

**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*



**AUGUST 3, 2016**  
**CLOSED SESSION — 4:00 P.M.**  
**REGULAR MEETING AGENDA — 6:30 P.M.**

1.0 **CALL TO ORDER**

2.0 **ROLL CALL**

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

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

4.0 **RECONVENE TO OPEN SESSION**

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

6.0 **PLEDGE OF ALLEGIANCE**

7.0 **AUDIENCE/VISITORS PUBLIC DISCUSSION** – This agenda item is included to give anyone in attendance an opportunity to ask questions or discuss non-agenda items with the Board of Trustees. The Board is not permitted to deliberate or take action on non-agenda items, but may refer the matter to a staff member for 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.

8.0 **COMMENTS FROM BOARD AND SUPERINTENDENT**

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

9.1 **APPROVE BOARD MINUTES** – Request to approve Board minutes.  
9.1.1 July 20, 2016

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

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

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

- 9.5 **AWARD BIDS FOR MAJOR FOOD ITEMS FOR THE NUTRITION SERVICES DEPARTMENT FOR 2016-17** – Request to award bids for major food items to Danielsen Company, Sysco Food Service and Pro Pacific. (Barbara Patterson)
- 9.6 **APPROVE REVISED NETWORK COORDINATOR JOB DESCRIPTION** – Request to approve revised job description and corresponding job title for the position of Network Coordinator to Technology Support Specialist. (Colleen Slattery)
- 9.7 **APPROVE WILL SERVE LETTER FOR WHITNEY RANCH PHASE IIC, UNITS 41ABC** – Request to accept Will Serve letter for lots located at Whitney Ranch Phase IIC, Units 41ABC. (Craig Rouse)
- 9.8 **RATIFY CONTRACT FOR 2016-17 FLOORING REPLACEMENT PROJECTS** – Request to ratify contract with Mohawk Carpet Distribution, Inc. for summer 2016-17 flooring replacement projects at Rocklin Elementary School, Sierra Elementary School, Valley View Elementary School and Spring View Middle School. (Craig Rouse)
- 9.9 **APPROVE CONTRACT FOR SUNSET RANCH ELEMENTARY SCHOOL PORTABLE CLASSROOM BUILDING INSTALLATION PROJECT** – Request to approve contract with Enviroplex for the Sunset Ranch Elementary School portable classroom building installation project. (Craig Rouse)
- 9.10 **APPROVE APPOINTMENT OF 2016-17 EXPULSION HEARING PANEL** – Request to approve Beth Davidson, Justin Cuts, Kathy Goddard and Davis Stewart (alternate) as appointed Expulsion Hearing Panel for the 2016-17 school year. (Kathy Pon)
- 10.0 **ACTION ITEMS – REGULAR AGENDA** – Protocol for action items include a staff presentation, questions from the Board, public input, closing of public input, deliberation by the Board, and voting by the Board. During public input there will be a three-minute time limit per person.
- 10.1 **APPROVE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN ROCKLIN UNIFIED SCHOOL DISTRICT (RUSD) AND ROCKLIN ACADEMY (RA), ROCKLIN ACADEMY 2 (RA 2) AND WESTERN SIERRA COLLEGIATE ACADEMY (WSCA); APPROVE ANNUAL FACILITIES USE AND FEE AGREEMENTS AND MOU FOR SPECIAL EDUCATION USE OF FACILITIES BETWEEN THE ROCKLIN UNIFIED SCHOOL DISTRICT AND ROCKLIN ACADEMY AND ROCKLIN ACADEMY 2 FOR 2016-17** – Request to approve MOUs for RA, RA 2 and WSCA; Facilities Use and Fee Agreements; and MOUs for Special Education Use of Facilities with RA and RA1. (Barbara Patterson)
- 10.2 **APPROVE RESOLUTION 16-17-03: ROCKLIN UNIFIED SCHOOL DISTRICT APPROVING COMMUNITY FACILITIES DISTRICT (CFD) NO. 1, COMMUNITY FACILITIES DISTRICT NO. 2, AND COMMUNITY FACILITIES DISTRICT NO. 3 TAX REPORTS FOR FISCAL YEAR 2015-16 AND LEVYING AND APPORTIONING THE SPECIAL TAX FOR FISCAL YEAR 2016-17** – Request to approve the tax report and adoption of Resolution 16-17-03 for levying and apportioning the special tax for fiscal year 2016-17. (Barbara Patterson)
- 10.3 **NOMINATE REPRESENTATIVE TO PLACER COUNTY SCHOOL BOARDS ASSOCIATION** – Request to discuss and take action as appropriate regarding nominations for Placer County School Boards Association, Executive Committee. (Roger Stock)
- 11.0 **PENDING AGENDA** – This is the time to place future items on the Pending Agenda.

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

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

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

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

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

12.4 *Public Employee Performance Evaluation* as authorized by Government Code 54957.  
Position: Superintendent

13.0 **RECONVENE TO OPEN SESSION**

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

15.0 **ADJOURNMENT**

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

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

**NEXT REGULARLY SCHEDULED BOARD MEETING: SEPTEMBER 7, 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:**

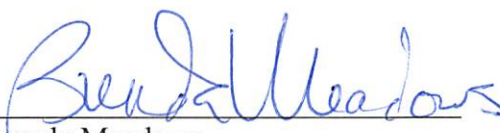
July 29, 2016

**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 29th day of July 2016 in Rocklin, California.

  
Brenda Meadows  
Executive Assistant  
Rocklin Unified School District



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*



**JULY 20, 2016**  
**CLOSED SESSION — 6:15 P.M.**  
**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 6:15 P.M., July 20, 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*  
Susan Halldin, *Clerk*  
Todd Lowell, *Member*

Trustees Absent: Camille Maben, *Vice President*  
Wendy Lang, *Member*

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

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

3.1 *Public Employee Appointment as authorized by Government Code 54957*  
Position: Principal, Ruhkala Elementary

4.0 **RECONVENE TO OPEN SESSION**

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

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

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

Public Comment: No public comment was made.

8.0 **COMMENTS FROM BOARD AND SUPERINTENDENT** – No comments were made.

**9.0 ACTION ITEMS - CONSENT CALENDAR**

- 9.1 **APPROVE BOARD MINUTES** – Request to approve Board minutes.  
9.1.1 June 22, 2016
- 9.2 **APPROVE CERTIFICATED PERSONNEL REPORT** – Request to approve personnel items included on the Certificated Personnel Report. (Colleen Slattery)
- 9.3 **APPROVE CLASSIFIED PERSONNEL REPORT** – Request to approve personnel items included on the Classified Personnel Report. (Colleen Slattery)
- 9.4 **APPROVE BILL WARRANTS** – Request to approve Bill Warrants. (Barbara Patterson)
- 9.5 **APPROVE MONTHLY ACCOUNT SUMMARIES** – Request to approve monthly account summaries. (Barbara Patterson)
- 9.6 **APPROVE REQUESTS FOR AUTHORIZATION FROM SCHOOL CONNECTED ORGANIZATIONS (PARENT TEACHER [PTC]/BOOSTER CLUBS)** – Request to approve list of school connected organizations for 2016-17 Parent Teacher (PTC)/Booster Clubs. (Barbara Patterson)
- 9.7 **APPROVE SERVICE AGREEMENT WITH LOZANO SMITH FOR LEGAL SERVICES** – Request to approve agreement with Lozano Smith for legal services. (Barbara Patterson)
- 9.8 **APPROVE CONTRACT WITH LOY MATTISON ENTERPRISES FOR SERVICES RELATED TO THE E-RATE PROGRAM FOR 2016 - 17** – Request to approve contract with Loy Mattison Enterprises related to the E-RATE program for the 2016-17 school year. (Barbara Patterson)
- 9.9 **REJECT CLAIM NO. R16-02** – Request to reject claim R16-02. (Barbara Patterson)
- 9.10 **RATIFY CONTRACT FOR VALLEY VIEW ELEMENTARY SCHOOL AMPHITHEATER CONCRETE PROJECT**– Request to ratify contract with Johnson & Sampson Construction, Inc. for amphitheater concrete project at Valley View Elementary School. (Craig Rouse)
- 9.11 **RATIFY CONTRACT FOR SUNSET RANCH ELEMENTARY SCHOOL AMPHITHEATER CONCRETE PROJECT** – Request to ratify contract with Johnson & Sampson Construction, Inc. for amphitheater concrete project at Sunset Ranch Elementary School. (Craig Rouse)
- 9.12 **RATIFY CONTRACT FOR COBBLESTONE ELEMENTARY SCHOOL CHAIN LINK FENCE INSTALLATION PROJECT**– Request to ratify contract with Crusader Fence Co., Inc. for the chain link fence installation project at Cobblestone Elementary School. (Craig Rouse)
- 9.13 **RATIFY CONTRACT FOR ROCKLIN ELEMENTARY SCHOOL WALLPAPER INSTALLATION PROJECT**– Request to ratify contract with Commercial Wallcovering Services, Inc. for the wallpaper installation project at Rocklin Elementary School. (Craig Rouse)

- 9.14 **AWARD BID FOR CUSTODIAL SUPPLIES FOR 2016-17 SCHOOL YEAR**– Request to award bid/contract for custodial supplies for the 2016-17 school year to Sac Val Janitorial Services. (Craig Rouse)
- 9.15 **APPROVE CONTRACT FOR INTEGRAL GROUP TO PROVIDE PROP 39 ENERGY CONSULTING SERVICES** – Request to approve contract with Integral Group for the Prop 39 expenditure plan submission of documents to the California Energy Commission. (Craig Rouse)
- 9.16 **RATIFY CONTRACT FOR ELECTRICAL ENGINEERING DESIGN SERVICES FOR PROP 39 PROJECTS** – Request to ratify contract with JMPE Electrical Engineering for the electrical design services for Prop 39 projects at Rocklin Elementary School, Clarke Dominguez Gym, Ruhkala Elementary School, Cobblestone Elementary School and Victory High School. (Craig Rouse)
- 9.17 **RATIFY CONTRACT FOR PLAYGROUND STRUCTURE PROJECT AT ANTELOPE CREEK ELEMENTARY SCHOOL** – Request to ratify contract with Miracle Playsystems, Inc. for playground structure project at Antelope Creek Elementary School. (Craig Rouse)
- 9.18 **APPROVE RESOLUTION 16-17-01 ADOPTING A DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS FOR THE 2016-17 SCHOOL YEAR** – Request to approve Resolution 16-17-01, authorizing submission of a Declaration of Need for Fully Qualified Educators for the 2016-17 school year. (Colleen Slattery)
- 9.19 **APPROVE QUARTERLY REPORT ON WILLIAMS UNIFORM COMPLAINTS** – Request to approve Quarterly Report on Williams Uniform Complaints for the quarter ending June 30, 2016. (Kathy Pon)

**MOTION** was made by Todd Lowell and seconded by Susan Halldin to approve the Consent Calendar. Motion passed by the following roll call vote: Lowell – aye, Halldin – aye, Daley – aye.

#### 10.0 **ACTION ITEMS – REGULAR AGENDA**

- 10.1 **APPOINT PRINCIPAL AT RUHKALA ELEMENTARY SCHOOL** – Colleen Slattery, Assistant Superintendent, Human Resources, requested Board approval and appointment of Lara Kikosicki as new Ruhkala Elementary School Principal, effective August 1, 2016.

A **MOTION** was made by Susan Halldin and seconded by Todd Lowell to approve appointment of Lara Kikosicki as new Ruhkala Elementary School Principal, effective August 1, 2016. Motion passed unanimously.

Comments: Susan Halldin congratulated Kikosicki and shared the Board's commitment to support her as she enters her new role as Ruhkala Elementary Principal. Todd Lowell stated that the District is happy to welcome Kikosicki as Ruhkala's Elementary Principal and is glad that Kikosicki will continue to share her professionalism and talent within the Rocklin Unified School District. Greg Daley stated that he first met Kikosicki at Cobblestone Elementary during her teaching years and looks forward to the great leadership she will bring to Ruhkala. Daley encouraged Kikosicki to reach out to Board for support to ensure success. Superintendent Stock congratulated Kikosicki and stated the District looks forward to her leadership at Ruhkala.

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

- 12.0 **CLOSED SESSION** – President Daley adjourned the meeting at 6:47 P.M. (No Closed Session was held).

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

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

ATTENDANCE SIGN-IN SHEET

Wednesday, July 20, 2016

<b>NAME</b>	<b>AFFILIATION</b> <i>(site name/position, parent, community organization, etc.)</i>	<b>CONTACT INFORMATION</b> <i>(email and/or phone)</i>
Lara Kosideki		
Stan Varf	CSBA	
Kathy Turner		
Jennifer Nicholson	Ruhkala Parent	jennifernichris@gmail.com

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

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**CERTIFICATED/MANAGEMENT PERSONNEL REPORT**

**RESIGNATION/RETIREMENT:**

1. Katelynn Meng, School Psychologist (Resignation)

**CHANGE IN 2016-17 ASSIGNMENT:**

2. Jennifer Boettger, 1.0 FTE Special Education Teacher at Victory High School to Teacher on Special Assignment: Special Education
3. Molly Burr, 0.80 FTE to 1.0 FTE Guidance Counselor, Victory High School/Rocklin Independent Charter Academy
4. Lisa Gack, 0.83 FTE to 1.0 FTE Spanish Teacher, Whitney High School
5. Joe McLean, 1.0 FTE Teacher on Special Assignment to Math Teacher, Spring View Middle School
6. Andrea Springsteen, 0.75 FTE Intervention Teacher, Antelope Creek Elementary

**2016-17 NEW HIRES:**

7. Scott Bergemann, 1.0 FTE Social Science Teacher, Rocklin High School
8. Michael Cahill, 1.0 FTE LA Teacher, Rocklin High School
9. Jennifer Lagomarsino, 0.67 FTE RSP Teacher, Whitney High School
10. Kathy Mangelsdorf, Secondary Math Teacher, Rocklin Independent Charter Academy
11. Megan Sellers, 1.0 FTE SDC Teacher, Valley View Elementary
12. Leslie Wasley, 7<sup>th</sup>-8<sup>th</sup> Grade Teacher, Rocklin Independent Charter Academy

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**CLASSIFIED PERSONNEL REPORT**

**RESIGNATIONS/RETIREMENT:**

1. Andrea Springsteen, Special Ed Instructional Aide, Cobblestone, Resigned, 7/11/16
2. Lin Radmilovic, Instructional Aide, Parker Whitney, Retiring, 7/20/16

**LEAVE OF ABSENCE:**

**NEW HIRES FOR 2016-17:**

3. Michelle Peterson, Special Ed Instructional Aide II, Twin Oaks Elementary, 8/17/16
4. Kristy O'Dell, Instructional Aide, Spring View Middle School, 8/17/16
5. Thomas Kearney Porter, Middle School Lead Custodian, Spring View, 7/20/16
6. Christine Hulse, Occupational Therapist, District-wide, 8/16/16

**RECLASSIFICATIONS/CHANGE IN HOURS:**

ROCKLIN UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BRIEFING

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**SUBJECT:** Accept Donations

**DEPARTMENT:** Office of the Deputy Superintendent, Business & Operations

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**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: \$5,773.62  
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 /August 3, 2016

Date	Donor	Donation	Comment/Purpose	School Site
6/3/2016	Studio Movie Grill	<b>\$2,600.00</b>	Chefs for Children Program	District Office
6/21/2016	Rainforth Grau Architects	<b>\$750.00</b>	Welcome Back BBQ for Staff	District Office
6/29/2016	Economic & Planning Systems (EPS)	<b>\$500.00</b>	Welcome Back BBQ for Staff	District Office
6/10/2016	District Golf Tournament	<b>\$1,458.39</b>	Proceeds from golf tourney for Library	District Office
6/9/2016	Ren Blanding	<b>\$38.00</b>		Whitney HS
6/9/2016	Target Corporation	<b>\$427.23</b>	Take Charge of Education - % of purchases	Whitney HS
	<b>Total</b>	<b>\$5,773.62</b>		

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

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**SUBJECT:** Award Bids for Major Food Items for the Nutrition Services Department for 2016-17  
**DEPARTMENT:** Office of the Deputy Superintendent, Business & Operations

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**Background:**

Nutrition Services staff participated in a collaborative bidding process with the Placer Union High School District, Nevada Joint Union High School District, Western Placer Unified School District and Auburn Union School District to get the most competitive prices on major food items.

**Status:**

The bid amount awarded to each vendor is based on estimated volume and is therefore only an estimate of the final contract amount.

**Presenter:**

Barbara L. Patterson, Deputy Superintendent, Business & Operations

**Financial Impact:**

Current year:	The Danielsen Company	Estimated \$ 58,494
	Sysco	Estimated \$ 61,219
	Pro Pacific	Estimated \$ 124,610
Future years:	N/A	
Funding source:	Cafeteria Fund	

**Materials/Films:**

None

**Other People Who Might Be Present:**

None

**Allotment of Time:**

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

**Packet Information:**

Bid spreadsheets from The Danielsen Company, Sysco and Pro Pacific

**Recommendation:**

Staff recommends awarding bids for major food items to the Danielsen Company, Sysco Food Service and Pro Pacific.



**SYSCO - AWARDED BID '16-'17**

Description	Manufacturer	Code #	Pk Size	Notes	Order	Cost	Amount	
<b>Chemicals</b>								
Keystone Rinse Aid - LowTemp Liquid	Keystone	7681305	1/2.5 gal		10	84.98	\$ 849.80	
Keystone Sanitizer Liquid Machine	Keystone	7640010	1/2.5 gal		14	19.55	\$ 273.70	
Keystone Detergent - Low Temp Liquid	Keystone	7670118	1/2.5 gal		8	50.03	\$ 400.24	
Detergent Mach Solid Power x 6100185-RE XL	Eco Lab	8265585	4/9 lb		8	98.16	\$ 785.28	
Ecolab Solid Rinse Additive for WHS	Keystone	7681305	1/2.5 lb		8	82.80	\$ 662.40	
<b>Dry Storage - Breakfast Items</b>								
Granola Bars - Oats n Honey	Nature Valley	3660370	108/1.5oz	NOB	5	49.67	\$ 248.35	
Pop Tart Fr Cinnamon WG - single pack	Kelloggs	0445088	120/1.76		11	33.04	\$ 363.44	
Pop Tart Fr Strawberry WG - single pack	Kelloggs	0445062	120/1.76		6	33.04	\$ 198.24	
Pop Tarts, Brown Sugar LF Whole Grain	Kelloggs	0445090	72/2 pack		11	30.97	\$ 340.67	
Pop Tarts, Strawberry LF Whole Grain	Kelloggs	0445074	72/2 pack		57	30.90	\$ 1,761.30	
<b>Dry Storage - Condiments</b>								
Cilantro, Dried	D'Allas Spice	6981312	1.5lb tub	NOB	5	19.61	\$ 98.05	
Croutons Seasoned, IW	Sys Cls	7762299	250/.25oz		39	16.15	\$ 629.85	
Dressing, Buttermilk Ranch, Low Fat	Ken's	5625686	4/gallons		72	39.64	\$ 2,854.08	
Ketchup, Fancy Pouch Dispenser	Heinz	7449051	2/1.5 gal		316	17.77	\$ 5,615.32	
Red Hot Sauce	Franks	6307	4/1 gal		5	47.40	\$ 237.00	
Sauce, Enchilada, Green Mild	LasPalmas	4134698	6/#10 cans		3	28.74	\$ 86.22	
Sauce, Enchilada, Red Mild	LasPalmas	4554416	6/#10 cans		24	28.74	\$ 689.76	
Sauce, Pizza	Arezzio	4542668	6/107 bags		36	23.64	\$ 851.04	
Taco Seasoning	Casa Solana	5935879	6/9 oz		4	9.09	\$ 36.36	
<b>Dry Storage - Fruits &amp; Vegetables</b>								
Beans - Pinto	Teasdale	5691	6/#10 cans		12	19.17	\$ 230.04	
Beans, Refried Vegetarian	Rosarita	5900/10621	6/#10 cans		81	28.53	\$ 2,310.93	
<b>Dry Storage - Snacks</b>								
Airline Chip - Fritos/Nacho Doritos - BBQ's	Frito-Lay	6163141	120/.5 oz		289	18.26	\$ 5,277.14	
Chip, Tortilla - Cool Ranch RF- (Snack)	Doritos	5073130	72/1oz	NOB	63	18.89	\$ 1,190.07	
Chip, Tortilla - Nacho RF - (Snack)	Doritos	6626774	72/1 oz		80	18.89	\$ 1,511.20	
Chip, Tortilla - Spicy Sweet Chl RF - (Snack)	Doritos	7700812	72/1 oz	NOB	57	18.89	\$ 1,076.73	
Chip, Tostitos Scoops - Baked ( Elem only)	Tostitos	6510388	72/.85oz		154	18.89	\$ 2,909.06	
Cracker, Graham Aplcin Bear IW - 2	MJM	7389141	300//1oz		46	36.17	\$ 1,663.82	
Crackers, Graham, WG - Sports, ABC, Dots	J & J	Multiple	200/1 oz		23	23.94	\$ 550.62	
Cracker, Saltine	Sunshine-Kblr	4204996	500/2 pk		16	10.73	\$ 171.68	
Fortune Cookie IW	Dragon	8230843	6 lb cs		68	11.17	\$ 759.56	
Fruit by the Foot, Crazy Colors - (Snack)	General Mills	5560271	96/.5oz		158	22.98	\$ 3,630.84	
Popcorn, Smart Pop - White Cheddar	Smart Food	6631	72/.5 oz		22	18.70	\$ 411.40	
Rice Crispy Treats WG - (Snack)	Kelloggs	2880189	80/1.41 oz		166	28.89	\$ 4,795.74	
<b>Frozen - Bakery and Breakfast</b>								
Muffin, Batter Blueberry - (Catering only)	Pillsbury	1357854	6/3#		5	42.45	\$ 212.25	
Muffin, Batter Chocolate - (Catering only)	Pillsbury	1551795	6/3#		5	42.45	\$ 212.25	
<b>Frozen - Entrée Items</b>								
Pizza Dough, WG 12X16 in (Calzones)	Rich's	2222545	22/24oz	S-SO	197	39.76	\$ 7,832.72	
<b>Frozen - Fruit &amp; Vegetables</b>								
Potatoes, Fries 3/8 Str Seasoned	McCain/Redstone	MCX03621	4/6.25#-25#		503	18.87	\$ 9,491.61	
							TOTAL	\$ 61,218.77

ROCKLIN UNIFIED SCHOOL DISTRICT

Item 9.6  
CONSENT  
August 3, 2016

BOARD AGENDA BRIEFING

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SUBJECT: Approve Revised Network Coordinator Job Description

DEPARTMENT: Office of the Assistant Superintendent, Human Resources

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**Background:**

Human Resources and the Technology Services Department have reviewed the Network Coordinator job description and determined the need to update and revise the job description and title to match current staff responsibilities and update the technological terminology. These changes do not change the compensation for this position.

**Status:**

The current job description for Network Coordinator was last updated and approved in 2000 and some of the terminology has changed with technology in the last 16 years. The existing Network Coordinator job description proposal includes a title change to Technology Support Specialist and has been revised to reflect current staff responsibilities and update technological terminology. Staff has reviewed these changes with California School Employees Association (CSEA) leadership.

**Presenter:**

Colleen Slattery, Assistant Superintendent, Human Resources

**Financial Impact:**

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

**Materials/Films:**

None

**Other People Who Might Present:**

None

**Allotment of Time:**

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

**Packet Information:**

A copy of proposed Technology Support Specialist job description and the CSEA salary schedule to include title change.

**Recommendation:**

Staff recommends approval of the proposed Technology Support Specialist job description and corresponding title change, effective August 3, 2016.



# Rocklin Unified School District

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



## Job Description

**POSITION TITLE:** ~~Network Coordinator~~ Technology Support Specialist

**SALARY PLACEMENT:** Classified Salary Schedule  
California School Employees Association

### SUMMARY:

To perform skilled work in the installation, maintenance, and repair of school and district computer equipment, related technologies, and provide services primarily at high school and secondary education facilities and associated networks; to respond to the needs and requests of PC computer technology users providing high levels of customer service; to ensure efficient and smooth computer systems coordination and operation in an effort to help schools and the district achieve goals and objectives, and to do related work as required. To Assist the Systems Engineering team, in the implementation and maintenance of data network infrastructure and data center/systems operations; to perform other duties as needed and to contribute to meeting the goals of the Technology Services Department and its overall success all servers and LAN/WAN connectivity.

Employees in this classification receive general supervision within an established framework of standard policies and procedures. Work assignments for employees in this classification require considerable contact with administrators, students, classified staff, and certificated staff. Performance of these responsibilities requires attention to details, good communication skills, effective task management, organization, and sound judgment. An employee in this classification may be required to work overtime and may be on-call after regular work hours.

