 20, 2016
- 11.2 **APPROVE CERTIFICATED PERSONNEL REPORT** – Request to approve personnel items included on the Certificated Personnel Report. (Colleen Slattery)

- 11.3 **APPROVE CLASSIFIED PERSONNEL REPORT** – Request to approve personnel items included on the Classified Personnel Report. (Colleen Slattery)
- 11.4 **APPROVE CHANGE ORDER NO. 1 WITH CALIFORNIA DESIGN WEST ARCHITECTS, INC., FOR ARCHITECTURAL SERVICES FOR THE REPLACEMENT OF 7 RELOCATABLES AND THE ADDITION OF 8 CLASSROOMS AT GRANITE OAKS MIDDLE SCHOOL** – Request to approve Change Order #1 with California Design West Architects, Inc., for the replacement of 7 relocatables and the addition of 8 classrooms at Granite Oaks Middle School. (Craig Rouse)
- 11.5 **APPROVE CHANGE ORDER NO. 1 TO PETERSON DEVELOPMENTS FOR THE DISTRICT OFFICE TENANT IMPROVEMENT PROJECT** – Request to approve Change Order #1 with Peterson Developments, for the District Office Tenant Improvement Project and authorize the Superintendent or his designee to sign on its behalf. (Craig Rouse)
- 11.6 **APPROVE CHILD DEVELOPMENT INCORPORATED (CDI) MEMORANDUM OF UNDERSTANDING (MOU)** – Request to approve the Child Incorporated MOU. (Kathy Pon)
- 11.7 **APPROVE MENTAL HEALTH SPECIALIST AND BEHAVIOR ANALYST JOB DESCRIPTION** – Request to approve Mental Health Specialist and Behavior Analyst job description. (Colleen Slattery)
- 11.8 **APPROVE SERVICE AGREEMENT WITH DANNIS, WOLIVER AND KELLEY** – Request to approve agreement with Dannis, Woliver and Kelley for legal services. (Barbara Patterson)
- 11.9 **APPROVE SERVICE AGREEMENT WITH PARKER & COVERT, LLP FOR LEGAL SERVICES** – Request to approve agreement with Parker and Covert, LLP for legal services. (Barbara Patterson)
- 11.10 **APPROVE BUDGET REVISIONS** – Request to approve budget revisions. (Barbara Patterson)

Todd Lowell noted his absence at the April 20, 2016 Board of Trustees meeting and requested removal of **Item 11.1** for separate action.

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

A **MOTION** was then made by Camille Maben and seconded Wendy Lang to approve Item 11.1. Motion passed by the following roll call vote: Student Representative – aye, Maben – aye, Halldin – aye, Lang – aye, Daley – aye (Lowell – abstained).

12.0 **ACTION ITEMS – REGULAR AGENDA**

- 12.1 **APPOINT PRINCIPAL AT VICTORY HIGH SCHOOL/ROCKLIN ALTERNATIVE EDUCATION CENTER/ROCKLIN INDEPENDENT CHARTER ACADEMY** – Matt Murphy, Director Human Resources, requested approval of appointment of Wayne Hauptman as new Principal at Victory High School (VHS)/Rocklin Alternative Education Center/Rocklin Independent Charter Academy (RICA), effective July 1, 2016. Murphy stated that Hauptman has served as the Assistant Principal at River City High School in the Washington Unified School District. Prior to that, he served for seven years as a Special Education Resource Teacher at Yuba City High School. Hauptman has extensive experience working with at-risk

youth, special needs students, independent studies education, WASC accreditation, CTE, and many other programs and services.

A **MOTION** was made by Wendy Lang and seconded Susan Halldin to approve appointment of Wayne Hauptman as new Principal of Victory High School/Rocklin Alternative Education Center/Rocklin Independent Charter Academy. Motion passed unanimously.

Comment: Following approval, Hauptman thanked the Board for their support and approval and shared his excitement to join Victory High School/Rocklin Independent Charter Academy and the RUSD team.

Board Comments: Greg Daley stated that the Board is happy to have Hauptman on board and shared there is a partnership with his role as Principal and the Board. Daley stated that the Board and current Principal Mark Williams are always available to offer support. Todd Lowell stated how proud the Board of Trustees is of VHS/RICA and the option it provides to students who want/need an alternative education. Lowell invited Hauptman to attend the upcoming VHS/RICA graduation to witness first hand the excellence of its students. Wendy Lang welcomed Hauptman and shared her excitement to have Hauptman join the District, stating he brings a wealth of knowledge and experience with him. Susan Halldin welcomed Hauptman and stated again how proud the District is of VHS/RICA, wishing Hauptman great success in his new role. Camille Maben stated that it has been a privilege to watch VHS/RICA evolve and see the great things continuing to happen on campus. Maben stated that Hauptman will be following in the great footsteps and legacy that current Principal Mark Williams leaves behind. Student Representative Rhianna Christian welcomed Hauptman and stated that she was confident he will enjoy serving the students at VHS/RICA.

- 12.2 **APPROVE BOARD POLICY (BP) ON FIREARMS ON SCHOOL GROUNDS –**
Superintendent Roger Stock presented the Board with data and information and requested approval of new Board Policy BP 3515.7. Stock stated the policy prohibited the Superintendent from giving permission to persons requesting to carry and conceal weapons on school grounds. On and off duty law enforcement are exempted by current law. This policy is supported by the Rocklin Police Department and the Placer County Sheriff.

BP 3515.7 Firearms on School Grounds – new

Public Comments: Rocklin Police Chief Ron Lawrence stated that the policy being brought to the Board for approval had been fully vetted by his department, along with the Placer Sheriff, and both organizations are in complete support of the new policy.

Board Comments: Susan Halldin asked if the District had had any requests by the community to carry and conceal on campus. Superintendent Stock stated that there have been some from both law enforcement parents and non-law enforcement parents. Stock stated that the policy allows off duty officers permission to conceal and carry.

A **MOTION** was made by Susan Halldin and seconded by Wendy Lang to approve new Board Policy BP 3515.7, Firearms on School Grounds. Motion passed unanimously.

- 12.3 **HOLD PUBLIC HEARING TO INCREASE SCHOOL FACILITIES FEES ON RESIDENTIAL AND COMMERCIAL DEVELOPMENT, EFFECTIVE JULY 4, 2016 –**
Craig Rouse, Senior Director, Facilities and Operations, requested a public hearing regarding proposed increase for school facilities impact fees on residential and commercial development, effective July 4, 2016.

A public hearing was held regarding proposed increase for school facilities impact fees on residential and commercial development.

Hearing no comments from the public, President Daley closed the Public Hearing.

- 12.4 **APPROVE RESOLUTION 15-16-17 AUTHORIZING INCREASE IN SCHOOL FACILITIES IMPACT FEES ON RESIDENTIAL AND COMMERCIAL DEVELOPMENT, EFFECTIVE JULY 4, 2016** – Craig Rouse, Senior Director, Facilities and Operations requested approval of Resolution 15-16-17 authorizing increase in School Facilities Impact Fees on residential and commercial development, effective July 4, 2016.

A **MOTION** was made by Wendy Lang and seconded by Camille Maben to approve Resolution 15-16-17 authorizing increase in School Facilities Impact Fees on residential and commercial development, effective July 4, 2016. Motion passed by the following roll call vote: Lowell – aye, Maben – aye, Halldin – aye, Lang – aye, Daley – aye.

13.0 **INFORMATION AND REPORTS**

- 13.1 **TECHNOLOGY UPDATE** – Mike Fury, Chief Technology Officer, presented the Board with a technology update tied to the Strategic Plan and Local Control and Accountability (LCAP), adopted by the Board, implementing replacement of outdated and obsolescent technology equipment in schools and classrooms across the District. Update included current work, efforts and next steps in modernizing and enhancing technology equipment and services across the District to transform learning environments over the next several years.

Board Comments: Wendy Lang asked that as a result of the technology efforts that have been implemented over the past year, if classroom teachers were feeling more supported regarding technology and equipment. Fury responded that most of the issues expressed by teachers have been addressed and resolved. Davis Stewart, Rocklin High School (RHS) Principal, also stated that there has been a definite improvement in overall satisfaction of support at RHS and shared his appreciation for the work done at sites by the RUSD Technology department. Lang also inquired about the challenges sites may be facing in response to students using their own devices in the classroom (ie: laptops, iPADS, phones) and how those issues are being addressed. Davis Stewart shared that RHS recently initiated an “Academic Integrity Committee” to poll and secure the integrity of technology and learning in the classroom. RHS is in the process of identifying issues and is looking into: electronic application locks, testing security software, etc. Lang asked RHS to share this information with other schools as it becomes available. Fury stated that in addition to efforts at the site level, the District is also looking into resources to ensure a secured testing environment. Superintendent Stock stated that one of the Rocklin Educational Technology Team’s (RETT) goals includes Cyber Safety. Stock expressed the critical importance of having conversations with students around “ethical responsibility regarding technology.” Camille Maben thanked Fury for the Technology Report and the enormous amount of work done to bring the District along. Maben stated that due to the increased amount of Chromebooks being put into classrooms, whether or not the District still has a need for “computer labs” at sites. Fury responded that the District is currently having conversations with forward thinking administrators and will be looking at creative/best practices to transform learning environments. Maben also asked how the District is supporting students with keyboard skills (especially young students) as the District moves into more electronic testing/assessments/homework and less paper/pencil. Melody Thorson, Principal, Ruhkala Elementary, stated that in response to this need Ruhkala has put old keyboards into Kindergarten classes for students to play/practice with (ie: type site words). Thorson stated this simple creative effort has helped familiarize students with keyboards at an early age. Todd Lowell asked if the work listed through 2018 in the Technology Report was all fully funded by Board approved funds earlier in the year. Fury stated yes. Lowell stated that the District would

need to consider how to fund this work with ongoing funds. Greg Daley thanked Fury and staff for their hard work and asked what “thin client computers” would replace old computers (as stated in report). Fury responded, “most likely they will be Chromebooks.”

- 13.2 **STRATEGIC PLAN UPDATE** – Kathy Pon, Deputy Superintendent, Educational Services introduced Melanie Patterson, Program Specialist, Local Control Accountability Plan (LCAP). Pon and Paterson presented Trustees with Quarter 3 RUSD Strategic Plan Update, including current progress on Site Strategic Planning efforts that align to the District Strategic Plan. Representatives from Rocklin High School (*Davis Stewart, Principal and Veda Lelchok, Student Team Member*), Spring View Middle School (*Elizabeth Davidson, Principal*) and Ruhkala Elementary School (*Melody Thorson, Principal*) shared with Trustees specifics illustrating continuous process improvement at sites. To date, eleven schools have undergone the site strategic planning process. Remaining sites are scheduled to complete this process during the 2016-2017 school year.

Comments: Susan Halldin stated that Slide 10 of the Strategic Plan Update listed “access to curriculum” and confirmed that this would be for all students. Kathy Pon responded that staff and Teachers on Special Assignment (TOSAs) attended a course on this that underscored Universal Design for Learning and support the District can implement into all learning including universal screening tools. Halldin also asked about Learning Center Model. Greg Daley thanked Patterson for all of her hard work around Strategic Planning.

- 14.0 **PENDING AGENDA** – No items were placed on the Pending Agenda.

Board Comments: Wendy Lang asked Board members and Superintendent Stock for a future conversation around the option of providing Trustees with “electronic Board packets” for meetings (instead of hard copies in binders). Trustees agreed to look at option. Superintendent Stock stated that staff would prepare information and options in response to request.

- 15.0 **CLOSED SESSION** – Closed session convened at 8:20 P.M. regarding the following matters:

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

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

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

Barbara Patterson, Deputy Superintendent, Business and Operations

Colleen Slattery, Assistant Superintendent Human Resources

- 16.0 **RECONVENE TO OPEN SESSION** – President Daley reconvened the meeting to open session.

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

- 18.0 **ADJOURNMENT** – President Daley adjourned the meeting at 9:57 P.M.

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

ATTENDANCE SIGN-IN SHEET

Wednesday, May 4, 2016

NAME	AFFILIATION <small>(site name/position, parent, community organization, etc.)</small>	CONTACT INFORMATION <small>(email and/or phone)</small>
Jim Trimble	Sunset Ranch El.	jtrimble@rocklin.k12.ca.us
Jennifer Palmer	Sunset Ranch El.	jpalm@rocklinusd.org
Ann Fej	Sunset Ranch	afeliz@rocklin.k12.ca.us
Val Hauptman		Val.hauptman@yahoo.com
Wayne Hauptman		whauptman@wsol.k12.ca.us
Mat Mury		
Ron Lawrence	Rocklin Police	
Shan James	Twin Oaks	
Abel Phillips	Rocklin Elem.	lphillips@rocklinusd.org
Josh Powers	Rocklin Elem.	jpowers@rocklinusd.org
Amanda Makis	Rocklin E.	
Stan Taylor	CSEA	
Jaylyn Gregory	RUSD SLP	
Colleen Crowe	RHS/RTPA/Parent	ccrowe@rocklin.k12.ca.us
Eryn Holtz		
Becky Anders	Twin Oaks	

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

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

ATTENDANCE SIGN-IN SHEET

Wednesday, May 4, 2016

NAME	AFFILIATION <small>(site name/position, parent, community organization, etc.)</small>	CONTACT INFORMATION <small>(email and/or phone)</small>
Nancy Bronte	SR	nbronte@rocklin.k12.ca.us
Aliya Perkins	SR	aperkins@rocklin.k12.ca.us
Jody Cason	SR	jcason@rocklin.k12.ca.us
Kathy Turner	parent	kathy@turnerland.net
Melody Thomas	RU	mthomas@rocklin.k12.ca.us
Mark William	VUS	

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

RESIGNATION/RETIREMENT:

1. Steven Phillip Barrett, SDC Teacher, Sierra Elementary, Resignation 6/3/2016
2. Julie Hilliker, Theater Teacher, Whitney High School, Resignation 5/2/2016
3. Mriah Peters, Elementary Teacher, Sierra Elementary, Resignation 6/3/2016
4. Rebecca Sanders, Elementary Teacher, Twin Oaks Elementary, Retirement 6/3/2016

2016-17 NEW HIRES:

5. Anne Konner, 1.0 FTE SDC Teacher, Rock Creek Elementary

CLASSIFIED PERSONNEL REPORT

RESIGNATIONS/RETIREMENT:

1. Tanya Patton, Instructional Aide, Antelope Creek Elementary, Resigned, 4/27/16
2. Lindsay Carrier, Special Ed Instructional Aide II, Twin Oaks Elementary, Resigned, 5/13/16
3. Cody Moraga, Groundskeeper I, Maintenance & Operations, Resigned, 5/2/16

LEAVE OF ABSENCE:

NEW HIRES FOR 2015-16:

4. Nancy Shaver, Special Ed Instructional Aide II, Antelope Creek Elementary, 4/25/16
5. Kerry Pratt, Special Ed Instructional Aide II, Antelope Creek Elementary, 4/25/16
6. Aaron Bryan, Computer Center Technician I, Breen Elementary, 4/27/16
7. Jenni Camera, Payroll Technician II, District Office, 5/19/16

RECLASSIFICATIONS/CHANGE IN HOURS:

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: \$28,527.82
Future years:
Funding source: Local sources

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

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

Packet Information:

List of donations

Recommendation:

Staff recommends accepting donations.

DONATIONS /May 18, 2016

Date	Donor	Donation	Comment/Purpose	School Site
4/15/2016	John Prophy/Keller Williams	\$300.00	T-shirts for Staff Development Day	Rocklin USD
4/15/2016	Joshua Bray Chiropractic	\$100.00	T-shirts for Staff Development Day	Rocklin USD
3/25/2016	Wells Fargo Matching Gift Program	\$15.00	On behalf of Tracy Gorman	Antelope Creek
4/8/2016	PG&E Giving Program	\$25.00	On behalf of Denise Sand	Breen
4/8/2016	Denise Sand /PG&E Giving Program	\$25.00		Breen
4/2/2016	Chris Riedinger	30 Books		Breen
3/3/2016	PG&E Giving Program	\$267.00	On behalf of Eva Olivares & Kristi Hoisington	Cobblestone
3/8/2016	Kristi Hoisington	\$222.00	Through PG&E Giving Program	Cobblestone
3/8/2016	Eva Olivares	\$45.00	Through PG&E Giving Program	Cobblestone
4/20/2016	Cobblestone PTC	\$600.00	For staff appreciation	Cobblestone
4/11/2016	PG&E Giving Program	\$25.00	On behalf of Travis Hale	Rock Creek
4/11/2016	Travis Hale/PG&E Giving Program	\$25.00		Rock Creek
4/18/2016	Union Pacific c/o CyberGrants, Inc.	\$531.46	Science Docent Program/ Ivan Sanders	Rock Creek
4/4/2016	Wells Fargo Matching Gift Program	\$300.00	On behalf of Kimberly Higa	Ruhkala
4/26/2016	Intel Volunteer Grant Program	\$375.00	Intel employees volunteer hours	Sierra
4/5/2016	Don Christensen/Union Pacific Corp.	\$772.36	For Art Class	Granite Oaks
4/14/2016	Don Christensen/Union Pacific Corp.	\$1,400.00	For ceramics & digital art	Rocklin High
4/11/2016	Gene Haas Foundation	\$20,000.00	Ten \$2,000 Scholarships	Rocklin High
4/26/2016	SalesForce.Org	\$1,000.00		Rocklin High
5/2/2016	Intel Volunteer Grant Program	\$740.00	Intel employees volunteer hours	Valley View
4/25/2016	AT&T Giving Program	\$40.00	On behalf of Jennifer Huston	Valley View
4/11/2016	Timothy Lewis/PG&E Giving Program	\$50.00		Whitney High
4/11/2016	PG&E Giving Program	\$50.00	On behalf of Timothy Lewis	Whitney High
4/11/2016	WHS Booster Club	\$1,620.00	For purchase of Chrome Books	Whitney High
	Total	\$28,527.82		

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Contract for Valley View Library Commons Project

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

Background:

The District went out to bid for the Library Commons Project at Valley View Elementary. This work is scheduled to start on June 6, 2016 and be completed this summer and before the beginning of the 2016-17 school year. This project is supporting the efforts of Valley View to transform their library and computer lab into a 21st century learning and creating space to support project based learning. This project will be a pilot for transforming elementary school libraries.

Status:

The bid for the Library Commons project was opened by the District on May 04, 2016.

The bid was reviewed by the Senior Director of Facilities & Operations and the Assistant Director of Facilities & Maintenance. The reviewers were in agreement to recommend award to Russell Fleming Construction for the complete bid of \$9,750.00.

Presenter:

Craig Rouse, Senior Director Facilities, Maintenance & Operations

Financial Impact:

Current year: \$9,750.00
Future years: N/A
Funding source: Fund 1 0250

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

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

Packet Information:

Contractor Agreement included.

Recommendation:

Staff recommends approval of the contract for the Library Commons project at Valley View Elementary School, in the amount of \$9,750.00, with Russell Fleming Construction.

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

This Agreement for the **Valley View Library Commons Project**, is entered into by and between the Rocklin Unified School District, ("District"), and **Russell Fleming Construction**, ("Contractor"), identified under social security number/federal identification number 1000025357, with its principal place of business/office(s) located at 16530 Applegate Road, CA 95703.

1. **TERM OF AGREEMENT / DATE(S) of SERVICE(S):** June 6, 2016 to July 15, 2016.

2. **SERVICES TO BE PERFORMED:** In consideration of the payment outlined in Paragraph 3 below, during the Term of Agreement / Date(s) of Service(s), Contractor agrees to perform services and, if applicable, provide materials and /or equipment to the District (hereinafter "Services"), as described below: **Scope of work to include, painting all drywall wall surfaces, paint four interior doors and casings, remove door to computer room and install casing and paint, remove glass from opening between existing office and computer lab and paint existing casing, remove cabinet at reception counter, as described in the attached Exhibit "A".**

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

3. **COMPENSATION:** In consideration of the Services fully rendered to District as described above, District agrees to pay Contractor a total fee of **\$9,750.00**. The District will make reasonable good faith efforts to pay all compensation due to Contractor within thirty (30) days of completion of Contractor's Services hereunder and the District's receipt of a properly completed invoice from Contractor for services rendered. Contractor further agrees that the District will not have any liability whatsoever as to any work or expense not specifically documented herein and properly invoiced by Contractor to District within sixty (60) days of completion of Services.

Other Consideration/Notes: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Contractor, notice will be addressed to:
Name: Russell Fleming Construction
Address: 16530 Applegate Road
City/State/Zip: Applegate, CA 95703

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

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

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

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

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

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

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

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

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

[signatures on next page]

AGREED TO AND ACCEPTED:

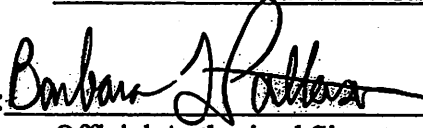
Contractor:

District:

Russell Fleming Construction

Rocklin Unified School District

By: 
Official Authorized Signature

By: 
Official Authorized Signature

RUSSELL FLEMING
Printed Name

BARBARA L. PATTERSON
Printed Name

Its: OWNER
Title

Its: DEPUTY SUPERINTENDENT
Title

5/5/16
Date

5/5/16
Date

License Number: 626121

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

WORKERS COMPENSATION CERTIFICATE

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

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

CONTRACTOR: RUSSELL FLEMING (owner)

By: RUSSELL FLEMING

Title: OWNER

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

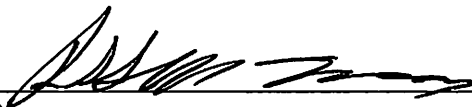
To the Governing Board of Rocklin Unified School District:

I, Russell Fleming (Name of Contractor) certify that:

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

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

Executed at Rocklin, California on 5/5/16
Date


(Signature)

RUSSELL FLEMING
(Typed or printed name)

OWNER
(Title)

16530 WILKINSON RD WILKINSON CA 95703
(Address)

9167127072
(Telephone)

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

I am the OWNER of RUSSELL FLEMING ("Bidder") submitting the
(Title/Position) (Bidder Name)

accompanying Bid Proposal for the Work described as Valley View L. Camp

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

2. The Bidder's DIR Registration Number is: 10000 25357. The expiration date of the Bidder's DIR Registration is June 30, 20 .

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

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

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

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

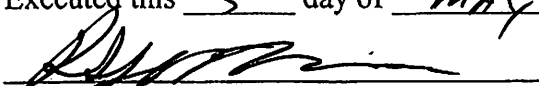
7. The Bidder's solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier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

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

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

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

Executed this 5 day of may, 2016 at Rodding CA.
(City and State)


(Signature)

RUSSELL FLEMING
(Name, typed or printed)

Exhibit A

PROPOSAL

RUSSELL FLEMING CONSTRUCTION
16530 APPEGATE ROAD
APPEGATE, CA 95703
PHONE: (916) 712-7072 FAX: (530) 878-1156
LIC. 626121

Proposal No. 1
Date: 5/4/16

Proposal Submitted To	Work To Be Performed At
Name: R.U.S.D. Street: City: Rocklin State: CA Zip: Telephone Number: Fax Number:	Name: Valley View Elementary School Street: City: Rocklin State: CA Zip

We hereby propose to furnish the materials and perform the labor necessary for the completion of:
Various changes in the library at Valley View Elementary School.

- Price includes:
1. Paint all dry wall surfaces as shown by Crdg. on 4/26/16
 2. Paint 4 interior doors and casings.
 3. Remove door to computer room and install casing and paint.
 4. Remove glass from opening between existing office and computer room and paint existing casing.
 5. Remove cabinet as shown at end of long office counter.
 6. Price is based on use of district supplied scissor lift.

*****ANY ROCK OR SOIL THAT CANNOT BE EXCAVATED BY TRACTOR OR BACKHOE OR TRENCHED AROUND, WILL BE HAMMERED OUT AT ADDITIONAL COST PER HOUR PLUS COST OF ANY ADDITIONAL EQUIPMENT.*****

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Contract for Whitney High School Baseball Field Halo Logo Project

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

Background:

The District went out to bid for the baseball field halo logo project at Whitney High School. This work is scheduled to be completed this summer and before the beginning of the 2016-17 school year.

Status:

Bids for the baseball field halo logo project were solicited by phone and opened by the District on April 05, 2016.

Bids were received from:

Russell Fleming Construction	\$7,190.00
Broxen Homes	\$Non Responsive
KC Concrete	\$Non Responsive
Laperle Concrete	\$Non Responsive

Bids were reviewed by the Senior Director of Facilities & Operations and the Assistant Director of Facilities & Maintenance. The reviewers were in agreement to recommend award to Russell Fleming Construction for the complete bid of \$7,190.00.

Presenter:

Craig Rouse, Senior Director Facilities, Maintenance & Operations

Financial Impact:

Current year:	\$7,190.00
Future years:	N/A
Funding source:	Whitney High School ASB Funds

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

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

Packet Information:

Contractor Agreement included.

Recommendation:

Staff recommends approval of the contract for the Baseball Field Halo Logo project at Whitney High School, in the amount of \$7,190.00, with Russell Fleming Construction.

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

This Agreement for the **Whitney High School Baseball Field Halo Project**, is entered into by and between the Rocklin Unified School District, ("District"), and **Russell Fleming Construction**, ("Contractor"), identified under social security number/federal identification number 1000025357, with its principal place of business/office(s) located at **16530 Applegate Road, CA 95703**.

1. **TERM OF AGREEMENT / DATE(S) of SERVICE(S):** May 23, 2016 to July 7, 2016.

2. **SERVICES TO BE PERFORMED:** In consideration of the payment outlined in Paragraph 3 below, during the Term of Agreement / Date(s) of Service(s), Contractor agrees to perform services and, if applicable, provide materials and /or equipment to the District (hereinafter "Services"), as described below: **Scope of work to include the installation of the concrete halo at the Whitney High School Baseball field, as described in the attached Exhibit "A".**

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

3. **COMPENSATION:** In consideration of the Services fully rendered to District as described above, District agrees to pay Contractor a total fee of **\$7,192.00**. The District will make reasonable good faith efforts to pay all compensation due to Contractor within thirty (30) days of completion of Contractor's Services hereunder and the District's receipt of a properly completed invoice from Contractor for services rendered. Contractor further agrees that the District will not have any liability whatsoever as to any work or expense not specifically documented herein and properly invoiced by Contractor to District within sixty (60) days of completion of Services.

