

# 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*



## SEPTEMBER 7, 2016 REGULAR MEETING AGENDA — 6:30 P.M.

### 1.0 CALL TO ORDER

### 2.0 ROLL CALL

### 3.0 CLOSED SESSION (5:30 P.M.) – The Board will adjourn to closed session regarding the following matters:

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

### 4.0 RECONVENE TO OPEN SESSION

### 5.0 REPORT OF ACTION TAKEN IN CLOSED SESSION

### 6.0 PLEDGE OF ALLEGIANCE

### 7.0 SPECIAL RECOGNITIONS/PRESENTATIONS

- 7.1 RUSD Family Partners in Education – (Presenter: Diana Capra)  
7.2 Summer Civic Career Program: City of Rocklin – (Presenters: Diana Capra, Amber Tillery)

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

### 9.0 COMMENTS FROM STUDENT REPRESENTATIVE

### 10.0 COMMENTS FROM BOARD AND SUPERINTENDENT

### 11.0 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.

- 11.1 **APPROVE BOARD MINUTES** – Request to approve Board minutes.

11.1.1 August 3, 2016

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

- 11.3 **APPROVE CLASSIFIED PERSONNEL REPORT** – Request to approve personnel items included on the Classified Personnel Report. (Colleen Slattery)
- 11.4 **APPROVE BILL WARRANTS** – Request to approve Bill Warrants. (Barbara Patterson)
- 11.5 **APPROVE MONTHLY ACCOUNT SUMMARIES** – Request to approve monthly account summaries. (Barbara Patterson)
- 11.6 **ACCEPT DONATIONS** – Request to accept District donations. (Barbara Patterson)
- 11.7 **APPROVE WILL SERVE LETTER, WHITNEY VILLAS, 20 UNITS** – Request to approve Will Serve Letter for 20 lots located at Whitney Villa. (Craig Rouse)
- 11.8 **APPROVE CHANGE ORDER NO. 01 FOR WHITNEY HIGH SCHOOL SYNTHETIC TURF REPLACEMENT ALL WEATHER RESURFACE PROJECT** – Request to approve Change Order No. 1 for Synthetic Turf Replacement/All Weather Resurface Project at Whitney High School with Field Turf contractor. (Craig Rouse)
- 11.9 **APPROVE CONTRACT FOR DISTRICT DATA SERVER ROOM HVAC REPLACEMENT PROJECT** – Request to approve consultant contract with Rainforth Grau Architects for the District Data Server Room HVAC Replacement Project. (Craig Rouse)
- 11.10 **RATIFY CONTRACT FOR FACILITIES USE WEB BASED PROGRAM** – Request to ratify contract with Facilitron for Facilities Use Web Based Program. (Craig Rouse)
- 11.11 **APPROVE RESOLUTION 16-17-02 TO REDUCE OR ELIMINATE NON-REPRESENTED CLASSIFIED SERVICES FOR 2016-17** – Request to approve Resolution 16-17-02 to reduce or eliminate non-represented classified services for the 2016-2017 school year. (Colleen Slattery)
- 11.12 **APPROVE MEMORANDUM OF UNDERSTANDING (MOU) WITH CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA) AND ROCKLIN CHAPTER #773** – Request to approve Memorandum of Understanding with California School Employees Association and its Rocklin Chapter #773 for term July 1, 2016 through June 30, 2019. (Colleen Slattery)
- 11.13 **APPROVE AGREEMENT WITH NOVA SOUTHEASTERN UNIVERSITY** – Request to approve agreement with Nova Southeastern University. (Colleen Slattery)
- 11.14 **APPROVE NUTRITION SERVICES AGREEMENT WITH PLACER COUNTY OFFICE OF EDUCATION (PCOE)** – Request to approve nutrition services agreement with PCOE to provide lunches to Pathways Charter iCARE Program. (Barbara Patterson)
- 11.15 **AWARD BID FOR PAPER GOODS FOR THE NUTRITION SERVICES DEPARTMENT FOR 2016-17**– Request to award bid for paper goods for the Nutrition Services Department for the 2016-17 school year to Crown Distributing. (Barbara Patterson)
- 11.16 **APPROVE BOARD POLICIES (BP), ADMINISTRATIVE REGULATIONS (AR) AND BOARD BYLAWS (BB)** - Request to approve biannual review of Board Bylaw 9270, Conflict of Interest. (Barbara Patterson)
  - 11.16.1 BB 9270 Conflict of Interest – Revised
- 12.0 **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.

- 12.1 **APPROVE 2015-16 UNAUDITED ACTUAL FINANCIAL STATEMENTS** - Request to accept 2015-16 Unaudited Actual Financial Report/Statement. (Barbara Patterson)
- 12.2 **APPROVE RESOLUTION 16-17-04 ESTABLISHING APPROPRIATION LIMITATION (GANN)** - Request to approve Resolution 16-17-04 establishing appropriation limitation for the 2016-17 school year. (Barbara Patterson)
- 12.3 **RATIFY SERVICE AGREEMENT WITH OMNI GROUP TO ADMINISTER DISTRICT'S 403(b) DEFERRED COMPENSATION PLAN COMPLIANCE AND COMMON REMITTANCE** - Request to ratify service agreement to administer District's 403(b) Deferred Compensation Plan with OMNI Group and authorize Deputy Superintendent, Business and Operations, to sign related documents. (Barbara Patterson)
- 12.4 **APPROVE CONTRACT FOR SUNSET RANCH ELEMENTARY SCHOOL MODULAR CLASSROOM PROJECT 2016** - Request to approve contract with Landmark Construction for site work for Modular Classroom 2016 Project at Sunset Ranch Elementary School. (Craig Rouse)
- 13.0 **INFORMATION AND REPORTS**
- 13.1 **EXTENDED SUMMER SCHOOL (ESY) SUMMER SCHOOL UPDATE** – (Kathy Pon)
- 13.2 **SCHOOL OPENING REPORT** – (Roger Stock)
- 14.0 **PENDING AGENDA** – This is the time to place future items on the Pending Agenda.
- 15.0 **CLOSED SESSION** – The Board will adjourn to closed session regarding the following matters.
- 15.1 *Conference with Legal Counsel – Anticipated and Existing Litigation* as authorized by Government Code section 54956.9
- 15.2 *Public employee discipline/dismissal/release pursuant to Government Code section 54957*
- 15.3 *Conference with Labor Negotiators* as authorized by Government Code Section 54957.6  
District Representative(s): Roger Stock, Superintendent  
Barbara Patterson, Deputy Superintendent, Business and Operations  
Colleen Slattery, Assistant Superintendent, Human Resources
- 15.1 *Public Employee Performance Evaluation* as authorized by Government Code 54957.  
Position: Superintendent
- 16.0 **RECONVENE TO OPEN SESSION**
- 17.0 **REPORT OF ACTION TAKEN IN CLOSED SESSION**
- 18.0 **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 21, 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:**

Sep 2, 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 2nd day of September 2016 in Rocklin, California.

Brenda Meadows  
Executive Assistant  
Rocklin Unified School District

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

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SUBJECT: Family Partners in Education

DEPARTMENT: Office of the Chief of Communications and Community Engagement

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**Background:** The Rocklin Unified School District recognizes that family engagement and involvement equals student success. We value each and every one of our families at RUSD and we started this special recognition program to honor one at each school during our Board of Trustee meetings.

**Status:**

We are honoring one family per school each year. Antelope Creek Principal, Brian Arcuri, chose the Barnes family because of their strong support of the Antelope Creek community! Year after year they give their time, energy, and passion to the school on multiple occasions. Monica Barnes has been very involved in the PTA at the site and her husband Sam can often be seen hauling supplies, operating the famous Barnes Sno-Cones at the annual school carnival, and designing signs that promote various school events. Monica is so dedicated to our school that even as she was expecting her 5<sup>th</sup> child last year she continued to lead our PTA as president right up until the week of Bo's arrival! We are lucky to also have Betty, Toby, and Lucy as part of our student leadership groups on campus. They take time during their school day to give back by taking up leadership positions and by helping us out with whatever we ask of them on a daily basis. They can always be seen helping their parents during school events and have also contributed to an enriched school program for all of the students and families at Antelope Creek. All of the proceeds that come out of these events are put back into the school by the family. They have given hours of their time and their hard earned money to enrich the educational community at Antelope Creek not just for their family, but for all of the families that attend. This year staff, students, and families drove up to the school and were greeted by a fantastic, "Welcome Back" banner that the Barnes family designed in consultation with the PTA.

**Presenter(s):**

Diana Capra, Chief of Communications and Community Engagement  
Brian Arcuri, Principal, Antelope Creek Elementary

**Financial Impact:**

Current year: None (All special gifts given to our honorees tonight are donated by our community business partners)

Future years: N/A

Funding source: N/A

**Materials/Films:**

None

**Other People Who Might Be Present:**

Monica Barnes, Sam Barnes, Betty Barnes, Toby Barnes, Lucy Barnes, Roddy Barnes (toddler), Bo Barnes (baby).

**Allotment of Time:**

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

**Packet Information:**

None

**Recommendation:**

Special Recognition item only.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

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SUBJECT: Successful Summer Civic Career Program: City of Rocklin  
DEPARTMENT: Office of the Chief of Communications and Community Engagement

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**Background:**

The City of Rocklin, RUSD and Rocklin Educational Excellence Foundation (REEF) have partnered together to offer a unique program to engage our high school students. The Summer Civic Scholarship Program offers RHS, WHS and VHS students valuable hands on work experience that provides insight to possible future career choices.

**Status:**

This program was successfully executed this summer involving City employees as well as our students. Television news coverage was also secured. Rocklin High School's College and Career Director Amber Tillery worked with administration at the three high schools and City employees Jordan Pinkham and Corinne Heisler to organize this unique program.

**Presenter(s):**

Diana Capra, Chief of Communications and Community Engagement  
Amber Tillery, College and Career Center/Rocklin High School

**Financial Impact:**

Current year: \$2,203 RUSD  
\$7,500 Donation from REEF for Scholarships  
Future years: N/A  
Funding source: General fund/REEF

**Materials/Films:**

None

**Other People Who Might Be Present:**

Jordan Pinkham, Engineering Technician Public Services/City of Rocklin  
Corinne Heisler, Environmental Services Specialist  
High School students

**Allotment of Time:**

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

**Packet Information:**

Power Point Presentation

**Recommendation:**

Special Recognition/Presentation

September 7, 2016

**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 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 4:00 P.M., August 3, 2016, in the District Administration Office located at 2615 Sierra Meadows Drive, Rocklin, CA, 95677. A quorum was established.

2.0 **ROLL CALL**

Trustees Present:

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

Trustees Absent:

Administrative Staff: Roger Stock, *Superintendent*; Kathleen Pon, *Deputy Superintendent Educational Services*; Barbara Patterson, *Deputy Superintendent Business and Operations*; Craig Rouse, *Senior Director Facilities and Operations*; 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 (4:00 P.M.)** – The Board adjourned 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** – 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: Rocklin community member, Karen Enghusen, shared with the Board that prior to the Aug 3 Board Meeting she contacted RUSD District Office staff members, Karen Huffines, Director of Elementary Education and School Programs, and Craig Rouse, Senior Director Facilities and Operations, with a few questions regarding agenda items. Ms. Enghusen stated how impressed and pleased she was with the quick and professional response she received from staff and wanted to publically thank Huffines and Rouse for their professionalism. Colleen Crowe, RTPA President, greeted



the Board with positive wishes for a great school year and shared that Rocklin High School teacher Dan Frank received a \$20,000 grand from the California Teacher’s Association for the “Measuring Up Program.”

- 8.0 **COMMENTS FROM BOARD AND SUPERINTENDENT** – Susan Halldin shared that she attended the RUSD Office Professionals meeting on August 3<sup>rd</sup> and enjoyed seeing office staff as they make preparations for a successful start to the new year. Wendy Lang welcomed all and stated how much she is looking forward to a great new school year. Superintendent Stock wished Kathy Pon, Deputy Superintendent, Educational Services, a Happy Birthday and thanked Trustees for hosting the upcoming RUSD Welcome Back All Staff BBQ to be held on August 15.

9.0 **ACTION ITEMS - 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)

Wendy Lang and Camille Maben noted their absence at the July 20, 2016 Board of Trustees meeting and requested removal of **Item 9.1** for separate action.

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

A **MOTION** was then made by Susan Halldin and seconded Todd Lowell to approve Item 9.1. Motion passed by the following roll call vote: Lowell – aye, (Maben – abstained), Halldin – aye, Daley – aye (Lang – abstained).

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

- 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** – Barbara Patterson, Deputy Superintendent Business and Operations, request Board approval of MOU for RA, RA 2 and WSCA; Facilities Use and Fee Agreements; and MOUs for Special Education Use of Facilities with RA and RA2.

Following this a **MOTION** was made by Todd Lowell and seconded by Camille Maben to approve the MOU for RA, RA 2 and WSCA; Facilities Use and Fee Agreements; and MOUs for Special Education Use of Facilities with RA and RA2. Motion passed unanimously.

- 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** – Barbara Patterson, Deputy Superintendent Business and Operations, requested approval of the tax report and adoption of Resolution 16-17-03 for levying and apportioning the special tax for fiscal year 2016-17.

Comments: Todd Lowell noted that the documentation provided for this item showed the District has set aside 5% for delinquency. Lowell asked Russ Powell Senior VP with Economic and Planning Systems, what was done with the overfunded delinquency amount. Powell responded that overage funds are placed in a project fund used for funding of future schools. Lowell thanked Powell for his long standing partnership with RUSD and for his support of the District and outstanding facilities work.

Following this a **MOTION** was made by Wendy Lang and seconded by Susan Halldin to approve the tax report and adoption of Resolution 16-17-03 for levying and apportioning the special tax for fiscal year 2016-17. Motion passed by the following roll call vote: Lowell – aye, Maben – aye, Lang – aye, Halldin – aye, Daley – aye.

- 10.3 **NOMINATE REPRESENTATIVE TO PLACER COUNTY SCHOOL BOARDS ASSOCIATION** – Superintendent Roger Stock, request that Trustees discuss and take action as appropriate regarding nominations for Placer County School Boards Association, Executive Committee. No action was taken.
- 11.0 **PENDING AGENDA** – No items were placed on the Pending Agenda.
- 12.0 **CLOSED SESSION** – President Daley adjourned the meeting to closed session at 6:50 P.M. 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  
Kathy Pon, Deputy Superintendent, Educational Services  
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** – President Daley reconvened the meeting to open session.
- 14.0 **REPORT OF ACTION TAKEN IN CLOSED SESSION** – No action was taken in Closed Session.
- 15.0 **ADJOURNMENT**– President Daley adjourned the meeting at 8:58 P.M.

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

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

**ATTENDANCE SIGN-IN SHEET**

Wednesday, August 3, 2016

<b>NAME</b>	<b>AFFILIATION</b> <small>(site name/position, parent, community organization, etc.)</small>	<b>CONTACT INFORMATION</b> <small>(email and/or phone)</small>
Jolleen Crowe	RTPA /Parent/Teacher	RHS
Kathy Turner	Parent	
Karen Enghusen	Grandparent	

*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. Emily Greene, Guidance Counselor, Whitney High School, resignation effective upon hiring replacement

**LEAVE OF ABSENCE:**

2. Joanne Evers, 1.0 FTE Elementary PE Teacher, 0.19 FTE Leave of Absence 2016-17

**CHANGE IN 2016-17 ASSIGNMENT:**

1. Vicki Brown, 0.67 to 0.69 FTE Elementary PE Teacher
2. Hilary Edwards, 0.50 to 1.0 FTE Elementary Teacher, Sierra Elementary
3. Claire Fortenberry, 1.0 FTE Elementary Teacher, Ruhkala Elementary to Teacher on Special Assignment
4. Kristen Miller, 0.39 FTE to 0.58 FTE Elementary PE Teacher
5. Jennifer Nash, 0.25 to 1.0 FTE VAPA Elementary Teacher
6. Tiffany McCabe, 0.96 to 1.0 FTE VAPA Teacher
7. Gina Moon, 0.67 to 0.74 FTE VAPA Teacher

**2016-17 NEW HIRES:**

8. Macie Barber, 1.0 FTE Elementary Teacher, Parker Whitney Elementary
9. Jennifer Baribeau, 1.0 FTE Art Teacher, Spring View Middle School
10. Roberta Blynn, 0.50 FTE Elementary Teacher, Sierra Elementary
11. James Brooks, 1.0 FTE SDC Teacher, Spring View Middle School
12. Margaret Carlotti, 1.0 FTE Elementary Teacher
13. Sarah Caudill, 1.0 FTE Elementary Teacher, Antelope Creek Elementary
14. Stephanie Cochenour, 1.0 FTE Elementary Teacher, Parker Whitney
15. Courtney Craven, School Psychologist Intern
16. Cecelia Kulak, 1.0 FTE Language Arts Teacher, Granite Oaks Middle School
17. Leah Florence, 0.63 FTE Elementary VAPA Teacher
18. Katherine Koulouris, School Psychologist Intern
19. Lyndsay Lee, 1.0 FTE Elementary Teacher, Twin Oaks Elementary
20. Bonnie Nolte, 1.0 FTE School Psychologist
21. Jamie Olson, 1.0 FTE Language Arts Teacher, Victory High School
22. Steven Rose, 1.0 FTE RSP Teacher, Spring View Middle School
23. Stephanie Ruiz, 1.0 FTE Elementary Teacher, Rocklin Elementary
24. Molly Ryan, 1.0 FTE Elementary Teacher, Twin Oaks Elementary
25. Cara Schwindt, 1.0 FTE Elementary Teacher, Cobblestone Elementary
26. Rachelle Sloan, 1.0 FTE RSP Teacher, Rocklin High School
27. Laura Strasser, 1.0 FTE Language Arts Teacher, Victory High School
28. Michelle Taylor, 1.0 FTE RSP Teacher, Rocklin Elementary
29. Kristen Waters, School Psychologist Intern
30. Constance Wiede, 1.0 FTE SDC Teacher, Granite Oaks Middle School
31. Lisa Yamasaki, 1.0 FTE Elementary Teacher, Ruhkala Elementary

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**CLASSIFIED PERSONNEL REPORT**

**RESIGNATIONS/RETIREMENT:**

1. Jacqueline Garcia, Special Ed Instructional Aide II, 3<sup>rd</sup> Street Adult Program, Retiring, 8/31/16
2. Patricia "Trish" Hazell, Special Ed Instructional Aide II, Rocklin High School, Resigned, 8/11/16
3. Sean Piper, Groundskeeper II, Maintenance & Operations, Resigned, 8/19/16
4. Lydia Pedroza Sanchez, Instructional Aide, Rocklin Elementary, Resigned, 7/29/16
5. Shawn Richardson, Instructional Aide, Rock Creek Elementary, Resigned, 8/1/16
6. Sandy Foster, School Clerk, Twin Oaks Elementary, Resigned, 8/4/16
7. Sonia Yap-Diangco, Instructional Aide, Twin Oaks Elementary, Resigned, 8/2/16
8. Jacquelyn Ferguson, Instructional Aide, Rock Creek Elementary, Resigned, 8/3/16
9. Rodina Tungol, Library Aide, Antelope Creek Elementary, Resigned, 8/3/16
10. Constance Wiede, Special Ed Instructional Aide, Rock Creek Elementary, Resigned, 8/4/16
11. Emma Falcon, Special Ed Instr. Aide I/Instructional Aide, Granite Oaks, Resigned, 8/3/16
12. Ginger Smith, Instructional Aide, Granite Oaks Middle School, Resigned, 8/1/16
13. Kathy O'Hagan, Special Ed Instructional Aide II, Transition Program, Retired, 8/4/16
14. Erin Traynor, Instructional Aide – PE, Rocklin Elementary, Resigned, 8/8/16
15. Isla Emsley, Special Ed Instructional Aide I, Antelope Creek Elementary, Resigned, 8/8/16
16. Helen Murray, Special Ed Instructional Aide I, Twin Oaks Elementary, Resigned, 8/16/16
17. Nancy Long, Special Ed Instructional Aide I, Parker Whitney Elementary, Resigned, 8/8/16
18. Michele Schwasnick, Special Ed Instructional Aide I, Valley View Elementary, Resigned, 8/10/16
19. Carrie Phipps, Special Ed Instructional Aide II, Granite Oaks, Resigned, 8/12/16
20. Emily Colton, Special Ed Instructional Aide II, Whitney High School, Resigned, 8/12/16
21. Christina Taylor, Special Ed Instructional Aide II, Antelope Creek Elementary, Resigned, 8/15/16
22. Mike Booth, Bus Driver, Transportation Department, Retiring, 8/31/16
23. Jennyfer Osecheck, Instructional Aide, Ruhkala Elementary, Resigned, 8/30/16