### SUPERVISOR:

This position reports directly to the ~~Systems Engineer~~ Chief Technology Officer.

### ESSENTIAL DUTIES AND RESPONSIBILITIES:

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

1. Installs, troubleshoots, repairs, and maintains a variety of complex computer, ~~and~~ connectivity equipment, and software including computers, audio visual equipment, servers, networking and wireless connectivity, hubs, and a variety of peripherals, general and specialized software used in educational technology applications.
2. Uses diagnostic software and hardware as necessary.
- ~~2.3.~~ Assists in the development and maintains a preventative maintenance program for all related equipment.
- ~~3.4.~~ Services, adjusts, cleans, and lubricates re-configures and re-purposes equipment as needed.
5. Inventories equipment and maintains accurate and appropriate records regarding location of equipment.
- 4.
6. Inspects, and tests, and systematically troubleshoots equipment and systems to determine problems, defects, and malfunctioning malfunctions. Escalates problems to the Systems Engineering team, administration, vendors, or appropriate staff as necessary.
7. Provide excellent customer service to all users and follow through on outstanding and priority issues.
- 5.
8. Assists all staff in the effective use and integration of computer hardware and software.
- 6.
- ~~7.9.~~ Works with District employees and outside vendors to review site configurations, coordinating orders for computer equipment, supplies, and services.



10. Develops instructional and procedural documentation and various media for use by the department.~~to be published~~ Publish on a helpto web site and/or ~~distributes~~ distributing to staff as needed.
11. Repairs or replaces parts and components as necessary.
12. Assists in the maintenance of an inventory of parts and supplies.
13. Prepares and maintains records and reports related maintenance and repair activities.
14. Troubleshoots and analyzes computer hardware and software problems and repairs computer equipment as needed.
15. Schedules and prioritizes work orders.
16. Evaluates performance of equipment and recommends the alternate use or purchase of new equipment and systems.
17. Maintains and updates repair, parts, technical, and service manuals.
18. Provides training or assists in technology related training for staff.
19. May assist other district staff with general set-up of technology equipment.
- 8-20. Other duties as assigned.

### **Knowledge of:**

- Methods, equipment, and materials used in the installation, maintenance, and repair of computer equipment and systems.
- Basic electronics and data networking theory as used in the operation of various computer systems.
- Principles and techniques applied to the operation of a variety of PC computer systems and related peripheral equipment.
- Routine maintenance procedures and repair methods used in the upkeep of various PC computer systems and related peripheral equipment.
- ~~Good working knowledge of Novell Netware, and various versions of the Microsoft Operating Systems to include Windows 95/98n and Windows NT~~ Various computer devices and operating systems used in enterprise networked environments such as: Microsoft, Apple Macintosh and IOS, Google Chrome, Linux, and other related technologies.
- Web site design and upkeep.

### **Ability to:**

- Install and repair a variety of computers and peripheral equipment.
- Inspect and test equipment, determining repair needs.
- Safely and skillfully operate a variety of equipment, including electronic test equipment and hand tools.
- Evaluate equipment performance and provide recommendations for purchase.
- Analyze situations accurately and adopt an effective course of action.
- Maintain security and confidentiality of specified records and information.
- Understand and follow both oral and written directions.
- Prepare and maintain a variety of records and reports
- Take initiative to identify related proactive work that supports school and district operations, missions, and goals.
- Effectively communicate orally and in writing, using both technical and non-technical terms.
- Establish and maintain cooperative working relationships.

### **EDUCATION:**

/Associates or Bachelor's Degree in a Computer Science related field or area of study is preferred.

### **EXPERIENCE/TRAINING:**

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:

- Three to five years experience in the maintenance and repair or operational user support of computer equipment.
- Various industry recognized professional certifications from Microsoft, Apple, Comp TIA, Google, etc. preferred.

- Experience in K-12 or other educational environments 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.

Sits for extended periods; frequently stands and walks; stoops and crouches to pick up and move objects; ability to lift 50 pounds or carry objects weighing over 25 pounds; normal manual dexterity and hand-eye coordination; corrected hearing and vision to normal range; verbal communications; use a variety of tools and equipment including electronic test equipment, soldering iron, and various hand tools. 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 50 pounds maximum or carrying any object weighing over 25 pounds.

## **WORK ENVIRONMENT:**

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

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

Adopted: June 7, 2000  
Revised: August 3, 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  
CSEA CLASSIFIED SALARY SCHEDULE**

**DRAFT**

**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~~  
**Technology Support Specialist**
- 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**

<b>LONGEVITY (Effective the month following the employees anniversary date - to be paid on a monthly basis.)</b>
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

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.  
 Revised: Network Coordinator title change to Technology Support Specialist effective August 3, 2016.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

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**SUBJECT:** Approve Will Serve Letter – Whitney Ranch Phase IIC, Units 41ABC

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

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**Background:**

Old Republic Title Company is requesting a "Will Serve" letter for Whitney Ranch Phase IIC, Units 41 ABC. The projected dates of this project are from July 2016 to July 2017, which means these students would begin arriving in October of 2016.

**Status:**

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

**Presenter:**

Craig Rouse, Senior Director, Facilities, Maintenance & Operations

**Financial Impact:**

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

**Materials/Films:**

None

**Other People Who Might Be Present:**

None

**Allotment of Time:**

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

**Packet Information:**

A copy of the Old Republic Title Company request, the will serve letter, and listing of schools is included.

**Recommendation:**

Staff recommends Board approval of the attached "Will Serve" letter for lots located at Whitney Ranch Phase IIC, Units 41ABC.

# Rocklin Unified School District

2615 Sierra Meadows Drive • Rocklin, CA 95677

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



Roger Stock, Superintendent  
Kathleen Pon, Deputy Superintendent

Barbara Patterson, Deputy Superintendent  
Colleen Slattery, Assistant Superintendent

August 3, 2016

April Ballard  
Vice President  
Old Republic Title Company  
1000 Burnett Ave., Suite 400  
Concord, CA 94520

**Subject: RUSD School Listing**

Antelope Creek, K-6  
6185 Springview Drive  
632 1095

Breen Elementary, K-6  
2751 Breen Drive  
632 1155

Cobblestone Elementary, K-6  
5740 Cobblestone Drive  
632 0140

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

Rocklin Elementary, K-6  
5025 Meyers Street  
624 3311

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

Ruhkala Elementary, K-6  
6530 Turnstone Way  
632 6560

Sierra Elementary, K-6  
6811 Camborne Way  
788 7141

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

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

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

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

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

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

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

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

BY: \_\_\_\_\_  
Craig Rouse, Senior Director  
Facilities, Maintenance & Operations

# Rocklin Unified School District

2615 Sierra Meadows Drive • Rocklin, CA 95677

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



Roger Stock, Superintendent  
Kathleen Pon, Deputy Superintendent

Barbara Patterson, Deputy Superintendent  
Colleen Slattery, Assistant Superintendent

April Ballard  
Old Republic Title Company  
1000 Burnett Ave., Suite 400  
Concord, CA 94520

Subject: Whitney Ranch Phase IIC, Units 41ABC  
Will Serve Letter

Dear Ms. Ballard:

This letter confirms that the Rocklin Unified School District will provide educational services to all eligible K-12 pupils who may now or in the future reside in the Whitney Ranch Phase IIC, Units 41 ABC. In order to qualify for funding from the State Program and to follow District practice of balancing class sizes, the students from the new development may be required to attend a school other than the one in their area. The attached information sheet lists all schools serving this area.

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

Transportation is provided for those students living outside of the walking distance to their attendance schools. Fees for transportation for the 2016/17 school year are \$265 per semester.

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

Sincerely,

Craig Rouse  
Senior Director  
Facilities, Maintenance & Operations

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

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**SUBJECT:** Ratify Contract for 2016-17 Flooring Replacement Projects

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

---

**Background:**

The District's Deferred Maintenance Program for the summer of 2016 includes carpet and vinyl flooring replacement at Rocklin Elementary School, Sierra Elementary School, Valley View Elementary School and Spring View Middle School.

Due to time sensitive nature of summer facilities projects to be completed prior to the opening of the school year, the Board of Trustees approved Board Resolution No. 15-16-20, at the June 8, 2016 Board meeting, allowing the Superintendent, or his designee, to execute contracts and change orders, subject to ratification of the next Board of Trustees at the next scheduled meeting.

**Status:**

The District solicited services provided through the California Department of General Services ("DGS") for obtaining equipment and supplies selected through a State bid program commonly referred to as California Multiple Award Schedules ("CMAS").

CMAS is a process followed by DGS that evaluates suppliers on a competitive bid basis and then makes the bidding lists that come from that process available to State agencies as well as local agencies, including the District. Local agencies need not undertake their own, separate competitive bidding process as long as they adhere to the acquisition process and bid specifications set forth in CMAS bid procedures for a particular goods or services.

The Mohawk Carpet Distribution, Inc. bid is offered through the CMAS process. District staff has evaluated and compared the Mohawk Carpet Distribution, Inc. specifications with the other suppliers under the CMAS program and has determined that Mohawk Carpet Distribution, Inc. best meets the District's needs as stated above.

Under CMAS procedures, the District may award the contract to Mohawk Carpet Distribution, Inc. under the CMAS procurement bid upon a finding that the purchase is in the best interest of the District (e.g. timelines, quality of the product or work, price, technical expertise, cost of developing specifications and coordination with existing infrastructure may be considered).

Mohawk Carpet Distribution, Inc.: \$59,967.29

Proposal was reviewed by the Senior Director, Facilities, Maintenance & Operations and Assistant Director of Facilities & Maintenance.

**Presenter:**

Craig Rouse, Senior Director Facilities, Maintenance & Operations

**Financial Impact:**

Current year: \$59,967.29  
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

**Recommendation:**

Staff recommends ratification of the contract for the summer 2016-17 flooring replacement projects at Rocklin Elementary School, Sierra Elementary School, Valley View Elementary School and Spring View Middle School in the amount of \$59,967.29 with Mohawk Carpet Distribution, Inc.

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

**THIS AGREEMENT is between Rocklin Unified School District ("District") and Mohawk Carpet Distribution, 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 2016-17 Flooring Replacement Projects ("Project") as fully 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 65 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 \$59,967.29.

4. **Payments.**

A. **Duration of Contract: 65 calendar days.**

- (1) **Less than 60 or greater 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) **N/A: 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 \$0 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 two 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 two-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 **160 S. Industrial Blvd, Calhoun, GA 30701.** 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. Neither District nor any director, officer, agent, employee or affiliate of District has violated or is in violation of any anti-corruption law, rule or regulation applicable to District, including the U.S. Foreign Corrupt Practices Act. Without limiting the foregoing, in connection with the performance of this Agreement, neither District nor any person acting on its behalf shall: (i) take any action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any government official for the purpose of obtaining or retaining business for or with, or directing business to, Contractor or District; (ii) make any bribe, rebate, payoff, influence payment, kickback or other unlawful payment; or (iii) use any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity.

34. 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.

35. 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 2615 Sierra Meadows Drive, Rocklin, CA 95677, Placer County, California.

DATED: 7-14-16

Rocklin Unified School District  
District

\*By: 

Title: SUPERINTENDENT

Address: 2615 Sierra Meadows Drive  
Rocklin, CA 95677

DATED: 7-15-2016

Mohawk Carpet Distribution, Inc.  
Contractor

By: Libby Bueoon  
Title: Manager  
Address: 1160 S. Industrial Blvd.  
Calhoun, GA 30701

988270 Exp. 11-30-2017  
Contractor's License No.

100025095 Exp. 6-30-2017  
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.

Subcontractor: Premier Floors  
License #700856  
DIR #1000010801

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

To the Governing Board of Rocklin Unified School District:

I, Mohawk Carpet Dist., Inc. (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 Calhoun, ~~California~~ <sup>Georgia</sup> on 7-15-2016.  
Date

Libby Greeson  
(Signature)

Libby Greeson  
(Typed or printed name)

Manager  
(Title)  
100 S. Industrial Blvd.  
Calhoun, GA 30701  
(Address)

706-624-2567  
(Telephone)

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

1. Daniel Grattan
2. Daniel Nelson
3. \_\_\_\_\_
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: Mohawk Carpet Dist., Inc.

By: Libby Bueson

Title: Manager

**VERIFICATION OF Contractor  
AND SUBContractors' DIR REGISTRATION Inc.**

I am the Manager of Mohawk Carpet 4<sup>th</sup> Bidder submitting the  
(Title/Position) (Bidder Name)

accompanying Bid Proposal for the Work described as 2016-17 Flooring Replacement Projects.

1. The Bidder is currently registered as a contractor with the Department of Industrial Relations ("DIR").
2. The Bidder's DIR Registration Number is: 1000025095. The expiration date of the Bidder's DIR Registration is June 30, 2017.
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 15<sup>th</sup> day of July, 2016 at Calhoun, GA.  
(City and State)

Libby Greason  
(Signature)

Libby Greason  
(Name, typed or printed)





Procurement Division  
707 Third Street, 2nd Floor, MS #2-202  
West Sacramento, CA 95605-2811

State of California

# MULTIPLE AWARD SCHEDULE Mohawk Commercial, Inc.

CONTRACT NUMBER:	4-13-72-0039C
SUPPLEMENT NO:	0048
CMAS CONTRACT TERM:	12/4/2013 through 8/31/2018
CONTRACT CATEGORY:	Non Informational Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	August 2010
MAXIMUM ORDER LIMIT:	\$100,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-03F-077AA
BASE SCHEDULE HOLDER:	Mohawk Carpet Distribution, Inc.

This contract provides for the purchase, warranty, and installations of floor covering and related products.  
(See terms and conditions for the specific brands and restrictions applicable of this contract.)

### CONTRACT RESTRICTION FOR CARPET PURCHASES

State agencies using this contract are bound by the requirements of Management Memo 10-01, which required carpet purchased by State agencies shall be certified to meet the NSF ANSI 110 2007 Standard at its Platinum level. A comprehensive searchable database of all carpet products certified to meet this Standard can be found at [www.carpetmag.com](http://www.carpetmag.com). Then select the link to the NSF ANSI carpet platform.

### IMPORTANT NOTE TO ALL USERS OF THIS MULTIPLE AWARD SCHEDULE

This contract provides a base and installation of carpeting purchased with a state agency as defined in Section 11021 of the Public Contract Code and, as such, requires that the user comply with the following: placing an order against this multiple award schedule, read Attachment C entitled "INFORMATION REGARDING THE PURCHASE AND INSTALLATION OF CARPET AND OTHER FLOOR COVERINGS" to ensure your agency is compliant with the applicable state agency procurement rules, your agency must be a state agency, based on the state agency's expertise, including public works contracts, if the contract is for a state agency, the agency is certified to award and use this multiple award schedule. Contact your agency's procurement department for more information regarding the contract and award process.

This contract provides a base and installation of carpeting purchased with a state agency as defined in Section 11021 of the Public Contract Code and, as such, requires that the user comply with the following: placing an order against this multiple award schedule, read Attachment C entitled "INFORMATION REGARDING THE PURCHASE AND INSTALLATION OF CARPET AND OTHER FLOOR COVERINGS" to ensure your agency is compliant with the applicable state agency procurement rules, your agency must be a state agency, based on the state agency's expertise, including public works contracts, if the contract is for a state agency, the agency is certified to award and use this multiple award schedule. Contact your agency's procurement department for more information regarding the contract and award process.

Agency has compliance with the requirements of the contract and award process. Contact your agency's procurement department for more information regarding the contract and award process.

- FAUST NO MARQUEZ, Program Analyst, California Multiple Award Schedules Unit - Effective Date 12/4/2013



Exhibit A

GLOBAL SOLUTIONS FROM MOHAWK GROUP

CUNS # 13 394 75 f2 | TD # 53 217 3403 | CAGE CODE # 6SMH5

July 7, 2018

Turnkey Control #: TLC01294

Proposal to:

To:

Project Information:

Client:

Don Griffin  
Premier  
Floorcoverings  
St.  
93945  
630-273-3711

TLC01294 Rocklin USD Sierra Elan FJ Rocklin CA  
2833 Club Drive  
Rocklin, CA

RE: FLOORING PROPOSAL FOR: [Redacted] Installer Contractor Number: [Redacted]  
TLC01294 Rocklin USD Sierra Elan FJ Rocklin CA

SE \$2,259.39  
120

**Mohawk Carpet Distribution, Inc. - CMAS Contract 4-13-72-0039C (12/4/13 - 8/31/18)**

We are pleased to provide the following proposal for your consideration. Prices given are valid for sixty (60) days from proposal date.

MAIN BID Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM	Unit Price	Line Total
<b>SCHEDULED MATERIAL</b>						
5T200 First One Up 24x24 Carpet Tile NKT Backing	Etanly	7787	63.00	SY	@ \$ 16.40	\$ 821.78
<b>SIN 31-804 Ancillary Supplies and Services</b>						
ND018 EnPross NKT Adhesive (NKT Tile backing - 4 gal)			1.00	EA	@ \$ 92.79	\$ 92.79
<b>SCHEDULED LABOR SERVICES - HIGH COST AREA</b>						
SIN 31-804 Ancillary Supplies and Services Optional Installation (Carpet & Hard Sur)			62.00	SY	@ \$ 6.73	\$ 416.96
Carpet Tile Full Spread			120.00	LF	@ \$ 2.99	\$ 358.80
Install Cove Base (includes carpet type)						
<b>OPEN MARKET LABOR SERVICES</b>						
Carpet Removal			52.00	SY	@ \$ 2.45	\$ 127.40
Finish Base Material			120.00	LF	@ \$ 1.03	\$ 123.60
			63.00	SY	@ \$ 0.20	\$ 12.60
					Subtotal	\$ 2,089.51
					Estimated Sales Tax	\$ 169.89
					<b>TOTAL</b>	<b>\$ 2,259.39</b>

**NOTES:**

- Based on field measure by: Premier Floorcoverings
- Standard Floor Prep includes: light sweeping & hairline crack filling. Any extra unforeseen floor prep: heavy scraping, trench filling, grinding, filling large depressions, leveling, or floating must be approved through a change order.
- Mohawk's California Contractor's License number is 908270, Class C-15, and is valid through 11/30/2017

**EXCLUSIONS (unless specifically included in the above scope of work):**

Special Delivery and/or Delivery Equipment	Protection of Existing Floors	Asbestos Abatement	Night and/or Weekend Labor
Moisture Testing and Abatement	Dumpster Cost	Allie Stock	Resilient Flooring
Thresholds and/or Door Trimming	Extensive Floor Prep	Bonding Cost	Remove Carpet
Cleaning and/or Winding of Resilient	Union Labor	Carpet Cleaning	Removal and/or Disposal
Storage Costs and/or Containers	Perfumed Corners	Handling Fees	Stair Materials
Furniture Moving and/or Replacing	Mats	Trip Charges	Sales Tax and/or Freight

**NOTE:** Price includes all work specifically stated above. Any unforeseen circumstances may require additional costs & can be handled through the change order process.

**TERMS OF PAYMENT: (ETA's are also Subject to Credit Approval)**

\*\* Material and Labor are Net 45 Days terms. Credit Card orders are Net 30 Days.

**Lead Times:** Please note that we are a made to order mill & we cannot commence production of any order until a signed purchase order or a fully executed has been received. Lead times are determined by product ordered & do not start until after the purchase order has been received and approved in principle.

By placing an order on this proposal, you are accepting the terms and conditions of the proposal. This proposal is valid for 60 days from the date of issuance. If you do not have any questions, I can be reached by phone or email. Thank you.

Sincerely,  
*Tony Lead*

Project Manager  
Phone:  
E-mail:  
CC:

900.622.6228 Ext. 21924

[Email Address]

Celine Serran

The undersigned parties agree to the Terms & Conditions stated above:

Authorized Signature \_\_\_\_\_

Mohawk Group  
160 S. Industrial Blvd | Calhoun, GA 30701  
800-654-6637 | www.mohawkgroup.com

*elg*

# MohawkONE

GLOBAL SOLUTIONS FROM MOHAWK GROUP

PHONE: 813.341.7512 | FAX: 813.341.7512 | WWW.MOHAWKGROUP.COM

July 7, 2010

Project Contract #: TLO01222

To:

Project Information:

Dan Griffin

TLO01222 Rocklin USD State Exam K1 Rocklin CA

Project Manager

650-273-4711

2835 Club Drive  
Rocklin, CA

Project Location

650-273-4711

2835 Club Drive  
Rocklin, CA

Project Description

650-273-4711

2835 Club Drive  
Rocklin, CA

Project Contact

650-273-4711

2835 Club Drive  
Rocklin, CA

Project Contract

650-273-4711

2835 Club Drive  
Rocklin, CA

Project Name

650-273-4711

2835 Club Drive  
Rocklin, CA

Project Address

650-273-4711

2835 Club Drive  
Rocklin, CA

Project Phone

650-273-4711

2835 Club Drive  
Rocklin, CA

Project Fax

650-273-4711

2835 Club Drive  
Rocklin, CA

Project Email

650-273-4711

2835 Club Drive  
Rocklin, CA

Project Website

650-273-4711

2835 Club Drive  
Rocklin, CA

Project Notes

650-273-4711

2835 Club Drive  
Rocklin, CA

Project Status

650-273-4711

2835 Club Drive  
Rocklin, CA

Project Budget

650-273-4711

2835 Club Drive  
Rocklin, CA

Project Scope

650-273-4711

2835 Club Drive  
Rocklin, CA

Project Terms

650-273-4711

2835 Club Drive  
Rocklin, CA

Project Conditions

650-273-4711

2835 Club Drive  
Rocklin, CA

Project Specifications

650-273-4711

2835 Club Drive  
Rocklin, CA

Project Drawings

650-273-4711

2835 Club Drive  
Rocklin, CA

Project Photos

650-273-4711

2835 Club Drive  
Rocklin, CA

Project Documents

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2835 Club Drive  
Rocklin, CA

Project Schedule

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2835 Club Drive  
Rocklin, CA

Project Contacts

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2835 Club Drive  
Rocklin, CA

Project History

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2835 Club Drive  
Rocklin, CA

Project Details

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2835 Club Drive  
Rocklin, CA

Project Summary

650-273-4711

2835 Club Drive  
Rocklin, CA

Project Overview

650-273-4711

2835 Club Drive  
Rocklin, CA

Project Introduction

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2835 Club Drive  
Rocklin, CA

Project Background

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2835 Club Drive  
Rocklin, CA

Project Context

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2835 Club Drive  
Rocklin, CA

Project Objectives

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2835 Club Drive  
Rocklin, CA

Project Goals

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Project Results

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Project Challenges

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2835 Club Drive  
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Project Solutions

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2835 Club Drive  
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Project Lessons

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2835 Club Drive  
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Project Conclusions

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Project Recommendations

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2835 Club Drive  
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Project Next Steps

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2835 Club Drive  
Rocklin, CA

Project Appendix

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2835 Club Drive  
Rocklin, CA

Project Glossary

650-273-4711

2835 Club Drive  
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Project Index

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2835 Club Drive  
Rocklin, CA

Project Bibliography

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2835 Club Drive  
Rocklin, CA

Project References

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2835 Club Drive  
Rocklin, CA

Project Acknowledgments

650-273-4711

2835 Club Drive  
Rocklin, CA

Project Credits

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2835 Club Drive  
Rocklin, CA

Project Disclaimer

650-273-4711

2835 Club Drive  
Rocklin, CA

Project Privacy Policy

650-273-4711

2835 Club Drive  
Rocklin, CA

Project Terms of Service

650-273-4711

2835 Club Drive  
Rocklin, CA

Project Contact Us

650-273-4711

2835 Club Drive  
Rocklin, CA

Project About Us

650-273-4711

2835 Club Drive  
Rocklin, CA

Project Home

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2835 Club Drive  
Rocklin, CA

Project Search

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2835 Club Drive  
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Project Help

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Project Feedback

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Rocklin, CA

Project Help

650-273-4711

2835 Club Drive  
Rocklin, CA

Project Feedback

650-273-4711

# MohawkONE

GLOBAL SOLUTIONS FROM MOHAWK GROUP

DUNS # 1334 75 12 | TUD # 59 217 9403 | CAGE CODE # 65M43

July 7, 2018

Turnkey Control #: TLC01293

Proposed to:

To:

Project Information:

Est. Description:

Den Griffin  
Premier  
Floorcoverings  
SL  
65945  
630-873-9711

TLC01293 Rocklin USD Sierra Edison K2 Rocklin CA  
2835 Club Drive  
Rocklin, CA

SE \$2,259.39  
120

Installer Contractor Number: [Redacted]  
R# FLOORING PROPOSAL FOR: TLC01293 Rocklin USD Sierra Edison K2 Rocklin CA

**Mohawk Carpet Distribution, Inc. - CMAS Contract 4-13-72-0039C (12/4/13 - 8/31/18)**

We are pleased to provide the following proposal for your consideration. Prices given are valid for sixty (60) days from proposal date.