Other Consideration/Notes: _____

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

5. **NON-EMPLOYEE / INDEPENDENT CONTRACTOR STATUS:** During the Term of this Agreement and/or Date(s) of Service(s), Contractor's Services for the District shall be rendered as an Independent Contractor. This Agreement is not intended, nor shall it be construed so as, to create the relationship of agent, employee, partnership, joint venture or association, or representative of the other for any purpose, or to imply any other relationship whatsoever between Contractor and District, except as set forth herein. Neither party is granted any expressed or implied

right or authority by the other party to assume or create any obligation or responsibility on behalf of or in the name of the other party, or to bind the other party in any manner or thing whatsoever. Contractor shall be solely responsible for paying all salaries, wages, benefits and other compensation which the Contractor's employees or consultants, if any, may be entitled to receive in connection with Contractor's Services hereunder, including, without limitation, withholding and paying all applicable payroll taxes and contributions, including federal, state and local income taxes, FICA, FUTA, and state unemployment, workers' compensation and disability insurance. Nothing contained hereunder will confer upon the Contractor any right to continue to render Services to the District, or to become employed by the District. The District and Contractor acknowledge that Contractor's Services hereunder are non-exclusive and Contractor is free to accept other work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Contractor, notice will be addressed to:	If to District, notice will be addressed to:
Name: Russell Fleming Construction	<u>Rocklin Unified School District</u>
Address: 16530 Applegate Road	<u>c/o:</u>
City/State/Zip: Applegate, CA 95703	<u>2615 Sierra Meadows Drive</u>
	<u>Rocklin, CA 95677</u>

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

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

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

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

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

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

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

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

[signatures on next page]

AGREED TO AND ACCEPTED:


Contractor:

District:

Russell Fleming Construction

Rocklin Unified School District

By: 
Official Authorized Signature

By: 
Official Authorized Signature

RUSSELL FLEMING
Printed Name

BARBARA L. PATTERSON
Printed Name

Its: OWNER
Title

Its: DEPUTY SUPERINTENDENT
Title

5/5/16
Date

5/5/16
Date

License Number: 626121

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

WORKERS COMPENSATION CERTIFICATE

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

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

CONTRACTOR: RUSSELL FLEMING LOUST

By: RUSSELL FLEMING

Title: OWNER

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

I am the OWNER of RUSSELL FLEMING CONSULT ("Bidder") submitting the
(Title/Position) (Bidder Name)

accompanying Bid Proposal for the Work described as Whitney Hike

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

2. The Bidder's DIR Registration Number is: 10000 25357. The expiration date of the Bidder's DIR Registration is June 30, 2016.

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

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

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

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

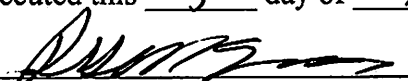
7. The Bidder's solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier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

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

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

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

Executed this 5 day of may, 20 16 at Rocklin CA.
(City and State)


(Signature)

RUSSELL FLEMING
(Name, typed or printed)

Exhibit A

We hereby propose to furnish the materials and perform the labor necessary for the completion of:
A concrete slab behind home plate varsity baseball field at Whitney High School.

Price includes:

1. Approximately 500 sq. ft. of 6 sac concrete, 5 1/2 inches thick as per plan.
2. 3/8" rebar, both directions 2 feet on centers.
3. Concrete pumped from access road.
4. All spoils hauled to Twin Oaks School.
5. Broom finish on concrete.
6. Saw cuts every 10 feet to control cracking.
7. Concrete sits 3/8 inches below average ground height.
8. All work is curbing out on weather.
9. Price does not include installing carpet after concrete cures.

*****ANY ROCK OR SOIL THAT CANNOT BE EXCAVATED BY TRACTOR OR BACKHOE, OR TRENCHED AROUND, WILL BE HANDLED OUT AT ADDITIONAL COST PER HOUR PLUS COST OF ANY ADDITIONAL EQUIPMENT.*****

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Seven thousand one hundred ninety and no cents

Dollars (\$7,190.00)

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Contract for Rocklin High School Technology Lecture Hall Seating Replacement Project

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

Background:

The District bid the Technology Lecture Hall Seating Replacement project at Rocklin High School. This work is scheduled to start on June 6, 2016 and be completed before the beginning of the 2016-17 school year.

Status:

The bid for the Technology Lecture Hall Seating Replacement project was opened by the District on April 22, 2016.

The bid was reviewed by the Senior Director of Facilities & Operations and the Assistant Director of Facilities & Maintenance. The reviewers were in agreement to recommend award to Sierra Schools Equipment Company for the complete bid of \$12,028.40.

Presenter:

Craig Rouse, Senior Director Facilities, Maintenance & Operations

Financial Impact:

Current year: \$12,028.40
Future years: N/A
Funding source: Fund 14 Deferred Maintenance

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

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

Packet Information:

Contractor Agreement included.

Recommendation:

Staff recommends approval of the contract for the Technology Lecture Hall Seating Replacement project, at Rocklin High School, in the amount of \$12,028.40, with Sierra Schools Equipment Company.

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

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

1. **TERM OF AGREEMENT / DATE(S) of SERVICE(S)**: June 6, 2016 to August 15, 2106.

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

Rocklin High School Technology Lecture Hall Seating Replacement Project as described in attached Exhibit "A".

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

3. **COMPENSATION**: In consideration of the Services fully rendered to District as described above, District agrees to pay Contractor a total fee of \$ ~~12,028.40~~. The District will make reasonable good faith efforts to pay all compensation due to Contractor within thirty (30) days of completion of Contractor's Services hereunder and the District's receipt of a properly completed invoice from Contractor for services rendered. Contractor further agrees that the District will not have any liability whatsoever as to any work or expense not specifically documented herein and properly invoiced by Contractor to District within sixty (60) days of completion of Services.

Other Consideration/Notes: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[signatures on next page]

AGREED TO AND ACCEPTED:

Contractor:

District:

Sierra Schools Equipment Company

Rocklin Unified School District

By: 

By: 

Official Authorized Signature

Official Authorized Signature

Patrick G. McDermott

BARBARA PATTERSON

Printed Name

Printed Name

Its: Vice-President

Its: DEPUTY SUPERINTENDENT

Title

Title

April 29, 2016

5/6/16

Date

Date

License Number: 422359

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

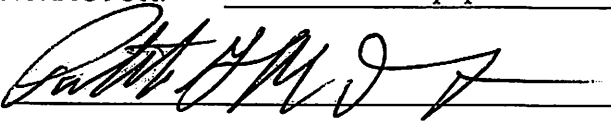
WORKERS COMPENSATION CERTIFICATE

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

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

CONTRACTOR: Sierra School Equipment Company

By:



Title: Patrick G. McDermott, Vice-President

Sierra School Equipment Company

A California Corporation

CALIFORNIA CONTRACTORS LICENSE # 422359
NEVADA CONTRACTORS LICENSE #0032471
1911 MINERAL COURT
BAKERSFIELD, CALIFORNIA 93308
PHONE (661) 399-2993 • FAX (661) 399-0218
EMAIL sales@ssecinc.com

April 22, 2016

Exhibit A

Craig Rouse
Rocklin Unified School District
Facilities Department
2615 Sierra Meadows Drive
Rocklin, California 95677

Phone 916-630-2246
Email crouse@rocklin.k12.ca.us

**RE: ROCKLIN HIGH SCHOOL TECH CLASSROOM
IRWIN SEATING COMPANY
NEW TABLE SEATING PRICE PROPOSAL Revision #1**

Dear Craig:

Sierra School Equipment Company per the site visit has prepared the following offer to remove the existing Irwin 671 Style Chairs and replace them with the Irwin 900 Series Fixed Tables and Loose Seating. The quote provided give the cost of the new tables with discounting provide by Sierra School Equipment Company. Further explanation is provided below. Pricing is based on quantities noted and based on the descriptions below. Pricing is predicated on using Irwin standard colors unless otherwise noted. Sales tax is included and is calculated based on a lump sum contract price.

NEW IRWIN 900 SERIES LECTURE TABLES

<u>Quantity:</u>	<u>Description:</u>	<u>Unit Price:</u>	<u>Total Price:</u>
1 Lot	Irwin Seating Company 900 Lecture Series Tables as described herein & per drawings on Pg.4-6: <ul style="list-style-type: none">• 900 Series Lecture Tables, Floor-mounted• Model 900 table support column - level floor.• 18 inch deep table tops. (159 ft quoted) for all but row 1• 20 inch deep table tops for row 1• Standard vinyl t-mold edge banding.• Hilti anchors bolts with cover caps.• Irwin Standard Powder Coat.• Irwin Standard Laminate on Top Surfaces.		\$ 18,302.40
72 each	Alumni Smooth 4-Legged Student Chairs. Please note chairs are not included in the bid above.	\$65.00	\$ 4,680.00

Not included in the above pricing are the following items but are shown as alternate adds to the pricing above:

<u>Quantity:</u>	<u>Description:</u>	<u>Unit Price:</u>	<u>Total Price:</u>
1 Lot	Irwin Seating Company Modesty Panels for the above tables. Modesty Panels are 12" tall with standard laminate and standard t-mold edge banding. Modesty Panels are segmented.	\$48.00	\$ 2,976.00

Please note based on the tread depth being less than the manufacture's recommended depth we are using 18" table tops. We are not recommending the modesty panels based on the 18" tops and the possibility of the students separating them from the tables tops with force. Modesty Panels can also be added at a later date if required. If ordered later, we will need to requote the modesty panels at that time.

The above pricing is to provide what the cost would be involved in ordering the table system referenced above should this have been the selection in 2014. I have reviewed this project with the factory and as expected they found no fault on their end due to defects in the product. The history with regards to the factory is they did provide replacement shells in response to the first complaint of shells cracking with no questions asked. The second complaint the following year the factory requested and we provided photos and a site inspection report. The factory found based on the photos and report the cause of the damaged chairs to be vandalism and not factory defects. Chairs that had chairs in front of them were found with foot prints on the back of the shells indicating the kids are forcing the chair shells forward; thus, causing them to crack or break off the frame. The chair shells with a wall directly behind them or no seat behind were not experiencing this issue. The factory has indicated it will not be providing new parts at no charge for the seating currently installed based upon these site findings and the product history of many installations throughout the USA in college, university, K-12 and corporate setting not experiencing this failure. The factory will provide pricing for replacement parts required

Initially Sierra School Equipment Company did provide pricing for a few chair options and highly recommended the Patriot chair for this application. Unfortunately, the District budget or other circumstances did not lead to purchasing the Patriot chair in lieu of the 671 style.

Sierra School Equipment Company per our site conversation would like to continue developing and growing a relationship with the Rocklin Unified School District. Steven McDermott is a resident within the City of Rocklin and hopes to be involved with many other opportunities with the District. It is our hope that offering the following solution will indicate to the District that Sierra School Equipment Company is a Company they can depend on. Sierra School Equipment Company is offering the following to bring the Rocklin High School Tech Classroom to a fully functioning room per the desired new product design requirements requested:

- 1) Rocklin Unified School District originally purchase the new seating at cost of \$16,560.00 for 72 each new chairs. Please note had the District selected to use a table system originally when replacing chairs, the cost would have been roughly \$2,000.00 higher than the purchase order price for the chairs purchased. Using the table system was not an option originally explored.
- 2) Sierra School Equipment Company will remove the 72 chairs installed at no cost to the Rocklin Unified School District and provide a credit of \$864.00 towards the new tables quoted above.

- 3) Sierra School Equipment Company will remove the existing chairs from the site and provide a credit for the old chairs towards the new tables quoted above of \$8,000.00.
- 4) Sierra School Equipment Company will provide the installation of the new table units at a discounted rate by providing a credit of \$2,090.00 towards the new tables quoted above.
- 5) Based on all the above in the base bid (excluding modesty panels for reasons explained above) the cost to the District for the removal of the existing chairs and installation of the new tables would be as follows:

New Tables, delivered, installed (prior to credits)	\$18,302.40
New Chairs (72 each)	\$4,680.00
Credit for removal	(\$864.00)
Credit for Irwin 671 chairs	(\$8,000.00)
Credit for installation of new fixed tables	(\$2,090.00)
Total for new fixed tables	\$12,028.40

Our pricing includes delivery, installation, and California sales tax. California sales tax is based on the current 7.50% rate for Placer County. Pricing is based on quantities as noted and as shown in the seating layout provided. Prices are based upon delivery prior to July 2016. Lead time for new seating is 8 to 10 weeks after approved colors. Sierra School Equipment Company has made a site field check of which the layout was developed. If bonds are required, an additional 2% will be added to the contract amount. This proposal is firm for 30 days from the proposal date.

Please see the fixed table layout attached to this quote. The design provide the aisle in the middle of the room for the panel wall divider to function.

If you have any questions or need additional information, please e-mail or call.

Sincerely,

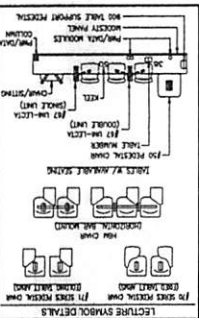
SIERRA SCHOOL EQUIPMENT COMPANY

Patrick G. McDermott 

Patrick G. McDermott
P (661) 399-2993
F (661)399-0218
Email patmcdermott@ssecinc.com

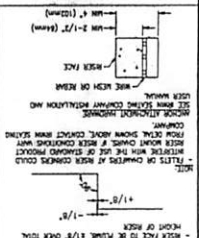
PGM/dh

cc Steven R. McDermott
P (916) 572-4572
F (661)399-0218
Email stevenmcdermott@ssecinc.com

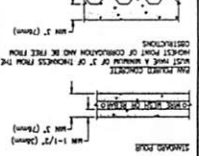


LECTURE SYMBOL DETAILS
 1/2\"/>

SPECIAL PRODUCT NOTES:
 (FOR BIDDING USE ONLY)
 NO SPECIAL PRODUCT NOTES REQUIRED.



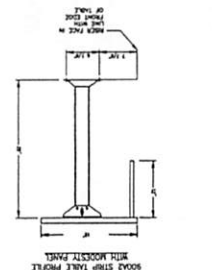
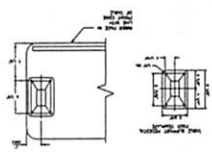
RISE-ON MOUNTING
 1\"/>



FLOOR MOUNTING
 1\"/>

MINIMUM CONCRETE REQUIREMENTS
 SEE SPECIFICATIONS FOR CONCRETE REQUIREMENTS.
 1\"/>

FLOOR CONSTRUCTION
 FAILURE TO MEET MINIMUM FLOOR REQUIREMENTS
 INCLUDING MINIMUM INSULATION LAYER PARTS
 AND THE ROOM ABOVE MAY VOID THE
 RESPONSIBILITY OF BIDDING COMPANY. IN
 ACCORDANCE WITH THE INSTALLATION INSTRUCTIONS
 AND BE VOIDED.



PROJECT NUMBER
 5301 VICTORY LANE
 ROCKLIN, CA 95785

VERIFIED FIELD DIMENSIONS
 DESIGN HEIGHT OF CHAIRS IS TO BE MOUNTED TO
 CONCRETE.

PROJECT NOTES:
 **DRAWN FROM A FIELD CHECK.

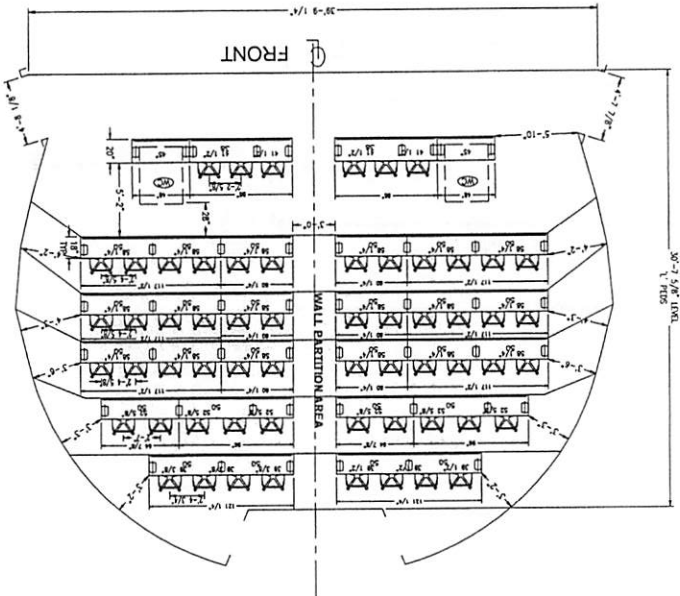
0	UNIVERSAL POWER FESTIVAL
8	JOINTS
70	SOFT KEELS
7	SOFT KEELS
49	WOOD FESTIVALS
62	TOTAL SITTINGS
2	WHEELCHAIR SITTINGS
60	REGULAR SITTINGS
#800 STRIP TABLE BULKHARY	
LECTURE ROOM	

RELEASE / REVISION
 BY DATE

COMPLIANCE WITH THE REQUIRED LOCAL NATIONAL BUILDING CODE
 AND SAFETY CODES IS THE EXCLUSIVE RESPONSIBILITY OF THE
 BIDDING COMPANY. IN ACCORDANCE WITH THE INSTALLATION
 INSTRUCTIONS AND BE VOIDED.

CONTACT INFORMATION:
 2251 FRONT RIDGE AVE NW
 GRAND RAPIDS, MI 49544
 PHONE: 616-771-7411
 FAX: 616-771-7411
 WWW.BIRMANBEATING.COM

SHEET 1 OF 3
P10245



12. TOTAL MOORETY TABLES (12 TOTAL)
 MOORETY TABLE LENGTH BREAKDOWN:
 12 x 20' x 60" (12 TOTAL)
 MOORETY TABLE LENGTH BREAKDOWN:
 12 x 20' x 60" (12 TOTAL)
 MOORETY TABLE LENGTH BREAKDOWN:
 12 x 20' x 60" (12 TOTAL)

13. TOTAL MOORETY TABLES (12 TOTAL)
 MOORETY TABLE LENGTH BREAKDOWN:
 12 x 20' x 60" (12 TOTAL)
 MOORETY TABLE LENGTH BREAKDOWN:
 12 x 20' x 60" (12 TOTAL)
 MOORETY TABLE LENGTH BREAKDOWN:
 12 x 20' x 60" (12 TOTAL)

**LECTURE ROOM
 8000 SQUARE FEET TABLE SUMMARY**

00 - SQUARE SITTING	2
01 - WHELCHEM SITTING	2
02 - TOTAL SITTINGS	4
43 - TOTAL PERFORMERS	4
44 - 20' x 60" TABLES	4
45 - JOINTS	1
0 - QUANTITIES POWER RECEIPTS	0

PROJECT NUMBER
P10245
 PROJECT NUMBER

VERIFIED FIELD DIMENSIONS
 SECTION HEIGHT OF CHAIRS IS TO BE MOUNTED TO CONCRETE

PROJECT NOTES:
 **DIMENSIONS FROM A FIELD CHECK
 **TABLES FOR WHEELCHAIR SPACES DRAWN AT 20" DEEP

Rocklin High School
 5301 VICTORY LANE
 ROCKLIN, CA 95765

SCALE: 1/4" = 1'-0"
 SHEET 2 OF 3

DESIGNATED BY DATE
 RELEASE / REVISION
 NO RESPONSIBILITY FOR CODE INTERPRETATION OR COMPLIANCE

DESIGNED FOR THE PROJECT. THE DESIGNER'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

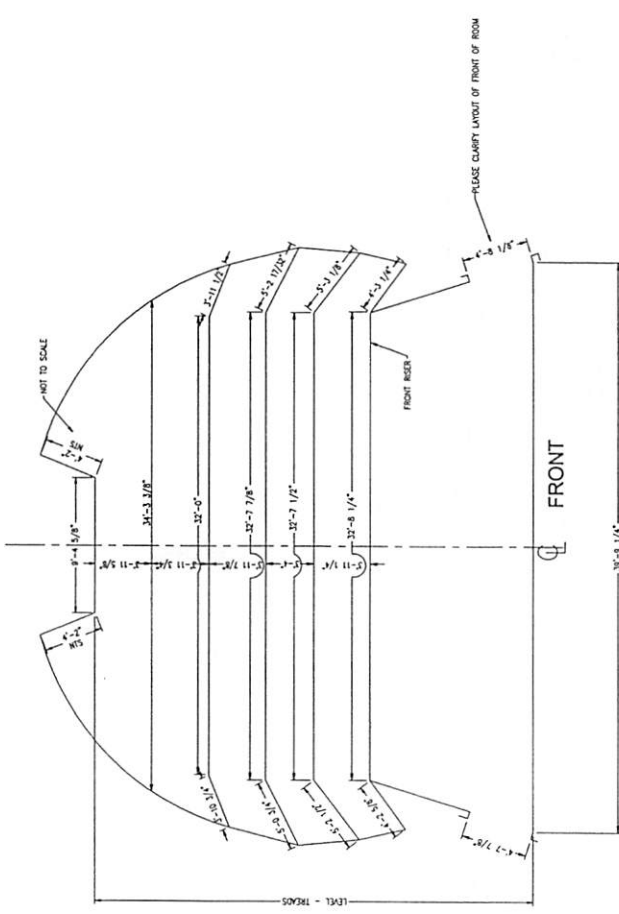
2231 FRUIT RIDGE AVE NW
 GRAND RAPIDS, MI 49544
 PHONE: 616-774-4111
 FAX: 616-774-4112
 WWW.MANNESMAN.COM

3284 FRUIT RIDGE AVE NW
 GRAND RAPIDS, MI 49544
 PHONE: 616-601-1100
 FAX: 616-601-1101
 WWW.WYBRATING.COM

WYBRATING
 COMPANY, INC.
 COMPLIANCE WITH THE SEISMIC/LOGICAL, NATIONAL, BUILDING, AND
 AND SAFETY CODES IS THE EXCLUSIVE RESPONSIBILITY OF THE
 CONTRACTOR. WYBRATING COMPANY, INC. IS NOT RESPONSIBLE FOR THE
 ACCURACY OF THE DIMENSIONS OR THE ASSUMPTIONS MADE IN THIS
 DRAWING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE
 DIMENSIONS AND ASSUMPTIONS BEFORE PROCEEDING WITH THE
 CONSTRUCTION. WYBRATING COMPANY, INC. IS NOT RESPONSIBLE FOR
 THE CONSTRUCTION OF THE WORK OR FOR THE PERFORMANCE OF THE
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 WORK.

RELEASE REVISION	BY	DATE
1	AW	11/11/11
2	AW	11/11/11

****VERIFIED BUILDING DIMENSIONS BY A FIELD CHECK****



PROJECT NOTES:

**DRAWN FROM A FIELD CHECK

**DIMENSIONS FOR WELLSHOP SPACES DRAWN AT 30" DEEP.

VERIFIED FIELD DIMENSIONS

DESIGN INTENT OF DIMENSIONS TO BE MOUNTED TO CONCRETE

ROCKLIN HIGH SCHOOL
 5301 VICTORY LANE
 ROCKLIN, CA 95765

DRAWN BY: DAVID J. LARSEN	PROJECT NUMBER: P10245
DATE: 11/11/11	SHEET: 3 OF 3

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Contract for Summer 2016 Exterior Painting Projects

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

Background:

The District went out to bid for the Summer 2016 Exterior Painting Projects. Bids were solicited by newspaper and phone.

Status:

The bids were opened by the District on April 11, 2016.

Bids were received from:

GSP Painting Inc.	\$122,400
A Plus Painting	\$154,550
Veras Painting	\$163,899
Everlast Builders Inc.	\$175,000
CAM Painting	\$183,000
Piana Construction Painting Inc.	\$209,000
Color New Co.	\$216,000
Horizon Brothers Painting	\$232,012
Diamond Painting Co.	\$303,000

Bids were reviewed by the Senior Director of Facilities & Operations and the Assistant Director of Facilities & Maintenance. The reviewers were in agreement to recommend award to GSP Painting Inc. for the complete bid of \$122,400.00.

This work is scheduled to start on June 6, 2016 and be completed before the beginning of the 2016-17 school year, subject to board approval.

Presenter:

Craig Rouse, Senior Director Facilities, Maintenance & Operations

Financial Impact:

Current year: \$122,400.00
Future years: N/A
Funding source: Fund 14 Deferred Maintenance

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

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

Packet Information:

Contractor Agreement included.

Recommendation:

Staff recommends approval of the contract for the Summer 2016 Exterior Painting Projects, in the amount of \$122,400.00, with GSP Painting Inc.

**ROCKLIN UNIFIED SCHOOL DISTRICT
CONSTRUCTION AGREEMENT
(Projects over \$15,000)**

THIS AGREEMENT is between Rocklin Unified School District ("District") and GSP Painting Inc. ("Contractor"). District and Contractor agree as follows:

1. **Project.** Contractor shall perform everything required to be performed and shall provide and furnish all labor, materials, tools, equipment, and all utility and transportation services required for the construction of **Summer 2016 Exterior Painting Projects** ("Project") as described in the attached Exhibit "A".

All work to be performed and materials to be furnished shall be in conformity with the complete Agreement which includes the following Contract Documents, all of which are incorporated by reference: Notice to Contractors Calling for Bids, Instructions to Bidders, Bid Form, Designation of Subcontractors, Workers' Compensation Certificate, Performance Bond, Non-collusion Affidavit, Insurance Certificates, Guarantees, any Payment Bond, Change Orders, Shop Drawing Transmittals, Contractor's Certificate Regarding Non-Asbestos and/or Lead Containing Materials, if any, Davis-Bacon Compliance Certification, if any, Fingerprinting Certification, Labor Compliance Program documents, if any, Special Conditions and/or Special Requirements, Plans, Drawings, and/or Specifications, this Agreement, and any modifications, addenda, and amendments of or to any of these documents. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. **Time for Performance.** Contractor shall commence work on the Project on the date stated in the District's Notice to Proceed and shall complete the Project within 60 calendar days after that. Time is of the essence in this Agreement.

3. **Contract Price.** Subject to the terms and conditions of this Agreement, District shall pay to Contractor for all work to be performed under this Agreement the total sum of **\$122,400**.

4. **Payments.**

A. **Duration of Contract: 60 calendar days.**

(1) **Less than 60 Days:** Contractor shall be paid an amount equivalent to 95 percent of the contract price upon acceptance of the Project by the Governing Board or other governing body of District. Contractor shall be paid the remaining five (5) percent of the Contract Price within 35 days following the recording of a Notice of Completion.