# ROCKLIN UNIFIED SCHOOL DISTRICT HUMAN RESOURCES

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## LEAVE OF ABSENCE:

24. Jenni "Gigi" Camera, Payroll Technician II, District Office, 6/27/16—7/6/16
25. Emily Ford, LVN, Twin Oaks/Valley View/Cobblestone/Rocklin High/Victory, 9/28/16—10/7/16
26. Shawn McQueary, Health Aide, Whitney High School, 8/17/16 – 9/30/16

## NEW HIRES FOR 2016-17:

27. Karla Hearron, Instructional Aide – PE, Valley View Elementary, 8/17/16
28. Charlotte Trustram Eve, Instructional Aide ELL II, Sierra Elementary, 8/17/16
29. Elisabeth "Lisa" Hedenland, Behavior Analyst, District-wide, 8/9/16
30. Cheryl Bryan, Instructional Aide, Sierra Elementary, 8/17/16
31. Patrice Santos, Nutrition Services Worker I, Site TBD, 8/17/16
32. Lisa Schmidt, Special Ed Instructional Aide II, Rocklin High School, 8/17/16
33. Teresa Bitcon, Instructional Aide I, RICA/Cobblestone Elementary, 8/17/16
34. Lindsay Kram, Special Ed Instructional Aide II, Rocklin High School, 8/17/16
35. Kerstin Stoye, Instructional Aide, Twin Oaks Elementary, 8/23/16
36. Felisa Martinez, Instructional Aide, Rocklin Elementary, 8/26/16
37. Sondra Stroud, Instructional Aide, Breen Elementary, 9/6/16
38. Kourtney Vann, Instructional Aide, Rock Creek Elementary, 8/29/16

## RECLASSIFICATIONS/CHANGE IN HOURS:

39. Jodi Neiman, Special Ed Instructional Aide I RSP, Ruhkala Elementary, 8/17/16
40. Andrea Barker, Special Ed Instructional Aide I RSP, Ruhkala Elementary, 8/17/16
41. Beth Rodriguez, Instructional Aide – PE, Sierra Elementary, Increase in hours, 8/17/16
42. Stacey Daniels, Library Aide, Cobblestone Elementary, Increase in hours, 8/17/16
43. Helen Olafsen, Computer Center Tech, Cobblestone Elementary, Increase in hours, 8/17/16
44. Christina Dominguez, Library Aide, Valley View Elementary, Decrease in hours, 8/17/16
45. Aruna Kommu, Instructional Aide, Rock Creek Elementary, Increase in hours, 8/17/16
46. Sonia Yap Diangco, Instructional Aide, Twin Oaks Elementary, Increase in hours, 8/17/16

**ROCKLIN UNIFIED SCHOOL DISTRICT  
HUMAN RESOURCES**

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47. Michelle Mulder, Instructional Aide, Twin Oaks Elementary, Increase in hours, 8/17/16
48. David Jurgeit, Instructional Aide, Twin Oaks Elementary, Increase in hours, 8/17/16
49. Jacqueline Gonzalez, Instructional Aide, Twin Oaks Elementary, Increase in hours, 8/17/16
50. Ivette Cheap, Instructional Aide, Twin Oaks Elementary, Increase in hours, 8/17/16
51. Amy Young, Instructional Aide, Sierra Elementary, 8/17/16
52. Karen Pihl, Special Ed Instructional Aide II, Rock Creek Elementary, Site change, 8/17/16
53. Maggie Lloyd, Special Ed Instructional Aide II, Twin Oaks Elementary, Site change, 8/17/16
54. Melissa Lopez, Special Ed Instructional Aide II, Whitney High School, Site change, 8/17/16
55. Georgina Velasquez, Special Ed Instructional Aide III, Sunset Ranch, Site change, 8/17/16
56. Wolete Ruty, Special Ed Instructional Aide II, Breen Elementary, Site change, 8/17/16
57. Megan Moriarty, Special Ed Instructional Aide II, Rocklin High School, Site change, 8/17/16
58. Shilpa Chitre, Special Ed Instructional Aide II, Rocklin High School, Site change, 8/17/16
59. Lynn Bruice, Library Clerk, Twin Oaks Elementary, Increase in hours, 8/8/16
60. Katie Utterback, Instructional Aide, Rocklin Elementary, Increase in hours, 8/17/16
61. Cachet Abedi, Instructional Aide, Twin Oaks Elementary, Increase in hours, 8/17/16
62. Lisa Lombard, Instructional Aide, Twin Oaks Elementary, Increase in hours, 8/17/16
63. Dean Moore, Technology Support Specialist, Rocklin High, Job Description change, 8/1/16
64. Leonard Lee, Technology Support Specialist, Whitney High, Job Description change, 8/1/16
65. Guiliana Hoolehan, Special Ed Instructional Aide I-RSP, Cobblestone Elementary, 8/17/16
66. Corrie O'Barr, Special Ed Instructional Aide I-RSP, Cobblestone Elementary, 8/17/16
67. Bernadine Lawrence, Instructional Aide, Cobblestone Elementary, Decrease in hours, 8/17/16
68. Tamara Henry, Instructional Aide, Cobblestone Elementary, Decrease in hours, 8/17/16
69. Susan Bliss, Instructional Aide, Cobblestone Elementary, Increase in hours, 8/17/16
70. Patricia McElhinney, Instructional Aide, Cobblestone Elementary, Increase in hours, 8/17/16
71. Debbie Williams, Special Ed Instructional Aide I, Spring View, Reducing hours, 8/17/16
72. Aaron Bryan, Computer Center Technician, Breen Elementary, Decrease in hours, 8/17/16



**ROCKLIN UNIFIED SCHOOL DISTRICT  
HUMAN RESOURCES**

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73. Alicia Boyd, Computer Center Technician, Sunset Ranch Elementary, Increase in hours, 8/17/16
74. Margaret McLain, Occupational Therapist, District-wide, Increase in hours, 8/1/16
75. Sonji Toston, Licensed Vocational Nurse, Sunset Ranch Elementary, Increase in hours, 8/17/16
76. Sarah Leverenz, Licensed Vocational Nurse, Sunset Ranch Elementary, Increase in hours, 8/17/16
77. Barbara Dingfelder, Licensed Vocational Nurse, Rocklin High, Increase in hours, 8/17/16
78. Susan Benson, Computer Center Tech, Twin Oaks Elementary, Increase in hours, 8/17/16
79. Melinda McIntyre, Library Aide, Twin Oaks Elementary, Increase in hours, 8/17/16
80. Stacey Cronin, Special Ed Instructional Aide II, Rock Creek Elementary, 8/22/16
81. Guillian Hoolehan, Instructional Aide, Cobblestone Elementary, 8/18/16
82. Corrie O'Barr, Instructional Aide, Cobblestone Elementary, 8/18/16
83. Mike Booth, Bus Driver, Transportation Department, Decrease in hours, 8/17/16
84. Mariah Breckenridge, Bus Driver, Transportation Department, Increase in hours, 8/17/16
85. Pamela Brooks, Bus Driver, Transportation Department, Increase in hours, 8/17/16
86. Cheryl Brouhard, Bus Driver, Transportation Department, Increase in hours, 8/17/16
87. Sharon Cree, Bus Driver, Transportation Department, Decrease in hours, 8/17/16
88. David Farley, Bus Driver, Transportation Department, Increase in hours, 8/17/16
89. Kristina Hansen, Bus Driver, Transportation Department, Increase in hours, 8/17/16
90. David Hawkins, Bus Driver, Transportation Department, Decrease in hours, 8/17/16
91. Barbara Holbrook, Bus Driver, Transportation Department, Decrease in hours, 8/17/16
92. Al Nord, Bus Driver, Transportation Department, Decrease in hours, 8/17/16
93. Steve Spear, Bus Driver, Transportation Department, Decrease in hours, 8/17/16
94. Donna Stricklin, Bus Driver, Transportation Department, Decrease in hours, 8/17/16
95. Cheng Vang, Bus Driver, Transportation Department, Increase in hours, 8/17/16
96. Peter Davis, Technology Support Specialist, Whitney High School, 8/22/16
97. Jodi Neiman, Instructional Aide, Ruhkala Elementary, Decrease in hours, 8/17/16
98. Rebecca Cavarra, Instructional Aide, Sunset Ranch Elementary, Decrease in hours, 8/17/16
99. Ami Moore, Instructional Aide, Sunset Ranch Elementary, Decrease in hours, 8/17/16
100. Pauline Frank, Library Aide, Sunset Ranch Elementary, Increase in hours, 8/17/16

**ROCKLIN UNIFIED SCHOOL DISTRICT  
HUMAN RESOURCES**

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- 101. Lisa Lombard, School Clerk, Twin Oaks Elementary, 8/22/16
- 102. Leta Momet, Administrative Assistant II, Facilities Department, 9/5/16
- 103. Guiliana Hoolehan, Library Aide, Rock Creek Elementary, Resigned hours, 8/16/16
- 104. Selena Ueltzen, Instructional Aide, Parker Whitney, Resigned crossing hours, 8/23/16
- 105. Martha Brown, Instructional Aide, Valley View Elementary, Decrease in hours, 8/17/16
- 106. Deborah Tachis, Instructional Aide, Valley View Elementary, Increase in hours, 8/17/16
- 107. Sabrina March, Instructional Aide, Valley View Elementary, Increase in hours, 8/17/16
- 108. Nicole Warner, Instructional Aide, Valley View Elementary, Increase in hours, 8/17/16
- 109. Karen Baker, Instructional Aide, Sierra Elementary, Decrease in hours, 8/17/16
- 110. Sharon Bates, Instructional Aide, Sierra Elementary, Increase in hours, 8/17/16
- 111. Janice Carpenter, Instructional Aide, Sierra Elementary, Decrease in hours, 8/17/16
- 112. Janet Smyers, Instructional Aide, Sierra Elementary, Increase in hours, 8/17/16

ROCKLIN UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BRIEFING

---

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

---

**Background:**

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

**Status:**

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

**Presenter:** Barbara Patterson, Deputy Superintendent, Business & Operations

**Financial Impact:**

Current year: \$ 6,073.04  
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 /September 7, 2016

Date	Donor	Donation	Comment/Purpose	School Site
8/22/2016	St. Peter & Paul Church	School Supplies	\$1,000 worth of school supplies	District Office
7/22/2016	Carter-Kelly Inc.	\$500.00	For Back to School BBQ	District Office
7/22/2016	Lozano Smith, LLP	\$1,000.00	For Back to School BBQ	District Office
8/10/2016	Hayden Wuelfing	\$120.00	Through PG&E Matching Gift Program	Breen
8/10/2016	Grant Kageta	\$83.04	Through PG&E Matching Gift Program	Sirerra
8/19/2016	Sunset Ranch PTC	\$4,250.00	For Lexia Software	Sunset Ranch
8/8/2016	Jenifer Huston	\$40.00	Through AT&T Employee Giving Program	Valley View
8/8/2016	AT&T Employee Giving Program	\$80.00	On behalf of Jenifer Huston	Valley View
	<b>Total</b>	<b>\$6,073.04</b>		

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

---

SUBJECT: Approve Will Serve Letter – Whitney Villas, 20 Units

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

---

**Background:**

California Builders Services is requesting a “Will Serve” letter for Whitney Villas, 20 Units. The projected dates of this project are from July 2016 to July 2017, which means these students would begin arriving in May of 2017.

**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 California Builders Services request, the will serve letter, and listing of schools is included.

**Recommendation:**

Staff recommends Board approval of the attached “Will Serve” letter for 20 lots located at Whitney Villas.

# 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

September 8, 2016

Katelyn Garrett  
Office Assistant  
California Builders Service  
55 Shaw Avenue, Suite 105  
Clovis, CA 93612

**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

September 8, 2016

Katelyn Garrett  
California Builders Services  
55 Shaw Avenue, Suite 105  
Clovis, CA 93612

Subject: Whitney Villas, 20 Units  
Will Serve Letter

Dear Ms. Garrett:

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 Villas, 20 Units located at South Whitney Blvd. and Sunset Blvd., Rocklin. 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.

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 year.

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

---

**SUBJECT:** Approve Change Order No. 1 for Whitney High School (WHS) Synthetic Turf Replacement/All Weather Resurface Project

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

---

**Background:**

On April 20, 2016, the board approved the contract to Field Turf for the replacement of the Whitney High School Synthetic Turf and All Weather Track Resurface Project. During the demolition of the existing synthetic turf, it was discovered that there was an unforeseen condition regarding the installation of the existing header board. Change order #1 reflects Field Turf's charge \$20,000 to repair/replace the header board. The original board approved contract was for \$999,249.

**Status:**

Change Order No. 1 for Field Turf has been prepared and is presented to the Board for approval.

**Presenter:**

Craig Rouse, Senior Director Facilities, Maintenance & Operations

**Financial Impact:**

Current year: \$20,000.00  
Future years: N/A  
Funding source: General Fund (01) Routine Restricted Maintenance Account (Resource 8150)

**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:**

Change Order No. 1 included.

**Recommendation:**

Staff recommends approval of Change Order No. 1 for the synthetic turf replacement/all weather resurface project at Whitney High School in the amount of \$20,000.00 with Field Turf.





THE ULTIMATE  
SURFACE EXPERIENCE

**Subcontract Change Order**

Date: June 27, 2016

**Change Order # 1**

From: FieldTurf USA, Inc.  
7445 Cote de Lasse Rd, Suite 200  
Montreal, Quebec H4T 1G3  
Phone: 888-209-0643 Fax: 514-692-0491

To: Rocklin USD  
2615 Sierra Meadows Drive  
Rocklin, CA 95677

Project: Whitney High School  
Field Replacement

Contact: Graig Rouse  
 Phone: 916-630-2246  
 Fax:  
 Email: grouse@rocklin.k12.ca.us

Original Contract:	\$ 999,249.00
Previous Change Orders:	\$ -
Current Change Order:	\$ 20,000.00
<b>Revised Contract Total:</b>	<b>\$ 1,019,249.00</b>

**SCOPE**

Removal and replacement of 2,300 lf of header board

Description	Total Cost
<del>300 lf of existing header to be reinforced to meet FieldTurf installation standards</del>	
Removal and replacement of 2,300 lf of header board	\$ 20,000.00
<b>TOTALS</b>	<b>\$ 20,000.00</b>

**Notes/Exclusions:**

Quote is valid for thirty (30) calendar days  
 The Contract Time will be increased by \_\_\_\_ days.

It is mutually agreed that for the above-referenced changes to take place, the original contract price will be adjusted by the above-referenced amount, which will become payable in accordance with the same terms and conditions as in the original contract or purchase order:

**\$ 20,000.00**

If all the terms of this change order are acceptable please have an authorized representative sign the bottom of this document and return it to FieldTurf's Montreal office, or as otherwise provided in the contract documents, FieldTurf will, in turn, provide a fully executed copy for your records. Once this document is fully executed, it will be considered a revision/modification to the original contract or purchase order.

FieldTurf USA, Inc.  
  
 Authorized Representative

6/28/2016  
 Date

Rocklin USD  
  
6.28.16

~~OC Jones & Sons, Inc.~~  
 Authorized Representative

\_\_\_\_\_  
 Date

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702 PAGE ONE OF PAGES

TO GENERAL CONTRACTOR: Rocklin Unified School District  
2615 Sierra Meadows Drive  
Rocklin 95677

FROM CONTRACTOR: FieldTurf USA, Inc.  
175 North Industrial Blvd  
Calhoun, GA 30701

PROJECT: Whitney High School  
701 Whitec Blvd  
Rocklin, CA 95765

REMITTANCE ADDRESS: 7445 Cole-de-Lesse Road, Suite 200  
Montreal, QC H4T 1Q2  
WIRE DETAILS: Bank of America; Account Number: 4427657113  
Transfer routing (ABA): 026009593; ACH routing (ABA): 111000012

APPLICATION NO: 2

PERIOD TO: 8/31/16

Distribution to:  
OWNER  
ARCHITECT  
CONTRACTOR

**CONTRACTOR'S APPLICATION FOR PAYMENT**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: *Stephanie D. Basso*  
Stephanie D. Basso  
Date: August 17, 2016

State of Quebec, Canada  
Conroy of Montreal  
Notary Public: Jean Claude Joly  
Subscribed and sworn to before me this 17th day of August, 2016  
My Commission expires: June 9th 2019

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated. The quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 507,826.81

(A such explanation if amount certified differs from the amount applied, initial all figures on this Application and the Continuation Sheet that are changed to conform with the amount certified.)  
By: *Wally E. Wood*  
Date: 8.18.16

\$	999,249.00
\$	20,000.00
\$	1,019,249.00
\$	978,184.55

\$	48,909.23
\$	929,275.32
\$	419,468.51
\$	509,806.81
\$	89,973.68

1. ORIGINAL CONTRACT SUM
2. Net change by Change Orders
3. CONTRACT SUM TO DATE (Line 1 ± 2)
4. TOTAL COMPLETED & STORED TO DATE (Column C on G703)
5. RETAINAGE:
  - a. 5% of Completed Work (Column D + B on G703)
  - b. % of Stored Material (Column F on G703)
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

CHANGE ORDER SUMMARY	
DEDUCTIONS	ADDITIONS
Total changes approved in previous months by Owner	
Total approved this Month	\$20,000.00
TOTALS	\$20,000.00
NET CHANGES by Change Order	\$20,000.00

An document area - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - © 1992  
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*Wally E. Wood*  
8.18.16

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 2

Contractor's signed certification is attached.

APPLICATION DATE: 08/17/16

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 08/31/16

Use Column I on Contracts where variable retainages for line items may apply.

ARCHITECT'S PROJECT NO: 0

Whitney HS

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
1	Fieldurf Revolution 360 Green Cryo	408,953.00	265,819.45	143,133.55		408,953.00		20,447.65
2	Beynon Synthetic Track Surfacing	265,700.00	0.00	239,130.00		239,130.00	25,570.00	11,956.50
3	Removal/disposal/fine grading (site prep)	85,620.00	85,620.00			85,620.00		4,281.00
4	Brook Powerbase YSR	167,969.00	33,599.80	134,375.20		167,969.00		8,398.45
5	Center Logo (same - 3 colors)	9,800.00	9,800.00			9,800.00		490.00
6	End Zone Letters (14 letters - 1 color)	9,800.00	9,800.00			9,800.00		490.00
7	Inlaid football markings	0.00	0.00			0.00		0.00
8	Inlaid soccer markings	0.00	0.00			0.00		0.00
9	8 year 3rd party insured warranty	0.00	0.00			0.00		0.00
10	5 year warranty on Beynon Track	0.00	0.00			0.00		0.00
11	GMAX Testing	5,000.00	0.00			0.00	5,000.00	0.00
12	Maintenance program	10,500.00	10,500.00			10,500.00		525.00
13	CMAS fees	0.00	0.00			0.00		0.00
14	Bonding fees	8,780.00	8,780.00			8,780.00		439.00
15	Sales taxes (on materials only)	27,127.00	17,632.55			17,632.55	9,494.45	881.63
CO 1	Removal & Replacement of Header Board	20,000.00	0.00	20,000.00		20,000.00		1,000.00
<b>GRAND TOTALS</b>		1,019,249.00	441,345.80	536,638.75	0.00	978,184.55	\$41,064.45	48,909.23

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

---

SUBJECT: Approve Contract for District Data Server Room HVAC Replacement Project

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

---

**Background:**

The HVAC units for the District data server room have exceeded their life cycle expectancy causing the data server room to overheat. This is putting the District's student data and other valuable data systems at risk for data loss and/or corruption.

**Status:**

The District has solicited design services from Rainforth Grau Architects to replace the existing data server room HVAC units.