MAIN BID Style, Size, Backing, Description	Color Name	Color#	Quantity	UoM	Unit Price	Line Total
<b>SCHEDULED MATERIAL</b>						
SN 31-303 Carpet Tile						
SN 31-304 Carpet Tile						
BT299 First One Up 24x24 Carpet Tile NXT Backing	Emerald	7767	60.00	SY	@ \$ 19.69	\$ 921.79
SN 31-604 Auxiliary Supplies and Services						
M0013 EmPress NXT Adhesive (NXT Tile backing - 4 gal)			1.00	EA	@ \$ 92.79	\$ 92.79
<b>SCHEDULED LABOR SERVICES - HIGH COST AREA</b>						
SN 31-494 Auxiliary Supplies and Services Optional Installation (Carpet & Hard Su						
Carpet Tile Full Spread			82.00	SY	@ \$ 3.73	\$ 305.86
Install Core Base (includes carpet type)			120.00	LF	@ \$ 2.95	\$ 354.00
<b>OPEN MARKET LABOR SERVICES</b>						
Carpet Removal			62.00	SY	@ \$ 2.45	\$ 151.90
Furnish Base Material			120.00	LF	@ \$ 1.00	\$ 120.00
Core Change (California Only = \$0.20/SY Carpet Shipped)			60.00	SY	@ \$ 0.20	\$ 12.00
					Subtotal	\$ 2,458.51
					Estimated Sales Tax	\$ 189.88
					<b>TOTAL</b>	<b>\$ 2,648.39</b>

**NOTES:**

- Based on field measure by: Premier Floorcoverings
- Standard Floor Prep includes: light sweeping & machine crack filling. Any extra unforeseen floor prep heavy scraping, trench filling, grinding, filling large depressions, leveling, or leveling must be approved through a change order.
- Mohawk's California Contractor's License number is 638270, Class C-15, and is valid through 11/06/2017

**EXCLUSIONS (prices specifically included in the above scope of work):**

Special Delivery and/or Delivery Equipment	Protection of Existing Floors	Asbestos Abatement	Night and/or Weekend Labor
Moisture Testing and Abatement	Dumpster Cost	Auto Stack	Resilient Flooring
Thresholds and/or Door Trimming	Extensive Floor Prep	Banding Cost	Border Carpet
Cleaning and/or Waxing of Resilient	Unfan Labor	Carpet Cleaning	Removal and/or Disposal
Storage Costs and/or Containers	Preformed Corners	Handing Fees	Stair Materials
Furniture Moving and/or Replacing	Mats	Tip Charges	Sales Tax and/or Freight

NOTE: Price includes all work specifically stated above. Any unforeseen circumstances may require additional costs & can be handled through the change order process.

**TERMS OF PAYMENT: (ETA's are also Subject to Credit Approval)**

\*\* Material and Labor are Net 45 Days terms. Credit Card orders are Net 30 Days.

Lead Times: Please note that we are a made to order mill & we cannot commence production of any order until a signed purchase order or a fully executed has been received. Lead times are determined by product ordered & do not start until after the purchase order has been received and approved in financial.

Please indicate your acceptance of this proposal by signing below & returning your purchase order to my attention via email or fax at 709.422.6084. Payments made via Govt Purchase Card will require this quote to be signed and returned in lieu of a formal purchase order for financial & auditing purposes. Should you have any questions, I can be reached by phone or email listed below. Thanks.

Sincerely,  
Tanya Lard

Project Manager  
Phone:  
E-mail:

600.622.6223 Ext. 21924  
tanya.lard@mohawkintl.com

The undersigned parties agree to the Terms & Conditions stated above:

CC:

Celine Beman

Authorized Signature \_\_\_\_\_

Mohawk Group  
160 S. Industrial Blvd | Calhoun, GA 30701  
800-654-8837 | www.mohawkgroup.com

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# Mohawk ONE

GLOBAL SOLUTIONS FROM MOHAWK GROUP

DUNS # 13 334 75 12 | TID # 63 217 3403 | CAGE CODE # 63428

Turnkey Contract #: TLC01314

July 12, 2016  
 Prepared for:  
 Dan Graham  
 Project Information  
 TLC01314 Rodan SD Antelope Exam Entry Case  
 11,12,13

81  
 85945  
 530-213-3711  
 2635 Club Drive  
 Rodan, CA

Installer Contractor Number: [Redacted]  
 TLC01314 Rodan SD Antelope Exam Entry Case 11,12,13

## Mohawk Carpet Distribution, Inc. - CMAB Contract 4-18-72-0039C (12/4/13 - 8/31/18)

We are pleased to provide the following proposal for your consideration. Prices given are valid for 60 days from proposed date.

### MAIN BID

Item #	Color Name	Description	Unit	Quantity	Color #	Unit Price	Line Total
1.00	EA	122.71	EA	1		122.71	122.71
1007M	SF	648.00	SF	249		161,382	161,382
190.00	LF	2.98	LF	564		1,662.72	1,662.72
649.00	SF	1.20	SF	539		646.80	646.80
160.00	LF	0.60	LF	266		159.60	159.60
648.00	SF	2.38	SF	272		1,522.56	1,522.56
Subtotal						4,893.34	4,893.34
Estimated Sales Tax						313.30	313.30
TOTAL						5,206.64	5,206.64

### NOTES:

- Based on field measure by: Perform floorcoverings
- Standard floor prep includes: light sweeping & hosing, crack filling, or bonding must be approved through a change order.
- Mohawk Custom Carpets License number is 68870, Class C-16, and is valid through 1/30/2017

### EXCLUSIONS (unless specifically included in the above scope of work):

- Special Delivery and/or Delivery Equipment
- Protection of Existing Floors
- Adhesives Abatement
- Auto Block
- Dumpster Cost
- Extensive Floor Prep
- Union Labor
- Permitted Concrete
- Handing Fees
- Carpet Clearing
- Removal and/or Reinstall
- Night and/or Weekend Labor

NOTES: Price includes all work specified listed above. Any unforeseen circumstances may require additional costs & can be handled through the change order process.

### TERMS OF PAYMENT (RTA's are also Subject to Credit Approval)

\*\* Material and Labor are flat 45 Days terms. Credit Card orders are Net 30 Days.

Please note that we are a made to order mill & we cannot commence production of any order until a signed purchase order has been received and approved in full. Lead Times: Please note that we are a made to order mill & we cannot commence production of any order until a signed purchase order has been received and approved in full. Lead Times: Please note that we are a made to order mill & we cannot commence production of any order until a signed purchase order has been received and approved in full. Lead Times: Please note that we are a made to order mill & we cannot commence production of any order until a signed purchase order has been received and approved in full.

Project Manager  
 Nancy Lord

Phone:  
 Email:

Mohawk Group  
 160 S. Industrial Blvd | Cathoun, GA 30701  
 800-654-6837 | www.mohawkgroup.com

Signature

800.652.0228 Ext. 21924  
 The undersigned parties agree to the Terms & Conditions stated above.  
 Colina German  
 Authorized Signature



# MohawkONE

GLOBAL SOLUTIONS FROM MOHAWK GROUP

DUNS # 13 584 75 12 | TID # 60 217 3403 | CAGE CODE # 6S4H5

April 6, 2018

Turnkey Control #: TLC01265

Proposal for:

To:

Project Information:

Gib Bertin

Don Grattan  
Premier Floorcoverings  
SL  
95945  
630-273-3711

TLC01265 Rocklin 80 Rocklin Elem. Room # 27 Rocklin CA  
2635 Chh Drive  
Rocklin, CA

RE \$5,377.26  
130

Installer Contractor Number: [Redacted]  
RE: FLOORING PROPOSAL FOR: TLC01265 Rocklin 80 Rocklin Elem. Room # 27 Rocklin CA

**Mohawk Carpet Distribution, Inc. - CMAS Contract 4-13-72-0039C (12/4/13 - 8/31/18)**

We are pleased to provide the following proposal for your consideration. Prices given are valid for sixty (60) days from proposal date.

MAIN BID Style, Size, Backing, Description	Color Name	Color #	Quantity	Unit	Unit Price	Line Total
<b>SCHEDULED MATERIAL</b>						
BT266 First One Up 24x24 Carpet Tile NXT Backing	Emerity	7707	104.00	SY @	\$ 16.48	\$ 1,711.52
<b>SIN 31-804 Ancillary Supplies and Services</b>						
M001B EnPress NXT Adhesive (NXT Tile backing - 4 gal)			1.00	EA @	\$ 52.70	\$ 52.70
M950 Acrylic Adhesive LVT (4 gal)			1.00	EA @	\$ 122.71	\$ 122.71
<b>OPEN MARKET MATERIAL</b>						
C0007 Select Step Stone	Peed Cloud	T007M	144.00	SF @	\$ 2.49	\$ 358.56
<b>SCHEDULED LABOR SERVICES - HIGH COST AREA</b>						
<b>SIN 31-804 Ancillary Supplies and Services Optional Installation (Carpet &amp; Hard Sur)</b>						
Carpet Tile Full Spread			104.00	SY @	\$ 0.73	\$ 97.72
Install Cove Base (includes carpet type)			116.00	LF @	\$ 2.98	\$ 343.39
<b>OPEN MARKET LABOR SERVICES</b>						
Carpet Removal			104.00	SY @	\$ 1.18	\$ 122.72
Furniture install plywood under LVT			10.00	EA @	\$ 43.22	\$ 432.20
Floor Prep Material & Labor			1.00	EA @	\$ 41.85	\$ 41.85
Furniture Base Material			116.00	LF @	\$ 1.08	\$ 122.98
Furniture Moving Labor			1.00	EA @	\$ 417.69	\$ 417.69
Install LVT			144.00	SF @	\$ 1.79	\$ 257.76
Cove Base (includes Cove & Cove Base, Carpet Support)			104.00	SY @	\$ 0.20	\$ 20.80
					Subtotal	\$ 4,972.96
					Estimated Sales Tax	\$ 404.30
					<b>TOTAL</b>	<b>\$ 5,377.26</b>

**NOTES:**

- Based on field measure by: Premier Floorcoverings
- Standard Floor Prep includes: light sweeping & hatching crack filling. Any extra unperman floor prep: heavy scraping, trench filling, grinding, filling large depressions, leveling, or floating must be approved through a change order.
- Mohawk's California Contractor's License number is 658270, Class C-15, and is valid through 11/30/2017

**EXCLUSIONS (unless specifically included in the above scope of work):**

Special Delivery and/or Delivery Equipment	Protection of Existing Floors	Asbestos Abatement	Night and/or Weekend Labor
Moisture Testing and Abatement	Dumpster Cost	Alto Stack	Reclaim Flooring
Thresholds and/or Door Trimming	Extensive Floor Prep	Bonding Cost	Border Carpet
Cleaning and/or Winding of Resilient	Union Labor	Carpet Cleaning	Removal and/or Disposal
Storage Cists and/or Containers	Preformed Concrete	Handing Fees	Stair Materials
Furniture Moving and/or Replacing	Mats	Trip Charges	Sales Tax and/or Freight

**NOTE:** Price includes all work specifically stated above. Any unforeseen circumstances may require additional costs & can be handled through the change order process.

**TERMS OF PAYMENT: (ETA's are also Subject to Credit Approval)**

\*\* Material and Labor are Not 45 Days terms. Credit Card orders are Not 30 Days.

**Lead Times:** Please note that we are a made to order mill & we cannot commence production of any order until a signed purchase order or a fully executed has been received. Lead times are determined by product ordered & do not start until after the purchase order has been received and approved in final.

Sincerely,  
*Tony Land*

Project Manager  
Phone:  
E-mail:

900.622.6226 Ext. 21924

tony.land@mohawkone.com

The undersigned parties agree to the Terms & Conditions stated above

CC:

Celine Seman

Authorized Signature \_\_\_\_\_

Mohawk Group  
160 S. Industrial Blvd | Calhoun, GA 30701  
800-654-6837 | www.mohawkgroup.com

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# MohawkONE

GLOBAL SOLUTIONS FROM MOHAWK GROUP

DUNS # 13 384 75 12 | TTD # 68 217 3403 | CAGE CODE # 6SMHS

June 26, 2018

Turnkey Control #: TLC01284

Proposal to:

To:

Project Information:

Gib Bendlin

Dan Gratian  
Premier  
Floorcoverings  
St.  
95945  
630-273-3711

TLC01284 Rockin USD Sierra Elem Room # 17 Rockin  
CA  
2835 Club Drive  
Rockin, CA

SE \$ 3,484.00  
120

RE: FLOORING PROPOSAL FOR:  Installer Contractor Number:   
TLC01284 Rockin USD Sierra Elem Room # 17 Rockin CA

**Mohawk Carpet Distribution, Inc. - CMAS Contract 4-13-72-0039C (12/4/13 - 8/31/18)**

We are pleased to provide the following proposal for your consideration. Prices given are valid for sixty (60) days from proposal date.

Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM	Unit Price	Line Total
<b>MAIN BID</b>						
SIN 31-303 Carpet Tile						
<b>SCHEDULED MATERIAL</b>						
BT286 First One Up 24x24 Carpet Tile NXT Backing	Eternity	7767	98.00	SY	@ \$ 16.48	\$ 1,580.16
<b>SIN 31-604 Ancillary Supplies and Services</b>						
M001B EnPress NXT Adhesive (NXT Tile backing - 4 gal)			1.00	EA	@ \$ 92.79	\$ 92.79
<b>SCHEDULED LABOR SERVICES - HIGH COST AREA</b>						
SIN 31-604 Ancillary Supplies and Services Optional Installation (Carpet & Hard Su						
Carpet Tile Full Spread			92.00	SY	@ \$ 8.73	\$ 803.16
Install Cove Base (includes carpet type)			127.00	LF	@ \$ 2.98	\$ 375.92
<b>OPEN MARKET LABOR SERVICES</b>						
Carpet Removal			92.00	SY	@ \$ 2.35	\$ 216.20
Furnish Base Material			127.00	LF	@ \$ 1.06	\$ 134.62
Carpet Change (California Only \$10.20/SY Carpet Shipped)			98.00	SY	@ \$ 0.20	\$ 10.20
					Subtotal	\$ 3,222.05
					Estimated Sales Tax	\$ 261.95
					<b>TOTAL</b>	<b>\$ 3,484.00</b>

**NOTES:**

- Based on field measure by: Premier Floorcoverings
- Standard Floor Prep includes: light sweeping & hairline crack filling. Any extra unforeseen floor prep: heavy scraping, trench filling, grinding, filling large depressions, leveling, or floating must be approved through a change order.
- Mohawk's California Contractor's License number is 888270, Class C-15, and is valid through 11/30/2017

**EXCLUSIONS (unless specifically included in the above scope of work):**

Special Delivery and/or Delivery Equipment	Protection of Existing Floors	Asbestos Abatement	Night and/or Weekend Labor
Moisture Testing and Abatement	Dumpster Cost	Alto Stock	Resilient Flooring
Thresholds and/or Door Trimming	Extensive Floor Prep	Bonding Cost	Border Carpet
Cleaning and/or Waxing of Resilient	Union Labor	Carpet Cleaning	Removal and/or Disposal
Storage Costs and/or Containers	Protected Corners	Handling Fees	Stair Materials
Furniture Moving and/or Replacing	Mats	Trip Charges	Sales Tax and/or Freight

NOTE: Price includes all work specifically stated above. Any unforeseen circumstances may require additional costs & can be handled through the change order process.

**TERMS OF PAYMENT: (ETA's are also Subject to Credit Approval)**

\*\* Material and Labor are Net 45 Days terms. Credit Card orders are Net 30 Days.

Lead Times: Please note that we are a made to order mill & we cannot commence production of any order until a signed purchase order or a fully-executed has been received. Lead times are determined by product ordered & do not start until after the purchase order has been received and approved in finance

Please refer to our website for more information on our products and services. If you have any questions, please contact your account manager or call 1-800-451-4663. We are committed to providing you with the highest quality products and services at the most competitive prices.

Sincerely,

Tammy Lard

Project Manager

Phone:

E-mail:

CC:

800.622.6228 Ext. 21924

tammy.lard@mohawkone.com

Colina Simon

The undersigned parties agree to the Terms & Conditions stated above:

Authorized Signature \_\_\_\_\_

Mohawk Group  
160 S. Industrial Blvd | Calhoun, GA 30701  
800-554-6637 | www.mohawkgroup.com

*elz*



# MohawkONE

GLOBAL SOLUTIONS FROM MOHAWK GROUP

DUNS # 13 384 75 12 | TID # 58 217 3403 | CAGE CODE # 8SMH5

June 29, 2018

Turnkey Control #: TLC01263

Proposal to:

To:

Project Information:

Gib Benzin

Dan Griffin  
Prenter  
Floorcoverings  
SL  
85949  
630-273-3711

TLC01263 Rockin USD Sierra Elem Room # 14 Rockin CA

2835 Club Drive  
Rockin, CA

SE  
120

\$3,484.00

RE: FLOORING PROPOSAL FOR: Installer Contractor Number: [REDACTED]  
TLC01263 Rockin USD Sierra Elem Room # 14 Rockin CA

**Mohawk Carpet Distribution, Inc. - CMAS Contract 4-13-72-0039C (12/4/13 - 8/31/18)**

We are pleased to provide the following proposal for your consideration. Prices given are valid for sixty (60) days from proposal date.

MAIN BID Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM	Unit Price	Line Total
<b>SCHEDULED MATERIAL</b>						
BT289 First One Up 24x24 Carpet Tile NXT Backing	Emity	7797	99.00	SY	@ \$ 16.49	\$ 1,630.16
SIN 31-604 Ancillary Supplies and Services						
M001B EnPress NXT Adhesive (NXT Tile backing - 4 gal)			1.00	EA	@ \$ 92.79	\$ 92.79
<b>SCHEDULED LABOR SERVICES - HIGH COST AREA</b>						
SIN 31-404 Ancillary Supplies and Services Optional Installation (Carpet & Hard Su						
Carpet Tile Full Spread			92.00	SY	@ \$ 6.73	\$ 619.16
Install Cove Base (includes carpet type)			127.00	LF	@ \$ 2.99	\$ 379.72
<b>OPEN MARKET LABOR SERVICES</b>						
Carpet Removal			92.00	SY	@ \$ 2.35	\$ 216.20
Furnish Base Material			127.00	LF	@ \$ 1.06	\$ 134.62
Carpet Tile Full Spread			99.00	SY	@ \$ 0.20	\$ 19.80
					Subtotal	\$ 3,222.05
					Estimated Sales Tax	\$ 261.95
					<b>TOTAL</b>	<b>\$ 3,484.00</b>

**NOTES:**

- Based on field measure by: Prenter Floorcoverings
- Standard Floor Prep includes: light sweeping & helpline crack filling. Any extra unforeseen floor prep: heavy scraping, trench filling, grinding, filling large depressions, leveling, or floating must be approved through a change order.
- Mohawk's California Contractor's License number is 888270, Class C-15, and is valid through 11/30/2017

**EXCLUSIONS (unless specifically included in the above scope of work):**

Special Delivery and/or Delivery Equipment	Protection of Existing Floors	Asbestos Abatement	Night and/or Weekend Labor
Moldure Testing and Abatement	Dumpster Cost	Auto Stock	Resilient Flooring
Thresholds and/or Door Trimming	Extensive Floor Prep	Bonding Cost	Border Carpet
Cleaning and/or Waxing of Resilient	Union Labor	Carpet Cleaning	Removal and/or Disposal
Storage Costs and/or Containers	Preformed Corners	Handling Fees	Stair Materials
Furniture Moving and/or Replacing	Mats	Trip Charges	Sales Tax and/or Freight

**NOTE:** Price includes all work specifically stated above. Any unforeseen circumstances may require additional costs & can be handled through the change order process.

**TERMS OF PAYMENT:** (ETA's are also subject to Credit Approval)

\*\* Material and Labor are Net 45 Days terms. Credit Card orders are Net 30 Days.

**Lead Times:** Please note that we are made to order mill & we cannot commence production of any order until a signed purchase order or a fully-executed has been received. Lead times are determined by product ordered & do not start until after the purchase order has been received and approved in finance

Sincerely,  
*Tammy Lende*

Project Manager  
Phone:  
E-mail:

800.622.6228 Ext. 21824

[tammy.lende@mohawkind.com](mailto:tammy.lende@mohawkind.com)

The undersigned parties agree to the Terms & Conditions stated above:

CC:

Celine Semon

Authorized Signatory

Mohawk Group  
160 S. Industrial Blvd | Calhoun, GA 30701  
800-554-8637 | [www.mohawkgroup.com](http://www.mohawkgroup.com)

*elg*

# MohawkONE

GLOBAL SOLUTIONS FROM MOHAWK GROUP

DUNS # 13 384 75 12 | TID # 58 217 3403 | CAGE CODE # 6SMHS

April 6, 2016

Turnkey Control #: TLC00516

Proposal to:

Project Information:

Gib Bonthin

Den Gratzen  
Floorcoverings  
BL  
95945  
530-273-3711

TLC00516 Valley View ES Classroom #32  
2835 Club Drive  
Redco, CT

VV \$5,384.02  
140

Installer Contractor Number:   
TLC00516 Valley View ES Classroom #32

RE: FLOORING PROPOSAL FOR:

**Mohawk Carpet Distribution, Inc. - CMAS Contract 4-13-72-0039C (12/4/13 - 8/31/18)**

We are pleased to provide the following proposal for your consideration. Prices given are valid for sixty (60) days from proposal date.

MAIN BID Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM	Unit Price	Line Total
<b>SCHEDULED MATERIAL</b>						
BT286 First One Up 24x24 Carpet Tile	TBD	TBD	88.00	SY	@ \$ 16.48	\$ 1,448.48
M001B EnPross PSA Adhesive (ICT Tile backing - 4 gal)			1.00	EA	@ \$ 92.79	\$ 92.79
<b>SCHEDULED LABOR SERVICES - HIGH COST AREA</b>						
SIN 31-804 Ancillary Supplies and Services Optional Installation (Carpet & Hard Su						
Carpet Tile Full Spread			88.00	SY	@ \$ 8.73	\$ 768.24
Kistall Cove Base (Includes carpet type)			110.00	LF	@ \$ 2.98	\$ 325.60
<b>OPEN MARKET LABOR SERVICES</b>						
Carpet Removal			88.00	SY	@ \$ 2.35	\$ 206.80
Floor Prep Material & Labor			1.00	EA	@ \$ 595.00	\$ 595.00
Furnish Base Material			110.00	LF	@ \$ 1.06	\$ 116.60
Furniture Moving Labor			1.00	SY	@ \$ 386.75	\$ 386.75
Carpet Charge (California Only - \$0.20/SY Carpet Shipped)			88.00	SY	@ \$ 0.20	\$ 17.60
					Subtotal	\$ 4,979.21
					Estimated Sales Tax	\$ 404.81
					<b>TOTAL</b>	<b>\$ 5,384.02</b>

**NOTES:**

- Based on field measure by: Premium Floorcoverings
- Standard Floor Prep includes: light sweeping & hefting crack filling. Any extra unforeseen floor prep: heavy scraping, trench filling, grinding, filling large depressions, leveling, or floating must be approved through a change order.
- Mohawk's California Contractor's License number is 968270, Class C-15, and is valid through 11/30/2017

**EXCLUSIONS (unless specifically included in the above scope of work):**

Special Delivery and/or Delivery Equipment	Protection of Existing Fiberglass Abatement	Night and/or Weekend Labor
Moisture Testing and Abatement	Dumpster Cost	Roll-off Flooring
Thresholds and/or Door Trimming	Extensive Floor Prep	Border Carpet
Cleaning and/or Waxing of Resilient	Union Labor	Removal and/or Disposal
Storage Costs and/or Containers	Preformed Corners	Stair Materials
Furniture Moving and/or Replacing	Mats	Sales Tax and/or Freight
		Trips Charges

**NOTE:** Price includes all work specifically stated above. Any unforeseen circumstances may require additional costs & can be handled through the change order process.

**TERMS OF PAYMENT: (ETA's are also Subject to Credit Approval)**

\*\* Material and Labor are Net 45 Days terms, Credit Card orders are Net 30 Days.

**Lead Times:** Please note that we are a made to order mill & we cannot commence production of any order until a signed purchase order or a fully-executed has been received. Lead times are determined by product ordered & do not start until after the purchase order has been received and approved in financial.