(2) **Greater than 60 Days:** Contractor shall be paid a sum equal to 95 percent of the value of all work performed and of materials delivered and used, less the aggregate of previous payments. District may also deduct from such payments any amounts deemed due from Contractor. These monthly payments shall be made only on the basis of estimates which shall be prepared by Contractor on a form approved by District and filed before the fifth day of the month during which payment is to be made. Before

consideration of a request for payment, a certificate in writing shall be obtained from the Architect stating that the work for which the payment is demanded has been performed in accordance with the terms of the Contract Documents and that the amount stated in the certificate is due under the terms of the Contract Documents. The certificate of the Architect shall not be conclusive upon District, but advisory only. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release Contractor or Surety from any damages arising from such work or from enforcing each and every provision of this Agreement, and District shall have the right to subsequently correct any error made in any estimate for payment.

B. From the payments specified in Paragraph A, District may make any deductions authorized or required by law or this Agreement including, by way of example only, the following:

- (1) Liquidated and other damages described in Paragraph 11;
- (2) Defective work not remedied.
- (3) Failure of Contractor to make proper payments to its subcontractor(s) or material suppliers for materials or labor.
- (4) Damage to another contractor.
- (5) Other damages sustained by District.

5. Submission of Bonds and Certificates. The Contractor shall not commence any work on the Project until it has submitted to District all certificates and bonds required by this Agreement. All bonds and certificates shall be submitted to District within ten days following award of this contract.

6. Insurance. Contractor shall take out and maintain at its own cost and expense during the term of this Agreement the following insurance:

- A. Workers compensation insurance for all of Contractor's employees in amounts not less than that required by law. Pursuant to Labor Code Sections 3700 and 1860, et seq., Contractor shall submit to District an acceptable Workers Compensation Certificate.
- B. Contractor shall obtain and maintain in effect at its own cost and expense during the term of this Agreement public liability and property damage insurance with per occurrence limits of not less than One Million Dollars (\$1,000,000.00) for death or personal injury and One Million Dollars (\$1,000,000.00) for property damage. The policy(ies) shall contain an endorsement naming District as an additional insured insofar as this Agreement is concerned, and provide that notice shall be given to District at least 30 days prior to cancellation or material change in the form of such policy(ies). Contractor shall furnish District with certificates for insurance

containing the endorsements required under this section, and District shall have the right to inspect the original policy(ies) of such insurance upon request.

C. All insurance companies must meet the following criteria:

- (1) U.S. Treasury listed
- (2) California admitted, as confirmed by the California Department of Insurance or listed in the California Department of Insurance's List of Eligible Surplus Line Insurers ("LESLI List")
- (3) A minimum rating of "A- VIII," as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, 08858.

7. **Performance/Payment Bonds.** The Contractor shall furnish a Performance Bond in an amount equal to 100 percent of the Contract Price. If the Contract Price specified in Paragraph 3 is more than \$25,000, the Contractor shall also furnish a Payment Bond in an amount equal to 100 percent of the Contract Price. Any bond submitted must be issued by a California admitted corporate surety which is U.S. Treasury listed and whose U.S. Treasury listing indicates a bonding capacity in excess of the project cost. If a California admitted surety insurer issuing a bond does not meet these requirements, the insurer will be considered sufficient if each of the following conditions is satisfied:

A. The following documents are submitted with the bond:

- (1) The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so.
- (2) A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner.
- (3) A certificate from the county clerk of the county in which the District is located that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

B. If it appears that the bond was duly executed, that the insurer is authorized to transact surety insurance in the state, and that its assets exceed its liabilities in an amount equal to or in excess of the amount of the bond subject to Insurance Code Section 12090.

8. **Changes and Extra Work.** Contractor and District agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a Supplemental Contract or Change Order and approved and signed by District and Contractor. Should District direct or request additional project work not otherwise included within Paragraph 1 of this Contract, the cost of the additional work shall be added to the Contract Price and paid by

District pursuant to Paragraph 4 of Agreement. The term "cost" as used in this paragraph means the actual cost to Contractor of the labor, materials, or subcontracts required for the additional work increased by no more than 10 percent for Contractor overhead (including any increased bond costs).

9. **Indemnification.** Contractor shall indemnify and hold harmless District, its governing board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- A. Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of District.
- B. Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of Contractor, or any person, firm, or corporation employed by Contractor, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off District's property, if the liability arose due to the negligence or willful misconduct of anyone employed by Contractor, either directly or by independent contract.

At Contractor's own expense, cost, and risk, Contractor shall defend at the District's request any and all actions, suits, or other proceedings that may be brought or instituted against District, its governing board, officers, agents, or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against District, its governing board, officers, agents, or employees in any action, suit, or other proceeding as a result thereof.

10. **Termination of Contract.** Should Contractor commit any of the acts specified in this paragraph, by giving seven day's written notice to Contractor, District may, without prejudice to any other rights or remedies afforded District by law or by this Agreement, terminate the services of Contractor under this Agreement; take possession of the Project and the premises on which it is located; take possession of all materials, tools, and appliances located on the premises; and complete the Project by whatever method District may deem expedient. Contractor shall be deemed to have committed an act specified in this paragraph if Contractor:

- A. Is adjudged a bankrupt;
- B. Makes a general assignment for the benefit of creditors;
- C. Refuses or fails to supply enough properly skilled workers or proper materials to complete the Project in the time specified in this Agreement;
- D. Fails to make prompt payment to subcontractors, workers, or material suppliers for labor performed on or materials furnished to the Project;
- E. Persistently disregards any laws or ordinances relating to the Project or its completion; or

F. Otherwise commits a substantial violation of any provision of this Agreement.

11. Liquidated Damages.

- A. Pursuant to Government Code Section 53069.85, for each calendar day completion is delayed beyond the time allowed in this Agreement, Contractor shall forfeit and pay to District the sum of \$100 per calendar day which shall be deducted from any payments due to or to become due to Contractor. In addition to any liquidated damages which may be assessed, if Contractor fails to complete the Project within the time period provided in the Contract Documents, and if as a result District finds it necessary to incur any costs and expenses (for example, relating to the acquisition and use of facilities pending completion of the Project), Contractor shall pay all those costs and expenses incurred by District. These costs and expenses may include but are not limited to such items as rental payments, inspection fees, and additional architectural fees related to acquisition of facilities. These costs and expenses may be retained by District from any payments otherwise due to Contractor.
- B. Liquidated damages shall not be imposed because of any delays in completion of the project work due to (1) unforeseeable causes beyond the control and without the fault or negligence of Contractor and (2) performing any extra work pursuant to Paragraph 8 of this Agreement.

12. Clean-up. Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

13. Force Majeure. The Contractor shall be excused from performance hereunder during the time and to the extent that he is prevented from performing by act of God, fire, strike, lockout or commandeering of materials or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

14. Non-Discrimination Endorsement. It is the policy of the Contractor and District mutually agree that they will comply with all applicable Federal and California state anti-discrimination laws and regulations and agree not to unlawfully discriminate against any prospective or active employee engaged in the work on the basis of race, color, age, ancestry, national origin, sex, religious creed, marital status, or physical or mental disability, or sexual orientation or any other category protected by law, including but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all subcontractors employed. Contractor and District mutually agree that they will comply with all applicable federal and state anti-discrimination laws and

regulations, and agree not to unlawfully discriminate against students on the basis of race, color, creed, religion, sex, age, national origin, ancestry, marital status, physical or mental disability, sexual orientation, or any other category protected by law.

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

16. **Patents, Royalties and Indemnities.** The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

17. **Guarantee.** Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one-year period from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

18. **Notices.** Any and all notices or other matters required or permitted by this Agreement or by law to be served on, given to, or delivered to either District or the Contractor by the other party to this Agreement shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or to a supervisory employee of that party, or in lieu of personal service, when deposited in the United States Mail, first class postage paid, addressed: Attn: Senior Director of Facilities & Operations, Rocklin Unified School District, 2615 Sierra Meadows Drive, Rocklin, CA 95677, or to the Contractor at 2286 Cervantes Drive, Rancho Cordova, California 95670. Either party may change the party's address for these purposes by giving written notice of the change to the other party in the manner provided in this paragraph.

19. **Assignment.** This Agreement is for the personal services of Contractor in performing the work described in Section 1 of this Agreement and Contractor may not assign this Agreement, Contractor's right to monies becoming due under this Agreement, or Contractor's duties under this Agreement to any other person or entity without written consent of the District.

20. **Removal or Relocation of Main or Trunkline Utility Facilities.** The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for

removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy and for equipment on the project necessarily idled during such work.

21. Drug Free/Smoke Free/Alcohol Free Policy. All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products, and alcohol will not be tolerated.

22. Wage Rates. Pursuant to the provisions of Article 2, commencing with Section 1770 of the Labor Code, District has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Agreement. The general rates of per diem wages are available at District's office. In the event that the listed or posted rates are in error, Contractor is responsible to pay those rates determined by the Director of Industrial Relations to be applicable, and District shall not be responsible for any damages arising from the error.

It is the responsibility of Contractor to comply with the provisions of Labor Code Section 1776 dealing with the maintenance and inspection of employee payroll records.

The project is subject to prevailing wage monitoring and enforcement by the Department of Industrial Relations (DIR). The successful bidder and all subcontractors will be subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. The successful bidder and all subcontractors will be required to furnish electronic certified payroll records to the DIR on the frequency specified in the Notice Calling for Bids using the DIR's eCPR system. Failure to timely submit certified payroll records may result in debarment from public works projects by the Labor Commissioner for a period of one to three years. Contractor shall comply with all requirements of the Labor Code and attendant regulations pertaining to prevailing wage monitoring and compliance as indicated in the Contract Documents, and/or as required by the DIR, including, but not limited to, posting job site notices prescribed by Title 8 CCR § 16451(d). Contractor shall permit District, the DIR or their designee to interview Contractor's employees concerning compliance with prevailing wage, apprenticeship, and related matters, whether or not during work hours, and shall require each subcontractor to provide District, the DIR or their designee with such access to its employees.

23. Apprentices. If applicable, Contractor shall comply with the requirements of Labor Code Section 1777.5 dealing with the employment of apprentices.

24. **Hours.** Pursuant to the provisions of Article 3, commencing at Section 1810 of the Labor Code, Contractor shall pay the required rate of overtime for all hours worked in excess of eight hours per day and 40 hours per week.
25. **Laws and Regulations.** Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations relating to the work required by this Contract.
26. **Permits/Licenses.** All necessary permits and licenses shall be secured and paid for by Contractor. The Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the appropriate classification required for the performance of this work, as determined by state and local government ordinance. This contract shall commence on the date specified in this purchase order, with work to be completed within the time allotted herein.
27. **Utilities.** Unless otherwise agreed by the parties in writing, all utilities including but not limited to electricity, water, gas, and telephone used on the Project shall be furnished and paid for by Contractor.
28. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, upon application of either party the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the parties.
29. **Contractor's License and DIR Registration .** In order to perform the work required by this Agreement, Contractor must possess a valid, active license in the classification specified in the Notice to Contractors Calling for Bids issued by the State of California, which shall remain valid and active throughout the Project. In addition, Contractor must be registered with DIR as a public works contractor. Contractor registration is accomplished through the portal <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.
30. **Non-Collusion Affidavit.** The party making the foregoing proposal certifies that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Contractor has not directly or indirectly induced or solicited any other bidder to put false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Contractor has not in any manner, directly or indirectly, sought by agreement communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company

association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

31. **Trenching or Other Excavations.** If the Project involves digging trenches or other excavations that extend deeper than four feet, the following provisions shall be a part of this Contract:

- A. Contractor shall promptly, and before the following conditions are disturbed, provide written notice to District if Contractor finds any of the following conditions:
 - (1) Material that Contractor believes may be a hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site which are different from those indicated or expected.
 - (3) Unknown physical conditions at the site of any unusual nature or which are materially different from those ordinarily encountered and generally recognized as inherent in work which Contractor generally performs.
- B. In the event that Contractor notifies District that Contractor has found any of the conditions specified in subparagraphs (a), (b) or (c) above, District shall promptly investigate the condition(s). If District finds that the conditions are materially different or that a hazardous waste is present at the site which will affect Contractor's cost of, or the time required for, performance of the Agreement, District shall issue a change order in accordance with the procedures set forth in this Agreement.
- C. In the event that a dispute arises between District and Contractor regarding any of the matters specified in Paragraph (2) above, Contractor shall proceed with all work to be performed under the Agreement and Contractor shall not be excused from completing the Project as provided in the Agreement. In performing the work pursuant to this Paragraph, Contractor retains all rights provided by law which pertain to the resolution of disputes and protests between the contracting parties.

32. **Claims.**

- A. Public works claims of \$375,000 or less between Contractor and District are subject to the provisions of Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 2 of the Public Contract Code. For purposes of this Paragraph and Article 1.5, "public work" means "public works contract" as defined in Public Contract Code section 1101; "claims" means a separate demand by Contractor for a time extension or payment of money or damages arising from work done by or on behalf of Contractor pursuant to the Agreement, and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or the amount of the payment which is disputed by District.

- B.** Each claim must be submitted in writing five days after the damage was sustained or after the event or action giving rise to the claim and shall include all documents necessary to substantiate the claim. District shall respond in writing within 45 days of receipt of the claim if the claim is less than or equal to \$50,000 ("\$50,000 claim") or within 60 days if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to any defenses to the claim which District may have against Contractor. Any additional information shall be requested and provided upon mutual agreement of District and Contractor.
- C.** District's written response to the claim shall be submitted to Contractor within 15 days after receipt of the further documentation for \$50,000 claims or within 30 days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by Contractor in producing the additional information, whichever is greater.
- D.** Within 15 days of receipt of District's response, if Contractor disputes District's written response, or within 15 days of District's failure to respond within the time prescribed, Contractor shall provide written notification to District demanding an informal conference to meet and confer ("Conference") to be scheduled by District within 30 days. Following the Conference, if any claim or portion remains in dispute, Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time Contractor submits the written claim pursuant to this section until the time that claim is denied as a result of the conference process, including any period of time utilized by the meet and confer process.
- E.** Pursuant to Public Contract Code Section 20104.2(f), this paragraph does not apply to tort claims and does not change the period for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.
- F.** If a civil action is filed, within 60 days but no earlier than 30 days following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that the parties select a disinterested third person mediator within 15 days; that mediation shall be commenced within 30 days of the submittal, and shall be concluded within 15 days of the commencement of the mediation unless time is extended upon a good cause showing to the court or by stipulation of the parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint a mediator.
- G.** If the matter remains in dispute, the case shall be submitted to judicial arbitration as set forth in Public Contract Code Section 20104.4 (b)(1) through (b)(3).

- H. In the event of a claim for an amount in excess of \$375,000, the parties shall follow the procedures applicable to claims over \$50,000 and less than or equal to \$375,000, and:
- (1) All such actions as are required by these procedures are to be completed prior to any resort to judicial action.
 - (2) In the event of disputes not resolved by the parties, the parties agree to appoint a mediator mutually acceptable to both parties to resolve all disputes.
 - (3) In the event the parties are unable to agree on a mediator, the mediator is to be selected by application to the Superior Court of the county in which District is located for selection of the mediator from a list of names provided by the parties, each party submitting no more than three names.
 - (4) The selected mediator shall set a mediation as soon as possible. In the event the dispute is not resolved by mediation, the parties may then resort to the judicial process.
- I. In the event a dispute arises between the parties during the course of the Project, the parties shall attempt to resolve the dispute using the procedures set forth in this section. Pending resolution of the dispute, Contractor shall diligently continue to work on the Project to completion. Contractor agrees it will neither rescind the Agreement nor stop progress of the work, and Contractor's sole remedy shall be the procedures set forth in this section.

33. Fingerprinting Workers.

- A. Contractor shall comply with the applicable requirements of Education Code Sections 45125.1 and 45125.2 with respect to fingerprinting Contractor's employees. Contractor shall also ensure that each of its subcontractors on the Project complies with the applicable requirements of Sections 45125.1 and 45125.2. To this end, the Contractor and its subcontractors must provide for the completion of the certification form included in the Contract Documents prior to commencing work on the Project.
- B. Should Contractor or any subcontractor feel its employees will have limited or less contact with District pupils, application shall be made to the District for a determination on that question. The determination by District shall be final.
- C. Use of Education Code Section 45122.2(a)(1), (2) or (3) for compliance with these fingerprinting requirements is subject to prior District approval. The determination by District on application of any of these sections shall be final.
- D. In no event shall any employee of Contractor or its subcontractors come into contact with District's pupils before the certification is completed and approved by District.

34. Entire Agreement. The Agreement, including the Contract Documents incorporated by reference, constitutes the final, complete, and exclusive statement of the terms of the agreement

between the parties pertaining to the public works construction project which is the subject of the Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

Executed at _____, _____ County, California.

DATED: _____

District

*By: _____

Title: _____

Address: _____

DATED: 04-20-16

GSP Painting Inc.
Contractor

By: Marine Evondyan

Title: Secretary/Treasurer

Address: 2286 Calaveras Dr

Rancho Cordova, CA 95670

927698

Contractor's License No.

1000037294

Contractor's DIR Registration No.

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

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

To the Governing Board of Rocklin Unified School District:

I, Marine Gevondyan (Name of Contractor) certify that:

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

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

Executed at Rancho Cordova, California on 04-20-16.
Date

Marine Gevondyan
(Signature)

MARINE GEVONDYAN
(Typed or printed name)

Secretary/Treasurer
(Title)

2286 Cervantes Dr, Rancho Cordova, CA
(Address) 95670

916-217-3218
(Telephone)

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

1. Robert Garondyan
2. Arman Meloyan
3. Arman Sahakyan
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

WORKERS COMPENSATION CERTIFICATE

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

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

Contractor: GSP Painting, Inc

By: Marine Herondyan

Title: Secretary/Treasury

VERIFICATION OF Contractor

AND SUBContractors' DIR REGISTRATION

I am the Secretary of HSP Painting, Inc. ("Bidder") submitting the accompanying Bid Proposal for the Work described as Exterior Painting
(Title/Position) (Bidder Name)

1. The Bidder is currently registered as a contractor with the Department of Industrial Relations ("DIR").
2. The Bidder's DIR Registration Number is: _____ . The expiration date of the Bidder's DIR Registration is June 30, 20__.
3. If the Bidder is awarded the Contract for the Work and the expiration date of the Bidder's DIR Registration will occur: (i) prior to expiration of the Contract Time for the Work; or (ii) prior to the Bidder completing all obligations under the Contract for the Work, the Bidder will take all measures necessary to renew the Bidder's DIR Registration so that there is no lapse in the Bidder's DIR Registration while performing Work under the Contract.
4. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.
5. The Bidder has independently verified that each Subcontractor identified in the Subcontractors list submitted with the Bid Proposal of the Bidder is currently a DIR registered contractor.
6. The Bidder has provided the DIR Registration Number for each subcontractor identified In the Bidder's Subcontractors' list or within twenty-four (24) hours of the opening of Bid Proposals for the Work, the Bidder will provide the District with the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors List.
7. The Bidder's solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.
8. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder's Bid Proposal is subject to rejection for non-responsiveness.
9. I have personal first hand-knowledge of all of the foregoing.

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

Executed this 20 day of April, 2016 at Rancho Cordova, CA
(City and State)
MARINE GEVONDYAN
(Signature)
MARINE GEVONDYAN
(Name, typed or printed)

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

I am the Secretary (Superintendent/Project Manager) for HSP Painting, Inc (Contractor) in connection with Exterior painting designated classrooms this Certification is submitted to Rocklin Unified School District.
(Project Name)

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

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

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

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

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

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

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

I declare under penalty of perjury under California law that the foregoing is true and correct. I executed this Certification on this 20 day of April, 2016 at Rancho Cordova, CA
(City and State)

By: Marine Gerondyan
MARINE GERONDYAN
(Typed or Printed Name)

Exhibit A

BID FORM

Submitted by:

Golden State Painting
Contractor

Bids will be received until

on 4/11/16

TO THE HONORABLE:

Governing Board of the Rocklin Unified School District of Placer County, California, hereinafter referred to as School District or Owner:

LADIES/GENTLEMEN:

1. The undersigned hereby proposes and agrees to furnish any and all required labor, material, equipment, transportation and services for construction of

Exterior Painting of Classrooms 1 thru 30, K1, K2, K3, and Buildings A, M, L, R and K.J. at Rock Creek Elementary School

Exterior Painting of Classrooms A-1, C-1, C-2, C-3, C-4, C-5, C-6, and Buildings, Multipurpose, A, B and R2 at Rocklin Alternative Educational Center

for the Rocklin Unified School District in strict conformity with the Drawings, Project Manual, and other documents on file at the office of the Architect for the following sum(s):

Guaranteed Maximum Price (GMP):

One Hundred Seventeen Thousand Four Hundred DOLLARS
\$ 117,400.⁰⁰

2. The following Alternates are completely described in Section 01100-ALTERNATES:

There are no alternates in the bid.

3. The undersigned, by initialing below, acknowledges that Construction Allowances as indicated in Section 01020, are included in the GMP above in the following amount (s):

ALLOWANCE NO. 1 – General Contingency Allowance: \$5,000.00

M.G
Initial

4. CONTRACT PERFORMANCE PERIOD: As described in Section 01010 – Summary of Work.

5. The undersigned agrees that, should the work not be completed within the time hereinabove stated from and after the date the Contractor is instructed to proceed by the Architect or Owner, an amount equal to \$100 per calendar day for each day of delay after the expiration of such period shall be deducted from the Contract Sum.

6. The undersigned, upon written notice of the acceptance of the bid within ninety (90) calendar days after the date of opening of the bids, hereby agrees to sign said Contract and furnish the necessary bonds within five (5) days after Notice of Award of said Contract.

7. This project is subject to prevailing wages and certified payroll in accord with Chapter 1 Part 7, Division 2 of the Labor Code, and will be strictly enforced.

8. The undersigned has examined the location of the proposed work and is familiar with the Drawings, Project Manual, and other Contract Documents and the local conditions at the place where the work is to be done.
9. The undersigned has checked carefully all of the above figures and understands that the Governing Board of the School District will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.
10. The undersigned acknowledges that the Governing Board of the School District reserves the right to reject any and all bids and/or waive any irregularities or informalties in the bidding.
11. Enclosed find Bidders' Bond for 10% of the bid, or Cashier's Check No. Bid Bond of the _____ Bank for \$ _____.
12. Receipt is acknowledged of Addenda as follows
 No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____
13. The undersigned has submitted with this Bid Form he properly executed List of Subcontractors and Non-Collusion Affidavit.

Contractor Golden State Painting
 Signature Murphy
 Address 2286 Cervantes Dr
Rancho Cordova, CA 95670
 Contractor's State License Board No. 927698
 Classification C-33
 Expiration Date 01-31-17

Dated this 08 day of April 20 16

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Prop. 39 Charter School Expenditure Plans

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

Background:

The California Clean Energy Jobs Act (Prop. 39) changed the corporate income tax code and allocates projected revenue to California's General Fund and the Clean Energy Job Creation Fund for five fiscal years, beginning with fiscal year 2013-14. Under the initiative, roughly up to \$550 million annually is available for appropriation by the Legislature for eligible projects to improve energy efficiency and expand clean energy generation in schools.

Eligible local educational agencies (LEAs) — including county offices of education, school districts, charter schools and state special schools—can request funding by submitting an energy expenditure plan application to the California Energy Commission. The Energy Commission approves plans and works with the California Department of Education, which subsequently distributes funds after plans have been approved.

Status:

Staff has been working with PG&E and Integral Group developing the District's 2015-16 application for submittal to the California Energy Commission for Rocklin Independent Charter Academy, Rocklin Academy at Meyers Street and Rocklin Academy.

Presenter:

Craig Rouse, Senior Director Facilities, Maintenance & Operations

Financial Impact:

Current year: \$300,000
Future years: N/A
Funding source: General Fund, Prop 39

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:

California Energy Commission (CEC) Charter School Approved Energy Expenditure Plans

Recommendation:

Staff Recommends Board approval of the Prop. 39 charter school expenditure funding plans.



APPLICATION EDIT

Submission ID 1335 Tier: 1
 Submittal Option: Multiple-Year (bundled) Award Expenditure Plan
 Expenditure Plans this Fiscal Year: 2015-16

Grant Amount Requested: \$100,000.00
 Grant Balance Available: \$100,000.00

Applicant Information
 Local Education Agency Name: Rocklin Independent Charter Academy
 LEA CDS Code: 31750850128561
 Mailing Address: 3250 Victory Drive
 City: Rocklin
 Zip Code: 95765-4992

Energy Planning Reservation Information
 Did you request Energy Planning Funds? (If no, move on to next section) No
 Budget for Screening and Energy Audits: _____ Amount Spent for Screening and Audits: _____
 Budget for Proposition 39 Program Assistance: _____ Amount Spent for Program Assistance: _____
 Budget for Energy Manager: _____ Amount Spent for Energy Manager: _____
 Budget for Training Totals: _____ Amount Spent for Training: _____
 Totals: _____ Totals: _____

LEA Authorized Representative
 Name: Mark Williams
 Title: Principal
 Phone: 9166323195
 Email: mwilliams@rocklin.k12.ca.us

Energy Manager and Training
 Are you hiring an Energy Manager with Funds Requested in this Expenditure Plan? Yes Amount Requesting for Energy Manager: \$6,749.00
 Are you using Proposition 39 funds for energy related training costs? _____ Amount Requesting for Training: _____

Project Manager
 Name: Bill Pruett
 Title: Energy Education Specialist
 Phone: 6306303195
 Email: bpruett@rocklin.k12.ca.us

Summary of Schools/Sites
 Estimated Totals: Total Project Cost \$100,791.00 Propostion 39 Share \$93,251.00 Summation is for 1 School

Job Creation Benefits Estimation

Type of Project	Budget	Estimated Direct Job-Years Created	Please list any state-certified apprenticeship programs being used:
Energy Efficiency	<u>\$93,251.00</u>	<u>0.52</u>	
Renewable Generation	_____	_____	
Distributed Energy	_____	_____	
Total:		<u>0.52</u>	

Apprenticeship Information

Budget	Estimated Apprenticeship Job-Years Created	Will this project be subject to a community benefits agreement, community workforce agreement, or other mechanism that defines project co-benefits?
_____	_____	
_____	_____	
_____	_____	
Total:	_____	

Other Trainee Position Title	Estimated Other Trainee Jobs Created
_____	_____
_____	_____
_____	_____
Total:	_____

Self-Certifications

Yes The LEA followed the Proposition 39 Guidelines regarding Eligible Energy Project Prioritization Considerations.
Yes The LEA followed the guidelines regarding Sequencing of Facility Improvements
Yes The LEA commits to use the funds for the eligible energy project(s) approved in its energy expenditure plan.
Yes The LEA commits that the information included in the application is true and correct based to the best of the LEA's knowledge.
Yes The LEA commits that all California Environmental Quality Act (CEQA) requirements are completed.
Yes The LEA will obtain DSA project approval as applicable pursuant to California Code Regulations, Title 14.
Yes The LEA acknowledges that the expenditures are subject to financial audit requirements
Yes The LEA commits to complying with all reporting requirements.