Rainforth Grau Architects \$36,000.00

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: \$36,000.00

Future years: N/A

Funding source: General Fund (01) Routine Restricted Maintenance Account (RESC 8150)

**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:**

Consultant Agreement.

**Recommendation:**

Staff recommends approval of the consultant agreement for the District Data Server Room HVAC Replacement Project in the amount of \$36,000.00 with Rainforth Grau Architects.

# ROCKLIN UNIFIED SCHOOL DISTRICT

## *Facilities, Maintenance and Operations*

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

### INDEPENDENT CONSULTANT AGREEMENT

For Professional Services

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 8<sup>th</sup> day of September, 2016 by and between the Rocklin Unified School District, 2615 Sierra Meadows Drive, Rocklin, California 95677 ("District") and Rainforth Grau Architects ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

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

- 1.1 **Design Services for the District Data Server Room HVAC Replacement Project**

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

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

**District Office**

- 1.3 **N/A.** The Consultant's Services at any one of the sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Consultant's Services at other site(s). The provisions of this Agreement shall apply to the Consultant's Services at each site, without regard to the status of the remaining component(s). Consultant shall invoice for each inspection and test separately and for each site separately and District shall compensate Consultant for each site separately based on the level and scope of Services completed for each site.
2. **Term.** The term of this Agreement shall be no longer than the period of construction of the Project, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

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

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

4. **Compensation.** As full consideration for the satisfactory completion of the services required pursuant to this Agreement, District agrees to pay Consultant on an hourly basis and/or a per unit basis, as indicated in Exhibit "A" equal to an amount not to exceed Thirty Six Thousand (\$36,000). District shall pay Consultant according to the following terms and conditions:

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

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

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

4.3.1 Accept no order as valid except on this form;

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

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

4.3.4 N/A. A delivery slip must accompany each shipment;

4.3.5 N/A. There must be a separate invoice for each order;

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

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

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:
  - 5.1 As shown in Exhibit "A".
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **N/A. Labor Compliance Program.** The Consultant shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with the persons responsible for operation of the District's Labor Compliance Program. If the Consultant employs subcontractor(s), the Consultant shall ensure that its contract(s) with its subcontractor(s) include language notifying the subcontractor(s) of the District's Labor Compliance Program, if any.
8. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
  - 8.1 Not applicable.
9. **Performance of Services.**
  - 9.1 **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
  - 9.2 **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

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



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

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

**13.3.1** material violation of this Agreement by the Consultant; or

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

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

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

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

**15. Insurance.**

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

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

1283940.1 10369-001

- 15.1.2 Automobile Liability Insurance.** Commercial Any Auto Automobile Liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence;
- 15.1.3 Professional Liability Insurance (Errors and Omissions).** Professional Liability Insurance (Errors and Omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and
- 15.1.4 Workers' Compensation Insurance.** Workers' Compensation Insurance as required by law.

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

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

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

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

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

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

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

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

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

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

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

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

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

**Consultant:**  
Rainforth Grau Architects  
2407 J Street, Suite 202  
Sacramento, CA 95816

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

**ATTN: Jeffrey Grau**

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

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

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

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

Dated: \_\_\_\_\_, 20\_\_\_\_

Rocklin Unified School District

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

Print Name: Barbara Patterson

Print Title: Deputy Superintendent  
Business Services

Dated: 8-24, 2016

Rainforth Grau Architects

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

Print Name: Jeffrey Grau

Print Title: Principal

**Information regarding Consultant:**

Consultant: Rainforth Grau Architects

License No.: C 14648

Address: 2407 J St, Ste 300  
Sacramento, CA 95816

Telephone: 916.368.7990

Facsimile: \_\_\_\_\_

E-Mail: JGRAU@RAINFORTHGRAU.com

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

68-0234378 :  
Employer Identification and/or Social Security Number

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

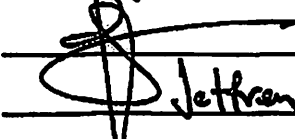
**WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides:

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

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

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

Date: 8-24-16  
Name of Consultant or Company: Rainforth Grau Architects  
Signature:   
Print Name and Title: Jeffrey Grau, Principal

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



**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

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

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

Date: 8/24/16  
District Representative's Name and Title: Craig Rouse, Senior Director Facilities, M&O  
Signature: \_\_\_\_\_

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

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

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

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_  
Name of Consultant or Company: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name and Title: \_\_\_\_\_

## Exhibit A



August 24, 2016

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

Attention: Craig Rouse, Senior Director of Facilities

Subject: Proposal for Architectural Services  
District Office Server Room HVAC Replacement

Dear Craig:

Thank you for the opportunity to submit our proposal for architectural services for the District Office Server Room HVAC Replacement project.

**Scope of Work:** Replace the existing air conditioning units in the District's server room and create more efficient cooling of the server racks. Work includes:

- Replace existing hvac units (4) and roof-top condensers with new units in same locations. Cooling capacity will be based on 100% redundancy.
- Create hot and cold sides of equipment racks. Ducting or other means will be added to better direct cooling and return air.
- Install suspended ceiling in order to better concentrate cooling on equipment.
- Modify lighting, power and low voltage systems as required for new work and due to installation of the suspended ceiling.
- Install Garland White Knight roofing system over equipment well roofing.

**Exclusions:** Scope of work excludes:

- Reconfiguration of existing server racks. This work will be included in the future generator project
- Structural changes
- Work in other portions of building
- ADA work
- General finish work
- Other work not specifically indicated above
- Destructive investigation and testing to verify and confirm existing conditions
- Work related to identifying or removing hazardous materials (assumed clear due to age of building)
- DSA (Per DSA IR A-10 mechanical equipment and re-roofing are excluded from DSA review. The low estimated cost of the remaining scope of work is exempt from DSA review)

**Scope of Services:** We will provide the following:

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

**Additional Services:**

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

**Exclusions:**

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

**Budget:** Although all issues are not identified and exact scope of work has not been finalized, the breakdown of probable costs is currently as follows:

• Liebert ac units	4 units x \$18,000	=	\$ 72,000	
• Installation	4 units x \$10,000	=	\$ 40,000	
• Modifications	ceiling, etc.		\$ 20,000	
• Elec. connections	4 units x \$6,000	=	\$ 24,000	
• Elec. adjustments	lights, fire alarm	=	\$ 16,000	due to new ceiling
• Re-roofing	7,000 sf x \$10/sf	=	<u>\$ 70,000</u>	
			\$242,000	sub-total
			+ 25%	GC O&P
			<u>\$302,500</u>	Total Construction Estimate

The Liebert cost is based on what we think the design will be. We can update when actual costs are known.

**Consultants:** Our consultant team will include:

- Mark Neeley of Neeley Mechanical for mechanical
- David Yu of Harry Yee & Associates for electrical
- No other consultants are included

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

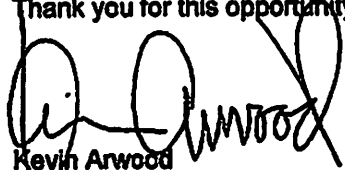
**Fee:** For the services and scope of work described we propose an hourly not-to-exceed maximum fee of \$36,000. We will be as efficient as possible.

**August 24, 2016  
Proposal for Architectural Services  
District Office Server Room HVAC Replacement  
Page 3**

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

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

**Thank you for this opportunity to continue providing services to the Rocklin Unified School District.**

A handwritten signature in black ink, appearing to read "Kevin Arwood". The signature is stylized with large, sweeping loops.

**Kevin Arwood  
Associate Architect**

*y:\business development\proposal - rocklin do server rm hvac.docx*

**FEES SCHEDULE "W"**  
Effective July 22, 2013

**Architectural:**

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

**Consultants:** Consultant Billing x 115%

**Other:** Vehicle use (mileage): No Charge

Zone or Long Distance phone calls: No Charge

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

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

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

BOARD AGENDA BRIEFING

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SUBJECT: Ratify Contract for Facilities Use Web Based Program

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

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**Background:**

The District has been using a paper tracking system for facilities use requests that requires extensive staff time to track, log, approve, invoice and process. This has caused a delay in approval time and double bookings.

**Status:**

Staff researched software companies and is recommending Facilitron to replace the existing facilities use request paper tracking system with a web based facility use approval program. Facilitron will enter everything in the system to set up and implement, and will provide dedicated support to users and staff. Facilitron charges a transaction fee of between 6% and 12% of the facilities use fees established by the District, on a sliding scale (see Addendum to contract attached), to the user which is paid online. The facilities use fees are then transferred to the District monthly. The Facilitron platform will allow RUSD to accommodate the full spectrum of internal processes that will benefit the school sites, community and District Staff. This will give RUSD better control and simplifies the way we manage and rent out our facilities. This software will free up time for the sites as they will be able to integrate all of the campus events with the outside event request on one calendar.

**Presenter:**

Craig Rouse, Senior Director Facilities, Maintenance & Operations

**Financial Impact:**

Current year: Approximately \$6,000 to \$8,000 for the remainder of this fiscal year  
Future years: Approximately \$12,000 - \$16,000 based on facilities use fees collected  
Funding source: General 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:**

Consultant Agreement.

**Recommendation:**

Staff recommends ratification of the contract for the facilities use web based program with Facilitron.

**Rocklin Unified School District and Facilitron, Inc.  
Online Facilities Rental Storefront Agreement**

This Online Facilities Rental Storefront Agreement (this "Agreement") is made and entered into as of ~~SEPTEMBER 9~~, 2016 (the "Effective Date"), by and between Rocklin Unified School District (the "Client"), and Facilitron, Inc., a Delaware corporation (the "Company") (the Client and the Company are each sometimes referred to herein as a "Party" and collectively as the "Parties").

**W I T N E S S E T H**

A. WHEREAS, the Company is the operator of an Internet website which provides its customers with a web storefront for the presentation and rental of facilities; and

B. WHEREAS, the Client desires to present and rent its facilities on a storefront hosted by the Company ("the "Client Facilities Rental Storefront") upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

**A G R E E M E N T**

1. **Definitions.** As used in this Section 1, the following terms shall have the following meanings:
  - (a) **"Company Site"** shall mean the Company's Website maintained at [www.facilitron.com](http://www.facilitron.com) and any successor or supplemental locations.
  - (b) **"Client Site"** shall mean Client's Website maintained at: <http://www.rocklinusd.org> and any successor or supplemental locations.
  - (c) **"End-Users"** shall mean individuals or outside group representatives as well as any employee, contractor or agent of Client who uses Company's Site.
  - (d) **"Client Facilities"** shall mean the facilities that the Client intends to rent.
  - (e) **"Online Facilities Rental Storefront"** shall mean the website and e-commerce platform on the Company Site provided to Client by the Company for the purpose of renting Client Facilities to End-Users ([www.facilitron.com/rusd95677](http://www.facilitron.com/rusd95677) and any successor or supplemental locations).
  - (f) **"Services"** shall mean the act of setting up and populating Online Facilities Rental Storefront and Client Facilities for presentation and rental, providing additional offerings facilitating rental transactions, such as liability insurance, taking rental orders, processing of payments and disbursements, and providing the customer support.



2. Grant of Rights.

(a) Grant of Rights to Company. The Client hereby grants Company the non-exclusive right to present and rent Client Facilities to End-Users in accordance with the provisions of this Agreement during the Term.

(b) Appointment of the Company as Limited Payment Collection Agent for the Client. The Client hereby appoints Company as the Client's limited payment collection agent solely for the purpose of accepting rental and service payments from End Users. The Client agrees that payment made by an End User through Company, shall be considered the same as a payment made directly to the Client, and the Client will make the facilities and services available to the End User in the agreed-upon manner as if the Client has received the fees. The Client agrees that Company may, in accordance with the cancellation policy selected by the Client (i) permit the End User to cancel the booking and (ii) refund (via Company) to the End User that portion of the fees specified in the applicable cancellation policy. The Client understands that as Company accepts payments from End Users as the Client's limited payment collection agent and that Company's obligation to pay the Client is subject to and conditional upon successful receipt of the associated payments from Guests. In accepting appointment as the limited authorized agent of the Client, Company assumes no liability for any acts or omissions of the Client.

(c) Pricing and Payment Terms. The Client shall determine the pricing for its facilities rental, application, equipment usage, custodial and other associated services provided by the Client (the "Client Fee"). **Company shall charge End Users a service fee and/or withhold a commission from the Client, as determined by the Client pursuant to the Addendum attached hereto.** Notwithstanding the foregoing, in no event shall the aggregate fees to be charged to End Users exceed those limits set forth in California law or Client's board policies. Company shall remit all collected Client Fee payments for completed rentals minus applicable commission and any End User refunds by a check to the Client on a Monthly basis, and such funds must be sent by Company to Client by the 20<sup>th</sup> day of the following month.

(d) Audit. Upon at least 10 calendar days prior written demand to Company, the Client shall have the right, at its own cost and expense, to audit Company's books, records, and accounts for the sole purpose of verifying payments reported under Section 2(c). Company shall provide all such relevant books, records, and accounts to Client upon such demand. If Client (through its certified public accountant) concludes that additional amounts were owed during the audited period, Company shall pay such additional amounts within thirty (30) calendar days of the date the Client delivers to Company such accounting firm's written report so concluding. The fees charged by such accounting firm shall be paid by the Client; provided, however, if the audit discloses that the payments payable by Company for such period are more than 30% of the amounts actually paid for such period, then Company shall pay the reasonable fees and expenses charged by such accounting firm.

3. Scope of Services.

Company shall be responsible for (i) designing and hosting facility rental websites equipped with rental application and payment processing for each facility, (ii) maintaining the websites and calendar to ensure that the sites are functionable and actionable, (iii) providing account management and customer personnel as are reasonably necessary to perform, maintaining and

managing the services provided thereby, (iv) coordinating all administrative functions associated with the Services and (v) conducting any other operations reasonably necessary to perform the Services. Company shall comply with all industry standards, Client's reasonable requests, and all applicable law, in providing the Services.

4. Client Obligations.

(a) Solely for purposes of conducting the Services, Client shall use commercially reasonable efforts to assist Company in performing the Services by providing access to its staff, facilities, and updated rental availability data in a timely manner.

(b) The Client shall use commercially reasonable efforts to provide on its website and other communications, at its discretion, instructions, links, and other information to promote the Services therein.

5. No Transfer of Intellectual Property Rights. The Client and the Company acknowledge and agree that no transfer of any proprietary technology, inventions, developments, improvements, art, ideas, art form, or the like, including, but not limited to patents, patent applications, trademarks, copyrights or trade secrets (collectively, "Intellectual Property"), is intended in connection with this Agreement. Each Party's ownership interest in any Intellectual Property owned or licensed by such Party as of the date of this Agreement is not, and shall not be affected by the terms of this Agreement.

6. Trademarks: the Client Marks.

(a) Subject to the terms and conditions of this Agreement, the Client grants Company a nonexclusive, nontransferable, revocable license to use the Client trademarks ("Client Marks") on the Online Facilities Rental Storefront and in connection with any promotions, marketing and press releases relating to the alliance created pursuant to the terms of this Agreement. The Client Marks are, and shall remain, the sole property of Client. Upon termination of the herein-granted license for any reason, the Company agrees to promptly discontinue use of the Client Marks.

(b) The Company Marks are, and shall remain, the sole property of the Company. Client recognizes the Company's title to the Company Marks. Client shall use commercially reasonable efforts to not do or suffer to be done any act or thing which will in any way impair the rights of the Company in and to the Company Marks. It is understood that Client shall not acquire and shall not claim any title to the Company Marks adverse to the Company by virtue of the license granted herein, it being the intention of the Parties that use of the Company Marks by Client shall at all times inure to the benefit of the Company. Upon termination of the herein-granted license for any reason, Client agrees to promptly discontinue use of the Company Marks.

7. Privacy Policy.

Company shall ensure that all individual, aggregate and personally-identifiable customer data and information about the End Users collected by Company complies with all applicable laws and regulations, including, but not limited to the Children's Online Privacy Protection Act of 1998

(15 U.S.C. §6501 et seq.), the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. §1232g; et seq.) and related regulations, relevant State law, and with the Company's privacy policy ("Privacy Policy"). To the extent any End-User data contains student data, pupil records, or other personally identifiable information of a student, Company agrees to comply with California Education Code section 49073.1. Company shall post, on at least the main page of the Online Facilities Rental Storefront, a copy or link to the Company Privacy Policy. The Privacy Policy must be prominently published on the web page and provide adequate notice, disclosure and choice to users regarding Company's collection, use and disclosure of user information. Company will ensure that the Privacy Policy does not create any liability to Client for the use of any customer or user data by either party in any manner.

8. Confidentiality.

(a) Confidential Information. For purposes of this Agreement, "Confidential Information" shall mean any information disclosed by a Party hereto (the "Disclosing Party") to the other Party ("Recipient"), either directly or indirectly, in writing or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary" or, if disclosed orally, is identified as confidential or proprietary at the time of its disclosure to the Recipient; provided, however, that any information relating to financial, product and business plans and strategies shall be deemed to be Confidential Information whether or not so designated. Notwithstanding the foregoing, Confidential Information shall not include any information which (i) was publicly known and available in the public domain prior to the time of disclosure to the Recipient by the Disclosing Party; (ii) becomes publicly known and available in the public domain after disclosure to the Recipient by the Disclosing Party through no action or inaction of Recipient; (iii) Recipient is able to demonstrate by documentary evidence that such information was lawfully in the possession of Recipient at the time of disclosure by the Disclosing Party; (iv) is independently developed by Recipient, provided Recipient can show by documentary evidence that such development was accomplished by or for Recipient without any use or beneficial reference to any Confidential Information; (v) is disclosed pursuant to legal, judicial or administrative proceeding or as otherwise required by law, provided that (A) Recipient gives reasonable prior notice to the Disclosing Party to allow it to seek a protective or similar order preventing or restricting the disclosure of such information, and (B) such information shall be deemed not to be Confidential Information only to the extent that such disclosure is compelled by such proceeding or law and only for the purpose of complying with such proceeding or law; or (vi) has been approved in writing for disclosure by the Disclosing Party.

(b) Duty to Hold in Confidence. Each Recipient agrees that, to the extent permitted by law, it will preserve in strict confidence and secure against accidental loss any Confidential Information disclosed by the Disclosing Party to Recipient. In preserving the Disclosing Party's Confidential Information, Recipient will use the same standard of care it would use to secure and safeguard its own confidential information of similar importance, but in no event less than reasonable care. Any permitted reproduction of the Disclosing Party's Confidential Information shall contain all confidential or proprietary legends that appear on the original.

(c) **Permitted Disclosures.** To the extent permitted by law, Recipient shall permit access to the Disclosing Party's Confidential Information solely to its employees, agents and contractors who (i) have a need to know such information; and (ii) have signed confidentiality agreements containing terms at least as restrictive as those contained herein. Except as permitted in the exercise of the rights granted under this Agreement, Recipient shall not disclose or transfer any Confidential Information to any third party, without the specific prior written approval of the Disclosing Party.

(d) **Obligation to Return Confidential Information.** Recipient acknowledges that the Disclosing Party retains ownership of all Confidential Information disclosed or made available to Recipient. Accordingly, upon any termination, cancellation or expiration of this Agreement, or upon the Disclosing Party's request for any reason (other than in violation of this Agreement), Recipient shall return promptly to the Disclosing Party the originals and all copies (without retention of any copy) of any written documents, tools, materials or other tangible items provided by the Disclosing Party to the Recipient containing or embodying Confidential Information; provided, however, that Recipient shall be entitled to retain such originals and copies of Confidential Information of the Disclosing Party as Recipient shall reasonably conclude are necessary to Recipient's use and exploitation, as permitted by this Agreement, of any rights retained by Recipient following such termination, cancellation, expiration or request..

9. **Representations and Warranties.**

(a) **Client Representations and Warranties.** Client represents and warrants to the Company as of the Effective Date that:

(i) **Authority.** Client has power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and has by all necessary action authorized the execution and delivery of this Agreement and the performance of its obligations hereunder.