Please indicate your acceptance of this proposal by signing below and affixing your purchase order to my file. On the bottom right of this proposal, please indicate your payment method. Payment methods: Cash, Credit Card, or Invoice. This proposal is valid for 60 days from the date of this proposal. If you have any questions, I can be reached by phone or email listed below. Thank you.

Sincerely,  
*Tammy Land*

Project Manager  
Phone:  
E-mail:  
CC:

800.622.6228 Ext. 21924  
tammy\_land@mohawkone.com stated above:  
Colino Simon

Mohawk Group  
160 S. Industrial Blvd | Calhoun, GA 30701  
800-554-6637 | www.mohawkgroup.com

*slg*

# MohawkONE

GLOBAL SOLUTIONS FROM MOHAWK GROUP

DUNS # 13 384 75 12 | TID # 50 217 3403 | CAGE CODE # 6SMH5

March 17, 2018

Turnkey Control #: TLC00517

Proposal to:

To:

Project Information:

Dan Gratten  
Floorcoverings  
807 S. Auburn St.  
85945  
530-273-3711

TLC00517 Valley View ES Classroom #10  
2835 Club Drive  
Rocklin, CA

VV \$ 3,964.72  
140

Installer Contractor Number: [Redacted]  
RE: FLOORING PROPOSAL FOR: TLC00517 Valley View ES Classroom #10

**Mohawk Carpet Distribution, Inc. - CMAS Contract 4-13-72-0039C (12/4/13 - 8/31/18)**

We are pleased to provide the following proposal for your consideration. Prices given are valid for sixty (60) days from proposal date.

MAIN BID Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM	Unit Price	Line Total
<b>SCHEDULED MATERIAL</b>						
BT289 First One Up 24x24 Carpet Tile	TBD	TBD	60.00	SY	\$ 16.46	\$ 1,580.18
M001B EnPress PSA Adhesive (ICT Tile Backing - 4 gal)			1.00	EA	\$ 92.78	\$ 92.78
<b>SCHEDULED LABOR SERVICES - HIGH COST AREA</b>						
SIN 31-804 Ancillary Supplies and Services Optional Installation (Carpet & Hard Sur)						
Carpet Tile Full Spread			99.00	SY	\$ 8.73	\$ 839.88
Install Cove Base (includes carpet type)			112.00	LF	\$ 2.93	\$ 331.82
<b>OPEN MARKET LABOR SERVICES</b>						
Carpet Removal			66.00	SY	\$ 2.35	\$ 225.60
Moisture Test - Provide and Perform			1.00	EA	\$ 79.75	\$ 79.75
Floor Prep Material & Labor			1.00	EA	\$ 214.20	\$ 214.20
Furnish Base Material			112.00	LF	\$ 1.08	\$ 118.72
Furniture Moving Labor			1.00	EA	\$ 163.60	\$ 163.60
Carpet Pad			66.00	SY	\$ 0.20	\$ 10.20
					<b>Subtotal</b>	<b>\$ 3,656.82</b>
					<b>Estimated Sales Tax</b>	<b>\$ 268.10</b>
					<b>TOTAL</b>	<b>\$ 3,964.72</b>

**NOTES:**

- Based on field measure by: Premium Floorcoverings
- Standard Floor Prep includes: light sweeping & hairline crack filling. Any extra unforeseen floor prep: heavy scraping, trench filling, grinding, filling large depressions, leveling, or floating must be approved through a change order.
- Mohawk's California Contractor's License number is 998270, Class C-15, and is valid through 11/30/2017

**EXCLUSIONS (unless specifically included in the above scope of work):**

Special Delivery and/or Delivery Equipment	Protection of Existing Floors	Asbestos Abatement	Night and/or Weekend Labor
Moisture Testing and Abatement	Dumpster Cost	Auto Stock	Resilient Flooring
Thresholds and/or Door Trimming	Extensive Floor Prep	Bonding Cost	Border Carpet
Cleaning and/or Waxing of Resilient	Union Labor	Carpet Cleaning	Removal and/or Disposal
Storage Costs and/or Containers	Preformed Corners	Handling Fees	Stair Materials
Furniture Moving and/or Replacing	Mats	Trip Charges	Sales Tax and/or Freight

NOTE: Price includes all work specifically stated above. Any unforeseen circumstances may require additional costs & can be handled through the change order process.

**TERMS OF PAYMENT: (ETA's are also Subject to Credit Approval)**

\*\* Material and Labor are Net 45 Days terms, Credit Card orders are Net 30 Days.

Lead Times: Please note that we are a made to order mill & we cannot commence production of any order until a signed purchase order or a fully executed has been received. Lead times are determined by product ordered & do not start until after the purchase order has been received and approved in financial.

[Redacted text]

Sincerely,

Jammy Land

Project Manager  
Phone:  
E-mail:

CC:

800.622.6228 Ext. 21024

jammy\_land@mohawkone.com

The undersigned parties agree to the Terms & Conditions stated above:

Celine Semon

Authorized Signature

Mohawk Group  
160 S. Industrial Blvd | Calhoun, GA 30701  
800-554-6637 | www.mohawkgroup.com

*[Handwritten signature]*

# MohawkONE

GLOBAL SOLUTIONS FROM MOHAWK GROUP

DUNS # 13 384 75 12 | TID # 69 217 3403 | CAGE CODE # 6SMH6

April 8, 2016

Turnkey Control #: TLC00621

Proposal to:

To:

Project Information:

Den Grattan  
Floorcoverings  
807 S. Auburn St  
95845

TLC00621 Valley View ES Classroom #31 Rocklin CA

2835 Club Drive  
Rocklin, CA

VV \$3,760.42  
140

630-273-3711

Installer Contractor Number: [Redacted]

RE: FLOORING PROPOSAL FOR:

TLC00621 Valley View ES Classroom #31 Rocklin CA

**Mohawk Carpet Distribution, Inc. - CMAS Contract 4-13-72-0039C (12/4/13 - 8/31/18)**

We are pleased to provide the following proposal for your consideration. Prices given are valid for sixty (60) days from proposal date.

MAN BID Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM	Unit Price	Line Total
<b>SCHEDULED MATERIAL</b>						
BT288 First One Up 24x24 Carpet Tile	TBD	TBD	96.00	SY	\$ 16.46	\$ 1,580.16
M601B EnProse PSA Adhesive (ICT Tile backing - 4 gal)			1.00	EA	\$ 92.79	\$ 92.79
<b>SCHEDULED LABOR SERVICES - HIGH COST AREA</b>						
SIN 31-804 Ancillary Supplies and Services Optional Installation (Carpet & Hard Su						
Carpet Tile Full Spread			96.00	SY	\$ 8.73	\$ 838.08
Install Cove Base (includes carpet type)			110.00	LF	\$ 2.99	\$ 325.80
<b>OPEN MARKET LABOR SERVICES</b>						
Carpet Removal			96.00	SY	\$ 2.35	\$ 225.60
Floor Prep Material & Labor			1.00	EA	\$ 41.65	\$ 41.65
Furnish Base Material			110.00	LF	\$ 1.05	\$ 116.60
Furniture Moving Labor			1.00	EA	\$ 233.00	\$ 233.00
Carpet Removal			96.00	SY	\$ 0.20	\$ 19.20
					<b>Subtotal</b>	<b>\$ 3,477.68</b>
					<b>Estimated Sales Tax</b>	<b>\$ 282.74</b>
					<b>TOTAL</b>	<b>\$ 3,760.42</b>

**NOTES:**

- Based on field measure by: Premium Floorcoverings
- Standard Floor Prep includes: light sweeping & hairline crack filling. Any extra unforeseen floor prep: heavy scraping, trench filling, grinding, filling large depressions, leveling, or floating must be approved through a change order.
- Mohawk's California Contractor's License number is 688270, Class C-18, and is valid through 11/30/2017

**EXCLUSIONS (unless specifically included in the above scope of work):**

Special Delivery and/or Delivery Equipment	Protection of Existing Floors	Asbestos Abatement	Night and/or Weekend Labor
Moisture Testing and Abatement	Dumpster Cost	Allow Stock	Resilient Flooring
Thresholds and/or Door Trimming	Extensive Floor Prep	Bonding Cost	Border Carpet
Cleaning and/or Waxing of Resilient	Union Labor	Carpet Cleaning	Removal and/or Disposal
Storage Costs and/or Containers	Preformed Concrete	Handing Fees	Stair Materials
Furniture Moving and/or Replacing	Mats	Trip Charges	Sales Tax and/or Freight

NOTE: Price includes all work specifically stated above. Any unforeseen circumstances may require additional costs & can be handled through the change order process.

**TERMS OF PAYMENT: (ETA's are also Subject to Credit Approval)**

\*\* Material and Labor are Net 45 Days terms, Credit Card orders are Net 30 Days.

Lead Times: Please note that we are a made to order mill & we cannot commence production of any order until a signed purchase order or a fully executed has been received. Lead times are determined by product ordered & do not start until after the purchase order has been received and approved in financial.

Sincerely,

*Tammy Land*

Project Manager

Phone:

E-mail:

CC:

800.622.6228 Ext. 21824

tammy\_land@mohawk.com

The undersigned parties agree to the Terms & Conditions stated above:

Celina Samon

Authorized Signature \_\_\_\_\_

Mohawk Group  
160 S. Industrial Blvd | Calhoun, GA 30701  
800-554-6637 | www.mohawkgroup.com

*elg*

# MohawkONE

GLOBAL SOLUTIONS FROM MOHAWK GROUP

DUNS # 13 384 75 12 | TID # 68 217 3403 | CAGE CODE # 6SMH5

April 7, 2016

Turnkey Control #: TLC00631

Proposal to:

To:

Project Information:

Dan Gratton  
Floorcoverings  
SL  
95945  
530-273-3711

TLC00631 Valley View ES Classroom #24 Rocklin CA  
2835 Club Drive  
Rocklin, CA

VV \$3,778.12  
140

RE: FLOORING PROPOSAL FOR: Installer Contractor Number: [Redacted]  
TLC00631 Valley View ES Classroom #24 Rocklin CA

**Mohawk Carpet Distribution, Inc. - CMAS Contract 4-13-72-0039C (12/4/13 - 8/31/18)**

We are pleased to provide the following proposal for your consideration. Prices given are valid for sixty (60) days from proposal date.

MAIN BID Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM	Unit Price	Line Total
<b>SCHEDULED MATERIAL</b>						
BT289 First One Up 24x24 Carpet Tile	TBD	TBD	98.00	SY	@ \$ 16.46	\$ 1,560.16
M001B EnPross PSA Adhesive (ICT T2o backing - 4 gal)			1.00	EA	@ \$ 92.79	\$ 92.79
<b>SCHEDULED LABOR SERVICES - HIGH COST AREA</b>						
SIN 31-604 Ancillary Supplies and Services Optional Installation (Carpet & Hard Su						
Carpet Tile Full Spread			96.00	SY	@ \$ 8.73	\$ 838.08
Install Cove Base (includes carpet type)			112.00	LF	@ \$ 2.96	\$ 331.52
<b>OPEN MARKET LABOR SERVICES</b>						
Carpet Removal			96.00	SY	@ \$ 2.35	\$ 225.60
Floor Prep Material & Labor			1.00	EA	@ \$ 41.65	\$ 41.65
Furnish Base Material			112.00	LF	@ \$ 1.06	\$ 118.72
Furniture Moving Labor			1.00	EA	@ \$ 248.33	\$ 248.33
Gate Charge (California Only) \$0.20/SY Carpet			96.00	SY	@ \$ 0.20	\$ 19.20
					Subtotal	\$ 3,494.05
					Estimated Sales Tax	\$ 284.07
					<b>TOTAL</b>	<b>\$ 3,778.12</b>

**NOTES:**

- Based on field moisture by: Premium Floorcoverings
- Standard Floor Prep includes: light sweeping & hairline crack filling. Any extra unforeseen floor prep: heavy scraping, trench filling, grinding, filling large depressions, leveling, or floating must be approved through a change order.
- Mohawk's California Contractor's License number is 988270, Class C-15, and is valid through 11/30/2017

**EXCLUSIONS (unless specifically included in the above scope of work):**

Special Delivery and/or Delivery Equipment	Protection of Existing Floors	Asbestos Abatement	Night and/or Weekend Labor
Moisture Testing and Abatement	Dumpster Cost	Attic Stock	Resilient Flooring
Thresholds and/or Door Trimming	Extensive Floor Prep	Bonding Cost	Border Carpet
Cleaning and/or Waxing of Resilient	Union Labor	Carpet Cleaning	Removal and/or Disposal
Storage Costs and/or Containers	Preformed Corners	Handling Fees	Stair Materials
Furniture Moving and/or Replacing	Mats	Trip Charges	Sales Tax and/or Freight

NOTE: Price includes all work specifically stated above. Any unforeseen circumstances may require additional costs & can be handled through the change order process.

**TERMS OF PAYMENT: (ETA's are also Subject to Credit Approval)**

\*\* Material and Labor are Not 45 Days terms. Credit Card orders are Not 30 Days.

Lead Times: Please note that we are a made to order mfl & we cannot commence production of any order until a signed purchase order or a fully executed has been received. Lead times are determined by product ordered & do not start until after the purchase order has been received and approved in financial.

Please indicate your acceptance of this proposal by signing below your name and title. This order is my own and I am not acting on behalf of any other person or entity. I understand that this proposal is subject to the terms and conditions of the contract and I agree to be bound by the terms and conditions of the contract. I understand that this proposal is not a contract and it does not create a contract until it is accepted by the other party. I understand that this proposal is not a contract and it does not create a contract until it is accepted by the other party.

Sincerely,  
*Tammy Land*  
Project Manager  
Phone:  
E-mail:  
CC:

800.822.6228 Ext. 21924

[tammy\\_land@mohawkone.com](mailto:tammy_land@mohawkone.com)

The undersigned parties agree to the Terms & Conditions stated above:

Coline Simon

Authorized Signature \_\_\_\_\_

Mohawk Group  
160 S. Industrial Blvd | Calhoun, GA 30701  
800-554-6637 | [www.mohawkgroup.com](http://www.mohawkgroup.com)

*elg*

# MohawkONE

GLOBAL SOLUTIONS FROM MOHAWK GROUP

DUNS # 19 384 75 12 | TD # 50 217 3403 | CAGE CODE # 6SMH5

APR 17, 2018

Turnkey Control #: TLC00630

Proposal to:

To:

Project Information:

Dan Griffin  
Floorcoverings  
807 S. Audum St.  
95945

TLC00630 Veley View ES Classroom #21 Rocklin CA

2835 Club Drive  
Rocklin, CA

530-273-0711

VV  
140  
\$ 3,778.12

RE: FLOORING PROPOSAL FOR: Installer Contractor Number: [Redacted]  
TLC00630 Veley View ES Classroom #21 Rocklin CA

**Mohawk Carpet Distribution, Inc. - CMAS Contract 4-13-72-0039C (12/4/13 - 8/31/18)**

We are pleased to provide the following proposal for your consideration. Prices given are valid for sixty (60) days from proposal date.

MAIN BID Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM	Unit Price	Line Total
<b>SCHEDULED MATERIAL</b>						
BT288 First One Up 24x24 Carpet Tile	TBD	TBD	96.00	SY	@ \$ 18.46	\$ 1,580.16
M0018 EnPress PSA Adhesive (10T Tfo backing - 4 gal)			1.00	EA	@ \$ 92.79	\$ 92.79
<b>SCHEDULED LABOR SERVICES - HIGH COST AREA</b>						
SIN 31-604 Ancillary Supplies and Services Optional Installation (Carpet & Hard Su						
Carpet Tile Full Spread			96.00	SY	@ \$ 8.75	\$ 838.00
Install Cove Base (includes carpet type)			112.00	LF	@ \$ 2.90	\$ 324.80
<b>OPEN MARKET LABOR SERVICES</b>						
Carpet Removal			96.00	SY	@ \$ 2.55	\$ 244.80
Floor Prep Material & Labor			1.00	EA	@ \$ 41.65	\$ 41.65
Furnish Base Material			112.00	LF	@ \$ 1.08	\$ 120.96
Furniture Moving Labor			1.00	EA	@ \$ 248.33	\$ 248.33
			96.00	SY	@ \$ 0.20	\$ 19.20
					Subtotal	\$ 3,494.05
					Estimated Sales Tax	\$ 284.07
					<b>TOTAL</b>	<b>\$ 3,778.12</b>

**NOTES:**

- Based on sold measure by: Premium Floorcoverings
- Standard Floor Prep includes: light sweeping & machine crack filling. Any extra unforeseen floor prep: heavy scraping, trench filling, grinding, filling large depressions, leveling, or flooding must be approved through a change order.
- Mohawk's California Contractor's License number is 658270, Class C-16, and is valid through 11/30/2017

**EXCLUSIONS (unless specifically included in the above scope of work):**

Special Delivery and/or Delivery Equipment	Protection of Existing Floors	Asbestos Abatement	Night and/or Weekend Labor
Moldure Testing and Abatement	Dumpester Cost	Alko Block	Resilient Flooring
Thresholds and/or Door Trimming	Extensive Floor Prep	Bonding Cost	Border Carpet
Cleaning and/or Wiping of Resilient	Union Labor	Carpet Guarding	Removal and/or Disposal
Storage Costs and/or Containers	Performed Concrete	Handing Fees	Stair Moldure
Furniture Moving and/or Replacing	Mets	Tip Charges	Sales Tax and/or Freight

NOTE: Price includes all work specifically stated above. Any unforeseen circumstances may require additional costs & can be handled through the change order process.

**TERMS OF PAYMENT: (ETA's are also Subject to Credit Approval)**

\*\* Material and Labor are Not 45 Days terms. Credit Card orders are Not 30 Days.

Lead Times : Please note that we are a made to order mill & we cannot commence production of any order until a signed purchase order or a fully-executed has been received. Lead times are determined by product ordered & do not start until after the purchase order has been received and approved in financial.

Sincerely,

Tammy Lind

Project Manager

Phone:

E-mail:

CC:

800.622.8228 Ext. 21924

tammy\_lind@mohawkgroup.com The undersigned parties agree to the Terms & Conditions stated above:

Coline Samen

Authorized Signature \_\_\_\_\_

Mohawk Group  
160 S. Industrial Blvd | Calhoun, GA 30701  
800-554-6837 | www.mohawkgroup.com

*Handwritten signature*

# MohawkONE

GLOBAL SOLUTIONS FROM MOHAWK GROUP

DUNS # 13 39475 12 | TID # 69 217 3403 | CAGE CODE # 654915

April 7, 2018

Turnkey Control #: TLC00629

Proposal to:

To:

Project Information:

Don Griffin  
Floorcoverings  
807 S. Auburn St.  
95945

TLC00629 Valley View ES Classroom 69 Rocklin CA

2835 Club Drive  
Rocklin, CA

530-273-0711

VV \$3,778.12  
140

RE: FLOORING PROPOSAL FOR:

Installer Contractor Number: [Redacted]  
TLC00629 Valley View ES Classroom 69 Rocklin CA

**Mohawk Carpet Distribution, Inc. - CMAS Contract 4-13-72-0039C (12/4/13 - 8/31/18)**

We are pleased to provide the following proposal for your consideration. Prices given are valid for sixty (60) days from proposal date.

MAIN BID Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM	Unit Price	Line Total
<b>SCHEDULED MATERIAL</b>						
9T268 First One Up 24x24 Carpet Tbo	TBD	TBD	96.00	SY	@ \$ 16.46	\$ 1,580.16
8901B EnPress PSA Adhesive (CT Tbo backing - 4 gal)			1.00	EA	@ \$ 92.79	\$ 92.79
<b>SCHEDULED LABOR SERVICES - HIGH COST AREA</b>						
SIN 31-604 Ancillary Supplies and Services Optional Installation (Carpet & Hard Su						
Carpet Tbo Pad Spread			96.00	SY	@ \$ 8.73	\$ 838.08
Install Cove Base (includes carpet type)			112.00	LF	@ \$ 2.86	\$ 319.52
<b>OPEN MARKET LABOR SERVICES</b>						
Carpet Removal			96.00	SY	@ \$ 2.35	\$ 225.60
Floor Prep Material & Labor			1.00	EA	@ \$ 41.55	\$ 41.55
Furniture Moving Labor			112.00	LF	@ \$ 1.06	\$ 118.72
Furniture Moving Labor			1.00	EA	@ \$ 248.33	\$ 248.33
			96.00	SY	@ \$ 0.20	\$ 19.20
					Subtotal	\$ 3,434.06
					Estimated Sales Tax	\$ 284.07
					<b>TOTAL</b>	<b>\$ 3,718.12</b>

**NOTES:**

- Based on field measure by: Premium Floorcoverings
- Standard Floor Prep includes: light sweeping & machine crack filling. Any extra unforeseen floor prep: heavy scraping, trench filling, grinding, filling large depressions, leveling, or sealing must be approved through a change order.
- Mohawk's California Contractor's License number is 958270, Class C-15, and is valid through 11/30/2017

**EXCLUSIONS (unless specifically included in the above scope of work):**

Special Delivery and/or Delivery Equipment	Protection of Existing Floors	Asbestos Abatement	Night and/or Weekend Labor
Moisture Testing and Abatement	Dumpster Cost	ASB Block	Resilient Flooring
Thresholds and/or Door Trimming	Extensive Floor Prep	Sealing Cost	Border Carpet
Cleaning and/or Wiping of Resilient	Union Labor	Carpet Cleaning	Removal and/or Dispose
Storage Costs and/or Containers	Performed Corners	Handing Fees	Stair Materials
Furniture Moving and/or Replacing	Mats	Tip Charges	Sales Tax and/or Freight

NOTE: Price includes all work specifically stated above. Any unforeseen circumstances may require additional costs & can be handled through the change order process.

**TERMS OF PAYMENT: (ETA's are also Subject to Credit Approval)**

\*\* Material and Labor are Net 45 Days terms. Credit Card orders are Net 30 Days.

Lead Times: Please note that we are made to order mill & we cannot commence production of any order until a signed purchase order or a fully executed has been received. Lead times are determined by product ordered & do not start until after the purchase order has been received and approved in financial.

Sincerely,

Tammy Lund

Project Manager

Phone:

E-mail:

CC:

600.822.8228 Ext. 21824

tammy\_lund@mohawkgroup.com

Celine Somon

Authorized Signature \_\_\_\_\_

The undersigned parties agree to the Terms & Conditions stated above.

Mohawk Group  
160 S. Industrial Blvd | Calhoun, GA 30701  
800-554-6637 | www.mohawkgroup.com

elg

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

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**SUBJECT:** Approve Contract for Sunset Ranch Elementary School Portable Classroom Building Installation Project

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

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**Background:**

In order to accommodate existing and future growth, the District has the need for one relocatable classroom to be located at Sunset Ranch Elementary School.

California school districts have legal authority to authorize procurement by contract for personal property, such as portable classrooms, via a "piggyback" contract, if the governing board has determined it to be in the best interests of the school district. District staff identified a piggyback contract between Enviroplex and the Lomas School District, Menlo Park, CA, for relocatable classrooms.

**Status:**

The District requested a proposal from Enviroplex's piggyback contract, for the manufacturing of one new portable classroom building. The Lomas School District, Menlo Park, CA, awarded the piggyback contract to Enviroplex on January 9, 2015. The contract is valid for two years with annual options to renew up to five years.

Enviroplex: \$107,859.85

Proposal was reviewed by the Senior Director, Facilities, Maintenance & Operations and Assistant Director of Facilities & Maintenance.

This work will be scheduled to start on August 4, 2016, and will be completed by November 25, 2016, subject to board approval. In May 2016, the Division of the State Architect (DSA) made revisions to the relocatable building approval process causing a delay to the project start date. The District has been working with Rainforth Grau Architects to expedite the relocatable building delivery and project completion date. Sunset Ranch Elementary School will be using existing space to accommodate the enrollment growth until the relocatable building is installed.

**Presenter:**

Craig Rouse, Senior Director Facilities, Maintenance & Operations

**Financial Impact:**

Current year: \$107,859.85  
Future years: N/A  
Funding source: Fund 49 Mello Roos Capital Projects Fund

**Materials/Films:**

None



**Other People Who Might Be Present:**

None

**Allotment of Time:**

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

**Packet Information:**

Contractor Agreement

**Recommendation:**

Staff recommends that the Board find that it is in the best interests of the District to purchase the portable classroom via the Lomas School District piggyback contract with Enviroplex. Staff further recommends approval of the contract with Enviroplex for the Sunset Ranch Elementary School Portable Classroom Building Installation Project, in the amount of \$107,859.85.

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

THIS AGREEMENT is between Rocklin Unified School District ("District") and **Enviroplex** ("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 **Sunset Ranch Elementary School Portable Classroom Building Installation Project** ("Project") as fully described in the attached Exhibit "A". Contractor's Addendum is also attached and made a part of this Agreement.