Authorized Representative: Mark Williams Date: 3/30/2016 Bundled SIR: 1.62 Version 4



STATE OF CALIFORNIA
CALIFORNIA ENERGY COMMISSION

Prop. 39 Energy Expenditure Plan System
 Energy Expenditure Plan Report
 April 14, 2016 - Page 2 of 2

Site Information

Project Start Date: 5/2/2016
 Completion Date: 8/31/2016
 Local Education Agency: Rocklin Independent Charter Academy
 LEA CDS Code: 31750850128561

School or Site Information

School/Site Name: Rocklin Independent Charter Academy
 School/Site CDS Code: 31750850128561
 School/Site Mailing Address: 3250 Victory Dr.
 City: Rocklin
 Zip Code: 95765-4992

Energy Efficiency Project Summary

Measure Savings Source: Combination Calculator and Audit
 Proposition 39 Share to be used for Measure Implementation (\$): \$93,251.00

Benchmarking

Square Footage of School/Site: 12,300
 Average Peak Demand (kW): 39
 Total Annual Electric Use (kWh): 97,372
 Total Annual Electric Charges (\$): \$17,405.36
 Total Annual Gas Use (therms): 1,054
 Total Annual Gas Charges (\$): \$1,053.89
 Total Annual Propane Use (gals):
 Total Annual Propane Charges (\$):
 Total Annual Fuel Oil Use (gals):
 Total Annual Fuel Oil Charges (\$):
 Energy Bill Fiscal Year: 2013-14
 Electric Utility:
 Electric Utility Account #:
 Gas Utility:
 Gas Utility Account #:

Reminder: If the School/Site includes leased facilities, please include Building Owner Certification in backup documentation.

Energy Use Intensity Calculator				
Electricity	Natural Gas	Other Fuels		
3.17	W/SF	.09	Therms/SF	Gals/SF
7.92	kWh/SF	\$.09	Cost/SF	Cost/SF
\$1.42	Cost/SF			
Energy Costs/SF/Year:		\$1.50	Energy Use(Kbtu)/SF/Year: 93.40	

Version 4

Energy Efficiency Measure	Description	Demand Savings (kW)	Annual Electric Savings	Annual Nat. Gas Savings	Annual Propane Savings	Annual Fuel Oil Savings	Annual Electricity Savings (\$)	Measure Cost (\$)	Rebates (\$)	Other Non-Repayable Funds (\$)	Total Leveraged Funding (\$)	EEM SIR
Lighting- Exterior Fixture Retrofit	Replace Large Wall Pack Lighting	3	14,859				\$2,947.00	\$37,862.00	\$2,760.00		\$2,760.00	1.45
Lighting- Exterior Fixture Retrofit	Replace Parking Lot Lighting	5	20,090				\$3,985.00	\$36,385.00	\$1,820.00		\$1,820.00	1.89
Lighting- Exterior Fixture Retrofit	Replace Small Wall Pack Lighting	2	9,935				\$1,971.00	\$26,544.00	\$2,960.00		\$2,960.00	1.46

Energy Efficiency Narrative Description

1. RICA's parking lot lighting currently consists of single and double pole lamps rated at 400Ws. These will be replaced with 200W LED fixtures. 2. There are 74 small wall pack lights rated at 50W. These fixtures will be replaced with LED fixtures ranging from 12-40W. 3. There are 69 large wall pack lights rated at 100W. These fixtures will be replaced with 67 and 45W LED fixtures.

Site Project Summary

Total Demand Savings	10	Total Annual Fuel Oil Savings		Total Prop 39 Share	\$93,251.00
Total Annual Electric Savings	44,884	Total Annual Cost Savings	\$8,903.00	Savings-to-investment Ratio (SIR)	1.62
Total Annual Natural Gas Savings		Total Project Cost	\$100,791.00	Total Cost Paid Under PPA	
Total Annual Propane Savings		Total Rebates	\$7,540.00	Total Other Non-Repayable Funds	
					Overall Total Leveraged Funding (\$)

CALIFORNIA ENERGY COMMISSION

Prop. 39 Energy Expenditure Plan System
Energy Expenditure Plan Report



APPLICATION AMENDED

May 11, 2016

1 of 2

Submission ID **1332** Tier: 4
 Expenditure Plans this Fiscal Year: 2015-16
 Submittal Option: Multiple-Year (bundled) Award Expenditure Plan

Grant Amount Requested: \$100,000.00
 Grant Balance Available: \$100,000.00

Energy Planning Reservation Information

Did you request Energy Planning Funds? (If no, move on to next section) Yes
 Budget for Screening and Energy Audits: \$14,000.00
 Budget for Proposition 39 Program Assistance: _____
 Budget for Energy Manager: \$36,121.00
 Budget for Training Totals: _____
 Totals: \$50,121.00

Amount Spent for Screening and Audits: _____
 Amount Spent for Program Assistance: _____
 Amount Spent for Energy Manager: _____
 Amount Spent for Training: _____
 Totals: _____

Energy Manager and Training

Are you hiring an Energy Manager with Funds Requested in this Expenditure Plan? Yes
 Are you using Proposition 39 funds for energy related training costs? No

Amount Requesting for Energy Manager: \$13,393.00
 Amount Requesting for Training: _____

Summary of Schools/Sites

Estimated Totals:	Total Project Cost	Proposition 39 Share	
	\$95,148.00	\$86,607.00	Summation is for 1 School

Job Creation Benefits Estimation

Type of Project	Budget	Estimated Direct Job-Years Created
Energy Efficiency	\$86,607.00	0.48
Renewable Generation	_____	_____
Distributed Energy	_____	_____
Total:		0.48

Please list any state-certified apprenticeship programs being used:

Will this project be subject to a community benefits agreement, community workforce agreement, or other mechanism that defines project co-benefits?

Apprenticeship Information

Other Trainee Position Title	Estimated Other Trainee Jobs Created
_____	_____
_____	_____
_____	_____
_____	_____
Total:	

Self-Certifications

- Yes The LEA followed the Proposition 39 Guidelines regarding Eligible Energy Project Prioritization Considerations.
- Yes The LEA followed the guidelines regarding Sequencing of Facility Improvements
- Yes The LEA commits to use the funds for the eligible energy project(s) approved in its energy expenditure plan.
- Yes The LEA commits that the information included in the application is true and correct based to the best of the LEA's knowledge.
- Yes The LEA commits that all California Environmental Quality Act (CEQA) requirements are completed.
- Yes The LEA will obtain DSA project approval as applicable pursuant to California Code Regulations, Title 14.
- Yes The LEA acknowledges that the expenditures are subject to financial audit requirements
- Yes The LEA commits to complying with all reporting requirements.

Authorized Representative: Wendy Mitchell Date: 4/4/2016 Bundled SIR: 1.82 Version 4

Applicant Information

Local Education Agency Name: Rocklin Academy at Meyers St
 LEA CDS Code: 31750850114371
 Mailing Address: 2615 Sierra Meadows Drive
 City: Rocklin
 Zip Code: 95677

LEA Authorized Representative

Name: Wendy Mitchell
 Title: Principal
 Phone: 9166326580
 Email: wmitchell@rocklinacademy.org

Project Manager

Name: Bill Pruett
 Title: Energy Education Specialist
 Phone: 9166242428
 Email: bpruett@rocklin.k12.ca.us



Site Information

Project Start Date: 5/1/2016
 Completion Date: 8/1/2016
 Local Education Agency: Rocklin Academy at Meyers St
 LEA CDS Code: 31750850114371

School or Site Information

School/Site Name: Rocklin Academy at Meyers St
 School/Site CDS Code: 31750850114371
 School/Site Mailing Address: 5025 Meyers Street
 City: Rocklin
 Zip Code: 95677

Energy Efficiency Project Summary

Measure Savings Source: Combination Calculator and Audit
 Proposition 39 Share to be used for Measure Implementation (\$): \$86,607.00

Benchmarking

Square Footage of School/Site: 8,760
 Average Peak Demand (kW): 29
 Total Annual Electric Use (kWh): 46,934
 Total Annual Electric Charges (\$): \$9,402.93
 Total Annual Gas Use (therms): 85
 Total Annual Gas Charges (\$): \$61.00
 Total Annual Propane Use (gals):
 Total Annual Propane Charges (\$):
 Total Annual Fuel Oil Use (gals):
 Total Annual Fuel Oil Charges (\$):
 Energy Bill Fiscal Year: 2013-14
 Electric Utility: PG&E
 Electric Utility Account #: 2406020390
 Gas Utility: Spurr
 Gas Utility Account #: 2364354460

Reminder: If the School/Site includes leased facilities, please include Building Owner Certification in backup documentation.

Energy Use Intensity Calculator			
Electricity	Natural Gas	Other Fuels	
3.31 W/SF	.01 Therms/SF	Gals/SF	
5.36 kWh/SF	\$.01 Cost/SF	Cost/SF	
\$1.07 Cost/SF			
Energy Costs/SF/Year: \$1.08		Energy Use(kbtu)/SF/Year: 58.38	

Version 4

Energy Efficiency Measure	Description	Demand Savings (kW)	Annual Electric Savings	Annual Nat Gas Savings	Annual Propane Savings	Annual Fuel Oil Savings	Annual Energy Savings (\$)	Annual Energy Cost Measure Cost (\$)	Rebates (\$)	Other Non-Repayable Funds (\$)	Total Leveraged Funding (\$)	EEM SIR
Lighting- Exterior Fixture Retrofit	Replace Parking Lot Lighting	3	11,458				\$2,272.00	\$15,492.00	\$840.00		\$840.00	2.45
Lighting- Exterior Fixture Retrofit	Replace Wall Pack Lighting	3	14,841				\$2,944.00	\$43,140.00	\$4,320.00		\$4,320.00	1.35
HVAC- Packaged/Spilt System AC/Heat Pump/VRF	Cafeteria		392	7			\$83.00	\$10,000.00				.36
Lighting- Interior Fixture Retrofit	Gymnasium Lighting	5	20,592				\$4,084.00	\$25,526.00	\$3,300.00		\$3,300.00	2.89
Lighting- Exterior Fixture Retrofit	Replace Outdoor Seating Lighting		348				\$69.00	\$990.00	\$80.00		\$80.00	1.34

Energy Efficiency Narrative Description

1. The AC Units at Rocklin Elementary have degraded over time and are operating less efficiently than when they were first purchased. Replacing the units with more efficient systems will result in large HVAC savings.2. The Multi-Purpose room at Rocklin Academy is currently lit with 400W metal halide lamps. Replacing these lights with LED lamps will reduce the peak energy demand and annual energy consumption.3. The parking lot lighting currently consists of 150W single and double pole lamps. These will be replaced with 26W LED fixtures.4. The wall pack lighting currently consists of 50W and 70W lamps. These will be replaced with 12W and 26W LED fixtures.5. Additional outdoor lighting fixtures in the outdoor seat area. These will be replaced with 40W LED fixtures.

Site Project Summary

Total Demand Savings	11	Total Annual Fuel Oil Savings	\$86,607.00
Total Annual Electric Savings	47,631	Total Annual Cost Savings	\$9,452.00
Total Annual Natural Gas Savings	7	Total Project Cost	\$95,148.00
Total Annual Propane Savings		Total Rebates	\$8,540.00
		Total Other Non-Repayable Funds	
		Overall Total Leveraged Funding (\$)	\$1,900.00

Total Prop 39 Share	\$86,607.00
Savings-to-investment Ratio (SIR)	1.82
Total Cost Paid Under PPA	
Total Other Non-Repayable Funds	



APPLICATION A M E N D E D

April 22, 2016
 1 of 2

Submission Tier: 4
 ID **1333** Expenditure Plans this Fiscal Year: 2015-16
 Submittal Option: Multiple-Year (bundled) Award Expenditure Plan

Grant Amount Requested: \$100,000.00
 Grant Balance Available: \$100,000.00

Applicant Information
 Local Education Agency Name: Rocklin Academy
 LEA CDS Code: 31750856118392
 Mailing Address: 2615 Sierra Meadows Drive
 City: Rocklin
 Zip Code: 95677

Energy Planning Reservation Information

Did you request Energy Planning Funds? (If no, move on to next section) Yes

Budget for Screening and Energy Audits:	<u>\$50,211.00</u>	Amount Spent for Screening and Audits:	<u>\$50,211.00</u>
Budget for Proposition 39 Program Assistance:	_____	Amount Spent for Program Assistance:	_____
Budget for Energy Manager:	_____	Amount Spent for Energy Manager:	_____
Budget for Training Totals:	_____	Amount Spent for Training:	_____
Totals:	<u>\$50,211.00</u>	Totals:	<u>\$50,211.00</u>

LEA Authorized Representative
 Name: Laura Regan
 Title: Principal
 Phone: 9166326580
 Email: lregan@rocklinacademy.org

Energy Manager and Training

Are you hiring an Energy Manager with Funds Requested in this Expenditure Plan? No Amount Requesting for Energy Manager: _____
 Are you using Proposition 39 funds for energy related training costs? No Amount Requesting for Training: _____

Project Manager
 Name: Bill Pruett
 Title: Energy Education Specialist
 Phone: 9166242428
 Email: bp ruett@rocklin.k12.ca.us

Summary of Schools/Sites

Estimated Totals:	Total Project Cost <u>\$108,010.00</u>	Proposition 39 Share <u>\$100,000.00</u>	Summation is for <u>1</u> School
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Job Creation Benefits Estimation

Type of Project	Budget	Estimated Direct Job-Years Created	Please list any state-certified apprenticeship programs being used:
Energy Efficiency	<u>\$100,000.00</u>	<u>0.56</u>	
Renewable Generation	_____	_____	
Distributed Energy	_____	_____	
Total:		<u>0.56</u>	

Apprenticeship Information

Budget	Estimated Apprenticeship Job-Years Created	Will this project be subject to a community benefits agreement, community workforce agreement, or other mechanism that defines project co-benefits?
_____	_____	
_____	_____	
_____	_____	
Total:	_____	

Other Trainee Position Title **Estimated Other Trainee Jobs Created**

_____	_____
_____	_____
_____	_____
_____	_____
Total:	_____

Self-Certifications

Yes The LEA followed the Proposition 39 Guidelines regarding Eligible Energy Project Prioritization Considerations.
Yes The LEA followed the guidelines regarding Sequencing of Facility Improvements
Yes The LEA commits to use the funds for the eligible energy project(s) approved in its energy expenditure plan.
Yes The LEA commits that the information included in the application is true and correct based to the best of the LEA's knowledge.
Yes The LEA commits that all California Environmental Quality Act (CEQA) requirements are completed.
Yes The LEA will obtain DSA project approval as applicable pursuant to California Code Regulations, Title 14.
Yes The LEA acknowledges that the expenditures are subject to financial audit requirements
Yes The LEA commits to complying with all reporting requirements.

Authorized Representative: Laura Regan Date: 4/1/2016 Version 4



Site Information

Project Start Date: 6/1/2016
 Completion Date: 9/1/2016

Local Education Agency: Rocklin Academy
 LEA CDS Code: 31750856118392

School or Site Information

School/Site Name: Rocklin Academy
 School/Site CDS Code: 31750856118392
 School/Site Mailing Address: 660 Menlo Dr.
 City: Rocklin
 Zip Code: 95765-5865

Energy Efficiency Project Summary

Measure Savings Source: Combination Calculator and Audit
 Proposition 39 Share to be used for
 Measure Implementation (\$): \$100,000.00

Benchmarking

Square Footage of School/Site: 18,105
 Average Peak Demand (kW): 47
 Total Annual Electric Use (kWh): 83,720
 Total Annual Electric Charges (\$): \$16,605.00
 Total Annual Gas Use (therms): 809
 Total Annual Gas Charges (\$): \$821.00
 Total Annual Propane Use (gals): _____
 Total Annual Propane Charges (\$): _____
 Total Annual Fuel Oil Use (gals): _____
 Total Annual Fuel Oil Charges (\$): _____
 Energy Bill Fiscal Year: 2013-14
 Electric Utility: _____
 Electric Utility Account #: _____
 Gas Utility: _____
 Gas Utility Account #: _____

Reminder: If the School/Site includes leased facilities, please include Building Owner Certification in backup documentation.

Energy Use Intensity Calculator					
Electricity		Natural Gas		Other Fuels	
2.60	W/SF	.04	Therms/SF		Gals/SF
4.62	kWh/SF	\$.05	Cost/SF		Cost/SF
\$.92	Cost/SF				
Energy Costs/SF/Year:		\$.96	Energy Use(kbtu)/SF/Year:		54.02

Version 4

Energy Efficiency Measure	Description	Demand Savings (kW)	Annual Electric Savings	Annual Nat. Gas Savings	Annual Propane Savings	Annual Fuel Oil Savings	Annual Energy Cost Savings (\$)	Measure Cost (\$)	Rebates and Grants (\$)	EEM SIR
Lighting- Exterior Fixture Retrofit	Replace Wall Pack Lighting	3	15,158				\$3,032.00	\$45,632.00	\$4,640.00	1.32
Lighting- Exterior Fixture Retrofit	Replace Pathway Bollard Lighting	1	6,050				\$1,210.00	\$11,975.00	\$1,000.00	1.83
Lighting- Interior Fixture Retrofit	Replace Interior Lights	6	24,420				\$4,884.00	\$42,075.00		1.88
Lighting- Exterior Fixture Retrofit	Replace Parking Lot Lighting	2	7,638				\$1,528.00	\$8,328.00	\$560.00	3.05

Energy Efficiency Narrative Description

1. The parking lot lighting consists of 150W single and double pole fixtures. These will be replaced with 26W LED fixtures². The wall pack lighting consists of 116 50W fixtures. These will be replaced with 12W and 21W LED fixtures³. The pathway bollard lighting consists of 25 100W fixtures. These will be replaced with 45W LED fixtures⁴. The existing interior lights consist of 68 watt fixtures. These will be replaced with 31W LED Fixtures.

Site Project Summary

Total Demand Savings	<u>12</u>	Total Annual Fuel Oil Savings		Total Prop 39 Share	<u>\$100,000.00</u>
Total Annual Electric Savings	<u>53,266</u>	Total Annual Cost Savings	<u>\$10,654.00</u>	Savings-to-investment Ratio (SIR)	<u>1.74</u>
Total Annual Natural Gas Savings		Total Project Cost	<u>\$108,010.00</u>	Total Cost Paid Under PPA	
Total Annual Propane Savings		Total Rebates			

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Nutrition Services Assistant Job Description

DEPARTMENT: Office of the Assistant Superintendent, Human Resources

Background:

Based on the District's Strategic Plan and in alignment with the National School Lunch Program requirements to provide increased training annually, watch lunch lines to review and update processes as necessary, this position is needed to support the additional tasks and monitoring as required by law. This realigns an existing position (Nutrition Services Worker II) to more closely reflect duties required by mandate of state and federal regulations

Status:

The position of Nutrition Services Assistant will support our students, staff, and administrators and will utilize existing staff to fulfill this need. Thus, this position does not increase the staff of the Nutrition Services Department.

Presenter:

Colleen Slattery, Assistant Superintendent, Human Resources

Financial Impact:

Current year: N/A
Future years: \$5,644
Funding source: Cafeteria Fund

Materials/Films:

None

Other People Who Might Present:

Colleen Slattery, Assistant Superintendent, Human Resources

Allotment of Time:

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

Packet Information:

Nutrition Services Assistant job description along with corresponding salary schedule.

Recommendation:

Staff recommends approval of the Nutrition Services Assistant job description along with corresponding salary schedule effective July 1, 2016.

Rocklin Unified School District

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



Job Description

POSITION TITLE: Nutrition Services Assistant
SALARY PLACEMENT: Non-Represented Salary Schedule



SUMMARY:

To assist in coordinating and supervising the Nutrition Service Operations, services, and activities at all the District schools and facilities (K-12), to organize and assists with the activities and operations of a site food preparation facility, to assist with breakfast, lunch and catering programs, and to do related work and documentation as required.

Employees in this classification receive general supervision within a framework of well-defined policies and procedures. An employee in this classification is responsible for assisting and training, the work of Nutrition Services staff throughout the District.

SUPERVISOR:

This position reports to the Director of Nutrition Services and/or the Nutrition Services Operational Manager.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

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

1. Acts as liaison between site staff, parents, students, and Nutrition Services; including written notification of student account status and distribution of written policies and procedures.
2. Assists with the planning, training and assigning of Nutrition Services work schedules.
3. Audits Menu Production Sheets. Trains site personnel on proper procedures for filling out Production sheets and order guides.
4. Assists and coordinates with the Nutrition Services Director in the creation of promotional materials and software presentations for marketing for Nutrition Services.
5. Assists with the orders and inventory, and reviews weekly Menu Production worksheets for accuracy.
6. Coordinates and supervises all District BBQ's and after hour caterings and communicates with Principals and other staff members.
7. Handles/prepares for caterings during school year and summer.
8. Maintains high customer service and communication standards.
9. Assist with calling subs to work at sites and updates site personnel of the changes.
10. Maintains high standards of sanitation and safety.
11. Under the guidance of the Director of Nutrition Services or assignee, assists in the School Nutrition Program (SNP) Site Monitoring Review annually and in processing and auditing free/reduced applications. Performs manual and software procedures to maintain necessary information for financial accounting including point of sale meal and revenue reporting, free and reduced meal monitoring and keeping inventories, records and cash as required.
12. Attends meetings as required. Participates in interviews and the selection process of new employees.
13. Requisitions and monitors food and supplies for assigned site within the established guidelines for meeting district menu compliance, projected food costs and minimizing waste.

14. Input food-related allergies into database for Nutrition Services.
15. Establishes, posts information, distributes, and maintains a variety of reports and records related to the Nutrition Services.
16. Prepares routine forms and reports associated with Nutrition Services as required.
17. Collects money, balances record sheets, and makes deposits for the purpose of maintaining accurate records and compilations of all monies for armed car pick up and complying with related policies and regulations.
18. Processes receipts for petty cash counts,

Knowledge of:

- Basic procedures, methods, and equipment used in the storing, preparation, and cooking of large quantities of food for institutional food service operations.
- Standard principles of operation and use of equipment, machines, and utensils used in large quantity food preparation and serving.
- Safe work practices.
- Proper sanitation and safety requirements associated with food preparation and serving.
- Basic recordkeeping practices and procedures.
- Food handling, food preparation and use of cafeteria equipment
- Mathematical operations.

Ability to:

- Understand, give, and carry out both oral and written directions.
- Exhibit manual dexterity, and learn to perform simple cooking duties.
- Supervise and assist in the preparation of a variety of foods in large quantities and within established time constraints.
- Safely use and operate Nutrition Services appliances and equipment in an effective manner.
- Read and write at the level required for successful job performance.
- Accurately perform mathematical calculations necessary for satisfactory job performance.
- Make change accurately.
- Prepare, serve, and package food items as assigned.
- Establish and maintain cooperative working relationships with other Nutrition Services and those contacted in the course of work.
- Manual or computer software applications for point of sale mean and revenue reporting and free and reduced meal monitoring.

EDUCATION:

High School Diploma or equivalent

EXPERIENCE:

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

- Previous nutrition services experience in a school environment desirable.

CERTIFICATES, LICENSE, REGISTRATIONS:

Valid California Driver's License

ServSafe certification or equivalent

PHYSICAL REQUIREMENTS:

Frequently sits, stands, and walks for extended periods; stoops, kneels, and crouches to pick up or move objects and kitchen equipment; physical ability to lift and carry objects weighing up to 50 pounds without assistance; physical ability to lift, push, and carry objects weighing up to 150 pounds with assistance; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communications; use of ovens, steamers, mixers, slicers, choppers, steam tables, microwave ovens.

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

WORK ENVIRONMENT:

Work is normally performed in an office and/or a kitchen environment; exposure to heat, grease, cooking oil, and electrical energy; work is performed in an environment with constant noise; works around equipment with moving parts; regular exposure to wetness and moisture; some exposure to chemicals, cleaning solutions, and bleaches; daily contact with staff and students.

Adopted Date: May 18, 2016

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

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

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

ROCKLIN UNIFIED SCHOOL DISTRICT
NON-REPRESENTED SALARY SCHEDULE - HOURLY

DRAFT

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
1	13.56	14.32	14.99	15.74	16.54	17.37
2	13.96	14.64	15.38	16.15	16.95	17.79
3	15.03	15.79	16.58	17.42	18.29	19.20
4	15.22	16.07	16.88	17.72	18.59	19.53
5	15.82	16.61	17.45	18.34	19.25	20.19
6	18.30	19.21	20.16	21.18	22.23	23.34
7	19.60	20.56	21.61	22.67	23.83	25.04
8	20.26	21.30	22.36	23.49	24.64	25.89
9	20.56	21.61	22.67	23.83	25.00	26.23
10	22.31	23.47	24.54	25.67	26.78	28.11
11	22.67	23.83	25.00	26.23	27.55	28.95
12	24.41	25.60	26.90	28.24	29.65	31.14
13	32.96	34.64	36.33	38.16	40.07	42.04
14	37.20	39.08	41.02	43.05	45.22	47.47
15	42.26	44.38	46.59	48.92	51.38	53.95

LONGEVITY

VACATION

Paid monthly commencing on the first month following the completion of ten (10), fifteen (15), and twenty (20) years of unbroken service. Longevity pay is computed on the basis of 173.33 hours per average work month, 40 hours per week, 2080 hours per year - 12 months per year. After 10 years - \$850. After 15 years an additional \$997 for total of \$1,847. After 20 years an additional \$1,152 for total of \$2,999.	Years of Service	Vacation Days Earned Per Year			
		10 mths.	10-1/2 mth.	11 mths.	12 mths.
	0-3	8	8-1/2	9	10
	4-9	12	12-1/2	13	15
	10 or more	16	17	18	20
Vacation days for 10 month, 10-1/2 month and 11 month employees shall not be taken. (These employees are paid for their vacation days.) Ten (10) month employees are paid annually on June 10, and 10-1/2 and 11 month employees are paid monthly.					