(ii) **No Conflicts.** The execution, delivery and performance by Client of this Agreement and each other agreement, document, or instrument now or hereafter executed and delivered by Client pursuant thereto or in connection herewith will not: (i) conflict with or violate the articles of incorporation or bylaws of Client or any provision of any law, rule, regulation, authorization or judgment of any governmental authority having applicability to Client or its actions; or (ii) to the best knowledge of Client, materially conflict with or result in any breach of, or constitute a default under, any note, security agreement, commitment, contract or other agreement, instrument or undertaking to which Client is a party or by which any of its property is bound.

(b) **Company Representations and Warranties.** The Company represents and warrants to Client as of the Effective Date that:

(i) **Corporate Authority.** the Company is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and has by all necessary corporate action authorized the execution and delivery of this Agreement and the performance of its obligations hereunder.

(ii) **No Conflicts.** The execution, delivery and performance by the Company of this Agreement and each other agreement, document, or instrument now or hereafter executed and delivered by the Company pursuant thereto or in connection herewith will not: (i) conflict with or violate the articles of incorporation or bylaws of the Company or any provision of any law, rule, regulation, authorization or judgment of any governmental authority having applicability to the Company or its actions; or (ii) to the best knowledge of the Company, materially conflict with or result in any breach of, or constitute a default under, any note, security agreement, commitment, contract or other agreement, instrument or undertaking to which the Company is a party or by which any of its property is bound.

(iii) **Binding Obligation.** When executed and delivered by the Company and Client, this Agreement will be the valid and legally binding obligation of the Company in accordance with its terms, subject to bankruptcy, reorganization, insolvency, moratorium and similar laws and to general principles of equity which are within the discretion of courts of applicable jurisdiction.

(iv) **Confidentiality Agreements.** The Company has and will maintain with all the Company employees, agents, and consultants, written agreements sufficient to enable the Company to perform its obligations hereunder with confidentiality terms at least as restrictive as those provided for the Parties under this Agreement.

(v) **Non-infringement.** The Company represents and warrants that the Company Site and the Online Facilities Rental Storefront do not knowingly infringe any Intellectual Property Rights of any third party.

#### 10. Termination.

(a) **Term.** The initial term of this Agreement shall be **12 months** from the Effective Date (the "Term"). Company will be the provider of Client Facilities Rental Storefronts for the Term, unless terminated early per Paragraph 10(b). Thereafter, this Agreement shall continue on a month-to-month basis unless terminated by either Party as set forth in Paragraph 10(c).

(b) **Termination for Breach.** In the event of a material breach of this Agreement by a Party (the "Breaching Party"), expressly including Company's failure to abide by the payment and reporting terms as set forth in Paragraph 2(c) above, this Agreement may be terminated by the non-breaching Party, effective upon delivery of written notice to the Breaching Party, unless within seven (7) business days after receiving written notice of such breach from the non-breaching Party the Breaching Party cures such breach (or agrees with the non-breaching Party on a plan to cure such breach, which agreement shall not be unreasonably withheld, conditioned or delayed by the non-breaching Party).

(c) **Other Termination.** Following the initial term the Client or Company may terminate this Agreement at any time for any reason without cause. Written notice by the District Superintendent, Chief Business Official, or designee shall be sufficient to stop further performance of services by the Company. In the event of early termination, the Company shall be paid for satisfactory work performed to the date of termination. The Client may then proceed with any work-product, materials, and information completed by the Company in any manner the District deems proper.

(d) **Survival.** Notwithstanding anything to the contrary in this Agreement, the provisions of Sections 5, 6 and 8 shall survive the expiration or earlier termination of this Agreement.

11. **General Provisions.**

(a) **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY, ITS AFFILIATES, ITS CUSTOMERS OR ANY THIRD PARTY ON ANY CAUSE OF ACTION RELATING TO THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR SPECULATIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR USE, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL, IRRESPECTIVE OF WHETHER SUCH DAMAGES ARISE UNDER CONTRACT, TORT, STATUTE, OR OTHERWISE AND WHETHER OR NOT THE PARTY HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. COMPANY'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE TRANSACTION FEES RECEIVED BY THE COMPANY DURING THE TERM OF THIS AGREEMENT.

(b) **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, except that this Agreement may be assigned by any Party without the consent of the other Party (i) to any of the Party's majority-owned or controlled subsidiary entities or (ii) to any other entity resulting from the sale, merger, reorganization or other transfer of all or substantially all of the business or assets of the Party or its majority-owned or controlled subsidiary entities. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(c) **Headings.** The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect the Agreement.

(d) **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

(e) **Notices.** All notices and consents required to be given or made by the Parties shall be in writing and shall be deemed validly given if delivered by hand or sent by registered mail, return receipt requested, or confirmed facsimile to the following addresses:

If to Client:

Rocklin Unified School District  
2615 Sierra Meadows Drive  
Rocklin, CA 95677  
Attn:  
Telephone: (916) 624-2428

If to the Company:

Chief Executive Officer  
Facilitron, Inc.  
PO Box 1935

Los Gatos, CA 95031-1935  
Telephone: 800-272-2962

Notice delivered by hand shall be deemed to have been received by the addressee on the date delivered. Notice given by registered or certified mail, return receipt requested, shall be deemed to have been received by the addressee on the date marked on the receipt. Notice given by confirmed facsimile shall be deemed to have been received by the addressee on the business day following the day on which it was sent.

(f) Entire Agreement. This Agreement and the Exhibits hereto are the complete agreement of the Parties relating to the subject matter hereof. This Agreement supersedes and governs any other prior or collateral agreements with respect to the subject matter hereof. Any amendment to this Agreement or any modification of any term of this Agreement must be in writing and be executed by an authorized officer of each Party.

(g) Governing Law, Dispute Resolution and Exclusive Venue. This Agreement shall be governed by and construed under the laws of the State of California, without reference to conflict of laws principles. The parties waive any objection to exclusive jurisdiction and venue in the state and federal courts located in Placer County, California.

(h) Severability. The illegality or unenforceability of the whole or any part of the provisions of this Agreement will not affect the continued operation of the remaining provisions of this Agreement.

(i) Waiver. The failure of either Party at any time to insist upon strict performance of any of the terms and conditions contained in this Agreement will not be deemed a waiver of its right at any time thereafter to insist upon strict performance.

(j) Independent Contractors. The relationship of the Parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give either Party the power to direct and control the day-to-day activities of the other, (ii) constitute the Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.

(k) Force Majeure. Neither Party to this Agreement shall be held responsible for any failure or delay in performance under this Agreement where such performance is rendered impracticable by any act of war, compliance with laws, governmental acts or regulations, fire, flood, other natural disaster, epidemic, strikes and other causes similar to those listed, in each case where failure to perform is beyond the control, and not caused by the negligence, of the nonperforming Party ("Force Majeure").

(l) No Third Party Beneficiaries. Unless otherwise expressly provided, no provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than the Parties any rights, remedies or other benefits under or by reason of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their representatives thereunto duly authorized as of the date first written above.

Rocklin Unified School District

Facilitron, Inc.

By: BARBARA PATTERSON

By: 

Name: Barbara Patterson

Name: Jeff Benjamin

Title: DEPUTY SUPERINTENDENT BUSINESS & OPERATIONS

Title: CEO

Date: 8/31/16

Date: 8/24/2016



**ADDENDUM**  
**Facilitron Fee Options**

The Client shall determine the pricing for its facilities rental, application, equipment usage, custodial and other associated services provided by the Client (the "Client Fee").

The Client shall select from one of the following End User service fee/commission options:

**Option 1: (commission)**

**"The Client agrees to pay the Company a commission of 6% to 12% of the total Client Fee amount per transaction which shall be deducted from the client's payment. Company shall remit all collected Client Fee payments for completed rentals minus applicable commission and any End User refunds to the Client by a check to the Client on a Monthly basis, and such funds must be sent by Company to Client by the 20<sup>th</sup> day of the following month."**

The commission paid by the client is based on the Client Fee amount charged by the facility owner in each bracket as follows:

on \$ amount over	but less than	service fee
\$0	\$500	12%
\$500	\$1,000	11%
\$1,000	\$1,500	10%
\$1,500	\$2,000	9%
\$2,000	\$2,500	8%
\$2,500	\$3,000	7%
\$3,000		6%

Example 1: Client Fee \$50. Service Fee/Commission =  $\$50 \times 12\% = \$6.00$

Example 2: Client Fee \$625. Service Fee/Commission =  $\$500 \times 12\% + \$125 \times 11\% = \$73.75$

**Option 2: (pass-through)**

**"Company shall charge End Users a service fee in the amount of 6% to 12% of the total Client Fee amount per transaction. Company shall remit all collected Client Fee payments for completed rentals minus any End User refunds to the Client by a check to the Client on a Monthly basis, and such funds must be sent by Company to Client by the 20<sup>th</sup> day of the following month."**

The service fee charged to the end user is based on the total Client Fee amount charged by the facility owner in each bracket as in the table above.

### **Option 3 (split)**

**“Company shall charge End Users a service fee in the amount of 5% of the total Client Fee amount per transaction. The Client agrees to pay the Company a commission of 5% of the total Client Fee amount per transaction, which shall be deducted from the client’s payment. Company shall remit all collected Client Fee payments for completed rentals minus applicable commission and any End User refunds by a check to the Client on a Monthly basis, and such funds must be sent by Company to Client by the 20<sup>th</sup> day of the following month.”**

In the Option 3 example above the flat 10% fee is split equally between the Client and End User. However, if Option 3 is chosen the Client may **select any split that totals 10%** (from 10% Service Fee & 0% commission to 0% & 10% and anything in between - for example: 5.7% Service Fee and 4.3% commission).

***Facilitron does not charge any fees for internal or any other bookings that result in a \$0 total fee to the requester.***

*Client has the ability to change facility use request prices and fees at any time, and the Facilitron service fee and commission is automatically adjusted accordingly.*

*Example: if a district adjusts prices and fees for a particular reservation to \$0 then the Facilitron fee will automatically adjust to \$0.*

### **Payment Processing**

The Company provides full payment processing for all transactions, including accepting payments and issuing refunds via a variety of payment methods, such as checks, e-checks, ACH, credit and debit cards, and PayPal.

The Company **does not charge a fee** to process check, e-check and ACH payments.

The cost imposed by credit card processors (bank fees, interchange fees, etc.) is passed to End Users as a 3% surcharge on each payment charged to credit or debit card or PayPal account.

Client may elect to replace such Surcharge to End Users with an option to have the Company withhold from its Client Fee payment a fee in the amount of 3% of any Client Fee amount charged to End User’s credit or debit card or PayPal account (the “Credit Card Fee”).

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

---

**SUBJECT:** Approve Resolution 16-17-02 – A Resolution to Reduce or Eliminate Non-Represented Classified Services for the 2016-2017 School Year

**DEPARTMENT:** Office of the Assistant Superintendent, Human Resources

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**Background:**

Antelope Creek Elementary is providing Title I Intervention Services with a part-time Intervention teacher, therefore reducing the services of instructional assistants. The reduction of work will cause the District to issue reduction in force (layoff) notices to four (4) non-represented classified employees, excluding any bumping. The reduction will be a total of 0.97 FTE at Antelope Creek Elementary School.

**Status:**

Staff is presenting to the Board of Trustees for approval Resolution 16-17-02 – A Resolution to Eliminate Non-Represented Classified Services for the 2016-2017 School Year.

**Presenter:**

Colleen Slattery, Assistant Superintendent, Human Resources

**Financial Impact:**

Current year:

Future years:

Funding source:

**Materials/Films:**

None

**Other People Who Might Be Present:**

None

**Allotment of Time:**

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

**Packet Information:**

A copy of Resolution 16-17-02 – A Resolution to Reduce or Eliminate Non-Represented Classified Services for the 2016-2017 School Year.

**Recommendation:**

Staff recommends approval of Resolution 16-17-02 – A Resolution to Reduce or Eliminate Non-Represented Classified Services for the 2016-2017 School Year.

RESOLUTION 16-17-02  
BEFORE THE BOARD OF TRUSTEES OF THE  
ROCKLIN UNIFIED SCHOOL DISTRICT

In the Matter of: A RESOLUTION TO REDUCE OR  
ELIMINATE NON-REPRESENTED CLASSIFIED  
SERVICES FOR THE 2016-17 SCHOOL YEAR

WHEREAS, Education Code sections 45101, 45114, 45117, 45298, and 45308 authorize the District to layoff classified employees due to lack of work and/or lack of funds, upon sixty (60) days prior notice; and

WHEREAS, due to a lack of work and/or a lack of funds, certain services now being provided by the District must be reduced for the upcoming school year and based upon this, the Governing Board hereby finds that it is in the District's best interest that certain non-represented classified services now being provided be eliminated as follows:

0.97 FTE of Instructional Aide time at Antelope Creek Elementary School

NOW, THEREFORE BE IT RESOLVED that as of the close of the business day on November 7, 2016, the above-referenced non-represented classified position(s) shall be eliminated.

BE IT FURTHER RESOLVED that the Superintendent or Superintendent's designee is authorized and directed to give notice to the affected non-represented classified employees pursuant to District rules and regulations and applicable provisions of Education Code not later than sixty (60) days prior to the effective day of layoff as set forth above.

BE IT FURTHER RESOLVED that the District Superintendent or designee is authorized and directed to take any other actions necessary to carry out this resolution.

PASSED AND ADOPTED by the Governing Board on September 7, 2016, by the following vote:

AYES:

NOES:

ABSENT:

Signed and approved by me after its passage.

\_\_\_\_\_  
President, Board of Trustees

ATTEST:

\_\_\_\_\_  
Clerk, Board of Trustees

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

---

**SUBJECT:** Approve Memorandum of Understanding (MOU) with California School Employees Association (CSEA) and its Rocklin Chapter #773

**DEPARTMENT:** Office of the Assistant Superintendent, Human Resources

---

**Background:**

Current Tentative Agreement between CSEA and Rocklin Unified School District (District) dated January 15, 2016, both parties agreed to re-open negotiations on salary, health, welfare and retirement benefits and one article of parties choice for the 2016-17 school year.

**Status:**

On August 16, 2016, CSEA and the District signed a MOU whereas both parties agree to create a new collective bargaining agreement with a term of July 1, 2016 through June 30, 2019.

**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:**

Copy of the agreed upon MOU between CSEA and the District dated August 16, 2016.

**Recommendation:**

Approve the MOU between CSEA and the District with a term of July 1, 2016 through June 30, 2019.

Memorandum of Understanding  
Between  
California School Employees Association  
And Its Rocklin Chapter #773  
And the  
Rocklin Unified School District

This Memorandum of Understanding (MOU) is entered into this 16<sup>th</sup> day of August between the Rocklin Unified School District (District) and California School Employees Association and its Rocklin Chapter #773 (CSEA). The parties agree that it is in the interest of the District and (CSEA) to have stability during the period in which the parties negotiate a successor collective bargaining agreement. To this end the parties agree as follows:

1. The parties agree to create a new collective agreement between CSEA and the District with a term of July 1, 2016 through June 30, 2019.
2. The above referenced collective agreement shall embody all of the specific terms of the agreement that expired on June 30, 2016, with the exception of the duration article and any other article the parties' may negotiate out of the agreement..
3. Pursuant to the tentative agreement signed by the parties on January 15, 2016, the parties agree that for 2016-2017 school year they will re-open negotiations on salary, health, welfare and retirement benefits and one article of the parties' choice.
4. For the 2017-2018 school year and the 2018-2019 school year, the parties agree to re-open negotiations on salary, health, welfare and retirement benefits and two articles of the parties' choice.
5. Nothing in this agreement shall be construed as limiting any rights the parties otherwise retain under the provisions of the Educational Employment Relations Act.
6. The parties will act in good faith and in a timely manner to create the successor collective bargaining agreement.

For the District 

Date 8-16-16

For the CSEA 

Date 8-16-16

ROCKLIN UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BRIEFING

---

SUBJECT: Approve Agreement with Nova Southeastern University  
DEPARTMENT: Office of the Assistant Superintendent, Human Resources

---

**Background:**

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

**Status:**

The agreement between Nova Southeastern University and the District is specifically designed to provide internship opportunities for Nova Southeastern University students. The term of this agreement is September 8, 2016 through June 30, 2017 and subsequently shall automatically renew for one (1) year terms; providing that either party may terminate this Agreement by furnishing at least sixty (60) days prior written notice.

**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:**

Agreement with Nova Southeastern University and Certificate of Liability Insurance.

**Recommendation:**

Staff recommends approval of the Agreement with Nova Southeastern University.

**AGREEMENT BETWEEN**  
**NOVA SOUTHEASTERN UNIVERSITY, INC.**  
**AND**  
**ROCKLIN UNIFIED SCHOOL DISTRICT**

---

THIS AGREEMENT is entered into by and between **Nova Southeastern University, Inc. d/b/a Nova Southeastern University**, a Florida not for profit corporation ("University"), having a place of business at 3200 South University Drive, Fort Lauderdale, Florida 33328, and **Rocklin Unified School District** on behalf of itself and its associated facilities ("Facility" or "Facilities"), having a place of business at 2615 Sierra Meadows Drive, Rocklin, CA 95677 . The University is entering into this Agreement on behalf of its Health Professions Division's College of Health Care Sciences' Programs in Physical and Occupational Therapy, and its Programs in Speech-Language Pathology.

WHEREAS, the University offers educational programs for the development of physical therapists, occupational therapists and speech-language pathologists, and has responsibility for the training of students who require clinical education and fieldwork experiences in various medical and health-related settings to complete their professional development; and

WHEREAS, the Physical Therapy, Occupational Therapy, and Speech-Language Pathology education programs ("Education Program") will be enhanced because of opportunities for students to observe and participate in patient care through the cooperative efforts of the Facility and the University; and

WHEREAS, the Facility operates one of more facilities that delivery patient care and is willing to provide such opportunities for participation in patient care and administrative responsibilities to the University's physical therapy, occupational therapy, and speech-language pathology students (the "Student(s)") at the facilities listed in Appendix "A" hereto and made a part herein and which may be modified to reflect current associates and is further willing to assign staff to serve as clinical instructors pursuant to this Agreement; and

WHEREAS, the purpose of this Agreement is to establish a mutually beneficial affiliation between the University and the Facility and associated Facilities by providing University's Students a clinical or other practicum educational experience at the Facility to enhance the development of such Students in the attainment of their professional goals.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the parties agree as follows:

1. RESPONSIBILITIES OF THE UNIVERSITY

A. The University shall assign certain Student(s) to the Facility for purposes of clinical rotations as part of the Education Program. All assigned Students shall have completed the prerequisite didactic portion of the Education Program.



B. The University shall provide the Facility with the current clinical course objectives of the Education Program and evaluation and any other forms to be completed by Facility with respect to the STUDENT experiences.

C. The University shall inform Students that they must comply with the applicable Facility policies and procedures.

D. The University shall inform Students that they must comply with the Facility's health requirements prior to beginning a clinical rotation at the Facility.

E. The University agrees to maintain, for itself and the Students, professional liability insurance with limits no less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate. The professional liability insurance shall remain continuously in effect (through prior acts coverage in renewal policies, tail coverage or otherwise) during the period of the applicable statute of limitations. Such coverage may be afforded via commercial insurance, self insurance, a captive, or some combination thereof. A certificate of insurance evidencing this coverage shall be provided to the Facility prior to the arrival of the first student at a Facility.

F. The University agrees to provide Students with training in universal precautions (OSHA standards) for prevention of HIV and other infectious diseases.

## 2. RESPONSIBILITIES OF THE FACILITY

A. Prior to the commencement of Student clinical rotations, the Facility shall provide to the University a current set of the Facility's rules, regulations, policies and procedures to which Students are expected to comply.

B. The Facility shall designate qualified professional(s) assigned by it as clinical instructors for Students. During the term of this Agreement, the Facility's clinical instructors, who shall supervise Students and who shall be employees of the Facility, shall have the following responsibilities as they relate to the Students:

i. Meet with the Students on the first day of the clinical rotation to (i) review educational objectives for each Student's rotation(s), (ii) assign clinical/work schedules, and (iii) review relevant Facility policies and procedures.

ii. Introduce Students to key clinical and auxiliary personnel at the Facility.

iii. Provide clinical instruction in accordance with the University's course objectives, the availability of patients and other clinical resources at the Facility. Clinical assignments shall include self-study and library research of clinical topics. Such assignments shall be consistent with each Student's role pursuant to this Agreement.

iv. Provide each Student with hands-on clinical experience. Such experience shall include, but not be limited to (i) eliciting patient histories, (ii) entering permissible chart entries (such entries denoted as "P.T., O.T., SLP Student" and countersigned by supervising clinical instructor), and (iv) establishing diagnosis, goal setting, patient care planning, treatment, intervention, and discharge planning.

v. Provide each Student with frequent feedback on clinical and professional performance, formally and accurately review each Student's progress by meeting to review evaluations at mid-rotation and during the last week of rotation, and timely complete and sign all evaluation forms provided by the University. The Facility may keep a copy of the evaluation only with the Student's written consent.