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 **100** 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 **\$107,859.85**.

4. **Payments.**

A. Duration of Contract: **100 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 \$0 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 4777 E. Carpenter Road Stockton, California 95215. 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 421.5 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 2615 Sierra Meadows Drive, Rocklin CA 95677, Placer County, California.

DATED: \_\_\_\_\_

District \_\_\_\_\_

\*By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

DATED: 7-22-16



Contractor

By: Glenn S. Owens

Title: President

Address: 4777 E. Carpenter Rd  
Stockton CA 95215

640557 "B"  
Contractor's License No.

1000005676  
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, Glenn S. Owens (Name of Contractor) certify that:

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

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

Executed at Stockton, California on 7-22-16.  
Date

(Signature)

Glenn S. Owens

(Typed or printed name)

President

(Title)

4777 E. Carpenter Rd Stockton CA

(Address)

209-466-8000

(Telephone)



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: Enviroplex Inc.

By: Glenn S Owens

Title: President

VERIFICATION OF Contractor  
AND SUBContractors' DIR REGISTRATION

I am the President of Enviroplex Inc ("Bidder") submitting the  
(Title/Position) (Bidder Name)  
accompanying Bid Proposal for the Work described as modular Buildings

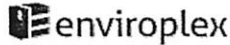
1. The Bidder is currently registered as a contractor with the Department of Industrial Relations ("DIR").
2. The Bidder's DIR Registration Number is: 100000516716. The expiration date of the Bidder's DIR Registration is June 30, 2017.
3. If the Bidder is awarded the Contract for the Work and the expiration 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 22 day of July, 2016 at Stockton, CA.  
(City and State)

Glenn S. Owens  
(Signature)  
Glenn S. Owens  
(Name, typed or printed)





Rocklin Unified School District / Sunset Ranch  
 (1) 24x40 Classroom Building  
 2013 CBC

P-back Item #	Description	Unit	Qty	Piggyback Price	Total
<b>1-STORY RIGID STEEL MOMENT FRAME BUILDINGS</b>					
1000	24x40 Typical Classroom [With no floor Coverings: With Ceiling Tiles; LED light fixtures with dimming control; 9' floor to ceiling height in all modules; 2x4 fixed grid, lay in panel ceiling system (no suspension wires); (1) 3070 steel door w/Schlage lever hardware (2) 8040 windows, (2) porcelain/steel marker boards, battery wall clock, walls-full height tackboard; (6) duplex receptacles; (1) 125 amp single-phase panel; (1) 3.5 ton Bard wall mount HVAC with ducted air and programmable T-Stat; Standard bi-pitch roof design, approximately .25:12 dual slope, 5' overhang in front 2'6" rear overhang.	EA	1	\$ 48,947.00	\$ 48,947.00
Wood Foundation Options (DSA allows up to 2000 sf)					
2001	1 1/2" layer for 24x40	EA	8	\$ 127.00	\$ 1,016.00
2005	Treated lumber upcharge per 12x40	Per module	2	\$ 285.90	\$ 571.80
2006	Expanded metal vents	Per lf	40	\$ 37.80	\$ 1,512.00
2007	Cement Board skirting 1/4" up to 24" high	Per sf	128	\$ 3.49	\$ 446.72
2009	Wood Foundation Bolt Kit 50 or 65 lb Floor	Per module	2	\$ 99.20	\$ 198.40
2100	12' zero clearance ramp (site must be completely level for base ramp)	EA	1	\$ 4,362.50	\$ 4,362.50
2105	Cement Board skirting 1/4" up to 24" high	Per sf	17	\$ 3.49	\$ 59.33
Wood or engineered wood products					
2402	2x6 exterior wall studs in lieu of 2x4	Per lf	128	\$ 4.55	\$ 582.40
2403	1x4 wood trim or battens (in addition to standard window and door trim)	Per lf	468	\$ 3.67	\$ 1,717.56
Cement based or stucco					
2500	Cement board siding (4x8) (Hardie or equivalent)	Per sf	1,536	\$ 5.70	\$ 8,755.20
Roofing Options					
2700	Shed Roof design	Per module	2	\$ 250.00	\$ 500.00
3007	8x4 porcelain / steel markerboard	EA	(2)	\$ 289.18	\$ (578.36)
3011	Blocking only, wall mounted accessories, 4x4	Per lf	20	\$ 11.02	\$ 220.40
3012	Blocking only, ceiling mounted accessories	Per lf	6	\$ 68.27	\$ 410
Doors (KD Frames standard)					
3115	Continuous Hinges - IVES Stainless Steel -	EA	1	\$ 464.04	\$ 464.04
3116	Door Hold Open - Trimco 1267	EA	1	\$ 101.46	\$ 101.46
3117	LCN 4041 Upgrade	EA	1	\$ 146.78	\$ 146.78
3118	IC Cores	EA	1	\$ 130.60	\$ 130.60
3119	Primus per IC Core	EA	1	\$ 141.69	\$ 141.69
3123	View light, 8x30 (adder)	EA	1	\$ 174.09	\$ 174.09
3129	10" high kick plate, silver	EA	1	\$ 102.00	\$ 102.00
Daylighting windows, see "Daylighting" section above					
3200	8040 xox	EA	(1)	\$ 932.15	\$ (932.15)
3201	6040 xo	EA	1	\$ 753.50	\$ 753.50
3229	Mini-blinds, Aluminum (Levelor 1" or equal)	EA	2	\$ 434.19	\$ 868
Electrical infrastructure					
3504	GFI receptacle	EA	1	\$ 100.19	\$ 100.19
3505	Dedicated circuit	EA	3	\$ 179.83	\$ 539
3507	4 square box with switch ring and 3/4" conduit stub to attic	EA	4	\$ 36.00	\$ 144
3508	Conduit 3/4"	Per lf	40	\$ 2.74	\$ 109.60
Misc HVAC					
4804	Register, supply with 4-way throw and mixing box	EA	1	\$ 106.00	\$ 106
4808	Air San (return air silencer)	EA	1	\$ 521.19	\$ 521
PLUMBING					
5001	Sink, classroom, SS, w/ bubbler, cold only	EA	1	\$ 2,365.71	\$ 2,365.71
Flooring (all prices per sf unless otherwise noted)					
5702	Burke 4" Vinyl - Continuous Roll @ 100' lengths	EA	128	\$ 3.29	\$ 421.12

CASEWORK		0		\$	-
6511	102 42x34x24 double door	EA	1	\$ 714.00	\$ 714.00
6522	153 42x34x24 ADA sink base	EA	1	\$ 779.00	\$ 779.00
6601	531 42x84x24 teach w/file	EA	1	\$ 1,632.14	\$ 1,632.14
6622	Laminate top / 4" backsplash (Wilsonart or equal)	Per lf	8	\$ 67.14	\$ 537.12
6625	Finished end panels	EA	2	\$ 122.00	\$ 244.00

Sub-Total \$ 78,884.52

DISTRICT STANDARD SPECIFIED ITEMS						
1	107sy BT286 First One Up Carpet Tile 24"x 24"	ft2	840	\$ 6.45	\$ 5,418.00	
2	Abrasive Action II, Tandus, 24"x24" carpet tile	ft2	120	\$ 6.13	\$ 735.60	
3	6x12 Claridge MW2 Marker Wall	EA	1	\$ 2,149.00	\$ 2,149.00	
4	6x20 Claridge MW2 Marker Wall	EA	1	\$ 1,048.00	\$ 1,048.00	
5	Power transfer (EPT-10)	EA	1	\$ 496.00	\$ 496.00	
6	Access Control Lock (VIP5196 -PX-FSE-06-LFS)	EA	1	\$ 1,850.00	\$ 1,850.00	
7	Surface Closer (4111 AVB Scush MC)	EA	1	\$ 427.00	\$ 427.00	
8	Security Floor Stop (FS18S)	EA	1	\$ 65.00	\$ 65.00	
9	Seals (290 AS (jamb) x 2891AV (Header)	EA	1	\$ 60.00	\$ 60.00	
10	Door Bottom Sweap (315CN)	EA	1	\$ 75.00	\$ 75.00	
11	Threshold (2005AT)	EA	1	\$ 65.00	\$ 65.00	
12	Lock Guard (LG12)	EA	1	\$ 18.00	\$ 18.00	
PROJECT CLOSE OUT ITEMS						
1	Labor to close out site	hour	40	\$ 65.00	\$ 2,600.00	
2	Delivery	floor	2	\$ 2,675.00	\$ 5,350.00	
3	Installation	floor	2	\$ 2,850.00	\$ 5,700.00	
4	Concrete foundation design	N/A	1		\$ -	
5	Administrative Fee to Las Lomitas School District (Final Project Manual Section 00110; Item 20 Sub-section 2) (.5% of piggyback building price)				\$ 394.42	
6	Bond (@ Owner's discretion) (1.05%)					
7	Estimated Tax				\$ 2,524.30	
<b>Grand Total</b>					<b>\$ 107,859.85</b>	

Notes:

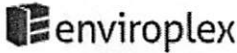
- 1 Foundation design charges are waived if concrete foundations remain in ENV scope
- 2 Additional design & foundation costs may be incurred if the site specific soils condition or CGS review prompt footings that are outside of Enviroplex's standard foundation design
- 3 Pursuant to recent DSA guidelines as described in DSA bulletin BU16-01 regarding the "Delegation of Authority for Modular & Relocatable Buildings", site specific inspection fees will be necessary if Enviroplex's structural engineer determines that he/she is required to personally inspect and observe construction site conditions and foundation progress. The scope and scale of this requirement will generally relate to a number of factors including, but not limited to, the experience of the foundation contractor, foundation design complexity, building square footage, geographic location and site & soils condition. These charges shall be owner responsibility and coordinated directly with Enviroplex's structural engineer. As outlined in the DSA bulletin, these responsibilities can be sub-delegated to the project's Architect of record at the owner's direction and discretion

*Barbara Patterson*

*6/22/16*

Barbara Patterson  
Deputy Superintendent

ENVIROPLEX SCOPE OF WORK  
AND EXCLUSIONS

	Owner's Name:			Rocklin Unified School District
	Contact Name:			Craig Rouse
	Phone:			
4777 E. Carpenter Road				
Stockton, California 95215				
209-466-8000 Fax: 209-461-6555				
Architect Firm:			Rainforth Grau Architectgs	
Architect Address:			2704 J Street, Suite 202, Sacramento, CA	
24-May-16			Phone: 916-368-7990	
Architect's Name:			Jeff Grau	
<b>Scope No. 1</b>				
Project Site Name:			TBD	
Revision No.			Project Site Address:	
<b>Pricing information under separate cover</b>				
<b>ADMINISTRATIVE</b>				
	Env	Owner	N/A	Notes
Architect/Designer of Record		x		
Site Engineering (soils, flatwork etc)		x		
Structural Engineering of buildings and foundations	x			
Permits, Local Permits, Use Fees (including any encroachment permits or local law enforcement requirements)		x		
Inspection Services		x		
Sales Tax		x		Will be included in quote (under separate cover) unless otherwise noted
Bonds (add 1.5% if required from ENV)		x		Will be included in quote (under separate cover) unless otherwise noted
<b>Structure, Component or System</b>				
	Env	Owner	N/A	Notes
<b>Basic building and exterior</b>				
Complete structural assemblies for modular building	x			
Exterior Finish	x			Hardie panel exterior
Roof	x			Bi-pitch
Roof finish: 26 ga standing seam galvanized (over plywood)	x			
Front (5') and rear (2.5') overhang soffit finish: plywood, painted	x			
Gutters and downspouts	x			
Adapters to adapt downspouts to site rainwater system		x		
Insulation: Roof: R-30, Walls R-15, Floors R-11	x			
Fire Rated Construction as required			x	
<b>Foundations, ramps and site work</b>				
Site work (anything outside of building footprint)		x		
Building pad excavation		x		Enviroplex requires an excavation which overcuts the foundation dimensions by 3' on all sides. At the bottom of the foundation embedment depth compaction of the subgrade meets approved drawings/specifications. Excavation does not include any soil type other than loamy or sandy soils with no rocks, boulders or anything not able to be readily removable with a standard excavator.
Certified building pad		x		Enviroplex will move-in to site when pad is certified as ready for foundation work
Under building drainage, or restoration of under building drainage after foundation work		x		
Backfill around foundation (rough and finish)		x		Backfill occurs after module delivery. Enviroplex will no longer have a tractor on site by this time.
Compaction of earth (anywhere on site at any time) and testing of same		x		Careful coordination should prevent the need for repeat compaction testing.
Spoils removal from site (including from foundation trenching)		x		

**ENVIROPLEX SCOPE OF WORK  
AND EXCLUSIONS**

<b>Structure, Component or System</b>	<b>Env</b>	<b>Owner</b>	<b>N/A</b>	<b>Notes</b>
Surveying of building corners or any other surveying including FF elevations etc		x		
Wood foundation with expanded metal vents per code	x			
Concrete foundation with venting per code			x	Note: Concrete foundation dimensions will differ slightly from "advertised" building dimension. Refer to foundation plans when evaluating setbacks and other site conditions.
Venting (per code) of stemwall foundation			x	Note: venting will consist of polyvents and cast-in place access wells per design
Ramps, 12' zero clearance (steel)	x			Note: ramps as quoted assume a level site. Adjustments to ramps due to site conditions are by CO
<b>Doors and Windows</b>				
Doors & Door Hardware	x			Standard Enviroplex
Exterior Windows	x			Standard Enviroplex
<b>Mechanical systems</b>				
HVAC System Design	x			
HVAC units	x			
Control systems of any type (electrical, lighting or HVAC)			x	
HVAC condensate drains	x			Drains will exit near grade level in to drywells or SD. SD or Drywells by others
<b>Electrical and lighting systems</b>				
Electrical system design	x			
Building mounted electrical panels and subpanels	x			
Site gear (anything not contained within the building footprint) including main switchboards, substations etc.		x		
Electrical Power Circuits and Devices	x			Standard Env. electrical devices and material
Lighting Circuits and Lights	x			Standard Env. electrical devices and material
Ground rods or UFERS		x		
Electrical tie-in from site to buildings		x		Conduit runs to building or foundation perimeter by Env. Connecting power to building main panels by others
<b>Low voltage systems (FA, Data, Phone, Security etc)</b>		x		<b>NOTE: Extent of Enviroplex interaction with low voltage systems is installation of wall drops, stubbed to the attic (3/4" conduit). No devices, attic conduit, backboards or anything else involved with low voltage infrastructure is included. No exceptions. These drops must appear on the Enviroplex approved plans. Architect or other plans inserted in the DSA approved plan set which Enviroplex did not have prior to DSA submittal will be by Change Order. No exceptions.</b>
J-boxes, wall mounted (conduit stubs to attic)	x			Wall mounted j-boxes with conduit runs to above ceiling level only. All other low voltage components and conduits by others
Backboards (fire rated or other) for mounting of low voltage panels or other devices		x		
Attic (above ceiling) mounted equipment (including conduit, raceways, boxes and devices)		x		
Terminal cabinets for any low voltage systems		x		
<b>Plumbing and restrooms</b>				
Plumbing fixture counts per plan	x			See pricing matrix
Hose bibs			x	
Mirrors and ADA grab bars			x	
Restroom accessories (paper and soap dispensers etc)			x	
Water chlorination testing		x		
Plumbing waste and service tie-in from site to buildings		x		Plumbing stubs will terminate within 6" of building footprint
Any type of plumbing beyond 6" of building footprint		x		
<b>Interior finishes</b>				
Wall finish	x			Standard Enviroplex tack panel throughout
Partition wall (operable, Hufcor or equal)			x	
Floor	x			Concrete pour in pan; sealant
Sheet Vinyl			x	

ENVIROPLEX SCOPE OF WORK  
AND EXCLUSIONS

Structure, Component or System	Env	Owner	N/A	Notes
Ceiling tile: Armstrong 2910			x	
<b>Casework</b>				
Casework	x			Per pricing matrix
<b>Sprinkler System</b>				
Sprinkler System			x	From riser in to building only. No site infrastructure. Minimum requirements for system as quoted: 2500 GPM @ 20 PSI. Fire hydrant with 1500 GPM located within 400 ft of building.
<b>Miscellaneous</b>				
Building basic operational checks (electrical, HVAC etc)	x			
Utility tie in of any kind (including downspouts, landing of electrical power in the panels, plumbing, low voltage and any other site connections to the building)		x		
Formal commissioning programs or checklists			x	
Re-keying		x		All locks will arrive keyed to Enviroplex construction master key. Re-keying services and cores by Owner
Fire extinguishers per plan	x			
Teaching Wall			x	
8x4 wall mounted white boards (2) per classroom	x			Total (2@16x4)
Lighted exit signs per code			x	Only if required per code
Panic hardware per code			x	Only if required per code
Signage		x		
Walk off mats			x	
Clock / speaker system (Other than electric rough-in)		x		
Projectors or screens			x	
Furniture or appliances		x		
Cleaning (final cleaning including vacuuming and waxing of floor)		x		Enviroplex provides a rough clean only which consists of a scrap out and a light sweep out only
Window coverings (mini blinds etc)			x	
Lockers			x	

<b>Logistics / site issues</b>				
Shipping (permits, trucking and pilots)	x			
Staging		x		Site to be clear for staging to the maximum extent possible. Off site staging by CO as needed
Crane services	x			
Installation	x			
Portable toilets		x		
Trash bins (for Env and Env sub's use only)	x			
Equipment rental (forklift, manlift etc)	x			
Site power		x		Site power or generator is required for building install
Fresh water		x		Needed for stucco and other site tasks
Construction fencing / or other security		x		
Vandalism repair (including graffiti)		x		Env will make every effort to secure building as soon as possible, but is not responsible for vandalism once the modules are on Owner property.
Trench plates		x		
Unobstructed site access		x		A clear and unobstructed site, with safe access, is needed for foundation work, staging and installation of the buildings. Env is not responsible for any aspect of providing this access. Env is not responsible for damage to existing flatwork, AC or any other surface that must be traversed by a crane or trucks.
Punch list duration		x		Owner to provide two calendar weeks of normal workday access between punch list generation and building occupancy. Overtime, lodging etc needed due to early occupancy may result in CO.
Termite treatment			x	
Overhead clearance (crane)		x		Overhead obstructions (power lines, other lines etc) that need to be de-energized or removed are by Owner.
SWPPP		x		
Dust control		x		

**ENVIROPLEX SCOPE OF WORK  
AND EXCLUSIONS**

Structure, Component or System	Env	Owner	N/A	Notes
Labor Union requirements or PLA			x	Enviroplex is not signatory to any Labor Unions and may or may not use Union subcontractors, including on site, at our discretion.
Certified payroll and payment of prevailing wage for specified work performed at the site (if required by law)	x			
<b>END OF LIST</b>				

- 
- B. The City of Menlo Park limits construction activity to the hours of M-F 8am to 6pm. No weekend noise is allowed. Construction is not permitted on Holidays.

**1.09 Owner Occupancy**

- A. Owner will fully occupy adjacent premises for the conduct of normal operations. Contractor shall cooperate with Owner to minimize conflict, and to facilitate Owner's operations.
  - 1. Owner shall provide alternate parking locations for duration of project.
  - 2. Contractor shall provide control of Work Zone to prevent parking by public.
- B. Provide all necessary temporary utility connections including, but not limited to:
  - 1. Water
  - 2. Sewer
  - 3. Electricity
  - 4. Telephone
  - 5. Data
  - 6. Clock Speaker
  - 7. Intrusion Alarm
  - 8. Fire Alarm
- C. Shut downs shall be coordinated with the District at least one week in advance. Once a date and time period has been determined in consultation with the District, Inspector and Architect; Contractor shall notify all of these parties in writing of the shut down schedule.
  - 1. Refer to Division 01140: Work Restrictions section for other requirements.

**1.10 PIGGYBACKING: COOPERATIVE PURCHASING/OTHER AGENCY**

It is the intent of the Las Lomas School District that other Public School Districts, Community College Districts and public agencies throughout the State of California (listed herein, but not limited to) may purchase identical items at the same unit price(s) subject to the same terms and conditions, pursuant to Public Contract Code Sections 20118 and 20652. Building freight/shipping charges are included in the bid prices for the Las Lomas School District only. Additional freight/shipping charges that may be required by other agencies are outside the scope of the base bid. Furthermore, additional charges are due to site conditions that may apply and are also outside the scope of the base bid. The Las Lomas School District waives its rights to require other Districts to draw their warrants in favor of this District and authorizes each District to make payment directly to the successful bidder.

**1.11 Piggyback Pricing**

The prices set forth in this Bid Proposal Form which the District shall pay the Contractor, are to remain firm until January 16 2016. Adjustments, if approved by the District, for subsequent years may be adjusted quarterly beginning in January 2016, pursuant to the following formula provided the Contractor submits a request to the District for a price adjustment in writing no later than July 1, 2016. The price adjusted shall be no more than a 2% increase escalation every 6 months beginning July 1, 2016 and again January 1, 2017 and every 6 months afterwards.



ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

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SUBJECT: Approve Appointment of 2016-2017 Expulsion Hearing Panel

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

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**Background:**

In order to provide consistency in recommendations for the expulsion of students an administrative hearing panel needs to be appointed annually.

**Status:**

Administrative staff requests the Board approve the appointment of the following individuals as the 2016-2017 Expulsion Hearing Panel for cases where parents invoke their right to a hearing in lieu of agreeing to a stipulated expulsion:

Beth Davidson, Spring View Middle School Principal  
Justin Cutts, Whitney High School Principal  
Kathy Goddard, Cobblestone Elementary School Principal  
Dave Stewart, Rocklin High School Principal (alternate)

**Presenter(s):**

Martin Flowers, Director Secondary Programs and School Leadership

**Financial Impact:**

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

**Materials/Films:**

None

**Other People Who Might Be Present:**

N/A

**Allotment of Time:**

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

**Packet Information:**

None

**Recommendation:**

Staff recommends approval of Beth Davidson, Justin Cutts, Kathy Goddard and Davis Stewart (alternate) to be appointed as the Expulsion Hearing Panel for the 2016-2017 school year.



ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

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**SUBJECT:** Approve Memorandum of Understanding (MOU) Between the Rocklin Unified School District (RUSD) and Rocklin Academy (RA), Rocklin Academy 2 (RA 2) & Western Sierra Collegiate Academy (WSCA); Approve Annual Facilities Use & Fee Agreements and MOU for Special Education Use of Facilities Between the Rocklin Unified School District (RUSD) and Rocklin Academy (RA) and Rocklin Academy (RA 2) for 2016-17.

**DEPARTMENT:** Office of the Deputy Superintendent, Business and Operations

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**Background:**

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

**Facilities Use & Fee Agreement:** These documents and attachments explain the allocated use of district facilities and the calculations of the facilities use fees and operational service charges for the 2016-17 school year as agreed to in the Long Term Housing Agreement with RA and RA 2.

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

**Status:**

The following is a list of changes of noteworthiness in the language in the MOU documents other than date changes:

Section 2.C. Revised the revolving cash fund not to exceed amount from \$8,000 for each charter school to an aggregate of \$25,000 for all four of Rocklin Academy Corporation's charter schools combined. (The District will review the check register at least annually to verify that the purchasing procedures are not circumvented.)

Section 3: Revised the formula to calculate the 1% oversight fee to state that it shall be 1% of the Local Control Funding Formula (LCFF) – base revenues (in prior years it was 1% of total LCFF revenues, including supplemental revenues).

Section 12: Eliminated the principal's authorization to reflect current practice ... only the Executive Director may grant preliminary approval for purchase orders of an amount less than \$10k.

Section 12: Added clarifying language "All purchase orders for individual items, projects or services over \$15k must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services...".

There were no language changes in the Facilities Use Agreements with Rocklin Academy and Rocklin Academy 2 - only date changes and updated estimated costs.

There was no change in the MOU for special ed facilities use at Rocklin Elementary. At Ruhkala, staff of both entities agreed to trade spaces to better serve both schools.

Representatives of the entities have reviewed and agreed to the attached MOUs and Facilities Use & Fee Agreements for 2016-17. Rocklin Academy held a board meeting on July 18, 2016 and approved all of the attached documents.