MAINTENANCE OPERATIONS AND GROUNDS

- 9 Custodial Supervisor
- 9 Grounds Supervisor
- 9 Nutrition Services Operation Manager
- 11 Maintenance Supervisor
- 11 Transportation Supervisor/Trainer

SPECIAL EDUCATION AND SUPPORT SERVICES

- 7 Certified Occupational Therapist Assistant
- 7 Speech Language Pathology Assistant
- 6 Interpreter - Deaf and Hard of Hearing
- 10 Licensed Vocational Nurse
- 15 Occupational Therapist
- 15 Physical Therapist
- 15 Behavior Specialist
- 15 Mental Health Specialist

District Office

- 12 Certificated Personnel Analyst

SCHOOL SUPPORT

- 10 Aerospace Science Instructional Assistant
- 1 Campus Monitor
- 4 Discipline Technician
- 1 Instructional Aide (Elem K-6; Elem PE; Secondary; English Language Learner I)
- 3 Instructional Aide ELL II (English Language Learner)
- 2 Library Aide*
- 2 Health Aide* (formerly Nurse's Aide)
- 8 Workability Coordinator
- 4 Workability I Job Developer/Job Coach

NUTRITION SERVICES

- 6 Nutrition Services Assistant

TRANSPORTATION

- 12 Senior Mechanic

TECHNOLOGY

- 13 Student Information Systems Specialist
- 14 Database Specialist

- Adopted: 10/15/08; Effective 01/01/09
- Revision: 03/018/09; Effective 03/18/09
- Revision: May 19, 2009; Effective July 1, 2009. No Salary Change - Language Change
- Revision: November 4, 2009 - No Salary Change - Job Range Change and Vacation Clarification
- Revision: June 16, 2010 - No Increase - 4 Furlough Days Effective July 1, 2010 - Furlough applies to matrix only
- Revision: June 16, 2010 - Job class addition Effective July 1, 2010
- Revision: February 2, 2011 - Job Title Change of Nurse's Aide to Health Aide
- Revision: July 22, 2011 - Update Instructional Aide & EL Aid Job Titles and placement; Rescind 2 furlough days
- Adopted: August 3, 2011
- Revision: September 12, 2011 - Rescind remaining furlough days
- Adopted: September 21, 2011
- Revision: January 1, 2013; Effective January 1, 2013
- Adopted: February 6, 2013
- Revision: March 19, 2014
- Revision: March 19, 2014 reflects 4% increase retroactive to July 1, 2013 for 2013-14: 4% increase effective July 1, 2014
- Adopted: April 2, 2014
- Revision: October 23, 2014 - change from Food Services to Nutrition Services
- Adopted: November 5, 2014
- Revision: November 17, 2014 reflects 0.54% increase retroactive to July 1, 2014
- Adopted: December 11, 2014
- Adopted: February 3, 2016 reflects 6.6% increase retroactive to July 1, 2015 (Classic PERS members will begin to pay 6% of the employee portion of the PERS contribution on all eligible pay received after January 31, 2016. Effective February 1, 2016, the District will continue to pay 1% of the employee portion of the PERS contribution on all eligible pay received after January 31, 2016)
- Adopted: February 3, 2016 reflects 0.87% increase effective July 1, 2016
- Revision: May 4, 2016 - Add new positions: Behavior Analyst and Mental Health Specialist effective July 1, 2016
- Revision: May 18, 2016 - Add new position: Student Information Systems Specialist effective July 1, 2016
- Adopted: May 18, 2016 - Add new position: Nutrition Services Assistant effective July 1, 2016

ROCKLIN UNIFIED SCHOOL DISTRICT

Item 8.13
CONSENT
May 18, 2016

BOARD AGENDA BRIEFING

SUBJECT: Approve Revised Assessment and Evaluation Data Specialist Job Description and Approve (New) Student Information Systems Specialist Job Description

DEPARTMENT: Office of the Assistant Superintendent, Human Resources

Background:

As presented at the April 20, 2016 Board meeting, based on the District's Strategic Plan and the 2016-17 Proposed Budget Augmentations – Unrestricted, the District is proposing to add a CALPADS, Aeries, Assessment Technician to provide needed support in maintaining accurate student data, and in adding this new position, revising the job duties of the Assessment and Evaluation Data Specialist and corresponding salary range.

Status:

The position of Assessment and Evaluation Data Specialist has been revised to reflect amended duties along with a revised pay schedule. The new position of Student Information Systems Specialist has been created in order to successfully support our students, community, staff, and administrators with clear, accurate student data.

Presenter:

Colleen Slattery, Assistant Superintendent, Human Resources

Financial Impact:

Data Assessment and Evaluation Specialist		Student Information Systems Specialist	
Current year:	N/A	N/A	
Future years:	N/A	\$101,161	
Funding source:	General Fund (01)	General Fund (01)	
	Supplemental 20%	Unrestricted	100%
	Title I 10%		
	Testing 15%		
	Unrestricted 55%		

Materials/Films:

None

Other People Who Might Present:

Kathy Pon, Deputy Superintendent, Educational Services
Mike Fury, Chief, Technology Services

Allotment of Time:

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

Packet Information:

Revised Assessment and Evaluation Data Specialist job description and (New) Student Information Systems Specialist job description along with corresponding salary schedules.

Recommendation:

Staff recommends approval of the Revised Assessment and Evaluation Data Specialist job description and salary schedule, effective May 18, 2016; and the (New) Student Information Systems Specialist job description and corresponding salary schedule effective July 1, 2016.

Rocklin Unified School District

2615 Sierra Meadows Drive, Rocklin, CA 95677
(916) 624-2428 / www.rocklinusd.org



Job Description

POSITION TITLE: Data, Assessment, and Evaluation Specialist

REVISED

SALARY PLACEMENT: Classified Salary Schedule
California School Employees Association

SUMMARY:

The purpose of the Assessment and Evaluation Data and Analyst is to coordinate, implement, analyze and report data related activities including interfacing other database information, for regulatory compliance of Federal, State, and District assessment and testing programs.

SUPERVISOR:

This position reports directly to the Deputy Superintendent of Educational Services.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

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

1. Coordinates loading, verifying, importing, exporting and overall access for student and staff to the State TOMS and Digital Library sites; work with Educational Services to provide annual training and support for local and State interim and summative assessment activities; interface with Special Education staff to support coordination and access of related assessment files.
2. Compile and generate data file submissions for Federal and State assessment reporting; create student and staff ID logins or files for various purposes of testing and data integrity.
3. Support the maintenance and integrity of local and State assessment and program evaluation data through various correction procedures addressing integrity problems to provide accurate records and reports.
4. Completes complex data processing activities for the purposes of retrieving, analyzing, reporting and warehousing data to address student learning, professional development, and district/site continuous improvement activities. Design, develop and produce custom reports according to legal and/or user specifications.
5. Work with school and district administrators and clerical/attendance staff in with State and local assessment and grading activities. Respond to inquiries from sites related to the teacher or class information or technical issues and access.
6. Work collaboratively with various administrators, schools, and departments in the development and selection of data collection and entry of student assessment information, developing instructions for and training for staff when appropriate.
7. Interface with county and regional assessment specialists, to keep abreast of technologies and emerging trends in student data analysis, for the purpose of providing additional information and/or recommendations to address a variety of program related requirements.
8. Prepare written materials (e.g. reports, memos, letters, etc.) for the purpose of documenting activities and providing instructions to others. Participates in meetings, workshops and seminars for the purpose of conveying and/or gathering information required to perform functions.
9. Perform other related duties as assigned.

Knowledge of:

- Oral and written communication skills
- Interpersonal skills using tact, patience and courtesy
- Operation of a computer and assigned software including email, desktop publishing, charts and graphics, word processing and spreadsheets
- Public speaking techniques
- Research and evaluation, data collection, processing, analysis and reporting
- Planning, organization, and coordination of student assessment activities and procedures
- Educational testing principles and practices
- Complex data manipulation using computerized tools and applications such as databases and spreadsheets
- Evaluate and interpret results utilizing detailed knowledge of research procedures and practices, including basic psychometric and other assessment quality standards (e.g., validity, reliability, item calibration)
- Theory and practice related to student learning, program evaluation, and educational measurement
- Applicable laws, codes, regulations, policies and procedures

Other desired knowledge, but not required:

- Test/survey design and development
- Methodology used in educational research design and statistical analysis
- Statistical and mathematical computations and measurements
- Computer software applications relevant to social research and assessment development
- Work collaboratively with other staff to conceptualize, develop, field test and psychometrically evaluate district assessment forms, related rubrics, scoring processes and procedures

Ability to:

- Work with detailed information/data and maintain accuracy; perform routine file management tasks, load, manipulate, archive and convert data
- Maintain deadlines, set priorities, schedule activities, meetings, and/or events; monitor completion of projects, identify problems and report progress to the supervisor
- Routinely gather, collate, and/or classify data using a variety of standardized methods; analyze data utilizing defined but different processes; use job-related tools and equipment
- Communicate effectively both orally and in writing
- Establish and maintain cooperative and effective working relationships with others to function as part of a team; work effectively with school district staff and other agencies
- Problem solve, use logic and reasoning to identify solutions and formulate recommendations and actions
- Maintain confidentiality; understand and observe all applicable federal, state, and local regulations pertaining to student and employment data, and with issues concerning programs and staff; interpret, apply and explain rules, regulations, policies and procedures
- Serve as a trainer and technical resource in related processes, methodologies, tools, and reporting systems
- Accurately analyze and interpret results and provide clear and concise narrative and graphic explanations of data and trends
- Maintain current knowledge of trends and advances in the field; upgrade skills due to changing tools and job requirements
- Follow verbal and written instructions, work independently with little direction, completing assignments successfully with minimal direction and supervision
- Create and maintain technical, procedural, and operational documentation relating to job duties
- Maintain consistent, punctual and regular attendance

EDUCATION:

Graduation from an accredited college or university with a degree in a research related or education oriented field is preferred. Course work or experience in areas such as: program assessment, program evaluation and statistics, and measurement of student academic progress. Experience in the public school system is desirable.

EXPERIENCE:

Job related experience in a K-12 environment preferred.

CERTIFICATES, LICENSE, REGISTRATIONS:

Valid California Driver's License

PHYSICAL REQUIREMENTS:

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

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

Medical Category I:

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

WORK ENVIRONMENT:

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

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

Adopted: May 21, 2014

Revised: May 18, 2016

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

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

ROCKLIN UNIFIED SCHOOL DISTRICT
CSEA CLASSIFIED SALARY SCHEDULE

REVISED

NUTRITION SERVICES

- 21 Nutrition Services Worker I
- 31 Nutrition Services Worker II
- 33 Nutrition Services Worker III
- 33 Nutrition Delivery Driver/Warehouse Worker

SCHOOL & OFFICE SUPPORT

- 30 Attendance Clerk
- 30 Career Technician
- 30 Clerk
- 27 Computer Center Technician
- 29 Computer Center Technician II
- 31 Computer Center Technician III
- 30 Counseling Clerk
- 33 Counseling Secretary
- 35 Department Secretary
- 30 Library Clerk
- 33 Library Technician
- 33 Principal's Secretary - Elem Sch & Alt Ctr
- 35 Principal's Secretary - Intermed./H.S.
- 33 Registrar
- 33 School Bookkeeper
- 30 School Clerk
- 33 Secretary to the Assistant Principal
- 24 Special Education Aide I
- 27 Special Education Aide II
- 29 Special Education Aide III

MAINTENANCE & OPERATIONS

- 33 Delivery Driver/Warehouse Worker
- 31 Groundskeeper I
- 34 Groundskeeper II
- 37 Groundskeeper III
- 37 Grounds Mechanic
- 35 High School Facilities Coordinator
- 28 Day Custodian
- 29 Night Custodian
- 33 Elementary Lead Custodian
- 34 Middle School Lead Custodian
- 36 High School Lead Custodian I
- 37 High School Lead Custodian II
- 31 Maintenance Worker I
- 35 Maintenance Worker II
- 36 Maintenance Worker HVAC
- 36 Maintenance Worker Low Voltage
- 39 Maintenance Worker III
- 41 Mechanic

Range	Step A	Step B	Step C	Step D	Step E	Step F
20	13.03	13.69	14.35	15.04	15.83	16.62
21	13.33	14.03	14.68	15.46	16.20	17.01
22	13.69	14.35	15.04	15.83	16.62	17.46
23	14.03	14.68	15.46	16.20	17.01	17.87
24	14.35	15.04	15.83	16.62	17.45	18.28
25	14.68	15.46	16.20	17.01	17.88	18.78
26	15.04	15.83	16.60	17.45	18.32	19.24
27	15.46	16.20	17.01	17.88	18.77	19.71
28	15.83	16.62	17.45	18.32	19.24	20.22
29	16.22	17.03	17.90	18.79	19.75	20.71
30	16.62	17.45	18.32	19.24	20.19	21.19
31	17.01	17.88	18.77	19.73	20.69	21.74
32	17.45	18.32	19.24	20.19	21.20	22.28
33	17.88	18.77	19.73	20.69	21.73	22.80
34	18.32	19.24	20.19	21.20	22.29	23.39
35	18.77	19.73	20.69	21.73	22.81	23.98
36	19.24	20.19	21.20	22.29	23.38	24.54
37	19.73	20.69	21.73	22.81	23.97	25.12
38	20.19	21.20	22.29	23.38	24.54	25.78
39	20.69	21.73	22.81	23.97	25.13	26.41
40	21.20	22.29	23.38	24.54	25.78	27.03
41	21.73	22.81	23.97	25.13	26.40	27.75
42	22.29	23.38	24.54	25.78	27.08	28.44
43	22.81	23.97	25.13	26.40	27.75	29.10
44	23.38	24.54	25.78	27.08	28.43	29.85
45	23.97	25.13	26.40	27.75	29.09	30.56
46	24.54	25.78	27.08	28.43	29.87	31.35
47	25.13	26.40	27.75	29.09	30.58	32.11
48	25.78	27.08	28.43	29.87	32.10	33.70
49	26.40	27.75	29.09	30.58	32.57	34.20
50	27.08	28.43	29.87	31.32	32.90	34.54
51	27.75	29.09	30.58	32.10	33.69	35.38
52	28.43	29.87	31.32	32.90	34.53	36.26
53	29.09	30.58	32.10	33.69	35.38	37.15
54	29.87	31.32	32.90	34.53	36.30	38.13

TECHNOLOGY

- 29 Video/Theater Technician
- 35 Help Desk Support
- 41 Computer Maintenance Technician
- 48 Network Coordinator

64 51 Data, Assessment, and Evaluation Specialist

TRANSPORTATION

- 34 Bus Driver
- 30 Car Driver
- 38 Trainer/Dispatcher
- 34 Routing Technician/Utility Bus Driver
- 23 Bus Attendant
- 38 Mechanic Assistant/Utility Driver

VACATION

Years of Service	Vacation		
	10 month	11 month	12 month
0-3	8	9	10
4-9	12	13	15
10 or more	16	18	20

LONGEVITY

LONGEVITY (Effective the month following the employees anniversary date - to be paid on a monthly basis.)
 After 10 years - \$878
 After 15 years an additional \$1,038 for total of \$1,916
 After 20 years an additional \$1,198 for total of \$3,114

Revised & Eff : March 18, 2009
 Revised: May 19, 2009; Eff July 1, 2009
 Revised: June 2, 2009; Eff July 1, 2009
 Revised: June 16, 2010; Eff July 1, 2010 - Add Grounds Mechanic
 Revised: June 16, 2010; Eff July 1, 2010 - Remove Transp Routing Tech and Util Bus Driver. Add Routing Technician/Utility Bus Driver
 Revised: June 16, 2010; Eff July 1, 2010 - No Increase - 4 Furlough Days
 Revised: July 22, 2011; Effective July 1, 2011 - No Increase - 2 furlough days
 Adopted: August 3, 2011
 Revised: September 12, 2011; Effective July 1, 2011 - No Increase rescind remaining 2 furlough days
 Adopted: September 21, 2011
 Revised: January 11, 2012--Add Helpdesk Support
 Adopted: January 18, 2012

Revised: March 14, 2014 reflects 4% increase for 2013-14; 4% increase effective July 1, 2014
 Adopted: April
 Revised: May 15, 2014-added Data, Assessment, & Evaluation Specialist
 Adopted: May 21, 2014
 Revised: October 23, 2014 - change from Food Services to Nutrition Services
 Adopted: November 5, 2014
 Revised: November 17, 2014 reflects 0.54% increase retroactive to July 1, 2014
 Adopted: December 11, 2014
 Adopted: February 3, 2016 reflects 8.2% increase retroactive to July 1, 2015 (Classic PERS members will begin to pay the employee portion of the PERS contribution on all eligible pay received after January 31, 2016)
 Adopted: February 3, 2016 reflects 1.69% increase effective July 1, 2016
 Revised: May 18, 2016 - Per revised job description, change Data, Assessment, Eval Specialist to Range 51 from 54 effective May 4, 2016.

Rocklin Unified School District

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



Job Description

POSITION TITLE: Student Information Systems Specialist

NEW

SALARY PLACEMENT: Non-Represented Salary Schedule

SUMMARY:

The purpose of the Student Information Systems Specialist is to update and maintain student data in California Longitudinal Pupil Achievement Data System (CALPADS) and the district student information system (Aeries) for use in or preparation of a variety of specialized local, federal, and state required reports; use data to assist in establishing and preparing lists, master lists/logs, on-line documents, and other necessary and related materials; audit and then enter changes, modifications, and amendments to data in the system; organize material for efficient reporting and retrieval, perform backup for related databases.

SUPERVISOR:

This position reports directly to the Chief Technology Officer.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

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

1. Compile, analyze and prepare a variety of record extracts, labels and reports related to student data to be sent to the federal government, state, district and other outside agencies or departments within the school through the CALPADS system. Preparation of documents and data files for state, federal and grant reporting purposes.
2. Organize, compile, and report data collected from original sources or extracted from the district student information system (Aeries) and accurately produce findings; develop summary reports as needed for various audiences. Produce appropriate data files for Educational Services for strategic planning, assessment and program evaluation to support informed decision-making and continuous improvement of student learning, staff development, instructional delivery, and other related district programs.
3. Performs analysis of multiple data sets for the purposes of determining system functionality and ensuring that users are receiving necessary and pertinent data. Can perform general queries, reports, analysis and data reports in formats required by users.
4. Work with school and district administrators and clerical/attendance staff in the entry, identification and reporting of data, addressing user problems related to these functions, to improve overall data use related to educational programs. Respond to inquiries from sites related to the student information system issues
5. Maintain and help to facilitate the highest levels of detail and quality control of data entry, data processing and manipulations, including processes such as performing analysis of the resulting data to help facilitate interpretation of findings and generate related reports and data files.
6. Assist other department staff with coordination of data and related activities including interfacing other database information, for regulatory compliance of Federal, State, and District assessment and testing programs; compile and generate submissions for Federal and State reporting; create student ID logins or files for various purposes of testing and data integrity.
7. Work collaboratively with various administrators, schools, and departments in the development and selection of data collection and entry of student information, developing instructions for and training for staff.

8. Interface with county and regional student information specialists, to keep abreast of technologies and emerging trends in student data analysis, for the purpose of providing additional information and/or recommendations to address a variety of program related requirements.
9. Communicate with vendors, State and other government or Local Educational Authorities for the purpose of acting as liaison; coordinating general operational procedures, solving problems and technical issues.
10. Prepare written materials (e.g. reports, memos, letters, etc.) for the purpose of documenting activities and providing instructions to others. Participates in meetings, workshops and seminars for the purpose of conveying and/or gathering information required to perform functions.
11. Perform other related duties as assigned.

Knowledge of:

- Oral and written communication skills
- Interpersonal skills using tact, patience and courtesy
- Operation of a computer and assigned software including email, desktop publishing, charts and graphics, word processing and spreadsheets
- Public speaking techniques
- Research and evaluation, data collection, processing, analysis and reporting
- Planning, organization, and coordination of student assessment activities and procedures
- Educational testing principles and practices
- Complex data manipulation using computerized tools and applications such as databases and spreadsheets
- Evaluate and interpret results utilizing detailed knowledge of research procedures and practices, including basic psychometric and other assessment quality standards (e.g., validity, reliability, item calibration)
- Theory and practice related to student learning, program evaluation, and educational measurement
- Applicable laws, codes, regulations, policies and procedures

Other desired knowledge, but not required:

- Test/survey design and development
- Methodology used in educational research design and statistical analysis
- Statistical and mathematical computations and measurements
- Computer software applications relevant to social research and assessment development
- Work collaboratively with other staff to conceptualize, develop, field test and psychometrically evaluate district assessment forms, related rubrics, scoring processes and procedures

Ability to:

- Work with detailed information/data and maintain accuracy; perform routine file management tasks, load, manipulate, archive and convert data
- Maintain deadlines, set priorities, schedule activities, meetings, and/or events; monitor completion of projects, identify problems and report progress to the supervisor
- Routinely gather, collate, and/or classify data using a variety of standardized methods; analyze data utilizing defined but different processes; use job-related tools and equipment
- Communicate effectively both orally and in writing
- Establish and maintain cooperative and effective working relationships with others to function as part of a team; work effectively with school district staff and other agencies
- Problem solve, use logic and reasoning to identify solutions and formulate recommendations and actions
- Maintain confidentiality; understand and observe all applicable federal, state, and local regulations pertaining to student and employment data, and with issues concerning programs and staff; interpret, apply and explain rules, regulations, policies and procedures
- Serve as a trainer and technical resource in related processes, methodologies, tools, and reporting systems
- Accurately analyze and interpret results and provide clear and concise narrative and graphic explanations of data and trends
- Maintain current knowledge of trends and advances in the field; upgrade skills due to changing tools and job requirements

- Follow verbal and written instructions, work independently with little direction, completing assignments successfully with minimal direction and supervision
- Create and maintain technical, procedural, and operational documentation relating to job duties
- Maintain consistent, punctual and regular attendance

EDUCATION:

Graduation from an accredited college or university with a degree in a research related or education oriented field is preferred. Course work or experience in areas such as: program assessment, program evaluation and statistics, and measurement of student academic progress is preferred. Experience in the public school system is desirable.

EXPERIENCE:

Job related experience in a K-12 environment is preferred.

CERTIFICATES, LICENSE, REGISTRATIONS:

Valid California Driver's License

PHYSICAL REQUIREMENTS:

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

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

Medical Category I:

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

WORK ENVIRONMENT:

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

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

Adopted: May 18, 2016

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

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

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

ROCKLIN UNIFIED SCHOOL DISTRICT
NON-REPRESENTED SALARY SCHEDULE - HOURLY

DRAFT

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
1	13.56	14.32	14.99	15.74	16.54	17.37
2	13.96	14.64	15.38	16.15	16.95	17.79
3	15.03	15.79	16.58	17.42	18.29	19.20
4	15.22	16.07	16.88	17.72	18.59	19.53
5	15.82	16.61	17.45	18.34	19.25	20.19
6	18.30	19.21	20.16	21.18	22.23	23.34
7	19.60	20.56	21.61	22.67	23.83	25.04
8	20.26	21.30	22.36	23.49	24.64	25.89
9	20.56	21.61	22.67	23.83	25.00	26.23
10	22.31	23.47	24.54	25.67	26.78	28.11
11	22.67	23.83	25.00	26.23	27.55	28.95
12	24.41	25.60	26.90	28.24	29.65	31.14
13	32.96	34.64	36.33	38.16	40.07	42.04
14	37.20	39.08	41.02	43.05	45.22	47.47
15	42.26	44.38	46.59	48.92	51.38	53.95

LONGEVITY

Paid monthly commencing on the first month following the completion of ten (10), fifteen (15), and twenty (20) years of unbroken service. Longevity pay is computed on the basis of 173.33 hours per average work month, 40 hours per week, 2080 hours per year - 12 months per year.

After 10 years - \$850.
After 15 years an additional \$997 for total of \$1,847.
After 20 years an additional \$1,152 for total of \$2,999.

VACATION

Years of Service	Vacation Days Earned Per Year			
	10 mths.	10-1/2 mth.	11 mths.	12 mths.
0-3	8	8-1/2	9	10
4-9	12	12-1/2	13	15
10 or more	16	17	18	20

Vacation days for 10 month, 10-1/2 month and 11 month employees shall not be taken. (These employees are paid for their vacation days.)
Ten (10) month employees are paid annually on June 10, and 10-1/2 and 11 month employees are paid monthly.