C. Make available parking, classrooms, library and/or medical references, and cafeteria (at Student's expense) to Students while they are assigned to the Facility.

D. The Facility shall permit the Education Program's faculty to visit the Facility during rotations for purposes of ascertaining that the University's educational objectives for each Student's rotation are met.

E. The Facility shall also permit representatives of the University's accrediting bodies to visit the Facility upon providing reasonable prior written notice.

F. The Facility shall be responsible for providing or arranging for emergency care of Students in the event of injury or illness when Students are on Facility premises. The Students shall be responsible for the cost of such care. Students shall be required to maintain medical insurance during the rotation at their own expense.

G. The Facility agrees to maintain commercial general insurance in amounts no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate and professional liability insurance (for itself, its employees and agents) in amounts no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. A certificate of insurance evidencing this coverage shall be provided to the University at time of execution of this Agreement. If claims-made, the professional liability insurance shall remain continuously in effect (through prior acts coverage in renewal policies, tail coverage or otherwise) during the period of the applicable statute of limitations. The Facility represents and warrants that supervisors to Students who are not employees of the Facility, shall maintain professional liability coverage in amounts no less than specified herein for the Facility.

H. The Facility shall maintain in strict confidence all Student education records, including, but not limited to academic, health, background check, and drug screen report information, provided to or obtained by the Facility, and in connection therewith, shall comply with all applicable laws and regulations.

### 3. EXCLUDED PARTIES

Each party hereby certifies to the other that neither it nor its agents and employees involved in the operation of this Agreement at the Facility have been debarred, suspended or otherwise excluded from Medicaid, Medicare and/or any other applicable federally funded health care program.

#### 4. HIPAA REQUIREMENTS

The parties agree to comply with the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients. The University may de-identify any and all Protected Health Information for educational purposes created or received by the University under this Agreement, provided, however, that the de-identification conforms to the requirements of the Standards for Privacy of Individually Identifiable Health Information at 45CFR Part 164, Subparts A and E. Solely for the purpose of defining the Students' role in relation to the use and disclosure of Facility's Protected Health Information, the Students are defined as members of the Facility's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the Students are not and shall not be considered to be employees of Facility.

#### 5. REMOVAL OF STUDENTS FROM FACILITY

Both parties agree that in the event a conduct or performance problem arises related to the clinical rotation of any Student, the Facility and the University shall promptly attempt to effectuate a resolution. In the event a resolution of the problem cannot be reached, the Facility reserves the right to reasonably request withdrawal of a Student whose work or conduct is not in full accord with the Facility's standards of performance or policies or procedures. Notwithstanding the foregoing, the Facility may remove a Student without prior consultation with University if the Student poses an immediate threat to the health or safety of Facility's patients or employees, and in any such event, the Facility shall promptly notify the University in writing of its action and the reasons for removal.

#### 6. RELATIONSHIP

A. Both parties expressly intend that with respect to this Agreement the parties shall be independent contractors, and neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with this Agreement shall be considered employees or contractors of that party and shall in no way, either directly or indirectly, be considered employees or agents or contractors of the other party.

B. Students shall participate in the Program hereunder for the sole consideration of obtaining an educational experience. It is understood that in no event shall Students be compensated or represent themselves as agents or employees of the Facility. Students shall

wear pictured name tags identifying their status with the University, and clearly display their name tag identifying them as a "Physical Therapy, Occupational Therapy or Speech Language Pathology Student". At the same time it is understood that in no event shall the employees or agents or contractors of the Facility be considered or represent themselves as agents or employees or representatives of the University.

C. The Facility shall at all times maintain responsibility for patient care.

7. TERM

The initial term of this Agreement shall be for ~~one~~ (1) year, commencing on **September 8, 2016 and expiring on June 30, 2017** and subsequently, shall automatically renew for one (1) year terms; provided, however, that either party may terminate this Agreement at any time by furnishing at least sixty (60) days prior written notice to the other. Any such termination shall not prevent Students then participating in clinical rotations from completing their assignments at the Facility pursuant to the terms and conditions of this Agreement.

8. NOTICE

Any and all notices required or permitted hereunder shall be in writing and deemed effective: (i) upon hand delivery with a receipt obtained, (ii) upon receipt, refusal of receipt or the date noted as uncollected when sent by certified or registered mail, return receipt requested and postage prepaid, or (iii) the earlier of receipt or two (2) business days after deposit with a nationally recognized overnight delivery service (e.g., Federal Express), to the address set forth below or to such other addresses as a party may provide the other in writing pursuant to this paragraph.

As to UNIVERSITY:                      Nova Southeastern University  
3200 South University Drive  
Fort Lauderdale, FL 33328  
Attn: Dean, College of Health Care Sciences

As to FACILITY:                              Rocklin Unified School District  
2615 Sierra Meadows Drive  
Rocklin, CA 95677  
Attn: Director/Office Manager

9. NO DISCRIMINATION

The parties shall comply with all anti-discrimination laws (including, without limitation, those relating to race, color, religion, sex, national origin, age, disability, marital status, veteran status, sexual orientation, gender identity or other protected status) relating to their respective activities pursuant to this Agreement.

10. ENTIRE AGREEMENT AND MODIFICATION

This Agreement constitutes the entire understanding of the parties with respect to the matters covered herein, and supersedes any prior or contemporaneous agreements, representations or discussions, whether written or oral. This Agreement may only be altered, amended, or modified by a written instrument duly signed by the parties.

11. LAW GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the state California, without regard to its conflicts of law principles. With respect to any action arising out of this Agreement, the parties accept the exclusive jurisdiction of the state courts in California, and agree that venue shall lie exclusively in Placer County, California.

12. COUNTERPARTS AND SIGNATURES OF THE PARTIES

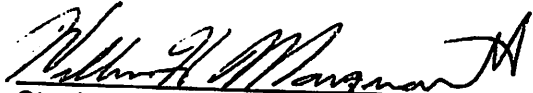
This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. The parties represent and warrant that the person signing on behalf of the party has authority to sign as its representative. An electronic signature of a party pursuant to law, or a signature of a party transmitted by electronic means, shall be deemed an original signature for purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the last date set forth below.

**ROCKLIN UNIFIED SCHOOL DISTRICT**

**NOVA SOUTHEASTERN UNIVERSITY, INC.**

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

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

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

Title: Stanley H. Wilson, P.T., Ed.D.  
Dean, College of Health Care Sciences

Date: \_\_\_\_\_

Date: 8/25/16



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/22/2016

Page 1 of 1

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

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


<b>PRODUCER</b> Willis Insurance Services of Georgia, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT NAME:</b> PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Mt. Hawley Insurance Company	<b>NAIC#</b> 37974-000
<b>INSURED</b> Nova Southeastern University, Inc. Attn: Risk Management Dpt (VPF) 3301 College Avenue Ft Lauderdale, FL 33314	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER: 24489016**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Medical Professional Liability - Claims Made</b>			MMP0000118	7/1/2016	7/1/2017	\$1,000,000. Claim \$3,000,000. Aggregate \$ 250,000. SIR

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 This policy provides coverage for all employees, faculty, and students of the above named insured only when they are working for or training under the auspices of Nova Southeastern University Health Profession Division.

<b>CERTIFICATE HOLDER</b> Nova Southeastern University, Inc. Attn: Risk Management Dept. (VPF) 3301 College Avenue Fort Lauderdale, FL 33314	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/21/2016

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

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

PRODUCER Woodruff-Sawyer & Co. P. O. Box 1900 Grass Valley CA 95945	CONTACT NAME: Gail Blagg	FAX (A/C. No.): 530-274-2216
	PHONE (A/C. No. Ext): 530-802-8179	E-MAIL ADDRESS: gblagg@wsandco.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Superior CA Excess Liability		
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED SCHOINS-01

Schools Insurance Group  
Rocklin Unified School District  
2615 Sierra Meadows Drive  
Rocklin CA 95677


COVERAGES CERTIFICATE NUMBER: 786560384 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		SPRGL014	7/1/2014	7/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		SPRAL014	7/1/2014	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

AGREEMENT BETWEEN NOVA SOUTHEASTERN UNIVERSITY INC AND ROCKLIN UNIFIED SCHOOL DISTRICT WRONGFUL ACT COVERAGE INCLUDED IN GENERAL LIABILITY

<b>CERTIFICATE HOLDER</b>  NOVA SOUTHEASTERN UNIVERSITY 3200 SOUTH UNIVERSITY DRIVE FORT LAUDERDALE FL 33328	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

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SUBJECT: Approve Nutrition Service Agreement with the Placer County Office of Education (PCOE)

DEPARTMENT: Office of the Deputy Superintendent, Business & Operations

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**Background:**

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

**Status:**

PCOE would like to continue contracting with Nutrition Services to provide lunches under the National School Lunch Program for students at the charter program located at 655 Menlo Drive, Rocklin, CA. In addition to providing lunches, Nutrition Services will also review and approve free and reduced applications, submit claim reimbursement to CDE and provide clerical and administrative support. PCOE will reimburse Nutrition Services for these services at a cost not to exceed \$10,839.60 annually.

**Presenter:**

Barbara Patterson, Deputy Superintendent, Business & Operations

**Financial Impact:**

Current year: PCOE to pay District up to \$10,839.60 annually

Future years:

Funding source: Local Revenues

**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:**

2016-17 Food Service Agreement is attached.

**Recommendation:**

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



**2016-2017 Food Service Agreement  
between the Placer County Office of Education  
and the Rocklin Unified School District**

PCOE: 794/RF

This Agreement, entered into on July 1, 2016, between the Rocklin Unified School District, hereinafter referred to as DISTRICT, and the Placer County Office of Education, hereinafter referred to as PCOE, is made for the purpose of providing lunches under the National School Lunch Program. DISTRICT will provide meals to the Pathways Charter iCARE Program students located at 655 Menlo Drive, Rocklin, CA.

It is hereby agreed that DISTRICT will:

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

PCOE will:

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

Both parties will:

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

All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, will be direct to Juanita Fahnestock, Director of Food Services for the Rocklin Unified School District.

Either party may terminate this agreement for cause upon thirty days written notice. Notice of termination will be provided in writing to the other party.

***ROCKLIN UNIFIED SCHOOL DISTRICT***

Name of School Food Authority

Barbara Patterson, Deputy Supt.

Name and Title of DISTRICT Official

(916) 630-2234

Telephone

9/8/16

Date

Signature of DISTRICT Official

***Placer County Office of Education (Student Services)***

Name of Receiving School/Agency

***Gayle Garbolino-Mojica, Superintendent of Schools***

Name and Title of PCOE Official



Signature of PCOE Official

530-745-1310

Telephone

8/4/16

Date

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

---

SUBJECT: Award Bid for Paper Goods for the Nutrition Services Department for 2016-17

DEPARTMENT: Office of the Deputy Superintendent, Business & Operations

---

**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 paper products.

**Status:**

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

Crown Distributing      \$74,983

**Presenter:**

Barbara L. Patterson, Deputy Superintendent, Business & Operations

**Financial Impact:**

Current year:            Estimated \$74,983  
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 spreadsheet from Crown Distributing.

**Recommendation:**

Staff recommends awarding bid for paper goods to Crown Distributing.

<b>CROWN DISTRIBUTING BID 2016-17</b>							
<b>Item #</b>	<b>Description</b>	<b>Manf</b>	<b>Code #</b>	<b>Pack Size</b>	<b>Annual Use</b>	<b>Cst/unt</b>	<b>Extend</b>
	<i>Containers, Paper Goods</i>						
100-1040	French fry Bag #8 White Grease Res.	Cal Paper	8138W	2000	16	15.31	\$ 244.96
100-1064	Ziplock Sandwich	P/L		500	60	19.57	\$ 1,174.20
100-1076	Ziplock Gallon	P/L		250	16	25.88	\$ 414.08
103-3270	FP016 16OZ MICRO BOWL BLK (300)	Genpak	FP016	300	48	38.18	\$ 1,832.64
103-3282	FP916 8-16 CLR LID MICRO (300)	Genpak	FP916	300	48	32.65	\$ 1,567.20
107-2024	Pizza Boxes - 16" White Corrugated	Packer Label		50	1	17.93	\$ 17.93
107-2028	Pizza Box Sliced 2-Color Printed	Bayline	152622	100	350	27.14	\$ 9,499.00
107-4994	1# Boats	Ample	FT100	1000	0	14.57	
107-5002	2# Boats	Ample	FT200	1000	20	18.34	\$ 366.80
107-5012	5# Boats	Ample	FT500	500	168	19.90	\$ 3,343.20
109-0504	HL-66 6X6 HL CONTAINER (4/125)	Primelink	HL-66	400	75	60.35	\$ 4,526.25
109-1005	8SJ32 8oz SPR SQT FD CONT(500)	Dart	8SJ32	500	75	31.83	\$ 2,387.25
109-1134	32CLR CLEAR LID NO-VENT (500)	Dart	32CLR	1000	58	32.01	\$ 1,856.58
109-2204	Pan alum half steam-Deep 40ga	Handi-Foil	32140	100	1	27.99	\$ 27.99
109-2208	Lid for 1/2 alum pans 30 ga	Handi-Foil	204930	100	1	17.64	\$ 17.64
109-2212	Pan Alum full steam-Deep 70 ga	Handi-Foil	201970	50	2	38.82	\$ 77.64
109-2218	Lid for full alum pans 45 ga	Handi-Foil	205045	50	1	19.97	\$ 19.97
124-0200	Film 18x2000	Import-STC	P/L	Roll	0	15.94	
126-1006	Foil Sheets 10 3/4 x 12	Import-STC	P/L	6/500	14	49.66	\$ 695.24
126-1038	Foil Roll Standard - 18x500	Import-STC	P/L	Roll	19	18.53	\$ 352.07
138-0540	Dispenser Napkins Xpress Nap-Natural	SCA	DX906E	6000	50	42.40	\$ 2,120.00
140-3262	Spoon Wrapped-Med Poly	Goldmax	22021	1000	275	11.98	\$ 3,294.50
140-3264	Fork Wrapped-Med Poly	Goldmax	22020	1000	115	11.98	\$ 1,377.70
144-1340	4 oz portion cup lids	Dart	400 PCL	2500	8	37.06	\$ 296.48
144-1344	4 oz portion cups	Dart	400 PC	2500	8	32.92	\$ 263.36
145-0010	Pizza Stands-Table Type	Goldmax	20381	1000	0	21.55	
148-2006	Patty Paper	RMC	25152773	1000	15	4.92	\$ 73.80
199-0032	Five Compartment Trays	Genpak	10500	500	838	17.99	\$ 15,075.62
199-0034	Pan Liners (16 x 24) 25#	Packer Label		1000	96	27.95	\$ 2,683.20
199-0242	Bun Rack Cover 52x80 15 mic	Intoplast	BR52X80	50	5	19.98	\$ 99.90
199-0320	42001 PAN SAVER 34X12 (100)	Pan Saver	42001	100	11	95.76	\$ 1,053.36
100-0106	#6 Kraft Bag (500)			500	66	9.64	\$ 636.24
100-1048	#25 GR Sand Bag (2M)			2000	8	44.80	\$ 358.40
104-0014	WH 26 oz No HDL Pail (450)			450	26	49.88	\$ 1,296.88
109-0004	C90PSTL 9X8 Med Clr H/L (250)			250	42	74.52	\$ 3,129.84
109-0536	HL96 Hoagie 9X6 HL Cont (500)			500	5	26.79	\$ 133.95
126-2408	5C14BQ 14X10 BBQ Foil Wrap (2.5M)			2500	1	99.70	\$ 99.70
	Miscellaneous Paper Goods				1	3500.00	\$ 3,500.00
200-0008	Tide w/bleach Laundry Detergent Powder	Procter/Gamble	42282	26#	0	79.41	
200-0010	Tide HE Laundry Detergent Powder	Procter/Gamble	27791	4/113	6	86.20	\$ 517.20
200-0054	Comet Cleaner w/Bleach	Procter/Gamble	2287	8/qt	2	49.71	\$ 99.42
200-2002	Bleach Germicidal	Packer Label		6/Gal	18	10.88	\$ 195.84
200-2016	Palmolive Detergent	Palmolive	4910	Gallon	75	17.25	\$ 1,293.75
200-3026	Twinkle S/S Clnr Aero			12/cs	1	171.28	\$ 171.28
300-0816	Gloves, Vinyl Powder Free Small		816	10/100	5	49.61	\$ 248.05
310-0586	Gloves, Vinyl Powder Free Medium		820	10/100	72	49.61	\$ 3,571.92
310-0590	Gloves, Vinyl Powder Free Large		824	10/100	14	49.61	\$ 694.54
310-0600	Gloves, poly Small-boxed		1510	10/500	1	35.20	\$ 35.20
310-0604	Gloves, poly Medium-boxed		1509	10/500	0	35.20	
310-0608	Gloves, poly Large-boxed		1508	10/500	0	35.20	
326-0006	Oven Mitts 17" Beige	P/L		Pair	4	8.29	\$ 33.16
771-0006	12212 Terry Towel (Doz)			Doz	45	17.97	\$ 808.65
	Miscellaneous Kitchen Supplies				1	3400.00	\$ 3,400.00
						<b>Total</b>	<b>\$ 74,982.58</b>

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

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SUBJECT: Approve Biannual Review of Board Bylaw 9270 – Conflict of Interest

DEPARTMENT: Office of the Deputy Superintendent, Business & Operations

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**Background:**

Government Code 87306.5 requires all local agencies to review the Conflict of Interest code in even numbered years. By October 1, 2016, all local agencies must review their Conflict of Interest Code to ensure that the Code still accurately designates the appropriate positions and requires disclosure by designated officials in the appropriate disclosure category.

**Status:**

The current Board Bylaw 9270 - Conflict of Interest has been reviewed. A change was made to positions subject to Category 2 reporting to include Chief, Office of Communications and Community Engagement. Government Code citations were updated as was language suggested by CSBA.

**Presenter:**

Barbara L. Patterson, Deputy Superintendent, Business & Operations

**Financial Impact:**

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

**Materials/Films:**

None

**Other People Who Might Be Present:**

None

**Allotment of Time:**

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

**Packet Information:**

A copy of the revised Board Bylaw 9270.

**Recommendation:**

Staff recommends approval of revisions to Board Bylaw 9270 on Conflict of Interest.

# Rocklin USD

## Board Bylaw

### Conflict Of Interest

BB 9270

#### Board Bylaws

The Board of Trustees desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. ~~In accordance with law, Board members and designated employees shall disclose any conflict of interest and, as necessary, shall abstain from participating in the decision. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by his/her financial, family, or other personal interest or consideration.~~

(cf. 9005 - Governance Standards)

~~Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on <sup>[A1]</sup> personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)~~

~~A relationship within the third degree includes an individual's parents, grandparents, <sup>[A2]</sup> great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.~~

The district's conflict of interest code shall be comprised of the terms of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the district appendix specifying designated positions and the specific types of disclosure statements required for each position.

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code ~~in even numbered years and submit any changes to the code reviewing body or, if no change is required, the Board shall submit a written statement to that effect. If no change in the code is required, the district shall submit by October 1 a written statement to that effect to the code reviewing body. If a change in the code is necessitated by changed circumstances, the~~

~~district shall submit an amended code to the code reviewing body.~~ (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

(cf. 9320 - Meetings and Notices)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last statement and the date of leaving office or district employment. (Government Code 87302, ~~87500~~87302.6)

(cf. 4117.2/4217.2/4317.2 - Resignation)

(cf. 9222 - Resignation)

Conflict of Interest under the Political Reform Act

A Board member, ~~or~~ designated employee or other person in a designated position shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest.