**Presenter:**

Barbara L. Patterson, Deputy Superintendent, Business & Operations

**Financial Impact:**

Current year: Approximately \$277,633.06 for RA and \$130,896.98 for RA 2 and \$60,741.00 for WSCA.  
Future years: N/A  
Funding source: Local

**Materials/Films:**

None

**Other People Who Might Be Present:**

None

**Allotment of Time:**

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

**Packet Information:**

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

**Recommendation:**

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

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
ROCKLIN UNIFIED SCHOOL DISTRICT AND  
THE ROCKLIN ACADEMY  
2016-17

RECITALS

**CHARTER GRANTED TO ROCKLIN ACADEMY CHARTER SCHOOL**

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

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

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

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

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

**PURPOSE OF THIS AGREEMENT**

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

**1. TERM**

This agreement shall govern the 2016-17 fiscal year, July 1, 2016 - June 30, 2017. The Academy and District intend to use this agreement as the basis for developing similar understandings in future fiscal years, and both parties agree to meet and discuss the

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

On or before April 15, 2017, the Academy will present a tentative list, including students' names, grade levels, addresses and home school, of those students who will attend the Academy in August 2017.

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

## 2. ACADEMY FINANCES:

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

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

C. The Academy will reconcile The Academy's ledger(s) with its account in an approved banking institution or in the County Treasury on a monthly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement. The President of The Academy Board and Chair of the Finance committee will regularly review these statements. A "revolving" cash fund, not to exceed an aggregate \$25,000 for all four charter schools under Rocklin Academy Family of Schools (\$100 may be petty cash) may be established with an appropriate ledger to be reconciled monthly by an onsite staff member, designated by the Academy Board, who shall not be authorized to expend petty cash.

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

E. The Academy must notify the District if it determines to secure loans apart from normal state subventions for charter schools, upon application, or renewal and prior to disbursement of funds. The potential lender(s) must be notified, in writing, with a copy to the District, that the District is not a party to the proposed loan, and that the District

bears no responsibility for the repayment of the loan. Further, the Academy agrees to communicate with the District, prior to the finalization of the loan agreement. This communication with the District will provide information regarding the details of the loan, including the repayment schedule, the impact on the current operating budget and the multiyear financial plan. If the District determines, at any time in the loan application/repayment schedule, that the Academy is in danger of default, the District may notify the Academy of the possibility of revocation.

### 3. COMPENSATION TO DISTRICT FOR SUPERVISORIAL OVERSIGHT

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

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

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

From funds reserved pursuant to this paragraph, the Academy shall pay the District amounts needed to reimburse the District for its reasonably necessary oversight expenses, not to exceed one percent of the revenues listed above. The District shall invoice the Academy by September 15<sup>th</sup> for the prior year for these costs. Payments made after 30 days from receipt of invoice will be subject to interest charges of 10% per

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7/14/2016

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

#### 4. FACILITIES AND RELATED COSTS

##### MAJOR FACILITIES MAINTENANCE AND REPLACEMENT COSTS

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

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

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

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

Detailed information about facility and related costs and major maintenance contribution cost calculations are contained in another document mutually agreed to by the  
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2016-17 Final.docx  
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Academy and the District, entitled Facilities Use Agreement for Fiscal Year 2016-17 Between Rocklin Unified School District and Rocklin Academy Charter fully incorporated by reference herein.

#### 5. FURNISHINGS AND EQUIPMENT

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

#### 6. TRANSPORTATION

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

#### 7. SPECIAL EDUCATION SERVICES

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

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

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

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

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

#### 8. FOOD SERVICES

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

## 9. DATA REPORTING

### A. AVERAGE DAILY ATTENDANCE

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

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

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

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

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

### B. OTHER DATA

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

### C. FINANCIAL REPORTING

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

- 1) A budget for the upcoming fiscal year showing estimated revenues and expenditures based on identified and reasonable assumptions before July 1.



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

## 10. ANNUAL FISCAL AUDIT

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

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

## 11. ANNUAL EMPLOYMENT CERTIFICATIONS

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

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

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

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

## 12. FISCAL ACCOUNTABILITY

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

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

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

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

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

All transactions will be posted in the general ledger in the Escape software that the Academy uses..

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

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

### 13. INSURANCE

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

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

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

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

#### 14. FINGERPRINT AND CRIMINAL RECORD SUMMARY SERVICES

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

#### 15. STATEMENT OF FACTS ROSTER

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

#### 16. PUBLIC RECORDS ACT

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

#### 17. CONSTRUCTION AND SEVERABILITY

##### A. AMENDMENTS

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

##### B. SEVERABILITY

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

### C. DISPUTE RESOLUTION

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

### D. TERMINATION FOR CAUSE

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

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

### 18. CONFLICTS

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

### 19. NONDISCRIMINATION

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

### 20. ASSIGNMENT

This Agreement shall not be assigned without the written consent of the other party, provided however, the parties may delegate the performance, but not the responsibility for their respective duties hereunder. As a condition of the renewal of this Agreement,

the Academy, for information purposes only, shall annually submit a list of subcontractors to the District.

**21. ENFORCEMENT**

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

**22. INDEPENDENT CONTRACTOR STATUS**

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

**23. ATTORNEYS FEES**

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

**24. NOTIFICATIONS**

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

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

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

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

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

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7/14/2016

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

MEMORANDUM OF UNDERSTANDING FOR FISCAL YEAR 2016-17  
BETWEEN ROCKLIN UNIFIED SCHOOL DISTRICT AND  
ROCKLIN ACADEMY (RA)  
(RUHKALA)

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

Psychologists }  
Speech        }  
RSP            } Classroom 6  
OT/PT        }

Nursing                      RA's administration office

Adaptive PE                Rainy day space

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

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Roger Stock, Superintendent  
Rocklin Unified School District

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



## Facilities Use Agreement for Fiscal Year 2016-17 between Rocklin Unified School District and Rocklin Academy Charter

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

### **1. Teaching Space:**

- a. Per Long Term Housing Agreement.

### **2. Non Teaching Space**

#### **a. Exclusive Use:**

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

#### **b. Shared Space:**

- i. The following shared space will be available to the Academy as per the Long-Term Housing Agreement:
  1. For the 2016-17 school year, – the Academy will not be using the computer lab.
  2. For the 2016-17 school year, the Academy will not be using the VAPA classroom.
  3. For the 2016-17 school year, the Academy will not be using the library.
  4. Space utilization for special education purposes will be defined in a separate memorandum of understanding as agreed to by representatives of both parties.
  5. Bathrooms will be shared, and will be open for all children when the school is open and school sponsored activities are occurring.
  6. Multi-purpose room and stage = 40 minutes a day for lunch. The Academy staff will be responsible for supervising its students during the lunch period and is responsible for following all District policies and procedures in the use of this facility.

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

### **3. Facilities Use Costs**

- a. The pro rata share amount will be calculated using actual facilities cost of the 2015-16 fiscal year and will be based upon the number of classrooms used by the Academy compared to the total number of all classrooms on the Ruhkala campus, excluding the computer lab, multiplied by the total square footage of buildings on the Ruhkala school site. It will be calculated once the District's books are closed. For budgeting purposes, the pro rata annual facilities use charge for the required facilities is estimated to be \$6,270 . See Attachment A.

### **4. Maintenance, Operations and Grounds Costs**

- a. Maintenance, Operations and Grounds Costs will be calculated on District-wide actual costs and charged based upon the number of classrooms used by the Academy to the total number of all classrooms on the Ruhkala campus, excluding the computer lab, multiplied by the total square footage of buildings at Ruhkala compared to the total square footage of buildings district-wide (and for grounds, Ruhkala grounds' square footage compared to district-wide grounds' square footage, excluding blacktop square footage). In addition the Academy agrees to pay 50% of an additional 8 hour custodian position. For budgeting purposes, the Academy's share of the costs is estimated to be \$200,199 See Attachment A. Charges based on actual costs will be billed.

## **5. Major Maintenance**

- a. The pro rata share amount for general major maintenance will be calculated at \$80 per 2015-16 P-2 ADA. The estimated amount is \$29,409 . See Attachment A.
- b. The District agrees that all funds contributed by the Academy to the major maintenance account are to be deposited in a dedicated and restricted account for major maintenance repairs only.
- c. Annually, the District agrees to provide a list, with costs, of those projects completed in the District no later than September 15th of the subsequent year.
- d. If the District makes a budget transfer from the major maintenance account to another fund, the Academy will receive a proportional reduction of their contribution.

## **6. Computers, Furnishings and Equipment**

- a. The Academy shall comply with the District's policies regarding operation and maintenance of the school facility, furnishings and equipment.
- b. The pro rata share amount of network and technology infrastructure support will be calculated based on the salaries and benefits of the system engineer team and administrative staff charged based on enrollment of the Academy to total enrollment of the Academy and the District. For budgeting purposes, the Academy's share of the costs is estimated to be \$21,350. See Attachment A. Charges based on actual costs will be billed.

## **7. Payment for Services, Facilities Use and Operational Charges**

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

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

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

Dated: \_\_\_\_\_ BY \_\_\_\_\_  
Robin Stout on behalf of the Rocklin Academy Charter School

**ATTACHMENT A**  
**Rocklin Academy Facilities Requirements for 2016-17**  
**RAC-I @ RUHKALA ELEMENTARY SCHOOL**  
**2016-17 - Budget**  
**Including additional Classroom #10**  
**Using Actual 2015-16 F&E Expenses & Encumbrances @ 4/8/16**  
(Using OB17-01 + OB17-02 + OB17-03)

	Number of classrooms for facilities fee calc.	Number of classrooms for M&O, and other services	% of total classrooms used*
Ruhkala	0	0	
Rocklin Academy	19	19	55.88%
*Total excludes Computer Lab	15	15	44.12%
	34	34	100%

Total Square footage of Ruhkala Elementary	59,216	
RAC's % use	44.12%	% of total classrooms used for facilities use charge
	26,125	44.12%

Estimated Cost per square foot districtwide	0.24		
		<b>Total Classrooms at Ruhkala (Includes SDC room used as regular classroom by RUSD, VAPA room and RSP room not used by RAC)</b>	35
		Less classrooms used for RAC Admin-Rm 1 & 5	(2)
		Add portable room L (previously preschool) now used by Rocklin Unified School District for regular classroom	1
		<b>Total classrooms used as regular classrooms*</b>	34
		* excludes Computer Lab	
<b>Facilities Use Costs for Ruhkala</b>	<b>\$ 6,269.93</b>		

Est Actual facilities costs for 2014-15:			Buildings Square Footage:		
General Fund only:	object:		Districtwide	1,258,271	
Debt Service:	7438	\$ -	Ruhkala	59,216	4.71%
	7439	-			
Total debt service		-			
			Grounds (excluding blacktop areas) Square Footage:		
Furniture and Equip.	4400	300,990	Districtwide	3,627,670	
			Ruhkala	90,000	2.48%
Total estimated capital facilities costs in general fund		\$ 300,990			
Total square footage of district				1,258,271	
Estimated Cost per square foot		\$ 0.24			

**ATTACHMENT A**  
**Rocklin Academy Facilities Requirements for 2016-17**  
**RAC-I @ RUHKALA ELEMENTARY SCHOOL**  
**Operational Charges**  
**2016-17 - Budget**  
**Including additional Classroom #10**  
**Using Actual 2015-16 F&E Expenses & Encumbrances @ 4/8/16**  
(Using OB17-01 + OB17-02 + OB17-03)

Ruhkala	Total costs	RAC's % of Square		RAC's Share of	
		Footage	RAC's % use	Costs	Costs
Custodial Sal/Ben	\$ 3,236,962		4.71%	44.12%	\$ 67,265.75
8 hr Custodian	60,298			50.00%	30,149.00
Grounds Sal/Ben	1,012,607		2.48%	44.12%	11,079.70
Maintenance Sal/Ben	634,715		4.71%	44.12%	13,189.71
Custodial Non Sal Exp	12,111			44.12%	5,343.37
Grounds Non Sal Exp	2,924			44.12%	1,290.07
Maintenance Non Sal Exp	25,678			44.12%	11,329.13
<b>Utilities:</b>					
Electricity	78,640			44.12%	34,695.97
Water / Gas	20,560			44.12%	9,071.07
Sewer / Garbage	16,350			44.12%	7,213.62
Internet Usage net of E-rate funding/Content Filter	6,283			44.12%	2,772.06
Security	1,200			44.12%	529.44
<b>Total Estimated Costs</b>	<b>\$ 5,108,328</b>				<b>\$ 193,928.90</b>

**Summary of required facilities costs at Ruhkala** \$ 6,269.93  
**Summary of Operational Charges at Ruhkala** \$ 193,928.90

**Total costs for facilities and operations** \$ 200,198.83

**Summary of additional Costs:**

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

**Network & Technology Infrastructure Support**

Tech Services Salary & Benefits \$ 667,201  
RAC-I % (Based on Enrollment) 3.20%  
**\$ 21,350.43**

**Use of Computer Lab:**

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

**Major Maintenance:**

ADA 367.61  
x  
\$80 per ADA \$ 80  
Major Maint Charge to RAC \$ 29,408.80  
**TOTAL RAC-I (Facilities/Operations Costs & Add'l Costs) \$ 250,958.06**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
ROCKLIN UNIFIED SCHOOL DISTRICT AND  
THE ROCKLIN ACADEMY 2  
2016-17**

**RECITALS**

**CHARTER GRANTED TO ROCKLIN ACADEMY 2 CHARTER SCHOOL**

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

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

WHEREAS, the District renewed the charter petition for Rocklin Academy ("Academy") on January 20, 2016 for a term of five (5) years through June 30, 2021; and

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

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

**PURPOSE OF THIS AGREEMENT**

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

**1. TERM**

This agreement shall govern the 2016-17 fiscal year, July 1, 2016 - June 30, 2017. The Academy and District intend to use this agreement as the basis for developing similar understandings in future fiscal years, and both parties agree to meet and discuss the terms of this and future agreements in good faith and in a timely fashion. Both parties agree to make a good faith effort to notify the other party the changes that party seeks

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

On or before April 15, 2017, the Academy will present a tentative list, including students' names, grade levels, addresses and home school, of those students who will attend the Academy in August 2016.

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

## 2. ACADEMY FINANCES:

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

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

C. The Academy will reconcile The Academy's ledger(s) with its account in an approved banking institution or in the County Treasury on a monthly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement. The President of The Academy Board and Chair of the Finance committee will regularly review these statements. A "revolving" cash fund, not to exceed an aggregate \$25,000 for all four charter schools under Rocklin Academy Family of Schools (\$100 may be petty cash) may be established with an appropriate ledger to be reconciled monthly by an on site staff member, designated by the Academy Board, who shall not be authorized to expend petty cash.

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

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



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

### 3. COMPENSATION TO DISTRICT FOR SUPERVISORIAL OVERSIGHT

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

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

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

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

#### 4. FACILITIES AND RELATED COSTS

##### MAJOR FACILITIES MAINTENANCE AND REPLACEMENT COSTS

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

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

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

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

Detailed information about facility and related costs and major maintenance contribution cost calculations are contained in another document mutually agreed to by the Academy and the District, entitled Facilities Use Agreement for Fiscal Year 2016-17 Between Rocklin Unified School District and Rocklin Academy Charter 2, fully incorporated by reference herein.

## 5. FURNISHINGS AND EQUIPMENT

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

## 6. TRANSPORTATION

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

## 7. SPECIAL EDUCATION SERVICES

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

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

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

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

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

## 8. FOOD SERVICES

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

## 9. DATA REPORTING

### A. AVERAGE DAILY ATTENDANCE

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

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

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

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

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

## B. OTHER DATA

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

## C. FINANCIAL REPORTING

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

- 1) A budget for the upcoming fiscal year showing estimated revenues and expenditures based on identified and reasonable assumptions before July 1.
- 2) A revised budget not later than 45 days after the Governor signs the annual Budget Act for that fiscal year.
- 3) Financial reports displaying the financial status of the Academy shall be prepared and submitted to the District based on the CDE calendar for Interim and Final Financial reports and display budgeted revenues and expenditures as compared

with actual figures to date, along with projected year-end figures, by major category of revenue expenditure and will include assumptions made. Financial reports will be submitted to the District in formats established by the county and CDE and similar format to that required for Charter and public schools. Submission of such reports will be made to the District based on County established deadlines.

4) In accordance with Education Code section 42100(b), on or before September 15, the Academy shall approve, in a format prescribed by the Superintendent of Public Instruction, an annual statement of all receipts and expenditures of the Academy for the preceding fiscal year and shall file the statement with the District.

5) The Academy will provide monthly cash flow reports to the District.

#### 10. ANNUAL FISCAL AUDIT

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

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

#### 11. ANNUAL EMPLOYMENT CERTIFICATIONS

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

- a. All employees have had TB clearance within four years or as required by law.

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

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

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

## 12. FISCAL ACCOUNTABILITY

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

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

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

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

All transactions will be posted in the general ledger in the Escape software that the Academy uses.

All purchase orders for individual items, projects, or services over \$15,000 must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services (e.g. contacting at least 3 vendors for quotes). The Academy Board

shall not approve purchase orders or check requests lacking such documentation. Documentation shall be attached to all such purchase order requests.

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

### 13. INSURANCE

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

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

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

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

### 14. FINGERPRINT AND CRIMINAL RECORD SUMMARY SERVICES

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

paragraph. Academy shall make employee fingerprint verification information available to the District upon request.

#### 15. STATEMENT OF FACTS ROSTER

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

#### 16. PUBLIC RECORDS ACT

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

#### 17. CONSTRUCTION AND SEVERABILITY

##### A. AMENDMENTS

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

##### B. SEVERABILITY

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

##### C. DISPUTE RESOLUTION

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

##### D. TERMINATION FOR CAUSE

The District may terminate the services provided pursuant to this Agreement upon failure of the Academy to respond in writing within thirty (30) days after the receipt by



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

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

#### 18. CONFLICTS

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

#### 19. NONDISCRIMINATION

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

#### 20. ASSIGNMENT

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

#### 21. ENFORCEMENT

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

#### 22. INDEPENDENT CONTRACTOR STATUS

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

**23. ATTORNEYS FEES**

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

**24. NOTIFICATIONS**

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

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

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

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

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

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

MEMORANDUM OF UNDERSTANDING SPECIAL EDUCATION USE OF  
FACILITIES FOR FISCAL YEAR 2016-17  
BETWEEN ROCKLIN UNIFIED SCHOOL DISTRICT AND  
ROCKLIN ACADEMY 2 (RA2)  
(ROCKLIN ELEMENTARY)

- IEP Meeting Space.      Small conference room in office to be scheduled through front office.
- Psychologists.            Up to one half (1/2) day/week. Use room on a scheduled basis. Keep files in RA2's administrative area, not psych office.
- RSP.                        Room 37 or Room 11. RA2 provides instructional materials and storage.
- Nursing                    It is a portable activity and does not require a specialized space. Schedule psychologist's office for this purpose.
- OT/PT                      Schedule Room 11 for OT space (Room next to Psych's office)
- Speech                     One day a week or equivalent in OT Room.

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

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

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Roger Stock, Superintendent  
Rocklin Unified School District

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

## Facilities Use Agreement for Fiscal Year 2016-2017 between Rocklin Unified School District and Rocklin Academy 2 Charter

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

### **1. Teaching Space:**

- a. Per Long Term Housing Agreement.

### **2. Non Teaching Space**

#### **a. Exclusive Use:**

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

#### **b. Shared Space:**

- i. The following shared space will be available to the RA2 as per the Long-Term Housing Agreement:

1. For the 2016-17 school year, – RA2 will not be using the computer lab.
2. For 2016-17 , the RA2 will not be using the VAPA classroom.
3. For 2016-17, the RA2 will not be using the library.
4. Space utilization for special education purposes will be defined in a separate memorandum of understanding as agreed to by representatives of both parties.
5. Bathrooms will be shared, and will be open for all children when the school is open and school sponsored activities are occurring.
6. Multi-purpose room and stage = 20 - 40 minutes a day for lunch. The RA2 staff will be responsible for supervising its students during the lunch period and is responsible for following all District policies and procedures in the use of this facility.
7. Playground = 45 minutes a day for recess, and 20 minutes for lunch recess. The RA2 staff will be responsible for

supervision of its students during its use of the playground and field areas.

8. Access for other times during the school day and school year, when specialized space is not allocated by District formula, will be on a pro-rata basis. Access to specialized space during the school day and school year will not be subject to additional fees or costs.
9. Access to the rainy day P.E. room will be scheduled by the two principals for rainy day use.
10. Storage space – This will be determined at a later date.

### **3. Facilities Use Costs**

- a. The pro rata share amount will be calculated using actual facilities cost of the 2015-16 fiscal year and will be based upon the number of classrooms used by the RA2 compared to the total number of all classrooms used as classrooms on the Rocklin Elementary campus, excluding the computer lab, and the RSP room, multiplied by the total square footage of buildings on the Rocklin Elementary school site. It will be calculated once the District's books are closed for 2015-16. For budgeting purposes, the pro rata annual facilities use charge for the required facilities is estimated to be \$3,182.84. See Attachment A.

### **4. Maintenance, Operations and Grounds Costs**

- a. Maintenance, Operations and Grounds Costs will be calculated on District-wide actual costs and charged based upon the number of classrooms used by the RA2 to the total number of all classrooms used as classrooms on the Rocklin Elementary campus, excluding the computer lab and the RSP room, multiplied by the total square footage of buildings at Rocklin Elementary compared to the total square footage of buildings district-wide (and for grounds, Rocklin Elementary grounds' square footage compared to district-wide grounds' square footage, excluding blacktop square footage). In addition RA2 agrees to pay 25% of an additional 8 hour custodian position. For budgeting purposes, the RA2's share of the costs is estimated to be \$90,093. See Attachment A. Charges based on actual costs will be billed.

### **5. Major Maintenance**

- a. The pro rata share amount for general major maintenance will be calculated at \$80 per 2015-16 P-2 ADA. The estimated amount is \$14,245. See Attachment A.

- b. The District agrees that all funds contributed by RA2 to the major maintenance account are to be deposited in a dedicated and restricted account for major maintenance repairs only.
- c. Annually, the District agrees to provide a list, with costs, of those projects completed in the District no later than September 15th of the subsequent year.
- d. If the District makes a budget transfer from the major maintenance account to another fund, the Academy will receive a proportional reduction of their contribution.

**6. Computers, Furnishings and Equipment**

- a. The RA2 shall comply with the District's policies regarding operation and maintenance of the school facility, furnishings and equipment. The pro rata share amount of network and technology infrastructure support will be calculated based on the salaries and benefits of the system engineer team and administrative staff charged based on enrollment of the Academy to total enrollment of the Academy and the District. For budgeting purposes, the Academy's share of the costs is estimated to be \$10,008. See Attachment A. Charges based on actual costs will be billed.

**7. Payment for Services, Facilities Use and Operational Charges**

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

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

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

Dated: \_\_\_\_\_ BY \_\_\_\_\_

**Robin Stout on behalf of the Rocklin Academy Charter School II**

**ATTACHMENT A**  
**Rocklin Academy 2 Facilities Requirements for 2016-17**  
**ROCKLIN ELEMENTARY SCHOOL**  
**2016-17 Budget**

**Using Actual 2015-16 F&E Expenses @ 4/8/16**  
**(Using OB17-01 + OB17-02 + OB17-03)**

	Number of classrooms for Major Maintenance calc.	Number of classrooms for M&O and Facility Use	% of total classrooms used*
Rocklin Elementary	26	26	78.79%
Rocklin Academy 2	7	7	21.21%
		0	
*Total excludes RSP, SDC and VAPA rooms	33	33	100%
	% of classrooms for Deferred Maintenance calc.	% of classrooms for M&O and Facility Use	
	21.21%	21.21%	

**CUSTODIAL: Total Square footage of Rocklin Elementary** 62,520  
**RAC's % use** 21.21%  
 \_\_\_\_\_ 13,262

Estimated Cost per square foot districtwide

**Total Classrooms at Rocklin (includes science room and ELD room used by RUSD and Rm 39 (K)-RAC** 37  
 Computer Lab (1)  
 Less Rm 18-RSP (1)  
 Less classrooms used for psych/ OT/speech/and custodian (Rm 11) (1)  
 Less Rm 39-RAC (K) (1)

**Facilities Use Costs for Rocklin Elem.**

**\$ 3,182.84**

**Total classrooms used as regular classrooms\* 33**  
 \* excludes RSP rooms

**Actual facilities costs for 2012-13:**

**General Fund only:**

Debt Service:

7438 \$  
 7439

object:

**Buildings Square Footage:**

Districtwide 1,258,271  
 Rocklin Elem. 62,520  
 \_\_\_\_\_ 4.97%

Total debt service

-

**Grounds (excluding blacktop areas) Square Footage:**

Districtwide 3,627,670  
 Rocklin Elem. 180,000  
 \_\_\_\_\_ 4.96%

Furniture and Equip.