MAINTENANCE OPERATIONS AND GROUNDS

- 9 Custodial Supervisor
- 9 Grounds Supervisor
- 9 Nutrition Services Operation Manager
- 11 Maintenance Supervisor
- 11 Transportation Supervisor/Trainer

SPECIAL EDUCATION AND SUPPORT SERVICES

- 7 Certified Occupational Therapist Assistant
- 7 Speech Language Pathology Assistant
- 6 Interpreter - Deaf and Hard of Hearing
- 10 Licensed Vocational Nurse
- 15 Occupational Therapist
- 15 Physical Therapist
- 15 Behavior Specialist
- 15 Mental Health Specialist

District Office

- 12 Certificated Personnel Analyst

SCHOOL SUPPORT

- 10 Aerospace Science Instructional Assistant
- 1 Campus Monitor
- 4 Discipline Technician
- 1 Instructional Aide (Elem K-6; Elem PE; Secondary; English Language Learner I)
- 3 Instructional Aide ELL II (English Language Learner)
- 2 Library Aide*
- 2 Health Aide* (formerly Nurse's Aide)
- 8 Workability Coordinator
- 4 Workability I Job Developer/Job Coach

TRANSPORTATION

- 12 Senior Mechanic

TECHNOLOGY

- 13 Student Information Systems Specialist
- 14 Database Specialist

Adopted: 10/15/08; Effective 01/01/09
Revision: 03/018/09; Effective 03/18/09
Revision: May 19, 2009; Effective July 1, 2009. No Salary Change - Language Change
Revision: November 4, 2009 - No Salary Change - Job Range Change and Vacation Clarification
Revision: June 16, 2010 - No Increase - 4 Furlough Days Effective July 1, 2010 - Furlough applies to matrix only
Revision: June 16, 2010 - Job class addition Effective July 1, 2010
Revision: February 2, 2011 - Job Title Change of Nurse's Aide to Health Aide
Revision: July 22, 2011 - Update Instructional Aide & EL Aid Job Titles and placement; Rescind 2 furlough days
Adopted: August 3, 2011
Revision: September 12, 2011 - Rescind remaining furlough days
Adopted: September 21, 2011
Revision: January 1, 2013; Effective January 1, 2013
Adopted: February 6, 2013
Revision: March 19, 2014
Revision: March 19, 2014 reflects 4% increase retroactive to July 1, 2013 for 2013-14: 4% increase effective July 1, 2014
Adopted: April 2, 2014
Revision: October 23, 2014 - change from Food Services to Nutrition Services
Adopted: November 5, 2014
Revision: November 17, 2014 reflects 0.54% increase retroactive to July 1, 2014
Adopted: December 11, 2014
Adopted: February 3, 2016 reflects 6.6% increase retroactive to July 1, 2015 (Classic PERS members will begin to pay 6% of the employee portion of the PERS contribution on all eligible pay received after January 31, 2016. Effective February 1, 2016, the District will continue to pay 1% of the employee portion of the PERS contribution on all eligible pay received after January 31, 2016)
Adopted: February 3, 2016 reflects 0.87% increase effective July 1, 2016
Revision: May 4, 2016 - Add new positions: Behavior Analyst and Mental Health Specialist effective July 1, 2016
Revision: May 18, 2016 - Add new position: Student Information Systems Specialist effective July 1, 2016

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Memorandum of Understanding with Rocklin Teachers Professional Association

DEPARTMENT: Office of the Assistant Superintendent, Human Resources

Background:

Current Memorandum of Understanding (MOU) for the 2015-16 school year between RTPA and RUSD provides 40% release time for the RTPA Association President. Parties agree to increase release time from 40% to 50% for the RTPA Association President effective August 1, 2016 for the 2016-17 school year.

Status:

A MOU was signed by both parties for the agreed upon by RTPA Association President's release time for the 2016-17 school year.

Presenter:

Colleen Slattery, Assistant Superintendent of 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:

Copy of the agreed upon MOU between RUSD and RTPA dated April 15, 2016, continuing the release time for the RTPA Association for the 2016-17 school year.

Recommendation:

Staff recommends approval of the MOU with RTPA to continue the release time for the RTPA Association President for the 2016-17 school year.

**MEMORANDUM OF UNDERSTANDING BETWEEN
ROCKLIN TEACHERS PROFESSIONAL ASSOCIATION
AND THE
ROCKLIN UNIFIED SCHOOL DISTRICT**

April 15, 2016

The Rocklin Teachers Professional Association (RTPA) and the Rocklin Unified School District (District) agree to the increased release time stipulated in the RTPA contract for the Association President from 20% to 50% of his/her contract to conduct Association business for the 2016-17 school year. Upon approval by the District and RTPA leadership, the change will be implemented with an effective date of August 1, 2016. The schedule will be developed with input of all parties.

1. Association Business Leave

The Association will reimburse the District the actual costs of the salary plus fringe benefits including health, medical, dental, and vision benefits for the Association President. During this leave, the designated person will continue to be compensated by the District and will retain all rights and benefits as though in regular service.

If, for any reason, a mutual agreement is not reached prior to the opening of school, parties will continue to meet until an agreeable solution is determined. Upon said agreement, release time will be implemented as quickly as is reasonably possible.

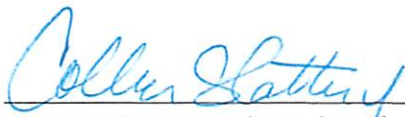
The Association President and/or designee shall have up to three days per year to attend workshops and/or conferences related to Association business without loss of pay. These days should not be deducted from personal necessity or sick leave. In the event that professional negotiators are employed to negotiate for the Association or the District, this provision is null and void.



Barbara Scott, RTPA President



Date



Colleen Slattery, Assistant Superintendent



Date

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Student Placement Agreement with California State University, Sacramento
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 mentor supervisors to gain real-world experience with classroom instruction, observation, and curriculum planning.

Status:

The agreement between California State University, Sacramento and the District is specifically designed to provide internship opportunities for California State University, Sacramento students. The term of this agreement is May 18, 2016 and shall remain in effect for five (5) years.

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:

Student Placement Agreement with California State University, Sacramento

Recommendation:

Staff recommends approval of the Student Placement Agreement with California State University, Sacramento.

**AGREEMENT FOR STUDENT PLACEMENT
BETWEEN
CALIFORNIA STATE UNIVERSITY, SACRAMENTO
COLLEGE OF EDUCATION
AND
ROCKLIN UNIFIED SCHOOL DISTRICT**

The Agreement is entered into the later of May 18, 2016, or the date of execution by and between the Board of Trustees of the California State University, and its Sacramento campus (specifically the California State University, Sacramento College of Education), hereinafter collectively the "UNIVERSITY" and the **ROCKLIN UNIFIED SCHOOL DISTRICT**, hereinafter called the "HOST".

PURPOSE: To establish that the UNIVERSITY and HOST are engaged in a partnership for the training and support of College of Education students serving in the classification of Student Placement, which may include field work experiences for students, student teacher interns or other interns.

DEFINITION: For the purpose of this agreement the term Student Placement or reference to placement shall encompass students, student teachers, student teacher interns or other interns completing field work experience. The term "student teacher intern" means a student teacher working on an intern credential in a certificated position. When special conditions apply to student teacher interns only, these are specifically described.

I. GENERAL INFORMATION

- A. HOST has facilities and programs to provide an appropriate student placement, for students of the UNIVERSITY.
- B. UNIVERSITY has students that need a hosted student placement experience. Said UNIVERSITY and the students will benefit from the student placement experience. Students are only eligible to participate in placements during a defined academic semester/period of 15 weeks – Fall/Spring.

II. HOST RESPONSIBILITIES

Subject to such reasonable rules and regulations as HOST shall from time to time adopt, HOST shall:

- A. Participate with UNIVERSITY in planning placement experience, including those experiences required to complete the PACT Teaching Event (per SB2042 and SB1209);
- B. Require each student to conform to the health examination and background check requirements and standards of State and Federal laws and regulations, which includes submission of a negative tuberculosis test prior to placement;
- C. At its discretion, require the completion of a background check and/or fingerprint clearance through the Department of Justice and/or Federal Bureau of Investigation as a prerequisite to serving as a student teacher Intern
- D. Designate lines of authority and communication for relations between the UNIVERSITY faculty and HOST personnel so as to carry out the purpose of the agreement;
- E. Enforce the rules, regulations and requirements governing the students participating in

the program; said rules, regulations and requirements to be agreed upon by the HOST and UNIVERSITY;

- F. It is understood and agreed that HOST shall have the right to require all students who desire to participate with the HOST, to authorize and consent in writing to release HOST and its representatives of liability for any and all acts performed in good faith and without malice in connection with such placement experience.
- G. It is understood that in case of an emergency involving the student, the UNIVERSITY should be contacted by the HOST as soon as possible.
- H. Students shall be informed by the HOST of the privacy regulations and standard of the HOST and shall be expected to comply.
- I. For student teacher interns only:
 - 1. Assign an on-site mentor who possesses a valid Clear or Life credential in the appropriate subject area, has 3 years documented successful teaching experience and holds an English Learner Authorization (or the equivalent, as established by the Commission on Teacher Credentialing).
 - 2. Participate with the UNIVERSITY in planning and implementing a comprehensive and coordinated program of support and mentoring for the intern teacher, in conformance with the most current requirements established by the Commission on Teacher Credentialing and articulated by the University in its approved Intern Document, per Exhibit A.

III. UNIVERSITY RESPONSIBILITIES

- A. Recommend for placement experience only those students who possess a satisfactory record and have met the minimum requirements established by the State of California and the UNIVERSITY for the particular program, including the program of teaching on an intern credential;
- B. Require each student to conform to the health examination and background check requirements and standards of State and Federal laws and regulations;
- C. Designate lines of authority and communication for relations between the UNIVERSITY faculty and HOST personnel so as to carry out the purpose of the agreement;
- D. Retain general responsibility for instruction and related matters concerning student participation in the training program at HOST, subject to such sharing of responsibility with UNIVERSITY as shall be agreed upon by HOST and UNIVERSITY. Students' discipline shall be the sole responsibility of the UNIVERSITY; however the HOST and/or UNIVERSITY may terminate the participation by any student who, at the determination of the HOST or UNIVERSITY does not comply with the requirements of the program or rules and regulations of the HOST, UNIVERSITY, and or State or Federal laws or regulations. Students' placement may also be terminated by HOST for incompetence: lack of ethics, character, any violation of the privacy standards of the HOST and/or any other conduct that the HOST or UNIVERSITY determines places at risk either the safety or well-being of the HOST's students and/or staff. If a student's participation is terminated by the HOST or UNIVERSITY, the terminating party shall provide immediate written notification to the other. The HOST shall have no responsibility to place the student in any other location and/or placement;

- E. Enforce the rules, regulations and requirements governing the students participating in the program; said rules, regulations and requirements to be agreed upon by the HOST and UNIVERSITY;
- F. For student teacher interns only:
 - 1. UNIVERSITY confirms that the student meets all the criteria for an intern credential, as established by this program sponsor and approved by the Commission on Teacher Credentialing per Exhibit A, hereby attached and incorporated into this agreement.
 - 2. Assign a supervisor who has successfully completed UNIVERSITY-provided intern supervision training
 - 3. Assign intern supervision duties that adhere to the most current requirements established by the Commission on Teacher Credentialing and articulated by the UNIVERSITY in its approved Intern Document, per Exhibit A.
 - 4. Participate with the HOST in planning and implementing a comprehensive and coordinated program of support and mentoring for the intern teacher, in conformance with the most current requirements established by the Commission on Teacher Credentialing and articulated by the UNIVERSITY in its approved Intern Document, per Exhibit A.

IV. SHARED RESPONSIBILITIES FOR STUDENT TEACHER INTERNS HIRED BY THE HOST AS INTERN TEACHERS ONLY

- A. It is agreed that the HOST is seeking applicants for a paid, certificated position for which students from this UNIVERSITY may qualify and may be contracted, subject to the normal rules and procedures followed by the HOST when hiring new certificated personnel.
- B. Students who have been hired into a certificated position by the HOST as a student intern teacher will be expected to fulfill the terms of the employment contract as specified by the HOST, including maintaining employment beyond the academic calendar of the UNIVERSITY.

V. NON-DISCRIMINATION

The parties agree that no person, staff, or student shall, on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, age, disability, or medical condition, be excluded from participation in, be denied the benefit of or be subjected to discrimination under this agreement. This agreement shall take into consideration the operational requirements and limitations of the HOST. HOST shall abide by appropriate State and Federal laws governing Reasonable Accommodation and the Americans with Disabilities Act.

VI. STATUS OF UNIVERSITY AND HOST

- A. Students, except paid student teacher interns, shall not be deemed to be employees of HOST by virtue of their participation in the internship/fieldwork experience and shall not be entitled to any employment benefits, including retirement and health benefits. HOST shall not be responsible for providing worker's compensation insurance. The UNIVERSITY shall be responsible for ensuring that students have appropriate insurance coverage.

- B. Except as specifically provided in this Agreement, or in any subsequent amendment thereto, no monetary obligation on the part of the UNIVERSITY or the HOST to each other is hereby created; consideration for this agreement is furnished by the mutual benefits and promises of the parties.
- C. Nothing in this Agreement is intended to create any employment and/or other agency between the parties and the parties will not represent themselves as being an employee and/or agent of the other.

VII. RELEASE OF RECORDS AND/OR INFORMATION

- A. The parties acknowledge that the education records of UNIVERSITY students assigned to the HOST may fall within the definition and protection of education records under the federal *Family Educational Rights and Privacy Act* (FERPA), 20 U.S.C. §1232g and/or employment records for paid student teacher interns. The parties agree to comply with the requirements of state and federal privacy laws, including FERPA and its implementing regulations at 34 C.F.R. Part 99 and to protect the privacy of records concerning any UNIVERSITY student assigned to the HOST under this Agreement. Paid student teacher intern records with the HOST may also constitute employment records protected from disclosure absent consent under applicable federal and state laws.
- B. In order to allow the HOST and UNIVERSITY to jointly monitor the student's performance in the placement, all students shall as a condition to their placement execute a "Release of Records" (Exhibit B) which allows the HOST and UNIVERSITY to share information that may otherwise be protected from disclosure as an educational record (and/or employment record) to the extent the information relates to the performance of the student in the student placement or internship. Failure to execute the "Release of Records" shall make the student ineligible for placement with HOST.
- C. Each party to this Agreement will immediately notify the other in the event it becomes aware of violations of the other institution's rules, regulations, policies or procedures by the student and/or any negligent or intentional conduct when the conduct of the student jeopardizes the health and/or safety of HOST's student or staff. The parties agree to cooperate in the investigation of any such conduct, so long as an appropriate release of information has been obtained (as required under VIII. A.

VIII. INSURANCE

- A. Student Insurance. All students performing field work, internships and similar activities who are registered in for-credit courses for which the internships are required are covered with general and/or professional liability insurance with blanket policies held by the University. University will provide documentation of same upon request.
- B. HOST Insurance. HOST shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees and list the University as an additional insured.
- C. UNIVERSITY Insurance. It is understood and agreed that the California State University is a self-insured public agency of the State of California. UNIVERSITY maintains self-insurance programs to fund its respective liabilities.

- D. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this agreement.

IX. INDEMNIFICATION

- A. The UNIVERSITY shall defend, indemnify, and hold the HOST, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the UNVIERSITY, its officers, employees or agents.
- B. The HOST shall defend, indemnify, and hold UNIVERSITY, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of HOST, its officers, employees or agents.
- C. The parties intend that the principle of comparative fault shall govern this Agreement.
- D. This provision shall survive the termination of this Agreement.

X. TERM AND TERMINATION

- A. This agreement shall become effective as of the date of final execution and shall remain in effect for 5 years.
- B. Either party may terminate this agreement by giving the other party 30 days written notice of termination. However, both parties will act to protect those students currently placed with the Host at the time of the termination such that they will be allowed to complete their placement without interruption.

XI. GENERAL PROVISIONS

- A. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.
- B. Neither party shall voluntarily, or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- C. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.
- D. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- E. This Agreement shall be governed by the laws of the State of California.

- F. Nothing in this Agreement is intended to create any right in third parties to enforce and/or otherwise benefit from the terms set for.
- G. Any notice required or permitted to be given by this agreement shall be deemed given when personally delivered to the recipient thereof or when mailed by registered or certified mail, return receipt requested, to the appropriate recipient as follows:

1. Notice to the UNIVERSITY:
 California State University, Sacramento
 Attn: Procurement and Contract Services
 6000 J Street
 Sacramento, CA 95819-6008

2. Notice to the HOST:
 Rocklin Unified School District
 Attn: Roger Stock, Superintendent
 2615 Sierra Meadows Drive
 Rocklin, CA 95677

Attest to content only:
 College of Education

By: 
 Chris Boosalis, Associate Dean

Bargaining Unit Representative
(if applicable as determined by HOST)

By: _____

Name: _____

Title: _____

Date: 4/20/16

Date: _____

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

Approved by:

California State University, Sacramento

Rocklin Unified School District

By: _____
 Suzanne Swartz
 Contract Management Specialist

By: _____
 (signature)

Name: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

NOTE: This exhibit shall apply only for student teacher interns.

On June 3, 2013, the Commission on Teacher Credentialing issued Program Sponsor Alert 13-06 detailing new requirements for programs that offered intern credentials. This PSA is available at: <http://www.ctc.ca.gov/educator-prep/PS-alerts/2013/PSA-13-06.pdf>.

In response to this PSA, the UNIVERSITY prepared and submitted revised program documents reflecting the new requirements. On June 30, 2014 the Commission on Teacher Credentialing approved these revised program documents, thereby granting approval to Sacramento State University to issue intern credentials to qualified teacher credential candidates. Terms of the revised program documents include specific mentoring and support that the HOST and UNIVERSITY must provide including:

- Assignment by the HOST of a mentor who meets the criteria identified in 3.C.ii.1. of this Agreement and who is available to provide regular on-site support to the intern teacher.
- Assignment of a UNIVERSITY supervisor who meets the criteria identified in 3.C.1. of this Agreement and who is assigned to provide regular on-site support to the intern teacher, in coordination with the HOST mentor.
 - Regular on-site support includes observation/coaching sessions, provision of materials and resources, feedback on lesson plans, logistical support (bulletin boards, instructional materials, etc.), and other types of assistance designed to strengthen the intern teacher's instructional effectiveness
 - Regular on-site support must be provided in a scheduled and coordinated manner and must adhere to these requirements:
 - 2 hours of support per every five instructional days for general instruction coaching and mentoring AND
 - 5 hours of support per month specific to teaching English learners
- The intern teacher's faculty advisor will assist the HOST mentor and the UNIVERSITY supervisor in creating this coordinated and regular system of support

EXHIBIT B

Student Consent for Release of Records for Student Placement

The federal *Family Educational Rights and Privacy Act of 1974*, as amended, seeks to guarantee both a student's right of access to education records, financial aid records and financial records, and the confidentiality of student information. Institutions may not disclose information contained in education record without the student's written consent except under certain conditions. A student's record may be release to parents, guardians or other third parties by providing a written authorization or consent. For paid student teacher interns, the records maintained by their HOST may also constitute employment records subject to privacy protections under state and federal law.

STUDENT CONSENT FOR RELEASE OF INFORMATION

In order to enable the UNIVERSITY and HOST to monitor my performance in the student placement, I hereby authorize the UNIVERSITY and the HOST identified below to release all education records (as defined by FERPA) and/or employment records relating to my performance in the placement described below, and the information contained therein from one to the other, or its authorized representative, upon request. I further release the UNIVERSITY, and the HOST and their respective Trustees, Officers, and Employees from any and all liability for release of my education records.

This Release of Records ("Release") is subject to the following:

- I understand that this Release, and the authorization given above, is effective immediately and expires at the completion of my placement with the HOST.
- I understand that this Release is necessary for my placement and that this release is necessary for the sharing of information between the UNIVERSITY and HOST relating to my performance in said placement.
- I understand that I may revoke this Release, in writing, at any time, but if I revoke, I may no longer be eligible for a placement with the HOST, and my placement could be terminated.
- I understand that I may receive a copy of all records released pursuant to this Release, upon my request.
- I waive all rights under FERPA with regard to the release of records described herein as well as any other state and federal law governing the privacy of records held by the HOST that may constitute employment records.
- This Release does not apply to any other third party requestor of my education records.
- Further, the UNIVERSITY and HOST will not release my education and/or employment records to any third party without my express written consent.

By signing below, I certify that I have read this Release of Records form and understand its meaning and purpose.

Signature of Student Date

Name of Student (Printed)

Nature of Placement (e.g. student intern, student teacher intern, student teacher):

Dates of Placement:

Name and Address of HOST Institution:

Name and Title of Designated Individual at HOST Institution to Request Record:

00031238.1

ROCKLIN UNIFIED SCHOOL DISTRICT
BOARD AGENDA BRIEFING

SUBJECT: Approve Memorandum of Understanding with Alliant International 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 mentor supervisors to gain real-world experience with classroom instruction, observation, and curriculum planning.

Status:

The agreement between Alliant International University and the District is specifically designed to provide internship opportunities for Alliant International University students. The term of this agreement is May 19, 2016 and shall remain in effect for a period of five (5) calendar years.

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:

Memorandum of Understanding with Alliant International University and Certificate of Liability Insurance.

Recommendation:

Staff recommends approval of the Memorandum of Understanding with Alliant International University.



ALLIANT INTERNATIONAL UNIVERSITY

MEMORANDUM OF UNDERSTANDING

Between

ALLIANT INTERNATIONAL UNIVERSITY, INC. A CALIFORNIA BENEFIT CORPORATION

And

ROCKLIN UNIFIED SCHOOL DISTRICT

Alliant International University, Inc. A California Benefit Corporation (“University”) and Rocklin Unified School District (“District”) agree to the following conditions that apply to Practicum Students, Student Teachers, and Interns who are or will be enrolled in the Teacher Credential Program, the MA/PPS: School Psychology Program or School Counseling Program through the Hufstedler School of Education at Alliant International University and will be serving their Practicum or Internship in the District. Interns nominated by either Alliant International University or the District shall be mutually acceptable by both Alliant International University and the District, and shall be subject to a mutually acceptable placement within the District. This Memorandum of Understanding shall become effective May 19, 2016, for a period of five (5) calendar years. This Memorandum of Understanding may be terminated by either party with sixty (60) days written notice, unless both parties agree to an earlier termination date. Any termination of the Memorandum of Understanding by either party shall not affect the status of any intern who has been placed with the district prior to the effective date of termination.

Alliant International University agrees and certifies that:

1. Each Candidate shall have passed the California Educational Basic Skill Test (CBEST) and, for Student Teachers and Teacher Interns, required subject matter competency prior to assuming Intern services or responsibilities.
2. Each Candidate shall possess a B.A. Degree, documented by official transcripts with a minimum overall GPA of 3.0. Teacher Credential Interns shall have passed the subject matter requirement.
3. Each Teacher Intern shall have a minimum of 120 hours of verified pre-service experience with students in educational settings. Each School Psychology Intern shall have a minimum of 400 hours of verified Practicum experience and each School Counseling Intern shall have a minimum of 100 hours of verified Practicum experience.
4. Each Teacher Intern shall have passed U.S. Constitution coursework or examination.
5. Each Candidate shall be provided adequate supervision, advice, encouragement and support, as appropriate, by Alliant International University personnel, including but not limited to the


University faculty and the University field supervisor as directed by California Commission on Teacher Credentialing Standards.

6. University Supervisors will observe and evaluate teacher interns at least six times during a semester and allocate time with each intern after each visit to discuss the observation.

Rocklin Unified School District agrees and certifies that:

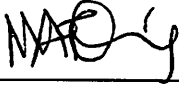
1. The purpose of the Internship Program is to add to the pool of qualified teachers, school psychologists, or school counselors that the District has continually sought to maintain.
2. The Intern's services shall meet the instructional or service needs of the District.
3. Each Intern shall be assigned as an Intern under a contract with an appointment of at least .60 FTE of her/his workday, and placed in a job that shall allow for substantial experience in instructional or service duties.
4. No appointment shall be made unless the prospective employee provides proof of fingerprint clearance or photocopy of California teaching permit, and verification that he or she is free from tuberculosis.
5. No Intern shall displace any fully credentialed employee in the District.
6. Each Intern shall be provided adequate supervision, advice, encouragement and support, as appropriate, by District personnel, including but not limited to both an immediate field supervisor and an in-district mentor as directed by California Commission on Teacher Credentialing Standards.
7. The District and University, in partnership, must provide a total of 189 hours annually of support for each teacher intern (45 hours of which will be dedicated to ELL support).
8. The Intern's salary shall not be reduced to pay for the supervision of that Intern.
9. The Intern will apply to the Hufstedler School of Education at Alliant International University for the Intern Credential within the first semester of coursework.

Alliant International University:



**Andy Vaughn, Interim President
Alliant International University**

5/11/2016
Date



**Dr. Mary Oling-Sisay
Hufstедler School of Education
Alliant International University**

5/11/2016
Date

Rocklin Unified School District:

President, Board of Education, Rocklin Unified School District

Date

Superintendent, Rocklin Unified School District

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/14/2015

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 MARSH USA, INC. 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036 Attn: NewYork.Certs@marsh.com Fax: 212-948-0500 No	CONTACT NAME: PHONE (A/C No. Ext): FAX (A/C No.): E-MAIL ADDRESS:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER B : XL Insurance America, Inc.</td> <td>24554</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Greenwich Insurance Company	22322	INSURER B : XL Insurance America, Inc.	24554	INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
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INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
INSURED Alliant International University, Inc. Attn: Jackie Ogdon 10455 Pomerado Road San Diego, CA 92131														

COVERAGES **CERTIFICATE NUMBER:** NYC-008156847-01 **REVISION NUMBER:** 1

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	ADD'L SUBR (NBR) 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		RGG 943702211	07/01/2015	06/01/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		RAG 943702511 (AOS)	07/01/2015	06/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		US00029026L15A	07/01/2015	06/01/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	RWD 943502911 (AOS) RWR 943502911 (WI)	07/01/2015 07/01/2015	06/01/2016 06/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER Alliant International University 10455 Pomerado Road San Diego, CA 92131	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 of Marsh USA Inc. Michaela Grasshoff <i>Michaela Grasshoff</i>
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ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve School Psychology Supervised Fieldwork Agreement with Loyola Marymount 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 mentor supervisors to gain real-world experience with classroom instruction, observation, and curriculum planning.

Status:

The agreement between Loyola Marymount University and the District is specifically designed to provide internship and mentoring opportunities for Loyola Marymount University school psychology students. The term of this agreement is shall be effective for a three (3) year period from May 18, 2016.

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:

School Psychology Supervised Fieldwork Agreement with Loyola Marymount University and Certificate of Liability Insurance.

Recommendation:

Staff recommends approval of the School Psychology Supervised Fieldwork Agreement with Loyola Marymount University.

ROCKLIN UNIFIED SCHOOL DISTRICT

AND

LOYOLA MARYMOUNT UNIVERSITY

SCHOOL PSYCHOLOGY SUPERVISED FIELDWORK AGREEMENT

THIS AGREEMENT is made and entered into by and between Loyola Marymount University, hereinafter called the "UNIVERSITY," and Rocklin Unified School District hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

A. The UNIVERSITY will assure that the intern candidate shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of fingerprint clearance.

B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each intern candidate assigned to FIELDWORK SITE and student fieldwork experience.

C. The UNIVERSITY shall complete periodic observations and/or evaluations of the intern candidate regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

A. The FIELDWORK SITE shall provide intern candidates with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.

B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating intern candidate of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating intern candidate.

C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order

to allow qualified disabled students to participate in the program.