A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect" which is distinguishable from the effect on the public generally, on one or more of the Board member's, or designated employee's or other person in a designated position, his/her immediate family, or any financial interest described in 2 CCR 18700. "economic interests," unless the effect is indistinguishable from the effect on the public generally or the Board member's or designated employee's participation is legally required. (Government Code 87100, 87101, 87103; 2 CCR 18700-18709)

A Board member, ~~or~~ designated employee, or other person in a designated position makes a governmental decision when he/she, acting within the authority of his/her office or position, authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before a district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704. he/she votes on a matter, appoints a person, obligates or commits the district to any course of action, or enters into any contractual agreement on behalf of

~~the district. (2 CCR 18702.1)~~

~~A Board member who has a disqualifying conflict of interest on an agenda item that will be heard<sup>[A3]</sup> in an open meeting of the Board shall abstain from voting on the matter. He/she may remain on the dais, but his/her presence shall not be counted towards achieving a quorum for that matter. A Board member with a disqualifying conflict of interest shall not be present during a closed session meeting of the Board when the decision is considered and shall not obtain or review a recording or any other nonpublic information regarding the issue. (2 CCR 18702.1)~~

~~Board members, employees, or district consultants shall not be financially interested in any contract<sup>[A4]</sup> made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest, the district is barred from entering into the contract. (Government Code 1090; Klistoff v. Superior Court, (2007) 157 Cal.App. 4th 469)~~

~~A Board member shall not be considered to be financially interested in a contract if his/her<sup>[A5]</sup> interest is a "noninterest" as defined in Government Code 1091.5. One such noninterest is when a Board member's spouse/registered domestic partner has been a district employee for at least one year prior to the Board member's election or appointment. (Government Code 1091.5)~~

~~A Board member shall not be considered to be financially interested in a contract if he/she has only<sup>[A6]</sup> a "remote interest" in the contract as specified in Government Code 1091 and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. (Government Code 1091)~~

~~Even if there is not a prohibited conflict of interest, a Board member shall abstain from voting on personnel<sup>[A7]</sup> matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)~~

~~A relationship within the third degree includes an individual's parents, grandparents, great<sup>[A8]</sup> grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.~~

#### Additional Requirements for Boards that Manage Public Investments

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of



interest and immediately prior to the consideration of the matter, do all of the following:  
(Government Code 87105; 2 CCR 1870~~72.5~~)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.
2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion and deliberations of the matter with members of the public.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during consideration of the consent calendar.

4. If the Board's decision is made during closed session, disclose his/her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. He/she shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

(cf. 3430 - Investing)

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

#### Conflict of Interest under Government Code 1090 - Financial Interest in a Contract

Board members, employees, or district consultants shall not be financially interested in any contract<sup>[A9]</sup> made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract in which he/she has<sup>[A10]</sup> only a "remote interest," as specified in Government Code 1091, if the interest is

disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member or district official to enter into the contract. (Government Code 1091)

In addition, a Board member shall not be considered to be financially interested in a contract in which<sup>[A11]</sup> his/her interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for his/her actual and necessary expenses incurred in the performance of his/her official duties, in the employment of his/her spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

#### Rule of Necessity or Legally Required Participation<sup>[A12]</sup>

On a case-by-case basis and upon advice of legal counsel, a Board member with a financial interest in a contract may participate in the making of the contract if the rule of necessity or legally required participation applies pursuant to Government Code 87101 and 2 CCR 18705.

#### Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

#### ~~Rule of Necessity or Legally Required Participation<sup>[A13]</sup>~~

~~On a case-by-case basis and upon advice of legal counsel, a Board member with a financial interest in a contract may participate in the making of the contract if the rule of necessity or legally required participation applies pursuant to Government Code 87101 and 2 CCR 18708.~~

#### Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

(cf. 4136/4236/4336 - Nonschool Employment)

#### Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals

on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation except ~~as described in~~ when: (Government Code 89506):

1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.

2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

#### Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession unless the sole or predominant activity of the business, trade, or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

#### APPENDIX

#### DESIGNATED POSITIONS/DISCLOSURE CATEGORIES

**1. Full Disclosure:** It has been determined that persons occupying the following positions manage public investments and shall file a full statement of economic interests pursuant to Government Code 87200:

Board of Trustees Members  
Superintendent of Schools

Persons occupying these positions must report:

a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries or of any land owned or used by the district. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property.

b. Investments, business positions, and sources of income, including gifts, loans, and travel payments.

**2.** Persons occupying the following positions are designated employees in **Category 1:**

Deputy/Associate/Assistant Superintendents  
Senior Director of Facilities and Operations

Designated persons in this category must report:

a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries or of any land owned or used by the district. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property.

b. Investments or business positions in or income from sources which:

(1) Are engaged in the acquisition or disposal of real property within the district

(2) Are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district or

(3) Manufacture or sell supplies, books, machinery or equipment of the type used by the district

**3.** Persons occupying the following positions are designated employees in **Category 2:**

Directors  
Chief ~~s~~ ~~Technology Officer~~

Designated persons in this category must report investments or business positions in or income from sources which:

- a. Are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs, or
- b. Manufacture or sell supplies, books, machinery or equipment of the type used by the department which the designated person manages or directs.

### **Disclosures for Consultants**

~~3.~~—Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18700.3~~+~~)

1. ~~a.~~—Approve a rate, rule or regulation
2. ~~b.~~—Adopt or enforce a law
3. ~~e.~~—Issue, deny, suspend or revoke a permit, license, application, certificate, approval, order or similar authorization or entitlement
4. ~~d.~~—Authorize the district to enter into, modify or renew a contract that requires district approval
5. ~~e.~~—Grant district approval to a contract or contract specifications which require district approval and in which the district is a party
6. ~~f.~~—Grant district approval to a plan, design, report, study or similar item
7. ~~g.~~—Adopt or grant district approval of district policies, standards or guidelines

### **Disclosures for Consultants**

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 1870~~42.2~~ subsections (a) and (b), or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a

position specified in the district's Conflict of Interest Code. (2 CCR 18700.34)

Legal Reference:

EDUCATION CODE

1006 Qualifications for holding office  
35107 School district employees  
35230-35240 Corrupt practices, especially:  
35233 Prohibitions applicable to members of governing boards  
41000-41003 Moneys received by school districts

41015 Investments

FAMILY CODE

297.5 Rights, protections, and benefits of registered domestic partners

GOVERNMENT CODE

1090-1099 Prohibitions applicable to specified officers  
1125-1129 Incompatible activities  
81000-91014 Political Reform Act of 1974, especially:  
82011 Code reviewing body

81019 Definition, designated employee

82028 Definition, gift

82030 Definition, income

82033 Definition, interest in real property

82034 Definition, investment

87100-87103.6 General prohibitions  
87200-87210 Disclosure  
87300-87313 Conflict of interest code  
87500 Statements of economic interests  
89501-89503 Honoraria and gifts

89506 Ethics, travel

91000-91014 Enforcement

PENAL CODE

85-88 Bribes

REVENUE AND TAXATION CODE

203 Taxable and exempt property - colleges

CODE OF REGULATIONS, TITLE 2

18110-18997 Regulations of the Fair Political Practices Commission, especially:

18700-18707 General prohibitions

18702.5 Public identification of a conflict of interest for Section 87200 filers

18722-18740 Disclosure of interests

18750.1-18756 Conflict of interest codes

COURT DECISIONS

McGeev. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850)

Davis v. Fresno Unified School District (2015) 237 Cal.App.4<sup>th</sup> 261

Klistoff v. Superior Court, (2007) 157 Cal.App.4<sup>th</sup> 469

Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655  
Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

ATTORNEY GENERAL OPINIONS

92 Ops.Cal.Atty.Gen. 26 (2009)  
92 Ops.Cal.Atty.Gen. 19 (2009)  
89 Ops.Cal.Atty.Gen. 217 (2006)  
86 Ops.Cal.Atty.Gen. 138(2003)  
85 Ops.Cal.Atty.Gen. 60 (2002)  
82 Ops.Cal.Atty.Gen. 83 (1999)  
81 Ops.Cal.Atty.Gen. 327 (1998)  
80 Ops.Cal.Atty.Gen. 320 (1997)  
69 Ops.Cal.Atty.Gen. 255 (1986)  
68 Ops.Cal.Atty.Gen. 171 (1985)  
65 Ops.Cal.Atty.Gen. 606 (1982)  
63 Ops.Cal.Atty.Gen. 868 (1980)

Management Resources:

CSBA PUBLICATIONS

Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010

FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009

Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

WEB SITES

CSBA: <http://www.csba.org>

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Institute of Local Government: <http://www.ca-ilg.org>

Bylaw ROCKLIN UNIFIED SCHOOL DISTRICT

Approved: August 15, 2012~~adopted: August 15, 2012~~September 7, 2016

Revised: September 3, 2014

Revised: September 7, 2016

Rocklin, California

ROCKLIN UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BRIEFING

Item 12.1  
ACTION  
September 7, 2016

SUBJECT: Approve 2015-16 Unaudited Actual Financial Statements  
DEPARTMENT: Office of the Deputy Superintendent, Business & Operations

**Background:**

Each year the district closes its books and is required to report the results to the Board, county, and state. These results are audited by the independent auditors each fall with audited financial statements presented to the Board by January 31 of the following year.

**Status:**

Below is a three year summary of unrestricted fund balance and change in ending fund balance:

	2013-14	2014-15	2015-16	2015-16	
	Actual	Actual	Estimated Actual	Actual	
Total Expenditures & Transfers Out	\$ 81,756,712	\$ 91,604,644	\$ 101,450,388	\$ 100,779,316	
Unrestricted Fund Balance (U.F.B.)	\$ 8,488,622	\$ 8,860,117	\$ 14,015,057	\$ 14,790,763	
\$ U.F.B. Increased (Decreased)	\$ (2,973,264)	\$ 371,495	\$ 5,154,940	\$ 5,930,646	
% U.F.B. Increased (Decreased)	-25.94%	4.38%	58.18%	66.94%	
Total Unrestricted F.B. as a % of Total General Fund Expenditures + Transfers Out	10.38%	9.67%	13.81%	14.68%	#
% Change in Unrestricted F.B.	-4.25%	-0.71%	4.14%	5.00%	#
<b>Unrestricted F.B. Available (excludes non-expendable, Committed and Other Assigned)</b>	<b>\$ 3,970,519</b>	<b>\$ 5,669,000</b>	<b>\$ 7,046,831</b>	<b>\$ 7,367,995</b>	
<b>Total Available Unrestricted F.B. as a % of Total General Fund Expenditures + Transfers Out</b>	<b>4.86%</b>	<b>6.19%</b>	<b>6.95%</b>	<b>7.31%</b>	^
<b>% Change in Available Unrestricted F.B.</b>	<b>-6.68%</b>	<b>1.33%</b>	<b>0.76%</b>	<b>1.12%</b>	

**Note:** Over the last three years, the District has provided over 15.3% in salary and health benefit increases; \$3.3 million for pension cost increases; > \$1 million in new textbook adoptions; and \$3.1 million in technology replacement and enhancements with the additional funding provided by the State.

# Total Unrestricted Fund Balance as percentage of total expenditures and transfers out increased by 5% percent, of which 3.4% is due to an increase in assignment for one time mandated cost funding.

^ Total Available Unrestricted Fund Balance as percentage of total expenditures and transfers out increased by approximately 1/3 percent from estimated actuals.



The enclosed financial statements reflect the results of the prior year's activity by fund. Below is a summary for the general fund:

	<b>Unrestricted</b>	<b>Restricted</b>	<b>Total</b>
Revenue & Other Financial Sources	\$ 92,816,681	\$ 15,295,978	\$ 108,112,659
Expenditures & Other Financing Uses	75,416,901	25,362,415	100,779,316
Contributions to Restricted Programs	<b>(11,469,134)</b>	11,469,134	-
Excess Revenues Over Expenditures	\$ 5,930,646	\$ 1,402,697	\$ 7,333,343
Beginning Fund Balance	8,860,117	3,401,071	12,261,188
Ending Fund balance	\$ 14,790,763	\$ 4,803,768	\$ 19,594,531
Components of Fund Balance:			
Nonspendable	\$ 61,369		\$ 61,369
Restricted		\$ 4,803,768	4,803,768
Committed	595,617		595,617
Assigned	6,765,782		6,765,782
Reserve for Economic Uncertainty	7,367,995		7,367,995
Total	<u>\$ 14,790,763</u>	<u>\$ 4,803,768</u>	<u>\$ 19,594,531</u>

REU as a % of Total Expenditures and Transfers Out 7.31%

**Presenter:**

Barbara L. Patterson, Deputy Superintendent, Business & Operations

**Financial Impact:**

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

**Materials/Films:** None

**Other People Who Might Be Present:** None

**Allotment of Time:**

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

**Packet Information:**

A copy of the state reporting package is included in the packet.

**Recommendation:**

Accept the 2015-16 Unaudited Actual Financial Report.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

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**SUBJECT:** Approve Resolution 16-17-04 Establishing Appropriation Limitation (Gann Limit)

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

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**Background:**

Education Code Sections 42132 specify that the school district governing board shall adopt a resolution identifying the estimated appropriation limits for the current year and the actual appropriation limits for the proceeding year.

**Status:**

Attached is a copy of the required resolution.

**Presenter:**

Barbara Patterson, Deputy Superintendent, Business & Operations

**Financial Impact:**

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

**Materials/Films:**

None

**Other People Who Might Be Present:**

None

**Allotment of Time:**

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

**Packet Information:**

2016-17 Appropriations Limit Calculations  
Resolution 16-17-04 Establishing Appropriation Limitation

**Recommendation:**

Staff recommends approval of Resolution 16-17-04 establishing appropriation limitation for 2016-17.

	2015-16 Calculations			2016-17 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
<b>A. PRIOR YEAR DATA</b> (2014-15 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	<b>2014-15 Actual</b>			<b>2015-16 Actual</b>		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	66,888,088.30		66,888,088.30			70,734,857.04
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	10,879.46		10,879.46			11,082.35
ADJUSTMENTS TO PRIOR YEAR LIMIT	<b>Adjustments to 2014-15</b>			<b>Adjustments to 2015-16</b>		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
<b>B. CURRENT YEAR GANN ADA</b> (2015-16 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)	<b>2015-16 P2 Report</b>			<b>2016-17 P2 Estimate</b>		
1. Total K-12 ADA (Form A, Line A6)	10,943.34		10,943.34	11,101.21		11,101.21
2. Total Charter Schools ADA (Form A, Line C9)	139.01		139.01	148.21		148.21
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			11,082.35			11,249.42
<b>C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED</b> TAXES AND SUBVENTIONS (Funds 01, 09, and 62)	<b>2015-16 Actual</b>			<b>2016-17 Budget</b>		
1. Homeowners' Exemption (Object 8021)	251,433.96		251,433.96	241,303.00		241,303.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	28,012,992.89		28,012,992.89	28,058,714.00		28,058,714.00
5. Unsecured Roll Taxes (Object 8042)	642,201.82		642,201.82	662,811.00		662,811.00
6. Prior Years' Taxes (Object 8043)	4,892.47		4,892.47	14,982.00		14,982.00
7. Supplemental Taxes (Object 8044)	1,235,204.14		1,235,204.14	1,028,224.00		1,028,224.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	4,796,558.62		4,796,558.62	4,557,136.00		4,557,136.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	1,015,374.36		1,015,374.36	962,392.00		962,392.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)	(4,237,978.63)		(4,237,978.63)	(4,111,292.00)		(4,111,292.00)
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	31,720,679.63	0.00	31,720,679.63	31,414,270.00	0.00	31,414,270.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	31,720,679.63	0.00	31,720,679.63	31,414,270.00	0.00	31,414,270.00

	2015-16 Calculations			2016-17 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
<b>EXCLUDED APPROPRIATIONS</b>						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			0.00			0.00
<b>OTHER EXCLUSIONS</b>						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			0.00			0.00
<b>STATE AID RECEIVED (Funds 01, 09, and 62)</b>						
24. LCFF - CY (objects 8011 and 8012)	52,588,205.00		52,588,205.00	58,497,144.00		58,497,144.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	129,852.74		129,852.74	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	52,718,057.74	0.00	52,718,057.74	58,497,144.00	0.00	58,497,144.00
<b>DATA FOR INTEREST CALCULATION</b>						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	109,391,044.14		109,391,044.14	109,333,479.00		109,333,479.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	150,695.12		150,695.12	126,000.00		126,000.00
<b>APPROPRIATIONS LIMIT CALCULATIONS</b>						
<b>D. PRELIMINARY APPROPRIATIONS LIMIT</b>						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			66,888,088.30			70,734,857.04
2. Inflation Adjustment			1.0382			1.0537
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			1.0186			1.0151
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			70,734,857.04			75,658,771.98
<b>APPROPRIATIONS SUBJECT TO THE LIMIT</b>						
5. Local Revenues Excluding Interest (Line C18)			31,720,679.63			31,414,270.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C26 or less than zero)			1,329,882.00			1,349,930.40
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			39,014,177.41			44,244,501.98
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			39,014,177.41			44,244,501.98
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			97,577.48			87,292.60
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			31,818,257.11			31,501,562.60
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			38,916,599.93			44,157,209.38
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			31,818,257.11			
b. State Subventions (Line D8)			38,916,599.93			
c. Less: Excluded Appropriations (Line C23)			0.00			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			70,734,857.04			



RESOLUTION 16-17-04  
BEFORE THE BOARD OF TRUSTEES OF THE  
ROCKLIN UNIFIED SCHOOL DISTRICT

In the Matter of: A RESOLUTION ESTABLISHING  
APPROPRIATION LIMITATION FOR 2016-17 AS  
REQUIRED BY ARTICLE XIII (B) OF THE STATE  
CONSTITUTION AND GOVERNMENT CODE SECTION  
7910

The following RESOLUTION was duly adopted by the Board of Trustees of the Rocklin Unified School District at a regular meeting held on the 7th day of September 2016 by the following vote on roll call:

AYES:

NOES:

ABSENT:

Signed and approved by me after its passage.

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President, Board of Trustees

ATTEST:

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Clerk, Board of Trustees

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BE IT HEREBY RESOLVED that the ROCKLIN UNIFIED SCHOOL DISTRICT, at a meeting held September 7, 2016, hereby establishes its appropriation limitation for 2016-17 as required by Article XIII (B) of the State Constitution and Government Code Section 7910, as \$75,658,771.98.

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann limit for the 2015-16 fiscal year and a projected Gann Limit for the 2016-17 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

**NOW, THEREFORE, BE IT RESOLVED** that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2015-16 and the 2016-17 fiscal years are made in accord with applicable constitutional and statutory law;

**AND BE IT FURTHER RESOLVED** that this Board does hereby declare that the appropriations in the Budget for the 2015-16 and 2016-17 fiscal years do not exceed the limitations imposed by Proposition 4;

**AND BE IT FURTHER RESOLVED** that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this district.

## ROCKLIN UNIFIED SCHOOL DISTRICT

## BOARD AGENDA BRIEFING

**SUBJECT:** Ratify Service Agreement with the OMNI Group to Administer the District's 403(b) Deferred Compensation Plan Compliance and Common Remittance.

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

**Background:**

In January 2009, the Internal Revenue Service (IRS) published final regulations governing the 403(b) Tax Shelter Annuity plans of public school employers requiring all school districts to comply with the new IRS regulations. At that time, the District contracted with a third party administrator, Central Valley Support Services (CVSS), to perform these administrative and compliance services for the 403(b) plan.

**Status:**

The District received notice from Central Valley Support Services in late June that they would no longer be providing 403(b) compliance and remittance services effective September 1, 2016. Clovis USD solicited an RFP for third party administrators for these same types of services to be extended to all CVSS districts. The District has reviewed and interviewed three vendors who responded to the RFP, specifically those firms that do not also sell investment products, but only provide administrative services.

Staff recommends the District contract with the OMNI Group for third party administrative services for the 403(b) plan. They will provide these administrative and compliance services including common remitting for school districts. OMNI will provide a plan document, the required information sharing and hold harmless agreements that each vendor must sign, and will coordinate the distribution and collection of these agreements. They will provide all compliance calculations. OMNI would start servicing employees' 403(b) account with the September end of month payroll.