4400 300,900

Total estimated capital facilities costs in general Fd

\$ 300,900

Total square footage of district

1,258,271

Estimated Cost per square foot

\$ 0.24



**ATTACHMENT A**  
**Rocklin Academy 2 Facilities Requirements for 2016-17**  
**ROCKLIN ELEMENTARY SCHOOL**  
**Operational Charges**  
**2016-17 Budget**

**Using Actual 2015-16 F&E Expenses @ 4/8/16**  
**(Using OB17-01 + OB17-02 + OB17-03)**

Rocklin Elem.	Total costs	Rocklin Elem.'s % of Square Footage	RAC 2's % use	RAC 2's Share of Costs
Custodial Sal/Ben	\$ 3,236,962	4.97%	21.21%	\$ 34,122.01
8 hr Custodian	48,920		25.00%	12,230.00
Grounds Sal/Ben	1,012,607	4.96%	21.21%	10,652.79
Maintenance Sal/Ben	634,715	4.97%	21.21%	6,690.77
Custodial Non Sal Exp	12,787		21.21%	2,712.12
Grounds Non Sal Exp	5,848		21.21%	1,240.36
Maintenance Non Sal Exp	27,111		21.21%	5,750.24
Utilities:				
Electricity	40,980		21.21%	8,691.86
Water / Gas	11,360		21.21%	2,409.46
Sewer / Garbage	18,890		21.21%	4,006.57
Internet Usage net of E- rate funding	6,283		21.21%	1,332.62
Security	1,200		21.21%	254.52
<b>Total Estimated Costs</b>	<b>\$ 5,057,663</b>			<b>\$ 90,093.32</b>

<b>Summary of required facilities costs at Rocklin Elem.</b>	<b>\$ 3,182.84</b>
<b>Summary of Operational Charges at Rocklin Elem.</b>	<b>\$ 90,093.32</b>
<b>Total costs for facilities and operations</b>	<b>\$ 93,276.16</b>

**Summary of additional Costs:**

<b>Agreed upon annual donation for Library Books</b>	\$	-	NO Library in 2015-16
Library Aide Salary & Benefits per agreement	\$	-	NO Library in 2015-16

**Network & Technology Infrastructure Support**

Tech Services Salary & Benefits	\$ 667,201		
RAC-II % (Based on Enrollment)	1.50%		
		\$	10,008.02

**Use of Computer Lab:**

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

**Major Maintenance:**

ADA	178		
x			
\$80 per ADA	\$ 80		
Major Maint Charge to RAC-2	\$	14,244.80	
<b>Total RAC-II (Facilities/Operations Costs &amp; Additional Costs)</b>	<b>\$</b>	<b>117,528.98</b>	

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
ROCKLIN UNIFIED SCHOOL DISTRICT AND  
WESTERN SIERRA COLLEGIATE ACADEMY  
2016-17**

**RECITALS**

**CHARTER GRANTED TO WESTERN SIERRA COLLEGIATE ACADEMY**

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

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

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

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

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

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

**PURPOSE OF THIS AGREEMENT**

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

**1. TERM**

This agreement shall govern the 2016-17 fiscal year, July 1, 2016 - June 30, 2017 WSCA and District intend to use this agreement as the basis for developing similar

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

On or before April 15, 2017, WSCA will present a tentative list, including students' names, grade levels, addresses and home school, of those students who will attend WSCA in August 2017.

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

## 2. ACADEMY FINANCES

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

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

C. WSCA will reconcile WSCA's ledger(s) with its account in an approved banking institution or in the County Treasury on a monthly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement. The President of WSCA Board and Chair of the Fiscal committee will regularly review these statements. A "revolving" cash fund, not to exceed an aggregate \$25,000 for all four charter schools under Rocklin Academy Family of Schools (\$100 may be petty cash) may be established with an appropriate ledger to be reconciled monthly by an onsite staff member, designated by WSCA Board, who shall not be authorized to expend petty cash.

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

E. WSCA must notify the District if it determines to secure loans apart from normal state subventions for charter schools, upon application, or renewal and prior to disbursement of funds. The potential lender(s) must be notified, in writing, with a copy to the District, that the District is not a party to the proposed loan, and that the District

bears no responsibility for the repayment of the loan. Further, WSCA agrees to communicate with the District, prior to the finalization of the loan agreement. This communication with the District will provide information regarding the details of the loan, including the repayment schedule, the impact on the current operating budget and the multiyear financial plan. If the District determines, at any time in the loan application/repayment schedule, that WSCA is in danger of default, the District may notify WSCA of the possibility of revocation.

### 3. COMPENSATION TO DISTRICT FOR SUPERVISORIAL OVERSIGHT

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

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

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

WSCA shall reserve within its budget one percent of its revenues received. These revenues shall be defined as those provided through the LCFF – base revenues.

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

#### 4. OTHER FEES

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

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

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

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

#### 5. FACILITIES AND RELATED COSTS

##### MAJOR FACILITIES MAINTENANCE AND REPLACEMENT COSTS

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

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

## 6. TRANSPORTATION

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

## 7. SPECIAL EDUCATION SERVICES

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

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

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

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

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

## 8. FOOD SERVICES

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

## 9. DATA REPORTING

### A. AVERAGE DAILY ATTENDANCE

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

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

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

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

#### B. OTHER DATA

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

#### C. FINANCIAL REPORTING

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

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

#### 10. ANNUAL FISCAL AUDIT

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

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

## 11. ANNUAL PERFORMANCE REPORT

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

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



- g. Other information regarding the educational program and the administrative, legal, and governance operations of the school relative to compliance with the terms of the Charter generally.

## 12. ANNUAL EMPLOYMENT CERTIFICATIONS

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

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

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

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

## 13. FISCAL ACCOUNTABILITY

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

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

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

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

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

All transactions will be posted in the general ledger in the Escape software that WSCA uses.

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

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

#### 14. INSURANCE

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

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

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

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

#### 15. FINGERPRINT AND CRIMINAL RECORD SUMMARY SERVICES

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

#### 16. STATEMENT OF FACTS ROSTER

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

#### 17. PUBLIC RECORDS ACT

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

#### 18. CONSTRUCTION AND SEVERABILITY

##### A. AMENDMENTS

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

##### B. SEVERABILITY

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

##### C. DISPUTE RESOLUTION

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

#### 19. CONFLICTS

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

#### 20. NONDISCRIMINATION

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

#### 21. ASSIGNMENT

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

#### 22. ENFORCEMENT

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

#### 23. INDEPENDENT CONTRACTOR STATUS

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

#### 24. ATTORNEYS FEES

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

**25. NOTIFICATIONS**

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

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

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

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

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

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

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

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**SUBJECT:** Resolution 16-17-03 – Rocklin Unified School District Approving the Community Facilities District (CFD) No. 1, Community Facilities District (CFD) No. 2 and Community Facilities District (CFD) No. 3 Tax Reports for Fiscal Year 2015-16 and Levying and Apportioning the Special Tax for Fiscal Year 2016-17 as Provided Therein.

**DEPARTMENT:** Office of the Deputy Superintendent, Business and Operations

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**Background:**

Each year, in order to levy and collect the special taxes to meet bond obligations for the Community Facilities Districts, a Special Tax requirement review and calculation must be performed to determine Special Tax Revenues for each Community Facilities District which is presented in the form of a Special Tax Report.

**Status:**

Economic Planning Systems has prepared the CFD Tax Reports for 2016-17 which are included in the Board Packet. To meet bond obligations, the district will seek Maximum Special Tax Revenues from CFD No. 1, CFD No. 2 and CFD No. 3 from veteran and non-veteran developed units and 25% of the Maximum Special Tax from undeveloped – approved units (also known as final map units). The district will not need to levy the back-up tax – 75% of the maximum Special tax on undeveloped-approved units to meet the fiscal year 2016-17 special tax requirement.

**Presenter:**

Barbara Patterson, Deputy Superintendent, Business & Operations

**Financial Impact:**

Current year: \$8,402,600.71  
Future years: N/A  
Funding source: N/A

**Materials/Films:**

None

**Other People Who Might Be Present:**

Russ Powell from Economic Planning Systems (EPS)

**Allotment of Time:**

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

**Packet Information:**

A copy of the resolution and the 2016-17 Tax Report.

**Recommendation:**

Staff recommends approval of the tax report and adoption of Resolution 16-17-03 for levying and apportioning the Special Tax for fiscal year 2016-17.

**ROCKLIN UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 16-17-03**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE ROCKLIN UNIFIED SCHOOL DISTRICT APPROVING THE COMMUNITY FACILITIES DISTRICT NO. 1, COMMUNITY FACILITIES DISTRICT NO. 2, AND COMMUNITY FACILITIES DISTRICT NO. 3 TAX REPORT FOR FISCAL YEAR 2016-17 AND LEVYING AND APPORTIONING THE SPECIAL TAX FOR FISCAL YEAR 2016-17 AS PROVIDED THEREIN**

WHEREAS, the Board of Trustees (the "Board") of the Rocklin Unified School District (the "District") has previously established the Rocklin Unified School District Community Facilities District No. 1 (the "CFD No. 1") pursuant to Resolution No. 88-89-13 (the "Resolution"), duly adopted by the Board on October 26, 1988, and the Rocklin Unified School District Community Facilities District No. 2 (the "CFD No. 2") pursuant to Resolution No. 90-91-03 (the Resolution), duly adopted by the Board on August 1, 1990, for the purpose of providing for the financing of certain Facilities in and for the District; and the Rocklin Unified School District Community Facilities District No. 3 (the "CFD No. 3") pursuant to Resolution No. 02-03-16 (the Resolution), duly adopted by the Board on February 5, 2003, for the purpose of providing for the financing of certain Facilities in and for the District; and

WHEREAS, on February 14, 1989, the qualified electors of the CFD No. 1, and on September 4, 1990, the qualified electors of CFD No. 2, and on February 5, 2003, the qualified electors of CFD No. 3, by landowner election, approved the levy of a special tax; and

WHEREAS, pursuant to Resolution No. 88-89-20, adopted by the Board on March 8, 1989, this Board authorized the issuance of \$80,000,000, and pursuant to Resolution No. 90-91-19, adopted by this Board on September 5, 1990, this Board authorized the issuance of \$26,000,000, and pursuant to Resolution No. 02-03-16, adopted by this Board on February 5, 2003, this Board authorized the issuance of \$36,000,000, principal amount of special tax bonds; and

WHEREAS, the bonds and interest therein will be payable from a special tax levied and collected in accordance with the Resolution; and

WHEREAS, on June 14, 1989, the Board enacted an ordinance approving the Rocklin Unified School District Community Facilities District No. 1 special tax and levying the special tax at the rates specified in the CFD No. 1 Rate and Method of Apportionment and apportioning them in the manner specified in the Resolution; and on July 22, 1991, the Board enacted an ordinance approving the Rocklin Unified School District Community Facilities District No. 2 special tax and levying the special tax at the rates specified in the CFD No. 2 Rate and Method of Apportionment and apportioning them in the manner specified in the Resolution; and

WHEREAS, on February 5, 2003, the Board enacted an ordinance approving the Rocklin Unified School District Community Facilities District No. 3 special tax and levying the special tax at the rates specified in the CFD No. 3 Rate and Method of Apportionment and apportioning them in the manner specified in the Resolution; and

WHEREAS, the Rocklin Unified School District Community Facilities District No. 1 Tax Report Fiscal Year 2016-17 (the "2016-17 Tax Report") has been submitted to the Board and the Board has determined to approve the 2016-17 Tax Report; and the



Rocklin Unified School District Community Facilities District No. 2 Tax Report Fiscal Year 2016-17 (the "2016-17 Tax Report") has been submitted to the Board and the Board has determined to approve the 2016-17 Tax Report; and the Rocklin Unified School District Community Facilities District No. 3 Tax Report Fiscal Year 2016-17 (the "2016-17 Tax Report") has been submitted to the Board and the Board has determined to approve the 2016-17 Tax Report, and

WHEREAS, pursuant to Section 53340 of the Government Code of the State of California, the Board is authorized to levy the special tax at the rates specified in the 2016-17 Tax Report, subject to final verification of the taxable parcel data, provided that a certified copy of this Resolution and a list of all parcels subject to the special tax with the 2016-17 Tax Report to be levied on each parcel is filed with the Placer County Auditor-Controller on or before *August 10, 2016*, unless prior written consent is obtained from the Placer County Auditor to file at a date later than *August 10, 2016*,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE ROCKLIN UNIFIED SCHOOL DISTRICT, AS FOLLOWS:

Section 1. The 2016-17 Tax Report, in the form submitted to this meeting and on file with the Board is hereby approved and adopted. The Superintendent of the District, or his designees, are hereby authorized to make changes to the 2016-17 Tax Report before it is filed with the Placer County Auditor as provided in Section 3 and to make changes in response to appeals from taxpayers in order to correct errors in the application of the special tax to particular parcels.

Section 2. Pursuant to Section 53340 of the Government Code of the State of California, a special tax is hereby levied at the rates specified in the 2016-17 Tax Report, as adjusted based upon the final verification of the taxable parcel data, and is hereby apportioned in the manner specified in the Resolution (and as more particularly described in the 2016-17 Tax Report).

Section 3. The Clerk of the District shall deliver a certified copy of this resolution together with a list of all parcels subject to the special tax levy with the 2016-17 Tax Report to the Placer County Auditor not later than *August 10, 2016*

Section 4. The Clerk of this Board of Trustees is hereby directed to enter this resolution on the minutes of this Board of Trustees, which shall constitute the official action of this Board of Trustees.

PASSED AND ADOPTED by the Board of Trustees of the Rocklin Unified School District this 3rd day of August 2016, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

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President of the Board of Trustees of the  
Rocklin Unified School District

ATTEST:

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Clerk of the Board of the  
Rocklin Unified School District

CLERK'S CERTIFICATE

I, \_\_\_\_\_, Secretary of the Board of Trustees of the Rocklin Unified School District, do hereby certify as follows:

The foregoing resolution is a full, true, and correct copy of a resolution duly adopted at a special meeting of the Board of Trustees of said District duly held at the regular meeting place thereof on the 3rd day of August 2016, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present, and that at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

An agenda for said meeting was posted at least seventy-two (72) hours before said meeting at 2615 Sierra Meadows Drive, Rocklin, California 95677, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda.

I have carefully compared the foregoing with the original minutes of said meeting on file and of record in my office, and the foregoing is a full, true, and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified, or rescinded since the date of its adoption and the same is now in full force and effect.

Dated: August 3, 2016

\_\_\_\_\_  
Secretary of the Board of Trustees of the  
Rocklin Unified School District

[SEAL]

August 3, 2016

Honorable Board of Trustees  
Rocklin Unified School District  
State of California

Subject: Rocklin Unified School District  
Community Facilities District No. 1, Community Facilities District No. 2, and  
Community Facilities District No. 3  
Levy of Special Tax for Fiscal Year 2016-17

Members in Session:

RECOMMENDATION

It is recommended that you:

- 1) Consider the attached Rocklin Unified School District Community Facilities District No. 1, Community Facilities District No. 2, and Community Facilities District No. 3 Tax Reports for Fiscal Year 2016-17. The tax report has four exhibits: Special Tax Requirement Calculation, and Apportionment of the Special Taxes to Land Use Classifications for CFD No. 1, CFD No. 2, and CFD No. 3. These exhibits are supported by the three attached schedules.
- 2) Introduce and approve the Rocklin Unified School District Community Facilities District No. 1, Community Facilities District No. 2, and Community Facilities District No. 3 Tax Report for Fiscal Year 2016-17.

DISCUSSION

The Rocklin Unified School District Community Facilities District No. 1 (hereafter, CFD No. 1) Special Tax was approved by Resolution No. 88-89-13, adopted October 26, 1988 and confirmed by a landowner election held on February 14, 1989. Subsequently, the Rocklin Unified School District Community Facilities District No. 2 (hereafter CFD No. 2) was approved By Resolution No. 90-91-03, adopted August 1, 1990 and confirmed by the landowner election held on September 4, 1990. As authorized by the ballot measures

approved by the qualified electors, the Resolutions, and other documents; the special tax levies for each CFD may be used for annual debt service requirements, replenishment of the reserve fund, future debt service for authorized projects, anticipated tax delinquencies, CFD Administration, and pay-as-you-go expenditures.

Rocklin Unified School District CFD No. 3 (hereafter, CFD No. 3) was formed through Resolution No. 02-03-16 on February 5, 2003. CFD No. 3 is authorized to issue \$36.0 million in CFD bonds. The special tax was levied for the first time on developed parcels in Fiscal Year 2005-06.

In 1990, the District issued Special Tax Bonds in the principal amount of \$9,330,000 to finance the construction of the Antelope Creek and Cobblestone Schools.

In October of 1991, the District issued special tax bond anticipation notes in the principal amount of \$2,810,000 to finance the acquisition of sites of the Cobblestone and Casa Grande Elementary Schools.

To finance the construction of the Breen School, the District undertook a financing program which included the issuance of 1993 Special Tax Notes (\$6,985,000) and a lease/purchase program with Stanford Ranch for the School Site.

In November of 1996, the District refunded the 1990 Bonds, and the 1993 Notes, and financed the payoff of the lease/purchase agreement through the issuance of the 1996 Bonds in the amount of \$18,440,000. The 1996 Bonds were also used to fund planning and design of the Twin Oaks Elementary School, and to acquire relocatable classrooms.

The 1998 Special Tax Bonds (\$13,781,144.40) were issued to fund construction of the Twin Oaks School, the acquisition of property for the Sierra Elementary School, and fund planning and design of Sierra and Valley View Elementary Schools, and the prepayment of a portion of the outstanding principal of the Certificates of Participation, Series 1997.

In 2000, the District issued additional bonds (\$16,415,789.60) to fund construction of the Sierra and Valley View Elementary Schools, and to enlarge the multi-purpose room and construct classrooms at Parker Whitney Elementary School.

Series 2001 Bonds in the amount of \$11,498,772.95 were issued in November of 2001. Bonds were issued to provide funds for the construction of the Rock Creek Elementary School, acquisition of property for Ruhkala Elementary School, the planning and design of Ruhkala Elementary School, and the current refunding of the outstanding principal of the 1997 Certificates.

In May of 2004 Special Tax Bonds in the amount of \$13,115,000 were issued. Bonds were issued to provide funds for construction of Ruhkala Elementary School and the acquisition of property for Sunset Ranch Elementary School.

In November of 2007 CFD No. 1 Special Tax Bonds in the amount of \$6,793,380.65 were issued to finance a portion of the costs to acquire the property for Sunset Ranch Elementary School and to construct the school. CFD No. 1 Refunding Bonds were issued in the amount of \$26,625,000 to provide funds for the current refunding of Series 1996 Bonds and the advanced refunding of a portion of Series 2000 Bonds. CFD No. 2 Bonds in the amount of \$12,309,967.60 were issued to acquire a portion of the Sunset Ranch Elementary School and to construct the school.

To meet bond obligations for Series 1998 Refunding Bonds, Series 2001 Bonds, Series 2004 Bonds, CFD No. 1 Refunding 2007 Bonds, CFD No. 1 2007 Bonds, and CFD No. 2 Bonds, the District will seek Maximum Special Tax Revenues from CFD No. 1, CFD No. 2, and CFD No. 3 from veteran and non-veteran developed units and 25% of the Maximum Special Tax from undeveloped-approved units (also known as final map units). The District will not need to levy the back-up tax – 75% of the Maximum Special Tax on undeveloped-approved units to meet the Fiscal Year 2016-17 special tax requirement. Although the District has the right to levy the special tax on planned units (residential property without a final map), the District has elected not to tax these units this year and to avoid taxing such property in future years, if at all possible.

**Exhibit 1** shows the combined Special Tax Requirement for CFD No. 1, CFD No. 2, and CFD No. 3 for FY 2016-17. The total special tax requirement for CFD No. 1 is \$6,237,812.00, \$879,250.61 for CFD No. 2, and \$1,285,538.10 for CFD No. 3. **Exhibit 2** shows the apportionment of the Special Tax for CFD No. 1. **Exhibit 3** shows the apportionment of the Special Tax for CFD No. 2. **Exhibit 4** shows the apportionment of the Special Tax for CFD No. 3. The remainder of this discussion will describe how these summary Exhibits were calculated based on the supporting schedules.

**Exhibit 1** lists all of the 2016-17 annual costs for CFD No. 1, CFD No. 2, and CFD No. 3. These costs include debt service on the Series 1998 Refunding Bonds, Series 2001 Bonds, Series 2004 Bonds, CFD No. 1 Refunding 2007 Bonds, CFD No. 1 2007 Bonds, and CFD No. 2 2007 Bonds, paying agent expenses, estimated CFD Administrative Costs, anticipated construction costs, funding the Project Fund, an allowance for contingencies and an allowance for delinquencies. For 2016-17, the total annual costs are \$8,402,600.71.

**Schedule 1** shows the current combined special tax fund balance and the remaining obligations of these funds for the 2015-16 fiscal year. Note that special tax revenues from the 2015-16 fiscal year are used to pay the September 1, 2016 principal and interest on

outstanding bonds. Special tax revenues not needed for payment of debt service will be used for other authorized costs of the CFD. In this case, the special taxes will be used to fund the construction of future school facilities, as required. The schedule shows that there will be no carryover balance available for the 2016-17 levy. The projected balance in the special tax fund as of September 30, 2016 will be zero.

**Schedule 2** provides a more detailed breakdown of the \$121,952.60 in administrative costs.

**Schedule 3** shows the status of the past special tax levies for CFD No. 1, CFD No. 2, and CFD No. 3 and the delinquency rates.

The Rate and Method of Apportionment for CFD No. 1, CFD No. 2, and CFD No. 3 specifies the formula to annually set the levy for the special tax. The tax formula specifies that to meet the outstanding bond obligation, the tax will be levied at 100% of the tax rate on veteran and non-veteran developed parcels and 25% of the developed tax rate for Undeveloped Approved Parcels. (Parcels become Veteran after paying the special tax for five years as a developed parcel.) As of 2016-17 there are 5,089 single family veteran parcels and 2,439 multi-family veteran parcels in CFD No. 1. There are 794 single family veteran and 216 multifamily veteran units in CFD No. 2. In addition, there are 328 single family non-veteran and 288 multifamily non-veteran units in CFD No. 1. In CFD No. 2 there are 54 single family non-veteran and no multifamily non-veteran units.

CFD No. 3 has 989 single family veteran parcels and 435 multifamily veteran parcels. In addition, CFD No. 3 has 260 non-veteran developed parcels, and no multifamily non-veteran units.

The Special Tax Formula stipulates that parcels in CFD No. 1 are obligated to pay the Special Tax for 22 years from the time of building permit issuance. There are a total of 1,727 single family units and 244 multifamily units in CFD No. 1 that have fulfilled the Special Tax obligation and are no longer subject to the annual Special Tax. These parcels have been removed from the tax roll for FY 2016-17.

The special tax obligation for CFD No. 2 is 25 years, and for CFD No. 3 it is 30 years. Beginning in FY 2016-17, 11 single family units have fulfilled their special tax obligation for CFD No. 2 and will no longer be subject to the annual levy.

The tax formula further specifies that undeveloped approved parcels are subject to back-up maximum annual special tax equal to the Maximum Special Tax for developed parcels if revenues from developed parcels (both veteran and non-veteran) are insufficient to meet annual costs. (An undeveloped approved parcel is a parcel for which a final map has been



recorded.) The Rate and Method of Apportionment has special tax rates for several other land use classifications, but there were no parcels identified for these classifications.

EPS evaluated the land uses within CFD No. 1, CFD No. 2, and CFD No. 3 as of June 1, 2015. This review identified the following taxable units:

<u>Taxable Unit Type</u>	Exh 2	Exh 3	Exh 4	<u>Totals</u>
	CFD	CFD	CFD	
	<u>No. 1</u>	<u>No. 2</u>	<u>No. 3</u>	
Single Family Developed (Non-Veteran)	328	54	260	642
Single Family Developed (Veteran)	5,089	794	989	6,872
Multi-Family Developed (Non-Veteran)	288	0	0	288
Multi-Family Developed (Veteran)	2,439	216	435	3,090
Single Family Undeveloped Approved	142	19	511	672

The FY 2016-17 tax rate for single family developed units (with building permits) in CFD No. 1 and CFD No. 2 is \$915.17 and the tax rate for multifamily developed units (with building permits) is \$457.59. The FY 2016-17 tax rate for single family undeveloped approved parcels in CFD No. 1 and CFD No. 2 is \$228.79 per unit.

The FY 2016-17 tax rate for single family developed units in CFD No. 3 is \$806.30, and for multifamily developed units is \$403.22. The FY 2016-17 tax rate for single family undeveloped approved parcels in CFD No. 3 is \$201.70 per unit. Tax rates for all three CFDs were the same in all tax categories at the time CFD No. 3 was formed and first authorized to levy a tax in FY 2003-04. Since FY 2003-04, tax rates in CFD No. 1 and CFD No. 2 have been escalated at 3% annually. Tax rates in CFD No. 3 are escalated at 2% annually in accordance with the tax formula for CFD No. 3.