D. To provide for emergency health care of the intern candidate in case of accident at the expense of the student.

E. To provide all participating intern candidates with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.

F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.

G. The FIELDWORK SITE staff shall comply with **APPENDIX "A"** regarding the FIELDWORK SITE'S supervision of UNIVERSITY intern candidates, as attached and incorporated by reference.

III. THE PARTIES MUTUALLY AGREE

A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.

B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences or terminate the field experience assignment of any intern candidate of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of an intern candidate, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or candidate's teaching assignment of any candidate of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reason(s) why the FIELDWORK SITE desires to have the candidate withdrawn

C. Neither party shall discriminate in the assignment of intern candidates on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.

D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with the Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its trustees, agents, or employees.

E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the

UNIVERSITY'S request, defend the UNIVERSITY, its trustees, agents, and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.

- F. UNIVERSITY and FIELDWORK SITE each agree to maintain insurance or a program of self-insurance throughout the term of this Agreement as follows:
- i. General liability coverage, written on an occurrence form, with limits of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and
 - ii. Professional Liability Insurance written on a claims-made form or occurrence form, with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate, and
 - iii. UNIVERSITY and FIELDWORK SITE shall maintain statutory Workers' Compensation coverage on their respective employees working at FIELDWORK SITE pursuant to the Agreement. The parties agree that the intern candidates are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, intern candidates are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training, except for a stipend in the amount of a previously agreed upon amount between the UNIVERSITY and FIELDWORK SITE.
 - iv. UNIVERSITY and FIELDWORK SITE shall provide certificates of insurance evidencing all coverage described herein, naming the other party as a Certificate Holder with policy endorsements for Waiver of Subrogation against the other party and naming the other party as an Additional Insured. Such evidence will be provided on a basis consistent with the other party with written notice at least thirty (30) days in advance of any material modification or cancellation of such coverage. With respect to individual policies of insurance maintained by candidates, such evidence will be provided prior to the date when any new intern candidate commences participation in the Program(s).
- G. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or be intended to give any right of any kind to third persons.
- H. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of the said party's subsequent right to enforce any provisions contained herein.

- I. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

PARTNER SCHOOL INFORMATION

Rocklin Unified School District
Tammy Forrest, Director of Special Education
2615 Sierra Meadows Drive
Rocklin, CA 95677

Loyola Marymount University
School of Education
Attn: Dr. Brian Leung
1 LMU Drive, Suite UH-1500
Los Angeles, CA 90045

- J. If any term or provision of the Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- K. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- L. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- M. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be **Los Angeles County, California**.
- N. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same agreement. Further, the parties may execute this Agreement via fax or electronic mail transmission. A true and correct copy of this Agreement, as executed by the parties, may be used in lieu of an original for all purposes permitted by law.

IV. TERM AND TERMINATION OF AGREEMENT

- A. The TERM of this Agreement shall be effective for a three-year period from May 18, 2016.
- B. This AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days notice provided that (subject to the other terms of this Agreement) all intern candidates performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the FIELDWORK SITE.

SIGNATURES:

Rocklin Unified School District

Signature: _____

Name: Roger Stock

Title: Superintendent

Date: _____

Loyola Marymount University

Signature:  _____

Name: Thomas O. Fleming, Jr.

Title: Senior Vice President and Chief Financial Officer

Date: 4.12.16

Signature:  _____

Name: Eric Young

Title: Assistant Dean, Business Services, School of Education

Date: 4/12/16

APPENDIX A:

INTERN PARTNERHSIP AGREEMENT

An agreement regarding the intern's work during this academic year will be signed and shared by the school psychology intern, the School Psychology program at Loyola Marymount University and the School District's on-site "Field Mentor," who is a credentialed school psychologist employed full time at the above School District. The document will outline responsibilities:

University Supervisor responsibilities:

1. Ensure that intern is qualified and competent for internship.
2. Meet with intern regularly to review experiences and for remediation as needed.
3. Review program expectations with field mentor at the onset of field placement.
4. Maintain regular contact with field mentor to monitor intern progress.
5. Conduct on-site visitation during the academic year at least once per semester.
6. Provide final evaluation of intern for recommendation of credential.

Field Mentor responsibilities:

1. Provide at least 2 hours of regularly scheduled supervision time each week.
2. Help the intern understand RATIONALE for actions and decisions.
3. Provide experiences and material needed for intern to complete Intern Learning Plan.
4. Keep university supervisor informed of intern's progress.
5. Provide feedback to faculty for program improvement.

If opportunities for interns to complete their Intern Learning Plan (ILP) are not feasible within the district, the intern will need to be released from the district in order to complete those activities. Such scheduling will be decided among the field mentor, intern, and university supervisor.

The duration and schedule of this internship is to conform to the academic year of the school district, and daily schedule is to conform to the hours of a typical school psychologist, unless adjusted by all parties below. School Psychology interns from LMU must not be used in place of hiring credentialed school psychologists.

There will be no pay for the intern's time during the school year 2016 - 2017.



CERTIFICATE OF LIABILITY INSURANCE

Loyola

DATE (MM/DD/YYYY)
4/12/2016

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., License #0726293 1255 Battery Street #450 San Francisco CA 94111	CONTACT NAME: _____	
	PHONE (A/C No. Ext): _____	FAX (A/C No.): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: UNITED EDUCATORS INS RRG INC		10020
INSURER B: UNITED EDUCATORS INS RRG INC		10020
INSURER C: Travelers Property Casualty Co of A		25674
INSURER D:		
INSURER E:		
INSURER F:		

INSURED **LOYOMAR-01**

Loyola Marymount University
 One LMU Drive, U Hall #4900
 Los Angeles CA 90045


COVERAGES **CERTIFICATE NUMBER: 309801472** **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	ADDITIONAL INSURER (INSR) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR - \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y	GLX201500051100 BLX201500051100	7/1/2015 7/1/2015	7/1/2016 7/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/CP AGG \$3,000,000 \$
A A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		GLX201500051100 BLX201500051100	7/1/2015 7/1/2015	7/1/2016 7/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	TC2JUB4240854816	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	<input checked="" type="checkbox"/> Licensed Professional		LPD201500060800	7/1/2015	7/1/2016	Each Claim 1,000,000 Annual Aggregate 3,000,000

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

As obligated by contract or agreement, Rocklin Unified School District is added as additional Insured as per attached policy form as respects School Psychology Supervised Fieldwork

CERTIFICATE HOLDER Rocklin Unified School District Tammy Forest, Director of Special Education 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 
--	---

OTHER INSURANCE
(Additional Insurance Blanket Form)

In consideration of the premium charged and subject to all other provisions of this Policy, we agree with the **Educational Organization** that:

Paragraph 26. of this Policy is amended to read:

26. This Policy shall at all times be excess over the greater of the **Underlying Limit Retention** amount, or the amount of any other insurance available to the **Insured** covering an **Occurrence** covered by this Policy (other than insurance that is expressly and specifically excess of the limits of this Policy), and nothing in this Policy or in any other policy shall be construed to require this Policy to contribute with, or subject this Policy to the terms, conditions or limits of, such other insurance.

In addition, this Policy shall always be excess over any other insurance that names any **Insured** as an "additional insured:"

- a. if such insurance is also written on an excess basis, we agree with the **Insured** that this Policy is excess over such insurance; and,
- b. we shall not share in paying **Ultimate Net Loss** with that other insurance on any basis including but not limited to the ratio of the **Limit of Liability** of this Policy and the limit of liability of the policy providing "additional insured" coverage.

Exception:

if, pursuant to Paragraph e. of the Definition of **Insured**, the **Educational Organization** has agreed by contract, and only to the extent of such contractual obligation, we agree that any insurance maintained by such **Insured** will be excess of this Policy and shall not be called upon to contribute with it.

All other Policy provisions remain the same.


Authorized Representative



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: (TC2JUB-4240B54-8-16)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 0.00 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by _____

ROCKLIN UNIFIED SCHOOL DISTRICT

Item 8:18
CONSENT
May 18, 2016

BOARD AGENDA BRIEFING

SUBJECT: Approve Service Agreement with Fagen Friedman & Fulfroft, LLP for Legal Services

DEPARTMENT: Office of the Deputy Superintendent, Business & Operations

Background:

The District receives legal services and representation from various law firms. This agreement outlines the terms of service for Fagen Friedman & Fulfroft who specializes in legal representation in the area of educational law and general legal counsel.

Status:

Legal firm has provided legal fee structure to the District for educational law services.

Presenter:

Barbara Patterson, Deputy Superintendent, Business & Operations

Financial Impact:

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

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

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

Packet Information:

A copy of the proposed agreement is attached.

Recommendation:

Staff recommends approving the agreement with Fagen Friedman & Fulfroft, LLP.



Fagen Friedman & Fulfroost LLP

AGREEMENT FOR LEGAL SERVICES

This agreement is by and between a Rocklin Unified School District ("Client") and the law firm of Fagen Friedman & Fulfroost LLP ("Attorney"). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2016:

1. **CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. **SCOPE OF SERVICES.** Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.

3. **CLIENT'S DUTIES.** Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time and to keep Attorney advised of Client's address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. **CONSULTANT SERVICES.** Attorney may provide consulting services in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney Communication Services and Education Consultants. These services are intended to support Client with communications work or educational consultant services related to labor and employment matters, special education and student matters, high-profile litigation and settlement agreements, in addition to employee, community, inter-governmental and media relations.

5. **LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney's prevailing rates for all time spent on Client's matter by Attorney's legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney's number of years of experience.

The rates on this schedule are subject to change on 30 days' written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

6. COSTS AND OTHER CHARGES. (a) In general, Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include fees fixed by law or assessed by public agencies, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses and consultants' fees and other similar items. Except for in-office photocopying, facsimile charges and mileage, all costs and expenses will be charged at Firm's cost.

In office Photocopying	\$0.25/page
Facsimile Charges	\$1.00/page
Mileage	IRS Standard Rate
Postage	Actual Cost

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

7. BILLING STATEMENTS. Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

8. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorney will, upon Client's request, deliver Client's file(s) and property in Attorney's possession, whether or not Client has paid for all services. Attorney shall transition all outstanding legal work and services to others as Client shall direct.

9. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

10. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

11. **MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

12. **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

13. **MEDIATION CLAUSE.** If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

14. **EFFECTIVE DATE.** This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Rocklin Unified School District

Fagen Friedman & Fulfrost LLP

Roger Stock, Superintendent,



Chris Keeler, Partner

DATE: _____

DATE: 4/25/2016



Fagen Friedman & Fulfroft LLP

PROFESSIONAL RATE SCHEDULE

Rocklin Unified School District
(Effective July 1, 2016)

1. **HOURLY PROFESSIONAL RATES**

Client agrees to pay Attorney by the following standard hourly rate:

Associate	\$195 - \$215 per hour
Partner	\$240 - \$265 per hour
Of-Counsel	\$265 per hour
Paralegal/Law Clerk	\$115 - \$135 per hour
Education Consultant	\$155 per hour
Communication Services Consultant	\$215 per hour

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If Client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

2. **ON-SITE LEGAL SERVICES**

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. Office Hours for Client consists of eight (8) hours at the Client's administrative offices and travel to and from Client. Office Hours shall be provided at a reduced daily rate. The rate for Office Hours shall be, and the client agrees to pay Attorney, as follows:

Associate	\$2,050 (discounted from \$2,150)
Partner	\$2,400 (discounted from \$2,650)

3. **COSTS AND EXPENSES**

In-office Photocopying	\$0.25 per page
Facsimile	\$1.00 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Contract with Economic & Planning Systems (EPS) for Services Related to Providing CFD Administration Tasks FY 2016-17 EPS # 162035

DEPARTMENT: Office of the Deputy Superintendent of Business & Operations

Background:

Annually the District must submit a special levy to the County Auditor-Controller to assess the Mello Roos Tax in the Community Facilities Districts, as well as Continuing Disclosure documents for the bond financings to the rating agencies and depositories and the yearly fiscal status report for Mello Roos Community Facilities Districts (CFD) to the California Debt and Investment Advisory Commission.

Status:

Economic & Planning Systems (EPS) will continue to maintain the property parcel database, prepare the annual special levy and respond to public inquiries regarding the special tax. In addition, it will provide analysis for the annual Continuing Disclosure and Fiscal Status Reports mentioned above as well as other analysis of funding strategies for school facilities.

Presenter:

Barbara Patterson, Deputy Superintendent of Business & Operations

Financial Impact:

Current year: Not to exceed \$18,000
Future years: N/A
Funding source: CFD # 1 and #2

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 contract with Economic Planning Systems.

May 2, 2016

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

Subject: Rocklin Unified School District Community Facilities District
Administration Services; EPS #162035

Dear Barbara:

Economic & Planning Systems, Inc. (EPS) would appreciate the opportunity to continue assisting the Rocklin Unified School District (District) with the annual administration of three Mello-Roos Community Facilities Districts (CFDs). Under this proposed scope of work, EPS will prepare the Annual Tax Report, prepare the annual levy file, prepare reports as needed, and respond to public inquiries regarding the special tax levied by the District under the authority of the CFDs.

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. EPS will subcontract with a third-party vendor to provide Geographical Information Systems (GIS) services for the purposes of mapping tax levy data, as needed.

Scope of Work

Task 1: Provide CFD Administration for Fiscal Year 2016-17

Subtask 1.1: Review Records

EPS will review records of the City of Rocklin (City) and Placer County (County) to maintain and update a list of taxable parcels in the CFD. The list will contain Assessor's Parcel Numbers, development status, taxable status, fiscal year in which parcel was first taxed as a "developed" parcel, and any other related data required to develop the annual special tax levy.

Subtask 1.2: Prepare List

EPS will prepare a list of the special tax levy for delivery to the County Auditor-Controller and will work with the District to prepare and deliver all accompanying documentation of the special tax levy.

The Economics of Land Use



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

2016 HOURLY BILLING RATES

Sacramento Office

Managing Principal	\$250-\$280
Senior Principal	\$300
Principal	\$225-\$240
Executive/Senior Vice President	\$220
Vice President	\$200
Senior Technical Associate	\$185
Senior Associate	\$170
Associate	\$150
Research Analyst II	\$105
Research Analyst I	\$85
Production and Administrative Staff	\$80

Billing rates updated annually.



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

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: Approve Resolution No. 15-16-18 to Establish Temporary Interfund Transfers of Special or Restricted Fund Moneys

DEPARTMENT: Office of the Deputy Superintendent, Business & Operations

Background:

Education Code Section 42603 specifies that the governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district. This borrowing must be repaid in the same fiscal year or the following year if borrowing takes place within 120 days of the fiscal year end. In addition, no more than 75% of money held in any fund during the current fiscal year may be transferred.

Status:

The Placer County Treasurer's Office looks at the district as a whole. As long as it has cash, the Treasurer's Office will process warrants drawn on any district fund. To ensure compliance with Ed Code 42603, staff is recommending that the Board approve this resolution on an annual basis.

Presenter:

Barbara Patterson, Deputy Superintendent, Business & Operations

Financial Impact:

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

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

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

Packet Information:

A copy of the resolution is enclosed.

Recommendation:

Staff recommends approving Resolution No. 15-16-18 for temporary interfund transfers.

**RESOLUTION NO. 15-16-18
BEFORE THE BOARD OF TRUSTEES OF THE
ROCKLIN UNIFIED SCHOOL DISTRICT**

**RESOLUTION TO ESTABLISH TEMPORARY INTERFUND TRANSFERS OF SPECIAL OR RESTRICTED
FUND MONEYS**

WHEREAS, the governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code Section 42603; and

WHEREAS, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year;

NOW THEREFORE, BE IT RESOLVED that the Governing Board of the Rocklin Unified School District, in accordance with the provisions of Education Code section 42603 adopts the following authorization for fiscal year 2016-17 to temporarily transfer funds between the following funds provided that all transfers are approved by the Superintendent or his designee:

- General Fund
- Deferred Maintenance
- Cafeteria
- Capital Facilities (Building Fees)
- Special Reserve for Capital Outlay
- County Schools Facility Fund
- Mello Roos Project Fund
- Mello Roos Repayment Fund
- Charter Fund
- Retirement Benefit Fund

THE FOREGOING RESOLUTION was duly passed and adopted by the Board of Trustees of the Rocklin Unified School District at a regular meeting held on the 18th day of May, 2016 by the following roll call vote:

AYES:

NOES:

ABSENT:

Signed and approved by me after its passage.

President, Rocklin Unified Board of Trustees

ATTEST:

Clerk of the Rocklin Unified Board of Trustees

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve Resolution 15-16-19 Authorizing End-of-Year Budget Transfers

DEPARTMENT: Office of the Deputy Superintendent, Business & Operations

Background:

This is a standard end-of-year action to close the fiscal year. Budget transfers are often necessary to cover year-end entries to the proper accounts. The California School Accounting Manual and state audit requirements require that no major state object code (i.e., 1000's, 2000's) for any fund may be overdrawn at the end of the year.

Status:

This item requires Board approval.

Presenter:

Barbara Patterson, Deputy Superintendent, Business & Operations

Financial Impact:

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

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

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

Packet Information:

A copy of the resolution is included in packet.

Recommendation:

Staff recommends approving Resolution 15-16-19 authorizing end-of-year budget transfers.

RESOLUTION 15-16-19
BEFORE THE BOARD OF TRUSTEES OF THE
ROCKLIN UNIFIED SCHOOL DISTRICT

In the Matter of: A RESOLUTION AUTHORIZING END-
OF-YEAR BUDGET TRANSFERS

The following RESOLUTION was duly adopted by the Board of Trustees of the Rocklin Unified School District at a regular meeting held on the 18th day of May, 2016, by the following vote on roll call:

AYES:

NOES:

ABSENT:

Signed and approved by me after its passage.

President, Board of Trustees

ATTEST:

Clerk, Board of Trustees

BE IT HEREBY RESOLVED that the District Business Official or County Superintendent of Schools, pursuant to Education Code Section 42601, be authorized to make transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification or classifications, or balance any expenditure classifications of the budget of the district for the 2015-16 school year.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

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

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

RUSD has begun implementing the four recommendations from WestEd's Special Education Supports and Services Report to improve its provision of special education instruction. This presentation is the fourth and final update from the Special Education Department regarding actions taken in response to the report. This report titled "Special Education Update" will include information about how special education is moving beyond the recommendations of the WestEd Report with a focus on strengthening special education programs and support as well as partnering closely with general education to support all students.

Status:

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

Presenter(s):

Tammy Forrest, Director of Special Education and Support Services

Financial Impact:

Current year: 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:

Rocklin Unified School District Special Education Update

Recommendation:

This is an informational item only.

Special Education Update

Rocklin Unified School District Board of Trustees Meeting May 18, 2016



Educational Excellence

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

Overview of Presentation

- Extending Capacity - New positions
- Measuring the efficacy of new positions
- MTSS/Learning Center update
- Targeted Training review 2015-16
- Training 2016-17
- Policy Manual workgroup
- Parent outreach and input update

New Positions to Strengthen Programs and Supports Services

Behaviorist

- Support to PBIS/General Education Student Level Behavior Intervention

Behaviorist

- Behavior Support to Structured Teaching Programs (STP)/Special Education Student Level Behavior Intervention

Mental Health Specialist

- Mental Health Support to Program for Students with Emotional Difficulties/Training & Consultation on Mental Health

TOSA (Teacher on Special Assignment)

- Curriculum and coaching support to special education teachers

Inclusion Specialist

- Curriculum and instructional strategies for STP programs/Training for special education aides in the general education setting.

New Positions to Strengthen Programs and Support Services

Behaviorist

- ❑ Primary program focus: Structured Teaching Programs (STP)
 - Evidence-based practices in curriculum & instructional Strategies
 - Fidelity of behavior interventions
 - Training/evaluation support for special education aides
 - Establish regular class collaboration time for teacher & special education aides.

- ❑ Referral driven support to students and consultation to psychologists.

New Positions to Strengthen Programs and Support Services

Behaviorist

- ❑ Primary program focus: PBIS (Positive Behavior Intervention Supports) Schools, Cohort 1 and support for planning for Cohort 2.
- ❑ Referral driven support to general education students and consultation to general education teachers.

New Positions to Strengthen Programs and Support Services

Mental Health Specialist

- Primary program focus: programs for students with severe behavioral or emotional difficulties.
 - Evidence-based social emotional curriculum & instructional strategies
 - Individual and group counseling
 - Training: classroom and school-wide

- Referral driven supports/training

New Positions to Strengthen Programs and Services

TOSA (Teacher on Special Assignment)

- Primary program focus: special education teacher support for implementation of evidence-based curriculum and IEP (Individualized Education Program) coaching around compliance.

Elementary RSP/SDC

Middle School RSP/SDC

High School RSP/SDC

Learning Center Pilots

- Training new teachers and requests for teacher support.
- Collaborate and be part of RUSD TOSA team to ensure full integration and inclusion between special education and regular education.

New Positions to Strengthen Programs and Support Services

Inclusion Specialist

- ❑ Primary program focus: special education and general education teacher support for implementation of inclusive practices.
 - Support for curriculum and instructional strategies for autism programs.
 - General education teacher training on supports for including students.
 - Training special education aides supporting students in the general education setting.

- ❑ Referral driven consultation for students and IEP teams.

Measuring Efficacy of New Supports

Effectiveness of these positions will be measured by analysis of:

- Referral data for consultation, training or direct supports.
- Training attendee feedback.
- Survey target groups (principals, special and general education teachers). Survey data to be collected immediately following contact.
- Summary data on curriculum implementation, direct service minutes per IEPs, & trainings by site.

MTSS

□ Summary of MTSS Meetings 2016-17

- Eight meetings held this year with participants including general and special education teachers, paraprofessionals, and district and site administrators.
- Site plans activated to focus on 1-2 areas for 2017-2018 (includes putting into place training to improve all instruction with Universal Design for Learning, and behavioral supports through PBIS; Some sites have elected to focus on using screening and progress monitoring tools to better identify and track students in need of Tier II academic support;

□ Plan for 2017-18

- Sites will identify leadership teams to support and sustain implementation through a fall Site Team Training.

Learning Center

Learning Centers

What is a Learning Center?

Progress to date:

- Sites identified that will move forward with pilots
- Planning meeting with West Ed/Kathy Pon/Tammy Forrest
- Site visits to Elk Grove by RHS/WHS May 4th and Springview/Rocklin Elementary May 18th; (Twin Oaks visited Contra Costa last year); Planning/on-going support dates for all schools in progress

What to expect for next year:

- Increase RHS/WHS collaboration around Learning Center Model.
- District co-teaching rubric to be identified
- Specific qualification data, staffing and interventions will be identified in elementary/middle schools for Tiers II-III interventions

Trainings and Audiences 2015-2016

Trainings	Admin	Teachers	Other Staff (Counselors, Psychologists, SLPs, OTs, etc.)	Paras and Other Classified Support Staff	Parents
Non Violent Crisis (NCI) – 3 Days	6	30	11	32	
Accessible Curriculum for All Cohort Training (Universal Designs for Learning)	5	4		2	
Administrator Special Education- Legal Updates – 3 sessions	18				
Mental Health First Aid – 3 days	1	26	19	11	1
Special Education Curricular Instruction (Corrective Reading, Math Interventions)		11 (Read) 20 (Math)			
Mandated Reporting Update	1	6	5	18	
Inclusion Conference	4	12	3	6	
Behavior Training		9	9	44	
Love and Logic					206

Future Training

Targeted Training for 2016-2017

Assessment

- Dyslexia Evaluation, Recommendations, curriculum and instruction - Psychologists, RSP /SDC teachers & special education aides
- ACA Cohort #2 (Includes Assistive Technology evaluations and recommendation - SLPs, OTs, Psychologists, other selected staff (preschool teachers, STP teachers))

Behavioral and Social Emotional Supports

- NCI-Non Violent Crisis Intervention - Teachers, psychologists, special education aides and others at site with STP and ED programs
- Lion's Quest Emotional Curriculum - Teachers, psychologists, counselors, aides and other staff at sites with ED and secondary SDC programs
- Evidence-Based Practices – Focus on data collection (including fidelity checks and home-school communication) - Teachers, psychologists, special education aides and others at sites with STP programs

Future Training, Continued

Targeted Training for 2016-2017

Literacy

Curriculum and Instruction

- Effective instruction, UDL and Specific core intervention programs – RSP/SDC teachers
- Full Implementation of Reading Mastery at Elementary Sites - RSP/SDC
- Language Live Pilot at Secondary Sites - RSP /SDC teachers & special education aides

Structures for Increased Staff Capacity

- Section 504 Training-Fall 2016-17 - Counselors, V-Ps, Site Administrators (Prioritizing Secondary)
- Noon Duty Supervisor and Aide Behavior Training - Elementary Sites
- Parent Training - IEP Fundamentals, PBIS, Mental Health First Aid, Love and Logic

Policy and SPED Manual Work

Summer Workgroup

- June 13- June 23 (June 14-research day)
- Manual to be updated by workgroup comprised of special education staff.
- Workgroup to be lead by director of Special Education Director, Program Specialist and supported by Suzie Johnstone, retired special education administrator.
- Manual content to be updated includes: Requisitions and purchase orders, Eligibility Criteria, Special Education Services (RSP, SDC, LRE), Transportation Guidelines, ESY, Pre-referral, Section 504, Referral & Assessment, IEP Information, Private School Service Plans, Special Education Student Procedures, Special Education Master Files, Additional Aide Support Handbook.

Parent Outreach and Input (Communication)

- With stakeholder input, implemented department Communication Protocol.
- Met regularly with parents requesting on-going meetings.
- Pre-met monthly with CAC parent representatives, past and present.
- Attending monthly CAC meetings at PCOE.
- Held four parent forums.

Parent Outreach and Input (Communication)

Parent Surveys

Communication

- Most agree or highly agree that there is an overall increase in the frequency and quality of communication from the district office staff.
- Most agree or highly agree that responses from staff show my concerns are listened to.

Needs Assessment

- High interest identified for the following topics (55% and up): Assessment, assistive technology, behavior supports, bullying, common core, communicating with your IEP team, helping my student with social interactions, parent involvement in the IEP process, supporting my student with homework and organization, transition planning across the ages.