OMNI will charge a \$3.00 per month fee per participant to the investment company(ies) that the participant contributes to. This will save employees contributing to 403(b) retirement plans \$30 per year, as they are currently paying \$2.50 per month for these services.

**Presenter:**

Barbara Patterson, Deputy Superintendent, Business & Operations

**Financial Impact:**

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

**Materials/Films:**

None

**Other People Who Might Be Present:**

None

**Allotment of Time:**

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

**Packet Information:**

A copy of the Service Agreement with the OMNI Group is included in your packet.

**Recommendation:**

Staff recommends ratification of the Service Agreement with the OMNI Group and authorize Deputy Superintendent, Business & Operations to sign related agreements.



## **SERVICES AGREEMENT**

This services agreement ("Agreement") is entered into on September 1, 2016 by Rocklin Unified School District, 2615 Sierra Meadows Dr., Rocklin, CA, ("Employer"), and the OMNI Financial Group, Inc., Water Tower Office Park, 1099 Jay Street, Bldg F, Rochester, New York 14611, ("OMNI").

WHEREAS, Employer sponsors certain retirement plans as specified in the attached Schedule (Plan) and whereas OMNI provides administration services for such plans, the parties agree for OMNI to act as third party administrator for the Plan in accordance with the following provisions.

### **1. OMNI'S SERVICES**

- a) Assistance and training necessary to implement OMNI's services for the Plan.
- b) An OMNI compliance specialist and remittance specialist designated to personally service the Plan.
- c) Call center services to address any plan inquiries.
- d) Plan contribution limit calculation and monitoring.
- e) Maintain records of all transactions processed by OMNI and any records of data preceding OMNI's services as provided by the Employer.
- f) Ensure that all information received by OMNI in performing its services hereunder is used for plan administrative purposes only and is otherwise treated as confidential information in accordance with the confidentiality requirements contained herein.
- g) Provide forms necessary for participants to contribute to the Plan such as the OMNI Salary Reduction Agreement ("SRA") form and plan transaction forms.
- h) Receive SRA's online, via e-mail, fax or mail. OMNI shall communicate plan contribution changes by secure e-mail to Employer's payroll department. To the extent employee data is made available online, OMNI shall create secure access via Secure Sockets Layers using at least 256-bit encryption.
- i) Maintain a distribution account for plan contributions. In no event shall the distribution account funds be commingled with any of OMNI's other accounts, operational or otherwise.
- j) Serve as the common remitter for the Plan and promptly remit all funds to the employee's selected investment provider, according to the timetable set forth in the attached Schedule.
- k) Process all plan transactions such as age/severance/disability/death distributions, contract exchanges, transfers, loans, hardship withdrawals, service credit transfers, rollover contributions and QDRO's provided that Employer has begun to remit, and OMNI has in its possession, all necessary documents such as Employer's written Plan. The Services do not include processing loan repayments through OMNI.
- l) Provide Employer with yearly contribution limits for all contributing employees, including all applicable catch-up provisions.
- m) Verify that investment accounts are ready to receive contributions prior to communicating a contribution change to the Employer.
- n) Enter into Information Sharing Agreements with Investment Providers on behalf of Employer.
- o) Provide a Plan document, and provide amendments to the Plan pursuant to Employer's request or changes in law during the term of this Agreement.
- p) Notify Employer of Federal laws that affect the Employer's Plan.
- q) Manage IRS audits of the Employer's Plan.
- r) When necessary, issue Federal tax 1099-R Form(s) for plan participants with respect to plan distributions that do not qualify for deferred tax treatment.
- s) Provide ongoing assistance, guidance, and information to Employer, its officials/administrators, Employees, Union representatives or investment providers with respect to the Plan, contributions, transactions, documents or any other related issues.
- t) Provide education and/or training at least once per year at site(s) designated by the Employer at no additional cost. Training shall include assistance, guidance, and information to Employer, its officials/administrators, Employees, Union representatives or investment providers with respect to the Plan, contributions, transactions, documents or any other related issues.
- u) OMNI's fees for its services shall be paid by the investment providers participating in the Preferred Provider Program (P3). Accordingly, Employer shall pay no fees for OMNI's services.

## **2. EMPLOYER'S OBLIGATIONS, ACKNOWLEDGEMENTS, REPRESENTATIONS**

- a) Transfer plan contribution funds via ACH or wire to OMNI's distribution account for distribution to the employee's selected investment provider.
- b) Enroll for a secure email account with OMNI enabling OMNI to securely transmit confidential data necessary to perform its obligations under this Agreement.
- c) Provide OMNI with information relevant to the Plan necessary for OMNI to fulfill its obligations under this Agreement such as employees' dates of severance, disability or start dates.
- d) Employer shall inform OMNI of any other benefit plans that may affect the administration and proper compliance of the Employer's Plan.

## **3. INDEMNIFICATIONS**

- a) Subject to the limitations set forth herein OMNI shall indemnify and hold harmless, Employer against any and all liabilities, losses, costs or expenses (including reasonable legal fees and expenses) of whatsoever kind and nature which may be imposed on, incurred by or asserted against Employer at any time to the extent such liability, loss or expense results from Omni's negligence, breach of the terms hereof, or willful misconduct under this Agreement.
- b) OMNI's duties and liability, if any, to indemnify Employer will become effective when OMNI has completed in a timely manner its compliance review of the Employer's Plan and the Employer has implemented all relevant recommendations made by OMNI.

## **4. INSURANCE**

Prior to the commencement of services under this Agreement, OMNI shall obtain and maintain, at its own expense throughout the term of this Agreement, general liability insurance that provides coverage for bodily injury, property damage, personal injury, and advertising injury arising out of the actual or alleged acts, omissions, and/or negligence of OMNI and/or its employees, agents, subcontractors, and representatives while performing services under this Agreement. Such insurance coverage shall be no less than \$1,000,000.00 per occurrence for bodily injury, and property damage and no less than \$1,000,000.00 for personal injury and advertising injury. OMNI shall name Employer, its respective officers, employees and agents as additional insured under the general liability insurance. OMNI shall provide Employer certificates of insurance and additional insured endorsements evidencing insurance coverage in accordance with the requirements of this provision. OMNI shall also obtain and maintain, at its own expense throughout the term of this Agreement, worker's compensation insurance in an amount in accordance with applicable statutes or other governing laws. OMNI shall provide to Employer a certified copy of all applicable insurance policies.

OMNI shall also provide and pay the full premiums on a crime policy in the amount of \$10,000,000 to cover damages and claims for damages related to dishonesty, forgery, alteration, theft, fraud, destruction and disappearance of property including money and securities, and computer crime by any former or current employee, officer, director, or any other agent of OMNI, including independent contractor. The deductible for such insurance shall be no more than \$50,000.00 unless otherwise approved by the Employer. OMNI shall provide the Employer certificates of insurance and additional insured endorsements evidencing insurance coverage in accordance with the requirements of this provision.

The insurance requirements in this article shall not in any way limit, in either scope or amount, the indemnity and defense obligations separately owed by OMNI to the Employer under this Agreement.

## **5. TERM and TERMINATION**

The term of this Agreement shall be for five (5) years beginning \_\_\_\_ ("Effective Date"), unless earlier terminated by either party. The parties may agree, in writing, to extend the term of this Agreement. Either party may terminate this Agreement by giving the other no less than thirty (30) days written notice prior to termination, in which case this Agreement shall terminate on the effective date specified in such notice. Either party may cancel this Agreement immediately, in whole or in part, for material default, material breach, insolvency, bankruptcy, and

inability to pay debts, or similar financial circumstances by the other. In the event of any such termination, OMNI shall invoice the Employer for any amounts due and payable for Services rendered to Employer prior to the effective date of termination and Employer shall pay such invoice within ten (10) days of Employer's receipt thereof.

Immediately upon termination of the Agreement, OMNI shall return all employee data and other confidential information to Employer along with all work completed through the date of termination. OMNI shall cooperate with Employer to facilitate the effective transition of services to a new provider. The Parties shall continue to comply with the confidentiality requirements contained herein following the termination of the Agreement.

## 6. CONFIDENTIALITY

OMNI acknowledges that in the course of providing services under this Agreement, it may receive confidential information relating to Employer's employees. OMNI agrees not to use such information beyond the purpose for which it was provided and to not disclose such confidential information to other parties except to the extent required by the Internal Revenue Service, by law, or with the consent of Employer or Employer's employees. OMNI agrees to take appropriate steps to secure such confidential information from misuse or unauthorized disclosure.

OMNI further agrees not to solicit the employees of Employer, other than to perform the services set forth in this Agreement, unless otherwise agreed to in writing by the parties.

## 7. GENERAL

- a) Entire Agreement and Amendment. This Agreement, together with any schedules, and exhibits attached hereto, contains the complete and exclusive understanding and agreement of the parties with respect to its subject matter and supersedes, merges, and replaces all prior writings, discussions and understandings relating to such subject matter. This Agreement may only be amended by a written agreement and signed by authorized representatives of both parties.
- b) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Parties hereby consent to the exclusive jurisdiction of any State or Federal court located in Placer County, California.
- c) Force Majeure. Neither party shall be responsible to the other party for any loss, damage, compliance error or expense caused by its failure to perform any duty or obligation under this Agreement which is due to causes beyond its control, such as an act of God, fire, flood, explosion, war, insurrection, riot, vandalism, terrorism, strike, power failure, interruption or loss of telephone/telecommunication services, or governmental act of regulation.
- d) Severability. If any term or provision of this Agreement is found to be invalid or unenforceable for any reason, it shall be adjusted rather than avoided, if possible, so as best to accomplish the objective of the parties to the extent possible. In any event, the remaining terms and provisions shall be deemed valid and enforceable. It is expressly understood and agreed that each provision of this Agreement providing for a limitation of liability disclaimer or limitation of warranties, or exclusion of damages is intended by the parties to be severable and independent of any other provisions and to be enforced as such.
- e) Assignment. This Agreement shall be binding on the parties and on their successors and assigns. Except as expressly provided herein, neither party shall transfer, assign or subcontract any right or obligation hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- f) Waiver. The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
- g) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single instrument.
- h) Independent Contract. In the performance of this Agreement, OMNI shall be an independent contractor. OMNI and its employees shall not be considered officers, employees or agents of Employer, and are not entitled to benefits of any kind or nature normally provided to employees of Employer. OMNI shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to OMNI's employees.

- i) No Third Party Beneficiary. This Agreement is not intended and shall not be construed as creating or conferring any rights or remedies for any third parties. Enforcement of any remedy for breach of this Agreement may only be pursued by the parties.
- j) Notices. All notices relating to this Agreement shall be in writing, signed by the party providing such notice and shall be delivered by personal delivery, fax, or certified U.S. mail, return receipt requested. All notices shall be effective as of the date of mailing. Notices shall be sent to the contact information set forth below, or such other address as either party may specify in the future.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date or dates written below.

EMPLOYER:

By: Barbara Patterson

OMNI FINANCIAL GROUP, INC.:

By: \_\_\_\_\_  
Robert F. McLean, II, President/CEO

Print Title: Deputy Superintendent

Date: \_\_\_\_\_

Date: Sept. 1, 2016

Barbara Patterson  
Deputy Superintendent  
Rocklin Unified School District  
2615 Sierra Meadows Dr., Rocklin, CA 95677  
bpatterson@rocklin.k12.ca.us  
Telephone: (916) 630-2230  
Fax:

Robert F. McLean  
President/CEO  
OMNI  
1099 Jay Street, Bldg F, Rochester, New York 14611  
Email: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

**SERVICES AGREEMENT SCHEDULE**

**PLANS & FEES**

<b>Name of Employer</b>	Rocklin Unified School District
<b>Plan(s):</b>	<input checked="" type="checkbox"/> 403(b) <input type="checkbox"/> 457
<b>Fees:</b> \$36/yr/contributing participant	<input checked="" type="checkbox"/> Preferred Provider Program (P3) <input type="checkbox"/> Employer

Investment Providers in the Preferred Provider Program (P3) have agreed to cover OMNI's fees for the Employer at the above rate, billed quarterly. Employer owes no fees or expenses under this Agreement.

**Employer Fee Payment Schedule**

<b>Deposit</b>	\$N/A
<b>Balance Due</b>	\$N/A

**OMNI'S REMITTANCE**

<b>Files Received By</b>	<b>Funds Available For Use By</b>	<b>Day Processed</b>
<b>Wednesday Midnight</b>	<b>Friday 11:00 A.M. EST</b>	<b>Friday</b>
<b>Friday Midnight</b>	<b>Tuesday 11:00 A.M. EST</b>	<b>Tuesday</b>

Except for holiday weeks when processing days may vary, OMNI processes remittances on Tuesdays and Fridays provided that the Employer adheres to the above.

Signer initials     *BJP*

## ROCKLIN UNIFIED SCHOOL DISTRICT

## BOARD AGENDA BRIEFING

**SUBJECT:** Approve Contract for Sunset Ranch Elementary School - Site Work for Modular Classroom 2016 Project

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

**Background:**

The District went out to bid for the site work for Modular Classroom 2016 project at Sunset Ranch Elementary School.

**Status:**

The bid for the site work for modular classroom 2016 project was solicited in the Placer Herald newspaper and by phone. The bids were opened by the District on August 23, 2016.

Landmark Construction	\$116,257.00
Peterson Developments	\$123,000.00
BRCO Constructors	\$124,000.00

The bids were reviewed by the Senior Director of Facilities & Operations and the Assistant Director of Facilities & Maintenance. The reviewers were in agreement to recommend award to Landmark Construction for the complete bid of \$116,257.00.

This work is scheduled to start on September 8, 2016 and be completed by November 18, 2016.

**Presenter:**

Craig Rouse, Senior Director Facilities, Maintenance & Operations

**Financial Impact:**

Current year:	\$116,257.00
Future years:	N/A
Funding source:	Fund 49 Mello Roos Projects Fund

**Materials/Films:**

None

**Other People Who Might Be Present:**

None

**Allotment of Time:**

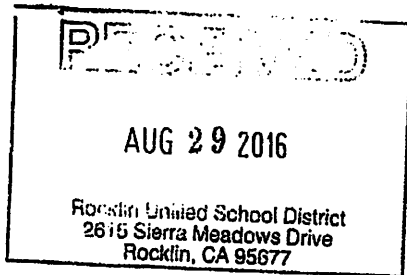
Check one of the following:  Consent Calendar  Action Item  Information Item

**Packet Information:**

Contractor Agreement included.

**Recommendation:**

Staff recommends approval of the contract for the site work for modular classroom 2016 project at Sunset Ranch Elementary School, in the amount of \$116,257.00, with Landmark Construction.



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

**THIS AGREEMENT is between Rocklin Unified School District ("District") and Landmark Construction ("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 – Site Work for Modular Classroom 2016** ("Project") as more 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 51 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 **\$116,257.00**.

4. **Payments.**

A. **Duration of Contract: 51 calendar days.**

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

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

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

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

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

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

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

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



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

C. All insurance companies must meet the following criteria:

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

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

A. The following documents are submitted with the bond:

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

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

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

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

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

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

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

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

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

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

11. Liquidated Damages.

- A. Pursuant to Government Code Section 53069.85, for each calendar day completion is delayed beyond the time allowed in this Agreement, Contractor shall forfeit and pay to District the sum of \$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 5948 King Road, Loomis, CA 95650. Either party may change the party's address for these purposes by giving written notice of the change to the other party in the manner provided in this paragraph.

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

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

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

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

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

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

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

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

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

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

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

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

32. Claims.

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

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



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

33. Fingerprinting Workers.

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

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

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

**Executed at 2615 Sierra Meadows Drive, Rocklin, CA, Placer County, California.**


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

\_\_\_\_\_  
District

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

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

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



DATED: 8/26/2016

\_\_\_\_\_  
Contractor

By: Paul Hanson

Title: Vice President

Address: 5948 King Road

Loomis, CA 95650

807981  
Contractor's License No.

1000004896  
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, Landmark Construction (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 Loomis California on August 26, 2016.  
Date

  
\_\_\_\_\_  
(Signature)

Paul Hanson  
\_\_\_\_\_  
(Typed or printed name)

Vice President  
\_\_\_\_\_  
(Title)

5948 King Road, Loomis, CA 95650  
\_\_\_\_\_  
(Address)

916-663-1953  
\_\_\_\_\_  
(Telephone)

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

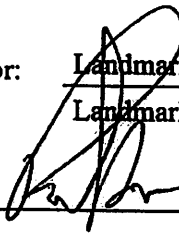
1. Steve Story
  2. Bill Sheets
  3. Chuck Pettersen
  4. Marty Flaherty
  5. Ryan Andersen
  6. Tracy Asher
  7. Aaron Quintanar
  8. Dennis Keeler
  9. Jesse Hartley
  10. Jim Bird
  11. Jim Johnson
  12. John Navickas
  13. Mike Valderrama
  14. Tim Watson
  15. Chris Lewis
- June Nixon  
Andrew Eastham  
Jorg Kope  
Paul Vansoest

**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: Landmark Modernization Contractors dba  
Landmark Construction

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

Title: Paul Hanson, Vice President

**VERIFICATION OF Contractor  
AND SUBContractorS' DIR REGISTRATION**

I am the Vice President of Landmark Construction ("Bidder") submitting the  
(Title/Position) (Bidder Name)

accompanying Bid Proposal for the Work described as Sunset Ranch ES - Site Work for Modular

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

2. The Bidder's DIR Registration Number is: 1000004896. 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.

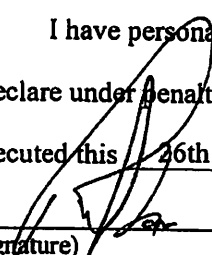
7. The Bidder's solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier 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 26th day of August, 2016 at Loomis, CA.  
(City and State)

  
\_\_\_\_\_  
(Signature)  
Paul Hanson

\_\_\_\_\_  
(Name, typed or printed)

**Exhibit A**

**BID FORM  
Section 00 4113  
16-1251**

**Landmark Modernization Contractors  
For: dba Landmark Construction  
Contractor**

Bids will be received until August 23, 2016 at 2:00 p.m.

TO THE HONORABLE:

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

LADIES/GENTLEMEN:

- The undersigned hereby proposes and agrees to furnish any and all required labor, material, equipment, transportation and services for construction of Sunset Ranch Elementary School - Site Work for Modular Classroom 2016 for the Rocklin Unified School District in strict conformity with the Drawings, Project Manual, and other documents on file at the office of the Architect, Rainforth - Grau - Architects, 2407 J Street, Suite 300, Sacramento, CA 95816, for the following sum(s):

BASE BID:

One Hundred Sixteen Thousand Two Hundred Fifty <sup>Six</sup> DOLLARS  
\$ 116,257.00

- CONTRACT PERFORMANCE PERIOD: As described in Section 01 1100 - Summary of Work.
- The undersigned agrees that, should the work not be completed within the time hereinabove stated from and after the date the Contractor is instructed to proceed by the Architect or Owner, an amount equal to seven hundred fifty DOLLARS (\$750.00) per calendar day for each day of delay after the expiration of such period shall be deducted from the Contract Sum.
- The undersigned, upon written notice of the acceptance of the bid within ninety (90) calendar days after the date of opening of the bids, hereby agrees to sign said Contract and furnish the necessary bonds within five (5) days after Notice of Award of said Contract.
- The undersigned has examined the location of the proposed work and is familiar with the Drawings, Project Manual, and other Contract Documents and the local conditions at the place where the work is to be done.
- The undersigned has checked carefully all of the above figures and understands that the Governing Board of the School District will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.
- The undersigned acknowledges that the Governing Board of the School District reserves the right to reject any and all bids and/or waive any irregularities or informalities in the bidding.
- Enclosed find Bidders' Bond for 10% of the bid, or Cashier's Check No. \_\_\_\_\_ of the \_\_\_\_\_ Bank for \$ \_\_\_\_\_.
- Receipt is acknowledged of Addenda as follows:  
No. 1 8/18/15      No. 2 \_\_\_\_\_      No. 3 \_\_\_\_\_      No. 4 \_\_\_\_\_
- The undersigned has submitted with this Bid Form the properly executed List of Subcontractors

and Non-Collusion Affidavit.