Based on the number of total taxable units shown above and the FY 2016-17 tax rates, the total special tax revenues from the Base Tax Levy excluding Veteran Parcels will be \$830,923 (Base Tax Levy means the revenues available before the addition of any back-up taxes.) Because these revenues are insufficient to cover Annual Costs for 2016-17, the District will tax the Veteran Parcels at their maximum. The District will not need to levy the back up special tax on Single Family Undeveloped Approved parcels.

The special tax for CFD No. 1 will be a line item on the property tax bill designated as the "Rocklin Unified School District Community Facilities District No. 1 Special Tax." The total special tax required to be collected for Fiscal Year 2016-17 is \$6,237,812.00, and will be apportioned among the various parcels based on the land use of each parcel as of June 1, 2016. Exhibit 2 shows the apportionment for Community Facilities District No. 1.

The special tax for CFD No. 2 will be a line item on the property tax bill designated as the "Rocklin Unified School District Community Facilities District No. 2 Special Tax." The total special tax required to be collected for Fiscal Year 2016-17 is \$879,250.61 and will also be apportioned among the various parcels based on the land use of each parcel as of June 1, 2016. **Exhibit 3** shows the apportionment for Community Facilities District No. 2.

The special tax for CFD No. 3 will be a line item on the property tax bill designated as the "Rocklin Unified School District Community Facilities District No. 3 Special Tax." The total special tax required to be collected for Fiscal Year 2016-17 is \$1,285,538.10 and will also be apportioned among the various parcels based on the land use of each parcel as of June 1, 2016. **Exhibit 4** shows the apportionment for Community Facilities District No. 3.

Therefore, in support of the special tax collected on the 2016-17 property tax roll, it is my recommendation that the Board introduce and approve the tax reports today.

Sincerely,

Roger Stock  
Superintendent

**Attachments**

cc: Andrew Sisk, Placer County Auditor-Controller  
Jenine Windeshausen, Placer County Treasurer-Tax Collector

*Exhibit 1*

**Rocklin Unified School District - Community Facilities Districts No. 1, No. 2, and No. 3  
Tax Report - Fiscal Year 2016-17  
Fiscal Year 2016-17 Special Tax Requirement (as of 6/1/2016)**

<b>Item</b>		<b>Amount</b>
<b>Anticipated Ending Balance in Special Tax Fund</b>	- See Schedule 1	<b>\$0.00</b>
<b>Annual Costs</b>		
Estimated Debt Service on 1998 Refunding Bonds		
Due March 1, 2017		\$46,943.75
Due September 1, 2017		\$1,041,943.75
Estimated Debt Service on 2001 Bonds		
Due March 1, 2017		\$0.00
Due September 1, 2017		\$1,045,000.00
Estimated Debt Service on 2004 Bonds		
Due March 1, 2017		\$225,347.50
Due September 1, 2017		\$775,347.50
Estimated Debt Service on CFD 1 Refunding 2007 Bonds		
Due March 1, 2017		\$149,078.13
Due September 1, 2017		\$2,294,078.13
Estimated Debt Service on CFD 1 2007 Bonds		
Due March 1, 2017		\$62,800.00
Due September 1, 2017		\$482,800.00
Estimated Debt Service on CFD 2 2007 Bonds		
Due March 1, 2017		\$0.00
Due September 1, 2017		\$720,000.00
Estimated FY 2016-17 CFD Administrative Costs	- See Schedule 2	\$121,952.60
Allowance for Contingencies (10% of Estimated Admin. Costs)		\$12,195.26
Allowance for Delinquencies (Assumes 5% of Tax Levy)		\$420,130.04
<i>Transfer to Project Fund</i>		\$1,004,984.05
<b>Total Annual Costs</b>		<b>\$8,402,600.71</b>
Less Ending Balance in Special Tax Fund		\$0.00
<b>Adjusted Total Annual Costs</b>		<b>\$8,402,600.71</b>
<b>Special Tax Requirement for CFD No. 1, CFD No. 2, and CFD No. 3</b>		<b>\$8,402,600.71</b>
2016-17 CFD No. 1 Special Tax Requirement		\$6,237,812.00
2016-17 CFD No. 2 Special Tax Requirement		\$879,250.61
2016-17 CFD No. 3 Special Tax Requirement		\$1,285,538.10
<b>Projected Reserve/(Shortfall)</b>		<b>\$0.00</b>

**Exhibit 2**

**Rocklin Unified School District - Community Facilities District No. 1  
Tax Report - Fiscal Year 2016-17  
Apportionment of Special Tax by Land Use (as of 6/1/2016)**

Land Use	Units As of 6/1/2016	Maximum Special Tax	Special Tax Revenue
<b>Base Tax Levy</b>			
<b>(1) Developed Parcels</b>			
Single Family	328	\$915.17	\$300,175.76
Duplex/Half Plex	0	\$686.38	\$0.00
Multi-Family	288	\$457.59	\$131,785.92
Mobile Home	0	\$228.79	\$0.00
<b>(2) Undeveloped-Approved Parcels</b>			
Single Family	142	\$228.79	\$32,488.18
Duplex/Half Plex	0	\$171.59	\$0.00
Mobile Home	0	\$57.19	\$0.00
<b>(3) Undeveloped-Vacant Parcels</b>	- not subject to tax until all other tax groups are taxed at max rates.		
<b>Subtotal - Base Levy Excluding Veteran Parcels</b>			<b>\$464,449.86</b>
<b>(4) Veteran Developed Parcels - Taxed at 100%</b>			
Single-Family	5,089	\$915.17	\$4,657,300.13
Multi-Family	2,439	\$457.59	\$1,116,062.01
<b>Total Base Tax Levy</b>	<b>8,286</b>		<b>\$6,237,812.00</b>
<b>Backup Tax Levy</b>			
<b>(1) Developed Parcels</b>	- not subject to backup tax		
<b>(2) Undeveloped-Approved Parcels</b>			
Single Family	142	\$0.00	\$0.00
Duplex/Half Plex	0	\$0.00	\$0.00
Mobile Home	0	\$0.00	\$0.00
<b>(3) Undeveloped-Vacant Parcels</b>	- not subject to tax until all other tax groups are taxed at max rates.		
<b>Total Backup Tax Levy</b>			<b>\$0.00</b>
<b>Total Tax Levy</b>			<b>\$6,237,812.00</b>
<b>Parcels that Fulfilled Special Tax Obligation as of June 1, 2016</b>			
Single-Family	1,727		
Multi-Family	244		
<b>Total</b>	<b>1,971</b>		

"RUSD\_CFD\_1"

**Exhibit 3**

**Rocklin Unified School District - Community Facilities District No. 2  
Tax Report - Fiscal Year 2016-17  
Apportionment of Special Tax by Land Use (as of 6/1/2016)**

Land Use	Units As of 6/1/2016	Maximum Special Tax	Special Tax Revenue
<b>Base Tax Levy</b>			
<b>(1) Developed Parcels</b>			
Single Family	54	\$915.17	\$49,419.18
Duplex/Half Plex	0	\$686.38	\$0.00
Multi-Family	0	\$457.59	\$0.00
Mobile Home	0	\$228.79	\$0.00
<b>(2) Undeveloped-Approved Parcels</b>			
Single Family	19	\$228.79	\$4,347.01
Duplex/Half Plex	0	\$171.59	\$0.00
Mobile Home	0	\$57.19	\$0.00
<b>(3) Undeveloped-Vacant Parcels</b>	- not subject to tax until all other tax groups are taxed at max rates.		
<b>Subtotal - Base Levy Excluding Veteran Parcels</b>			<b>\$53,766.19</b>
<b>(4) Veteran Developed Parcels - Taxed at 100%</b>			
Single-Family	794	\$915.17	\$726,644.98
Multi-Family	216	\$457.59	\$98,839.44
<b>Total Base Tax Levy</b>	<b>1,083</b>		<b>\$879,250.61</b>
<b>Backup Tax Levy</b>			
<b>(1) Developed Parcels</b>	- not subject to backup tax		
<b>(2) Undeveloped-Approved Parcels</b>			
Single Family	19	\$0.00	\$0.00
Duplex/Half Plex	0	\$0.00	\$0.00
Mobile Home	0	\$0.00	\$0.00
<b>(3) Undeveloped-Vacant Parcels</b>	- not subject to tax until all other tax groups are taxed at max rates.		
<b>Total Backup Tax Levy</b>			<b>\$0.00</b>
<b>Total Tax Levy</b>			<b>\$879,250.61</b>
<b>Parcels that Fulfilled Special Tax Obligation as of June 1, 2016</b>			
Single-Family	11		
Multi-Family	0		
<b>Total</b>	<b>11</b>		

"RUSD\_CFD\_2"

**Exhibit 4**

**Rocklin Unified School District - Community Facilities District No. 3  
Tax Report - Fiscal Year 2016-17  
Apportionment of Special Tax by Land Use (as of 6/1/2016)**

Land Use	Units As of 6/1/2016	Maximum Special Tax	Special Tax Revenue
<b>Base Tax Levy</b>			
<b>(1) Developed Parcels</b>			
Single Family	260	\$806.30	\$209,638.00
Duplex/Half Plex	0	\$604.76	\$0.00
Multi-Family	0	\$403.22	\$0.00
Mobile Home	0	\$201.70	\$0.00
<b>(2) Undeveloped-Approved Parcels</b>			
Single Family	511	\$201.70	\$103,068.70
Duplex/Half Plex	0	\$151.34	\$0.00
Mobile Home	0	\$50.52	\$0.00
<b>(3) Undeveloped-Vacant Parcels</b>	- not subject to tax until all other tax groups are taxed at max rates.		
<b>Subtotal - Base Levy Excluding Veteran Parcels</b>			<b>\$312,706.70</b>
<b>(4) Veteran Developed Parcels - Taxed at 0%</b>			
Single-Family	989	\$806.30	\$797,430.70
Multi-Family	435	\$403.22	\$175,400.70
<b>Total Base Tax Levy</b>	<b>2,195</b>		<b>\$1,285,538.10</b>
<b>Backup Tax Levy</b>			
<b>(1) Developed Parcels</b>	- not subject to backup tax		
<b>(2) Undeveloped-Approved Parcels</b>			
Single Family	511	\$0.00	\$0.00
Duplex/Half Plex	0	\$0.00	\$0.00
Mobile Home	0	\$0.00	\$0.00
<b>(3) Undeveloped-Vacant Parcels</b>	- not subject to tax until all other tax groups are taxed at max rates.		
<b>Total Backup Tax Levy</b>			<b>\$0.00</b>
<b>Total Tax Levy</b>			<b>\$1,285,538.10</b>

"RUSD\_CFD\_3"

**Schedule 1**

**Rocklin Unified School District - Community Facilities Districts No. 1, No. 2, and No. 3  
Tax Report - Fiscal Year 2016-17  
Current Status of 2015-16 Levy**

<b>Item</b>	<b>Amount</b>
<b>Current Special Tax Fund Balance 6/30/16</b>	<b>\$7,440,082.00</b>
Less Payables	\$0.00
<b>Adjusted Special Tax Fund Balance</b>	<b>\$7,440,082.00</b>
<b>Special Tax Fund Obligation Prior to 2015-16 Tax Levy</b>	
Debt Service on 1998 Bonds - Due September 1, 2016	\$1,008,681.25
Debt Service on 2001 Bonds - Due September 1, 2016	\$1,015,000.00
Debt Service on 2004 Bonds - Due September 1, 2016	\$735,972.50
Debt Service on Refunding CFD 1 2007 Bonds - Due September 1, 2016	\$2,468,403.13
Debt Service on CFD 1 2007 Bonds - Due September 1, 2016	\$486,100.00
Debt Service on CFD 2 2007 Bonds - Due September 1, 2016	\$690,000.00
Available for Transfer to the Project Fund	\$1,035,925.12
<b>Total Remaining Obligations</b>	<b>\$7,440,082.00</b>
<b>Anticipated Ending Balance in Special Tax Fund 9/30/16</b>	<b>\$0.00</b>

*"15-16stat"*

*Schedule 2*

*Rocklin Unified School District - Community Facilities Districts No. 1, No. 2, & No. 3  
Tax Report - Fiscal Year 2016-17  
Estimated Administration Costs*

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**Anticipated FY 2016-17 CFD Administrative Costs**

Placer County - Place Special Tax on Roll	\$84,026
Economic & Planning Systems - Calculate Taxes, Maintain Parcel List, prepare Tax Report, and Record and Report on Tax Delinquencies	\$18,000
RUSD Administrative Costs	\$13,000
Technical Assistance (1)	\$6,927
	<hr/>
<b>Total FY 2016-2017 Administrative Costs</b>	<b>\$121,953</b>

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(1) The District hired Kristin Lowell Inc to update CFD boundary maps.

"admin"



**Schedule 3**  
**ROCKLIN UNIFIED SCHOOL DISTRICT - COMMUNITY FACILITIES DISTRICTS NO. 1, NO. 2, AND NO. 3**  
**SPECIAL TAX COLLECTION AND DELINQUENCY RATES**

Fiscal Year Ending	CFD No. 1			CFD No. 2			CFD No. 3			Combined CFDs			
	Special Tax Levy	Delinquent Amount	Delinquency Rate	Special Tax Levy	Delinquent Amount	Delinquency Rate	Special Tax Levy	Delinquent Amount	Delinquency Rate	Special Tax Levy	Delinquent Amount	Delinquency Rate	
1991	[1]	\$246,978	\$10,228	4.1%	--	--	--	--	--	--	\$246,978	\$10,228	4.1%
1992	[2]	\$642,364	\$44,673	7.0%	\$23,594	\$0	0.0%	--	--	--	\$665,958	\$44,673	6.7%
1993	[3]	\$831,619	\$63,727	7.7%	\$40,262	\$3,185	7.9%	--	--	--	\$871,881	\$66,912	7.7%
1994	[4]	\$1,105,484	\$36,887	3.3%	\$57,036	\$696	1.2%	--	--	--	\$1,162,520	\$37,583	3.2%
1995	[5]	\$1,328,261	\$53,493	4.0%	\$58,747	\$477	0.8%	--	--	--	\$1,387,008	\$53,970	3.9%
1996	[6]	\$1,463,027	\$20,169	1.4%	\$117,574	\$738	0.6%	--	--	--	\$1,580,601	\$20,907	1.3%
1997	[7]	\$1,537,070	\$38,494	2.5%	\$121,101	\$2,534	2.1%	--	--	--	\$1,658,171	\$41,028	2.5%
1998	[8]	\$1,568,306	\$37,796	2.4%	\$124,734	\$4,179	3.4%	--	--	--	\$1,693,040	\$41,975	2.5%
1999	[9]	\$2,166,148	\$17,020	0.8%	\$260,086	\$1,613	0.6%	--	--	--	\$2,426,234	\$18,633	0.8%
2000	[10]	\$2,199,066	\$22,809	1.0%	\$186,712	\$714	0.4%	--	--	--	\$2,385,778	\$23,523	1.0%
2001	[11]	\$3,353,063	\$29,085	0.9%	\$294,271	\$2,281	0.8%	--	--	--	\$3,647,334	\$31,366	0.9%
2002	[12]	\$3,749,445	\$70,344	1.9%	\$294,734	\$6,241	2.1%	--	--	--	\$4,044,179	\$76,585	1.9%
2003	[13]	\$4,280,658	\$47,117	1.1%	\$359,545	\$4,235	1.2%	--	--	--	\$4,640,203	\$51,352	1.1%
2004	[14]	\$4,856,130	\$69,804	1.4%	\$392,149	\$2,960	0.8%	--	--	--	\$5,248,279	\$72,764	1.4%
2005	[15]	\$5,139,854	\$48,783	0.9%	\$535,488	\$4,734	0.9%	--	--	--	\$5,675,342	\$53,517	0.9%
2006	[16]	\$5,331,763	\$134,418	2.5%	\$590,563	\$31,206	5.3%	\$44,902	\$648	1.4%	\$5,967,228	\$166,272	2.8%
2007	[17]	\$5,504,387	\$208,267	3.8%	\$609,309	\$34,380	5.6%	\$304,245	\$6,283	2.1%	\$6,417,940	\$248,930	3.9%
2008	[18]	\$5,683,795	\$180,239	3.2%	\$644,236	\$48,134	7.5%	\$548,651	\$18,636	3.4%	\$6,876,682	\$247,009	3.6%
2009	[19]	\$5,913,894	\$210,049	3.6%	\$703,657	\$32,149	4.6%	\$903,854	\$20,128	2.2%	\$7,521,405	\$262,326	3.5%
2010	[20]	\$6,064,579	\$236,937	3.9%	\$689,614	\$30,190	4.4%	\$821,956	\$20,046	2.4%	\$7,576,148	\$287,173	3.8%
2011	[21]	\$6,263,732	\$114,104	1.8%	\$710,874	\$13,030	1.8%	\$897,459	\$11,276	1.3%	\$7,872,064	\$138,410	1.8%
2012	[22]	\$6,458,803	\$96,814	1.5%	\$733,390	\$8,190	1.1%	\$900,614	\$7,850	0.9%	\$8,092,807	\$112,855	1.4%
2013	[23]	\$6,426,291	\$68,607	1.1%	\$758,031	\$7,420	1.0%	\$956,633	\$6,332	0.7%	\$8,140,954	\$82,358	1.0%
2014	[24]	\$6,194,089	\$60,203	1.0%	\$789,562	\$9,107	1.2%	\$1,025,163	\$7,978	0.8%	\$8,008,813	\$77,288	1.0%
2015	[25]	\$6,285,411	\$50,464	0.8%	\$819,724	\$5,715	0.7%	\$1,069,888	\$6,975	0.7%	\$8,175,022	\$63,154	0.8%
2016	[26]	\$6,381,796	\$39,317	0.6%	\$857,866	\$8,663	1.0%	\$1,182,032	\$6,514	0.6%	\$8,421,695	\$54,494	0.6%

"del"

- |                             |                             |                            |                          |                          |
|-----------------------------|-----------------------------|----------------------------|--------------------------|--------------------------|
| [1] As of June 1, 1991      | [7] As of June 30, 1997     | [13] As of July 20, 2003   | [19] As of June 7, 2009  | [25] As of June 2, 2015. |
| [2] As of June 1, 1992      | [8] As of February 19, 1998 | [14] As of August 18, 2004 | [20] As of June 2, 2010  | [26] As of June 9, 2016. |
| [3] As of June 20, 1993     | [9] As of July 7, 1999      | [15] As of August 8, 2005  | [21] As of June 1, 2011  |                          |
| [4] As of July 7, 1994      | [10] As of June 30, 2000    | [16] As of June 7, 2006    | [22] As of June 1, 2012. |                          |
| [5] As of July 11, 1995     | [11] As of July 2, 2001     | [17] As of June 7, 2007    | [23] As of May 30, 2013. |                          |
| [6] As of September 3, 1996 | [12] As of May 23, 2002     | [18] As of June 25, 2008   | [24] As of May 30, 2014. |                          |

Source: Placer County Auditor-Controller and Economic & Planning Systems, Inc.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

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SUBJECT: Nominate Representative to Placer County School Boards Association

DEPARTMENT: Office of the Superintendent

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**Background:**

Placer County School Board Association (PCSBA) has two 2-year positions expiring in November 2016 on the Executive Committee of the PCSBA.

**Status:**

Each Placer County school district and community college district board may submit a nomination for open positions. Submissions must be provided to the Placer County Office of Education no later than August 15, 2016.

**Presenter:**

Roger Stock, Superintendent

**Financial Impact:**

Current year: N/A

Future years: N/A

Funding source: N/A

**Materials/Films:**

None

**Other People Who Might Be Present:**

None

**Allotment of Time:**

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

**Packet Information:**

PCSBA Election/Nomination Form for Open Positions

**Recommendation:**

Superintendent recommends that the Board of Trustees discuss and take action as appropriate regarding nominations for Placer County School Boards Association, Executive Committee.



Placer County Office of Education
360 Nevada Street, Auburn, CA 95603
(530) 889-8020 • Fax (530) 886-5841 • www.placercoe.k12.ca.us
Gayle Garbolino-Mojica, County Superintendent of Schools

Memorandum

June 8, 2016

To: School District Superintendents & Sierra College President

From: Gayle Garbolino-Mojica, County Superintendent

RE: Placer County School Boards Association Elections

Placer County School Boards Association (PCSBA) has two 2-year positions expiring in November 2016 on the Executive Committee of the Placer County School Boards Association.

The process for selection is for each school district and community college district board to submit a nomination for the positions. The PCSBA works in harmony with the County Office of Education to take advantage of workshops and inservice opportunities for school board members throughout the county. There are (3) 2-year term and (4) 3-year term positions. The individual serves for a two or three year term and the committee meets only as necessary, usually once or twice a year. The election will take place in August and terms will commence on December 1st.

Please discuss this with your Board. If you have any interested Board members, please fill out the form below and submit the name(s) to my office, attention, Jessica Garlock, no later than August 15, 2016.

Thank you.

PLACER COUNTY SCHOOL BOARDS ASSOCIATION

NOMINATIONS FOR OPEN POSITIONS

Nomination Name \_\_\_\_\_  2-year term

Nomination Name \_\_\_\_\_  2-year term

Submitted by: \_\_\_\_\_ School District Board of Trustees

Please submit your district's nomination(s) to Jessica Garlock at 888.292.4936 (fax) or email at jgarlock@placercoe.k12.ca.us

cc: District Superintendent Assistants
Sierra College Executive Assistants

## PENDING BOARD AGENDA ITEMS

July 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>(Consent)</i>	Human Resources	July
BP 9270 - Conflict of Interest, Biannual Review – ( Every Other Year, Action)	Business & Operations	July 2016
Tax Report for CFD No. 1 and No. 2, Yearly Adoption	Business & Operations	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
Unaudited Actuals, Approve District Certification	Business & Operations	August/September
Resolution Establishing Appropriation Limitation (GANN) <i>(Action)</i>	Business & Operations	August/September
WestEd Special Education Report and Implementation Update <i>(Information)</i>	Ed Services/Dir Special Ed & Support Programs	September
ESY Summer School Report – <i>(Information)</i>	Ed Services/Staff	September
School Opening/Readiness Report – <i>(Information)</i>	Ed Services/Staff	September
Summer Civic Program Update – <i>(Information)</i>	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 8<sup>th</sup> 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
WestEd Special Education Report and Implementation Update <i>(Information)</i>	Ed Services/Dir Special Ed & Support Programs	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
WestEd Special Education Report and Implementation Update <i>(Information)</i>	Ed Services/Dir Special Ed & Support Programs	February
Identify Teachers for Non-Reelection; Prepare Letters of Notification <i>(March 1<sup>st</sup> 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>(1<sup>st</sup> Mtg)</i>
Present Draft School Year Calendar <i>(two years out - Consent)</i>	Human Resources	March <i>(1<sup>st</sup> Mtg)</i>
Annual Board Action Regarding Distribution of Non-Reelection Letters	Human Resources	March <i>(1<sup>st</sup> Mtg)</i>
Finalize District's Proposal and Prepare for Sunshining Process	Human Resources	March <i>(1<sup>st</sup> 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>(2<sup>nd</sup> Mtg)</i>
Budget Update/Information	Business & Operations	March/April
Sierra College Report (Rocklin Graduates)	Ed Services	March/April

School Safety Plans <i>(Consent)</i>	Ed Services/Coord St & Fed Programs	March/April
Annual Personnel Update – Renewal of Contracts for Site Administrators <i>(Closed Session)</i>	Ed Services	April
Williams Uniform Complaints Quarterly Report <i>(Consent)</i>	Ed Services	April
Spelling Bee Winner(s) <i>(Recognition)</i>	Ed Services	April
Annual Review of Master Plan/Nexus Study <i>(Bi-annual–even numbered years)</i>	Facilities	April/May
Developer Fee Update <i>(Bi-annual-even numbered years)</i>	Facilities	April/May
Summer School Principals Approval Contingent on State Funding <i>(include on Certificated Personnel Report)</i> <i>(Consent)</i>	Ed Services	April/May
Second Interim Report/Approval <i>(Action)</i>	Business & Operations	May
RUSD Strategic Plan Quarter 3 Update <i>(Information)</i>	Strategic Planning	May
*Facilities-Use Policy/Practice and Schedule of Fees	Facilities	May
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
WestEd Special Education Report and Implementation Update <i>(Information)</i>	Ed Services/Dir Special Ed & Support Programs	May
AFJROTC Color Guard Special Recognition (Student Representative Unit & Cadet Commander)	Superintendent/Staff	May (2 <sup>nd</sup> Mtg)
Student Board Member Recognition	Superintendent	May (2 <sup>nd</sup> 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 <sup>st</sup> 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.