Next Steps

- ❑ Develop referral forms for behaviorists, mental health specialist, TOSA and inclusion specialist.
- ❑ Develop evaluation process for referral driven supports.
- ❑ Metrics identified to evaluate Learning Center Pilot implementation.
- ❑ Support to develop best practices for Learning Center models being piloted.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Information on Considering Later Start for High Schools

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

The Board has requested that staff present a process that might be initiated to fully understand the benefits and impacts of creating later start times at the high school level for possible consideration. Note: At this time both Middle Schools start school at 8:30 a.m. and Victory High starts at 8:45 a.m. Both Rocklin and Whitney High Schools start at 7:45 a.m.

Status:

This presentation will provide the rationale for and sample of current research about late starting times for teenagers. There will also be information about how districts might assess stakeholder perceptions of this change, and initial estimated impacts of moving the high school schedule forward an hour.

Presenters:

Kathy Pon, Deputy Superintendent, Educational Services
Marty Flowers, Director of Secondary Programs and School Leadership

Financial Impact:

Current year: \$820,000 (potential estimates)
Future years: \$100,000 (potential estimates)
Funding source: Base (General) Fund

Materials/Films:

None

Other People Who Might Be Present:

Barbara Patterson, Deputy Superintendent, Business Services
Karen Huffines, Director, Elementary Programs and School Leadership
Matt Sanchez, Director of Transportation

Allotment of Time:

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

Packet Information:

Power Point: Information on the Process of Considering Later Start for High Schools

Recommendation:

This is an information item only.

Information on the Process of Considering Later Start for High Schools

Rocklin Unified School District Board of Trustees Meeting May 18, 2016

Kathleen Pon, Ed. D.,
Deputy Superintendent, Office of Educational Services
Martin Flowers,
Director, Secondary Programs and School Leadership



Overview of Presentation

- Review current information related to late start time for high schools
- Provide information districts generally gather, including:
 - Information from current research
 - Assessment of stakeholders' perceptions and interests
 - Initial estimated fiscal impacts
- Possible next steps

Premise of Sleep Patterns of High School Students:

From a biological perspective, adolescents begin to experience a sleep-wake “phase delay” (later sleep onset and wake times), as a result of well documented changes in circadian rhythms. This is manifested as a shift in the fall-asleep time to about two-hours later, relative to middle childhood. At the same time, adolescent sleep needs do not decline significantly from pre-adolescent levels, and optimal sleep amounts remain in the range of 8.5 to 9.5 hours per night for most teens. On a practical level, this means that the average adolescent cannot fall asleep before 11 pm and has significant difficulty in waking before 8 am.

The Children’s National Medical Center’s Blueprint for Change Team (2014).

Research Questions:

- Do high schools that start later have more students getting 8 or more hours of sleep?
- What positive academic and/or socio-emotional effects do students have who attend high schools with later start times?
- What are the ways beyond school start time to achieve mental health and wellness?

Information Gathering Process:

- Review relevant literature and information from a variety of sources: research studies, online and print articles, school reports and case studies, and interviews/documentation from sleep experts.
- Ensure an understanding that all studies are not equal: empirical studies with control and experimental groups are strongest; correlational studies do not equate with causation.
- Examine school districts that have successfully changed their school start times to obtain basic information on their strategies for changing bell schedules and gaining community support.

Initial Key Information and Policy Statements from Sleep Experts:

- American Academy of Pediatrics (2014). [Policy statement: School start times for adolescents.](#) *Pediatric doctors found many factors negatively affect middle and high school students' ability to obtain sufficient sleep; however, the evidence strongly implicates earlier school start times as a key modifiable contributor to insufficient sleep. Delaying school start times is an effective countermeasure to chronic sleep loss and has a wide range of potential benefits to students with regard to physical and mental health, safety, and academic achievement.*
- Paul Kelley and Clark Lee (2014). [Later school start times in adolescence: Time for change.](#) *Policy paper by the US Education Commission that summarizes research about sleep deprivation impacting learning, mental well being and adolescent car accidents, and positively impacting adolescent learning, health and safety.*
- Wheaton, A. G., Chapman, D. P., & Croft, J. B. (2016). [School start times, sleep, behavioral, health, and academic outcomes: A review of the literature.](#) *Health experts review studies and evidence that delaying school start time increased weeknight sleep duration among adolescents, primarily by delaying rise times. Most studies cite an increase in sleep duration even with relatively small delays in start times of half an hour. Later start times also correspond to improved attendance, less tardiness, less falling asleep in class, better grades, and fewer motor vehicle crashes.*

Initial Key Research Studies Offer Both Findings and Limitations:

Wahlstrom, K., Dretzke, B., Gordon, M., Peterson, K., Edwards, K., & Gdula, J. (2014). [Examining the impact of later school start times on the health and academic performance of high school students: A multi-site study](#). Correlational study between late start and positive academic outcomes.

Wahlstrom, K., (2002). [Changing times: The first longitudinal study of later high school start times](#). Longitudinal study that examined attendance rates, grades, and stakeholder perceptions before and after an early start implementation.

Carrell, S.E., Maghakian, T., & West, J. E. (2010). [A's from Zzzz's? The causal effect of school start time on the academic achievement of adolescents](#) Study of freshmen at the United States Air Force Academy with data showing that starting the school day 50 minutes later had a significant positive effect on student achievement.

Owens, J. A., Belon, K., & Moss, P (2010). [Impact of delaying school start time on adolescent sleep, mood, and behavior](#). A one high school study that found a delay of 30 minutes was associated with a significant increase in self-reported sleep duration and a decrease in a number of ratings of daytime sleepiness.

Recommendations and Best Practices for Communities Exploring This Question

- Importance of leadership in looking at this problem of practice
- Education of the entire community to ensure informed decision making
- Consensus among stakeholders about the impact of sleep on health and school success
- “Thinking outside the box” to overcome transportation logistics, and challenges with athletics and community uses of recreational facilities
- One size (model) does not fit all
- Taking the time to make adjustments and ensure quality implementation
- Monitoring established outcomes

Other District's Decisions/Implementation

District	Timeline for Study	Decision
Davis Unified	Feb. 2015 – June 2016	Extensive study and delayed starting times to 8:30 or later at both middle and high schools.
Lodi Unified	Sept. – April. 2015- 2016	Studied, but not identified as a priority by parents. Some schools may flex schedules and offer options for starting in 2016-2017.
San Juan Unified	Ongoing	The district is engaging in a <i>thoughtexchange</i> process to seek input on middle and high school start times. Any decisions would not be implemented until 2016-2017.
Vacaville Unified	Ongoing	Exploring late start times and currently surveying parents.
Palo Alto Unified	2010-2011	Several high schools moved to later start times for both reasons of traffic and later start time's relationship to positive student outcomes.

Possible Schedule

- Focus on mental health and wellness, as prioritized in Strategic Plan - Ongoing
- Identification of task force – May - June 2016
- Education and input through community forums - Aug. - Oct. 2016
- Surveys of students, staff and parents - Sept. – Oct. 2016
- Bring back information from community to Board to consider - November, 2016.

Estimated Transportation Costs for Later Start by Shifting all Schools

	Current Starting and Ending Times		Shifted Starting and Ending Times	
Elementary Early Start	7:50	2:20	8:50	3:20
Elementary Later Start	8:20	2:50	9:20	3:50
Middle Schools	8:30	3:10	9:30	4:10
High Schools	7:45	2:40	8:45	3:40
Victory High	8:45	3:34	9:45	4:34

Note: As this option affects middle and elementary schools' starting and ending times, there would need to be widespread understanding and consensus around this model.

Initial Estimated Transportation Costs for Later Start at the just High Schools

If just both high schools started at an hour later, the Transportation Department estimates the cost would be \$820,000 for the first year (for an additional 4 busses at \$720,000 and 4 drivers at \$100,000). In subsequent years costs would then be just for the 4 extra drivers.

	Current Starting and Ending Times		Shifted Starting and Ending Times	
High Schools	7:45	2:40	8:45	3:40

- Other transportation impacts have not been studied.

Possible Next Steps

- Begin gathering information on the relationship between high school late start times and increased mental health.
- Explore the fiscal impact of late starting times for high school students.
- Identify a task force to help facilitate a district study and school community forums
- Draft survey questions for stakeholders.
- Finalize a plan for understanding and addressing this problem of practice.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Governor's May Revise Update
DEPARTMENT: Office of the Deputy Superintendent, Business & Operations

Background:

The Governor is scheduled to present his May Revise budget proposal for 2016-17 on May 13th. Staff will attend the May Revise workshop put on by School Services on May 19, 2016.

Status:

Staff will present a review of the Governor's budget proposal if it is available prior to the board meeting.

Presenter:

Barbara Patterson, Deputy Superintendent, Business & Operations

Financial Impact:

Current year: -0-
Future years: Pending action by the legislature and the Governor.
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

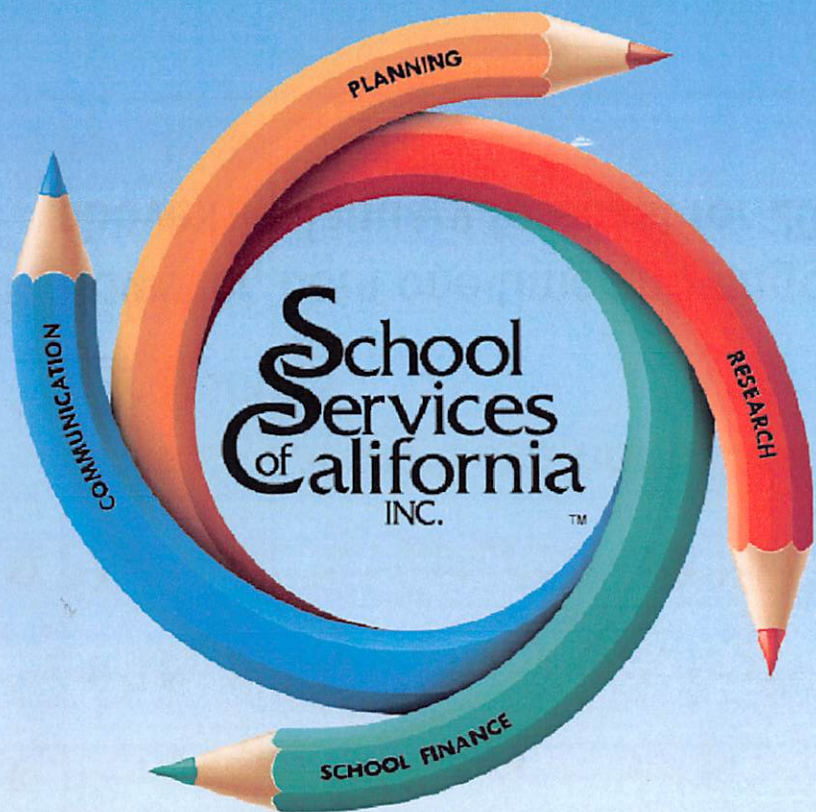
Packet Information:

If information is available, it will be presented at the board meeting.

Recommendation:

This is an information item only, no action is required.

Rocklin Unified School District May Revise Budget Update



**Board of Trustees
May 18, 2016**

**Presented by
Barbara Patterson
Deputy Superintendent,
Business & Operation**



1 Proposition 98 Still Governs the Level of Funding

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- **Proposition 98 is rising, but at a much lower rate**
 - **The boost from the maintenance factor is nearly gone**
- **Past years have started with low revenue forecasts that got better**
 - **This year the Governor's January forecast is higher than the May Revision revenues**
- **However, both one-time and ongoing revenues to education grow slightly above the January forecast for 2016-17**

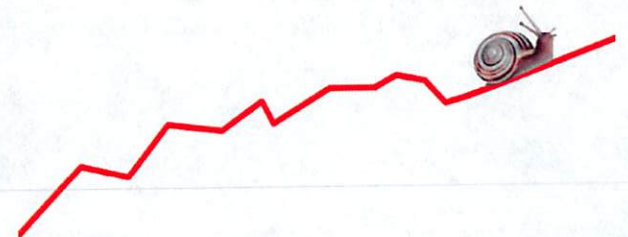


2

Preparing for the Slowdown

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- The May Revision projects that the Local Control Funding Formula (LCFF) will be 95.7% implemented in 2016-17
 - At full implementation the supercharged increases are over, all local educational agencies (LEAs) just get a cost-of-living adjustment (COLA)
- The Department of Finance (DOF) projections assume:
 - Proposition 30 is allowed to expire
 - Very low COLAs for the next few years
 - Much lower growth in Proposition 98
- Now is the time to start preparing for slower growth





3 Proposition 98 Funding Will Slow

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- Compared to the 2011-12 Proposition 98 guarantee, funding in 2016-17 will have increased \$24.6 billion to \$71.9 billion under the May Revision
- These gains are largely attributed to the repayment of the Proposition 98 Maintenance Factor, an amount equivalent to the loss of funds imposed on K-14 education during the recession
- A restoration, not a repayment
- According to the May Revision, \$908 million in Maintenance Factor payments will remain at the end of 2016-17
 - \$155 million outstanding with another \$746 million newly created
- Conclusion: Proposition 98 funding will slow considerably once the Maintenance Factor has been fully paid
 - Growth will likely be in the range of 2% to 4% annually



4 Implications for Education Funding

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- The Administration is signaling that economic slowdown is just around the corner
 - The May Revision warns that the current economic expansion has already exceeded the average postwar expansion by over a year
- Slow to no growth in the income tax and the sales tax, which together account for 90% of General Fund revenues, will slow LCFF funding significantly as Proposition 30 revenues fade
 - The May Revision is built on the assumption that no new revenues are on the horizon and the extension of Proposition 30 would simply allow the state to eliminate deficit spending, but will not provide new monies for new programs
- If a recession occurs and Proposition 30 is not extended, state revenues could drop below prior-year levels, and cuts to education could be on the table again



5

January Budget vs. May Revision

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Item	January Budget	May Revision
LCFF Gap Funding	49.08% or \$2.8 billion	54.84% or \$2.9 billion
Proposition 98 Minimum Funding Guarantee		
2014-15	\$66.7 billion	\$67.2 billion
2015-16	\$69.2 billion	\$69.1 billion
2016-17	\$71.6 billion	\$71.9 billion
2016-17 COLA	0.47%	0.00%
One-Time Discretionary Funds for 2016-17	\$1.2 billion \$214 per average daily attendance (ADA)	\$1.4 billion \$237 per ADA



Statutory COLA Goes to Zero

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- **The Governor's January Budget estimated the 2016-17 statutory COLA for K-12 education programs at 0.47%**
- **Based on actual Implicit Price Deflator factors available for the May Revision, the inflation adjustment rounds to zero**
- **What's the impact?**
 - **COLA isn't applied to the LCFF, but that doesn't directly affect LCFF growth, which is based on the funds appropriated for the transition to full implementation and the Proposition 98 minimum guarantee**



2016-17 Local Control Funding Formula

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- **May Revision proposes nearly \$2.9 billion for continued implementation of the LCFF, \$154 million above the January level**
- **New funding is estimated to close the gap between 2015-16 funding levels and LCFF full implementation targets by 54.84%**
 - **87% of the gap closed in the first four years**
 - **Reaching to 95.7% of the targeted funding levels in 2016-17**
- **No COLA on the LCFF base grant targets**
- **2016-17 LCFF growth provides an average increase in per-pupil funding of 5.94%, or \$520 per ADA**
 - **Rocklin USD's increase is 5.23% or \$396 per ADA**





8 Discretionary Funds

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- **The discretionary funds proposed in 2016-17 to pay prior-year mandate claims are scored by the state as payments for the oldest mandates**
 - **But use of the funds is completely discretionary**
- **Paying down debt continues to be a priority of Governor Brown and his Administration**
- **The DOF estimates the state would have an outstanding mandate payment backlog of about \$1.6 billion for schools at the end of 2016-17**
 - **The \$1.4 billion one-time appropriation in Governor Brown's May Revision will significantly reduce the state's obligation**
- **The revenue projection should be based on 2015-16 P-2 ADA projections**
 - **\$237 per ADA (estimated)**



9

What Does the LCFF Mean for Rocklin USD?

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LEA Name – 2016-17		
2016-17 LCFF Per ADA Funding	Projected 2016-17 ADA	Projected 2016-17 LCFF Total Revenue
\$7,962.28	11,077	\$88.2 million

Discretionary Funds – ONE TIME	Total
\$237 (one-time) X 2015-16 P2 ADA =	\$2.59 million



CalSTRS Rate Increases

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- Employer rates are increasing to 12.58% in 2016-17, up from 10.73% in 2015-16
 - No specific funds are provided for this cost increase
- Under current law, once the statutory rates are achieved, the California State Teachers' Retirement System (CalSTRS) will have the authority to marginally increase or decrease the employer and state contribution rate

CalSTRS Rates

Year	Employer	Pre-PEPRA* Employees	Post- PEPRA* Employees
2015-16	10.73%	9.20%	8.56%
2016-17	12.58%	10.25%	9.205%
2017-18	14.43%	10.25%	9.205%
2018-19	16.28%	10.25%	9.205%
2019-20	18.13%	10.25%	9.205%
2020-21	19.10%	10.25%	9.205%

*Public Employees' Pension Reform Act (PEPRA)



CalPERS Rate Increases

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- The employer contribution to the California Public Employees' Retirement System (CalPERS) was expected to increase to 13.05% in 2016-17 from 11.847% in 2015-16
 - The actual employer contribution rate for 2016-17 is higher than anticipated, at 13.888%
 - Fortunately, out-year estimated contribution rates have been lowered since they were last released in 2014

CalPERS Rates

Actual		Estimated			
2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
11.847%	13.888%	15.50%	17.10%*	18.60%*	19.80%*

*CalPERS-provided estimates, April 2016

- "Classic" members continue to pay 7.00%
 - New members continue to pay 6.00%, which may fluctuate in the future based on the PEPRA requirement to pay half the normal cost rate



Potential Changes for the 2016-17 Adopted Budget and Multi-Year Projections

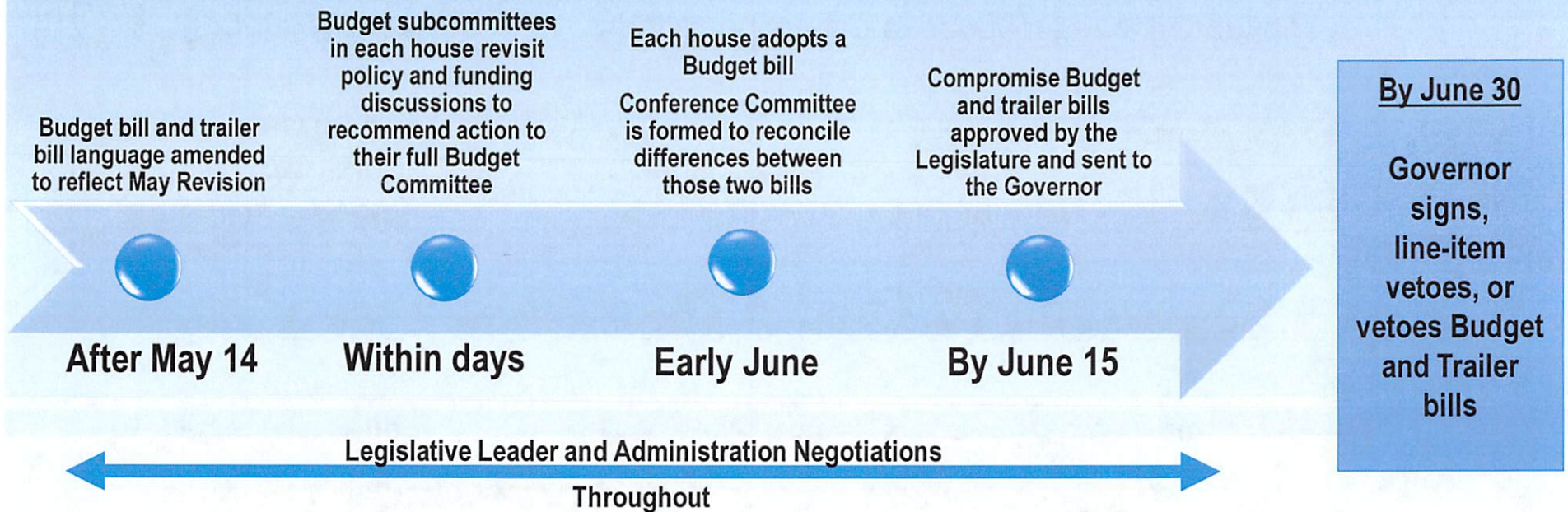
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|---|--|---|
| 1 | ADA Increase / Decrease | ADA at P-2 may be higher or lower than budgeted |
| 2 | Enrollment | Increases or decreases in enrollment by grade span and effect on LCFF funding model |
| 3 | PCOE Special Education Services Bill Back | Final bill may be higher or lower than the PCOE anticipated |
| 4 | Special Education Expenditures | Special education expenditures could continue to increase |
| 5 | 2015-16 Budget Savings | Department and site expenditures may be lower than budgeted and estimated at Estimated Actuals |
| 6 | LCFF final gap funding % from State | The gap funding % can be changed in the State Adopted Budget, and at anytime throughout the entire fiscal year by the Department of Finance |



Enacting the State Budget – CliffsNotes™ Version

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- While the State Budget process is complicated and covers six months, here's the CliffsNotes™ version of the process between the May Revision and the new fiscal year



Questions?



NEW ELEMENTARY SCHOOL AND MODERNIZATION UPDATE

**Rocklin Unified School District
Board of Trustees Meeting
May 18, 2016**

Presented by
Craig Rouse, Senior Director
Facilities, Maintenance & Operations



Overview

- Facility Needs
 - New elementary school #12
 - Modernization of schools
- Financing strategy
- Planning sequence
- Next steps

New Elementary School #12



- Whitney Ranch Phase II Development
 - Construction of new homes is ramping up
 - New students within boundary #12 will attend Valley View Elementary School
- New Elementary School #12
 - Due to the number of increased permit pulls, staff is re- assessing the timeline to build the new school
 - Contingent on State Facilities School Construction Bond passing in 2016
 - Original timeline based on enrollment projections in the Facilities Master Plan (FMP)
 - Complete site design 2018 – 19
 - Start construction 2019 – 20
 - School opens 2021 – 22

Modernizations of Schools



- School facilities that are 25 years old are eligible for state matching funding (60% state, 40% district)
- Current state funding has been exhausted
- Proposed State Facilities School Construction Bond is \$9 billion with \$7 billion going to K-12 and \$2 billion to community colleges

	Year Eligible for Modernization	Cost Estimate per FMP*
Cobblestone Elementary School	2015-16	\$8,750,000
Antelope Creek Elementary School	2016-17	\$8,750,000
Rocklin High School	2018-19	\$34,900,000
Breen Elementary School	2020-21	\$8,750,000
Twin Oaks Elementary School	2024-25	\$8,750,000

* As we develop Educational Specifications and needs assessment actual cost will vary.

Financing Strategy



New elementary school

- State School Facilities Program
- Community Facilities Districts (CFD)
- Development impact fees
- Developer Fees

Middle Schools

- State School Facilities Program
- Community Facilities Districts (CFD)
- Development impact fees

Modernizations

- State School Facilities Program
- Community Facilities Districts (CFD)
- Potential future general obligation bonds

Planning Sequence



Summer 2016 – Winter/Spring 2017

- Begin design of Educational Specifications
- Perform needs assessment
- Develop needs implementation plan (prioritization)
- Assess funding options
- Update FMP

Next Steps



Educational Specifications

- Contract with architect – request Board approval June 8, 2016
- Defines how District facilities support and enhance current and future educational programs
- Based on District mission, strategic plan and educational goals
- Covers grades pre-K through 12
- Scope of work to be completed in five months
- Take final Educational Specifications to Board for approval Fall 2016

Next Steps, con't.



Needs assessment and FMP Request for Proposal (RFP)

- Ed Specs drive needs assessment

Prepare needs implementation plan

- Prioritizes scope of work based on the needs assessment

Assess funding options

- State bond funds available?
- Other options? General obligation bonds?

Update FMP upon approval of implementation plan

Board approval of updated FMP

PENDING BOARD AGENDA ITEMS

May 2016

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

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

Annual Review of Master Plan/Nexus Study <i>(Bi-annual—even numbered years)</i>	Facilities	April/May
Developer Fee Update <i>(Bi-annual—even numbered years)</i>	Facilities	April/May
Summer School Principals Approval Contingent on State Funding <i>(include on Certificated Personnel Report) (Consent)</i>	Ed Services	April/May
Second Interim Report/Approval <i>(Action)</i>	Business & Operations	May
RUSD Strategic Plan Quarter 3 Update <i>(Information)</i>	Strategic Planning	May
*Facilities-Use Policy/Practice and Schedule of Fees	Facilities	May
Present Tentative Budget and Budget Priorities	Business & Operations	May
Classified Layoff <i>(if necessary)</i>	Human Resources	May
Final Board Action Regarding Administrative Reassignments or First Year Prob/Temp Teachers	Human Resources	May
Approve Resolution for Interfund Transfers of Special or Restricted Fund Monies	Business & Operations	May
AFJROTC Color Guard Special Recognition (Student Representative Unit & Cadet Commander)	Superintendent/Staff	May (2 nd Mtg)
Student Board Member Recognition	Superintendent	May (2 nd Mtg)
BP/AR 5116.1 – Intradistrict Open Enrollment review as required by Ed Code 35160.5 <i>(must be completed by July 1)</i>	Ed Services	May/June
CIF Representatives for Upcoming School Year <i>(Consent)</i>	Ed Services	May/June
LCAP Approval/Hold Public Hearing <i>(Action)</i>	Ed Services	May/June
Board Meeting Dates for Upcoming School Year <i>(Consent)</i>	Superintendent	June (1 st Mtg)
Resolution Authorizing End-of-Year Budget Transfers <i>(Consent)</i>	Business & Operations	June
Resolution Delegating Certain Contracting Powers to the Superintendent or Designee <i>(Consent)</i>	Facilities	June
Consolidated Applications (Part 1/Part 2)	Ed Services	June
Final Budget Approval/Hold Public Hearing <i>(Action)</i>	Business & Operations	June
Authorization to Dispose of Surplus Property	Facilities	June
EPA Spending Plan	Business & Operations	June
Community Advisory Committee (CAC), Appoint Parent Representative for 2 year Term <i>(every other year, due 2015, Consent)</i>	Ed Services	June

Complete Superintendent's Performance Evaluation and Update Contract	Superintendent/Board	June/July
Expulsion Hearing Panel for Upcoming School Year <i>(Consent)</i>	Ed Services	June/July

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