Contractor Landmark Modernization Contractors  
dba Landmark Construction

Signature 

Address 5948 King Road  
Loomis, CA 95650

Contractor's State License Board No. 807981

Classification A, B

Expiration Date 05/31/2018

DIR No. 1000004896

Dated this 23rd day of August, 2016.



ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

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SUBJECT: Extended School Year Summer School Update

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

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**Background:**

This year, Rocklin Unified served approximately 800 students in grades Preschool – 11<sup>th</sup> grade. Programs included academic support and enrichment for educationally disadvantaged students identified through Title I and Title III programs, credit recovery courses for high school students, and a wide range of special education programs and services.

**Status:**

The report will provide details about both the elementary and secondary summer programs, include statistics about students, staff and volunteers, funding, and specific program highlights. In addition, the district began to have teachers collect data about student progress through curriculum based pre and post assessments, student work, and some computer based assessments.

**Presenter(s):**

Kathy Pon, Ed. D., Deputy Superintendent, Educational Services  
Leza Davis, Elementary Summer School Principal/Program Specialist, Rocklin Unified  
Skott Hutton, Secondary Summer School Principal/Assistant Principal, Rocklin Alternative Programs

**Financial Impact:**

Current year: \$420,291.90 (includes salaries, materials, enrichment, nutrition and transportation)  
Future years: \$420,320-\$450,000 (depends on number of students served, staffing and other types of academic, behavioral or medical supports for special education)

Funding source: Title I, Local Control Accountability (LCAP), General Funds, Special Education

**Materials/Films:**

None

**Other People Who Might Be Present:**

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

**Allotment of Time:**

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

**Packet Information:**

None

**Recommendation:**

For Information only

# 2016 Extended School Year Summer School Update

## Rocklin Unified School District Board of Trustees Meeting September 7, 2016

Kathleen Pon, Ed. D.,  
Deputy Superintendent, Educational Services  
Leza Davis, District Program Specialist  
Skott Hutton, Assistant Principal, RICA



# Overview of Presentation

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- Review alignment of program to District goals and actions.
- Examine funding streams for extended school year learning (summer programs).
- Provide highlights including enrollment, staffing, curriculum and progress for-
  - Elementary/Special Education
  - Secondary/Special Education
- Provide reflections about improvements for future summer programs.

# Alignment to Strategic and Local Control Accountability (LCAP) Plans

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## Strategic Plan

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

## LCAP

Goal 1: RUSD will ensure all students will achieve to their highest potential and make continuous progress toward increasingly challenging academic goals consistent with college and career readiness standards.

# Funding for Extended School Year

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2016-2017 Funding Streams	
Program	Expenses
Intervention (General)	86,256.58
EI Supplemental (LCAP)	22,060.60
Title I	37,734.85
Special Ed	226,786.29
Nutrition Services	5,989.38
Transportation (SE/EL)*	41,464.20
<b>TOTAL</b>	<b>\$420,291.90</b>

\*Transportation expense includes PCOE students from RUSD

# Elementary – Parker Whitney Enrollment and Staff

---

Students
112 English Language Learners
123 Special Education Students
46 Students from Title 1 schools
281 Students

Staff
9 EL/Title 1 Teachers
5 EL/Title 1 Instructional Aides
11 ESY Preschool/Elementary Teachers
30 Special Education Aides
23 High School Volunteers from RHS and WHS

Schedule
Monday, June 13 <sup>th</sup> – Friday, July 8 <sup>th</sup>
8:00 am – 12:00 pm
19 Days of Instruction

# Enrichment Component

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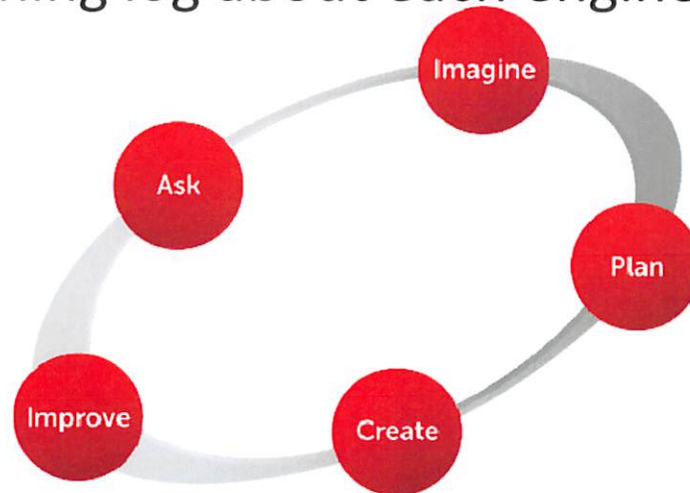
- Enrichment focused on STEM (Science Technology Engineering and Mathematics)
- Grade level projects emphasized the Engineering Design Process (embedded in the Next Generation Science Standards)
- The STEM focus also included collaboration, academic language, writing using note-booking, hands-on activities and authentic problems to solve



# Teacher Training

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- Staff training was on using the Engineering is Elementary curriculum from the Boston Museum of Science.
- Topics included how to introduce students to the design process through the study of magnetism, transportation, windmills, water filtration and designing “good” playdough (kindergarten).
- Teachers’ use of other strategies included using informational text about the topics, using academic language and vocabulary, and writing in a learning log about each engineering design challenge.





# Measurements of Student Growth

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- Students learning included a focus on reading fluency, comprehension and math interventions.
- Teachers used a variety of curriculum based assessments to drive instruction and measure growth.
- Students from every class were rewarded on Fridays for making good decisions, solving problems and showing respect.

Successes
2 <sup>nd</sup> grade students gained an average of 40 sight words
4 <sup>th</sup> – 6 <sup>th</sup> grade RSP students gained an average of 2 months progress in STAR Reading Assessments
3 <sup>rd</sup> graders improved 31% in their multiplication, based on growth from pre and post curriculum assessments
6 <sup>th</sup> grade students read a total of 104 books on MyON (computer based literacy program) for EL students

# Motivational Assemblies – Fitness & Sami Circuit

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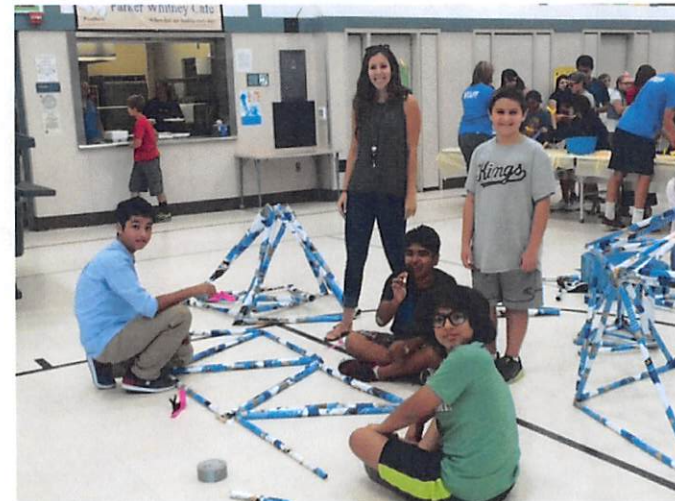
- Sami Kadar shared his childhood struggle with fitness and encouraged our students to focus on making healthy choices for their bodies and minds during our Sami Circuit assembly on July 5<sup>th</sup>.
- He set up an exciting exercise circuit with music and lights and encouraged all students to keep on moving!



# STEM – Science Technology Engineering and Math

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- Our culminating event was a Science Fair and Science Field Day with Camp EDMO.
- Classes displayed the engineering design processes from their grade level projects.
- Students participated in interactive science activities such as building Geodesic domes, catapults, and battery powered hex bugs.
- Fox 40 even showcased the Summer STEM Academy!



# Rocklin Summer STEM in the News



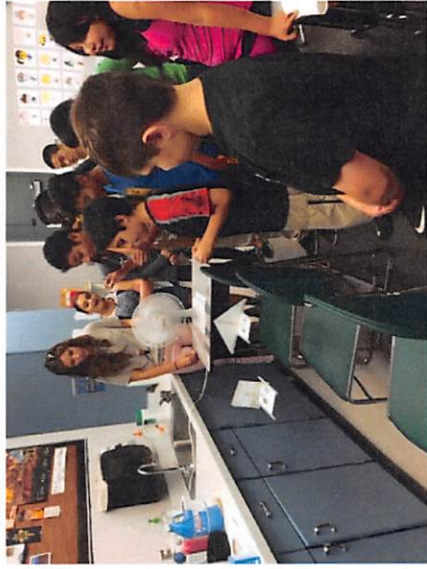
# Closing Words...

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“The next time I go to summer school, I hope they have Sami Circuit again.” *Maya, 2<sup>nd</sup> grade student.*

“I was nervous and excited to teach summer school, but I wasn’t expecting to enjoy it so much! I’m actually saying, Oh shoot, there are only 3 weeks left!” *Andrea Springsteen, 2<sup>nd</sup> grade teacher.*

“This year’s summer school was the smoothest that I have had as an aide in my last 8 years. I really loved the curriculum. The students were energized by the experiments and it made teaching fun!” *Deb Carrasco, EL Instructional Aide.*



# Reflections for Future Programs

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- Continue emphasis on STEM, writing
- Clearly delineate specific and global data to be collected about student progress (difficult to assess portfolios of student work)
- For structured teaching (Autism) identify pre/post data that will be collected and shared about progress on individual goals: (Example: walking the stairs, use of language, mastery of picture exchange communication system).
- For non ILS special education students, communicate with regular year case managers in May to accelerate the pre-testing of identified IEP goals that students will work on during summer: (Example: reading decoding and comprehension or number sense goals). Then implement post tests of mastery.
- Possibly use student Measures of Academic Progress (MAP) assessment scores in fall to compare to special education students' previous spring scores to identify growth.

# Secondary – Rocklin High

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Session Dates: June 13th – July 8th

Hours:

- Credit Recovery Session 1 – 7:45 AM to 10:45 AM
- Credit Recover Session 2 – 11:15 AM to 2:15 PM
- ESY – 7:45 AM to 11:45 AM

# Secondary Programs – Credit Recovery Courses/General Education

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## Credit Recovery Program Courses

- Math: Integrated I & II
- English Language Arts I, II, and III
- Science: Physical Science or Biology
- Social Sciences: Geography, U.S. History, or World History
- Resource Program (RSP)



# Secondary – Credit Recovery Enrollment and Staff

Students			Staff
445			Credit Recovery Teachers: 15
			Support Staff: 14
Subject	Session 1 Enrollment	Session 2 Enrollment	Teachers
LA I	52	34	Josh Ansley/Michelle Call/Mark Billingsley
LA II	22	25	Celcilia Kulak
LA III	20	12	Heather McQueen
IM 1	19	14	Teri Ellenburg/Joel Williams
IM 2	21	19	Tara McCullough/Emily Mitchell/Vicki Lovitt
Biology	25	48	Garret Gruessing/John Yanni
Physical Science	28	25	John Yanni
World History	32	24	Paul Rettinhouse
US History	21	NA	Michael Agee
Geography	11	NA	Matt Thompson
Resource	42	42	Louise Cranston/Kevin Estes

# Secondary Special Education Programs

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## Special Education Classes

- Special Day Classes (SDC) in non-severe, ILS, SMD, and ASD
- Special Education/Related Services:
  - Speech-Language Therapy
  - Occupational Therapy (OT)
  - Physical Therapy (PT)
  - Adapted Physical Education (APE)
  - Individual Counseling

# Secondary ESY – Enrollment and Staff

Students		Staff	
74		ESY Teachers: 6	
		Instructional Aides: 23	
		High School Volunteers: 15	
Program	Avg. Daily Attendance	Teachers	# of Aides
SMD	6	David Bressler	2 1 - LVN
ASD	12	Vince Kelly/Tara Kemp	6 1 - 1:1
ILS	15	Pam Shugarte	3 3 - 1:1
ILS	15	Tori Hayes	3 3 - 1:1
SDC	10	Amber Cole	2

# Secondary – Statistics

---

## Data Snapshots:

- 519 Students Enrolled
- One single-day suspension
- Six disenrolled due to exceeding absence allowance

## Survey Snapshots

- 93% of students responded that their teacher was interactive and engaging
- 84% of students responded that there was sufficient technology incorporated
- 94% of staff felt summer school was well organized
- 98% felt valued as a member of the summer school team

# Secondary – Statistics

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## Progress Measurements:

- Credit Recovery Pass Rate - 98.4%
- ESY (SDC) Growth in Language Arts Curriculum Based Assessments - 2-5%
- ESY (SDC) Growth in Mathematics Curriculum Based Assessments - 1-5%
- Like elementary, recommend teachers of non ILS special education students communicate with regular year case managers in May to accelerate the pre-testing of identified IEP goals that students will work on during summer and implement post tests of mastery.
- Possibly use following fall scores from Measures of Academic Progress (MAP) assessment to examine growth from prior spring scores.

# Secondary – Highlights

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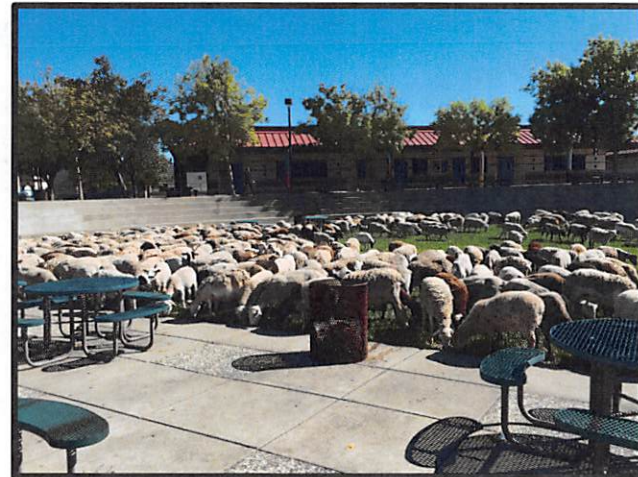
- Behaviorist Training for ASD Aides
- On-line course offering – LA III
- 100% Attendance Awards (52 students)
- Spirit Days
- Olympic Games
- Welcome Video
- Staff Luncheon



# Secondary – Highlights

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- Chromebook Access for All
- Established Essential Skills for Language Arts, Science and Social Science
- SDC Daily Pre/Post Assessment
- Sheep Herding



# Reflections for Future Programs

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- Review Hiring/Enrollment Process
- Expand Welcome Video
- Align Whitney and Rocklin High Math Programs
- On-site Technology Support – Days 1 & 2
- Advertise On-line Course Offerings



# Looking Forward to 2017

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- Continue braided funding streams
- Continue early recruiting for principal and teacher positions
- Work closely with Special Ed staff to ensure optimal teacher and instructional aide to student ratios
- Use summer school as labs for professional learning!
- Consider ways to increase home - school communication
- Plan for multiple measurements of student progress
- Expand community partnerships and cross grade level student volunteers!

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

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SUBJECT: School Opening Report

DEPARTMENT: Superintendent's Cabinet

---

**Background:**

Wednesday, August 17, 2016, marked the beginning of the 2016-17 school year for Rocklin Unified School District students. Preparations and planning throughout the summer months have helped to ensure a smooth opening of our schools.

**Status:**

A presentation will be provided regarding school opening and related activities.

**Presenter(s):**

Roger Stock, Superintendent  
Superintendent's Cabinet

**Financial Impact:**

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

**Materials/Films:**

None

**Other People Who Might Be Present:**

**Allotment of Time:**

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

**Packet Information:**

Power Point presentation.

**Recommendation:**

This is an information item only.

# 2016-17 School Opening Report

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Rocklin Unified School District  
Board of Trustees Meeting  
September 7, 2016

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*Presented by:*  
*Superintendent Roger Stock and*  
*Superintendent's Cabinet*

# 2016-17 School Opening Report

## September 7, Board of Trustees Meeting



### Department: Human Resources

#### Title: New Hires

➤ Classified	30	(1,042 Applications)
➤ Classified Subs	92	
➤ Coaches	75	
➤ Certificated Subs	173	
➤ Certificated	74	(1,332 Applications)
➤ Average Years Experience:	5	
➤ Management	5	(139 Applications)

# 2016-17 Back to School Highlights



## Department: Educational Services



# 2016-17 School Opening Report

## September 7, Board of Trustees Meeting



### Educational Services Summer Professional Development

- Summer Math Training with CSU
  - 39 secondary, 33 elementary teachers
- Online Stanford Math Course (still in progress)
  - 12 teachers
- English Language Arts Secondary Pilot Training
  - 34 teachers
- Special Education Policy Manual Work
  - 16 staff (program specialists, teachers, therapists, psychologists)
- Instructional Rounds Practice at ESY sites
  - 12 staff (administrators, TOSAs)

# 2016-17 School Opening Report

## September 7, Board of Trustees Meeting



Department: Business Services

Enrollment Update:

GRADE	2012-13	2013-14	2014-15	2015-16	Projected 2016-17	10th day WBC 2016-17	Difference between Projected & 10th day WBC
ELEM	5,629	5,642	5,448	5,585	5,637	5,645	8
MIDDLE	1,759	1,714	1,733	1,751	1,793	1,856	63
HIGH	3,739	3,767	3,770	3,835	3,896	3,911	15
VHS	87	98	82	73	74	73	(1)
TRANSITION 18-22	23	17	28	25	25	23	(2)
NPS per CBEDS	10	9	9	9	9	12	3
RICA (beginning 13-14) and RIS prior	70	94	119	145	160	133	(27)
PCOE	49	43	18	19	18	15	(3)
<b>TOTAL DISTRICT ENROLLMENT</b>	<b>11,366</b>	<b>11,384</b>	<b>11,207</b>	<b>11,442</b>	<b>11,612</b>	<b>11,668</b>	<b>56</b>
<b>CHANGE Over Prior Year</b>	<b>230</b>	<b>18</b>	<b>(177)</b>	<b>235</b>	<b>170</b>	<b>226</b>	
General Fund only (excluding RICA and RIS) including PCOE - for LCFF	11,296	11,290	11,088	11,297	11,452	11,535	83
Change excluding RIS/RICA	223	(6)	(202)	209	155	238	

Note: Prior years data is CBEDS enrollment

# 2016-17 School Opening Report

September 7, Board of Trustees Meeting



Department: Facilities, Maintenance & Operations

Prop 39 Projects:

- LED Exterior Lighting Replacement

Deferred Maintenance:

- Exterior Painting
- Asphalt Repair and Striping
- Gym Floor Resurfacing
- Flooring Replacement, Seating Replacement

Facilities:

- Granite Oaks Middle School Expansion Project
- Whitney High School Synthetic Turf and All Weather Track Replacement



# 2016-17 School Opening Report

## September 7, Board of Trustees Meeting

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Department: Technology Services  
Equipment Replacement & Enhancement  
Plan

- 1,500+ PCs removed or repurposed
  - “Thin clients”, 11+ yr equipment, Win XP
- 111 new Chromecarts
  - 3600+ Chromebooks
  - 7 lab conversions
  - Student to Computer Ratios

TK-6 = 2:1 - - 7-8 = 2.75:1 - - 9-12 = 3.5:1



# 2016-17 School Opening Report

## September 7, Board of Trustees Meeting



Department: Technology Services

- Aeries Enhancements
  - K-6 Grade books
  - Breen Pilot/Data Confirmation
- Assessment System Data Integration
- BYOD, Digital Citizenship, Student Techs
- Data Privacy
- 3,510,159 total steps = 1,494 miles!



# 2016-17 School Opening Report

## September 7, Board of Trustees Meeting



Department: Department: Communications



The Summer Social Media Spotlight is Growing!

People are noticing your great work! Thank you!

The latest! Check out: [facebook.com/Rocklin-Unified-School-District](https://facebook.com/Rocklin-Unified-School-District) [twitter.com/RocklinUSD](https://twitter.com/RocklinUSD) [#rusdPROUD](https://www.instagram.com/rusdPROUD)

- Extensive Media Exposure/News Coverage
- Hearty Social Media Presence-School Year and Summer  
Website/#rusdPROUD
- Internal and External Communications  
Staff- Our Information Ambassadors  
RUSD News Submission form
- Community-The Generosity Report Chamber of Commerce, PCOE, KidsFirst and other organizations



# 2016-17 Back to School Highlights



## 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.