

ROCKLIN UNIFIED SCHOOL DISTRICT
CERTIFICATED/MANAGEMENT PERSONNEL REPORT
June 11, 2014

Item 9.2
CONSENT
June 11, 2014

RESIGNATIONS/RETIREMENTS

1. Christa Burke, School Psychologist, District, Resignation 6/6/14 (Letter Attached)
2. Hannah Hurley, Elementary Teacher, Rock Creek Elementary, Resignation 6/6/14 (Letter Attached)
3. Kimberly Johnstone, SDC Teacher, Parker Whitney Elementary, Resignation 6/6/14 (Letter Attached)
4. Crystal Keith, School Psychologist, District Employee, Resignation 6/12/14 (Letter Attached)
5. April Fetch, Elementary Teacher, Leave of Absence 2013-14, Resignation 6/6/14 (Letter Attached)
6. Leslie Moonshine, 8th Grade History Teacher, Granite Oaks Middle School, Retirement 6/6/2014 (Letter Attached)
7. Marilyn Ferrell, Elementary Teacher, Rocklin Elementary, Retirement 6/6/2014 (Letter Attached)
8. Jon Beckler, Science Teacher, Granite Oaks Middle School, Retirement 6/6/2014 (Letter Attached)

RECLASSIFICATION/CHANGE IN ASSIGNMENT FOR 2014-15 SCHOOL YEAR

1. Patrick Floyd, Guidance Counselor (Temporary) to Guidance Counselor (Permanent), Whitney High School
2. Carolyn King, School Psychologist, 0.60 FTE to 0.70 FTE, District Employee

NEW HIRE FOR 2014-15 SCHOOL YEAR

1. Sarah Soares, Program Specialist I, English Language Development, 0.50 FTE, District Office

ROCKLIN UNIFIED SCHOOL DISTRICT

PERSONNEL REPORT

June 11, 2014

CLASSIFIED

RECLASSIFICATION:

1. Name: Stacy Tracey
Position: Special Ed Aide II
Salary: CSEA, Range 27, Step C
Hours: 6 Hours/Day
Days: 10 Months/Year
Effective: 08/19/14
Site: Rock Creek Elementary
Funding: General

ADDITIONAL TIME:

2. Name: Lei-Lani Haynes
Position: School Clerk
Salary: CSEA, Range 30, Step B
Hours: From 2 to 8 Hours/Day
Days: 10.5 Months Year
Effective: 06/02/14
Site: Sunset Ranch Elementary
Funding: General

UNPAID LEAVE OF ABSENCE:

3. Name: Nancy Spooner
Position I: Special Ed Aide I
Position II: Health Aide
Site: Sierra Elementary School
Hours I: 3 Hours/Day
Hours II: 3 Hours/Day
Effective: 05/08/14
Comments: Through 06/05/14

RESIGNATIONS/RETIREMENT:

4. Name: Gina Moon
Position: Instructional Aide I –
Elementary K-6
Site: Rocklin Elementary School
Hours: 3.33 Hours/Day
Effective: 06/05/14
5. Name: Melissa Mainini
Position: Instructional Aide I –
Elementary K-6
Site: Antelope Creek Elementary School
Hours: 3.75 Hours/Day
Effective: 06/05/14
6. Name: Jamie Stroppini
Position: Special Ed Instructional Aide I
Site: Transition Program
Hours: 3 Hours/Day
Effective: 06/05/14

7. Name: Masato Yoshida
Position: Discipline Technician
Site: Whitney High School
Hours: 8 Hours/Day
Effective: 06/05/14

8. Name: Vincent Kelly
Position I: Special Ed Aide I
Position II: Instructional Aide I
Elementary K-6
Site: Antelope Creek Elementary School
Hours I: 3.5 Hours/Day
Hours II: .3 Hours/Day
Effective: 06/05/14

9. Name: Lynda Nelson
Position: Food Services Worker II
Site: Antelope Creek Elementary
Hours: 7 Hours/Day
Effective: 08/11/14

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

Item 9.4
CONSENT
June 11, 2014

SUBJECT: Granite Oaks Science Club Marine Biology Overnight Field Trips

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

The Granite Oaks Science Club will be participating in the Marine Biology Trip to Mackerricher State Park in Fort Bragg California at the Pacific Environmental Education Camp. Students will attend a four day trip that includes well qualified instructors that will deliver curriculum to students in line with the California State Standards and California Common Core State Standards. Specifically, the flora, fauna and unique habitats that these organisms share along the Mendocino Coast, in addition to the biological connections and the relationships found in these ecosystems, will be explored. Students will be housed in tent cabins where they will be supervised by an attending RUSD science teacher from GOMS in addition to a ratio of one fingerprinted and TB tested chaperone for every 10 students. Transportation will be either charter bus or District school bus, depending upon availability of the latter.

Status:

The two Marine Biology Trips to the Pacific Environmental Education Center at Mackerricher State Park in Fort Bragg, CA are scheduled for Sept. 30-Oct. 3, 2014 and Oct. 14-17, 2014.

Presenter(s):

John Yanni/Justin Thayer

Financial Impact:

Current year:

Future Year:

Funding Source: Donations/contributions

Material/Films:

None

Other People Who Might Present:

Jay Holmes

Allotment of Time:

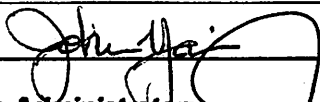
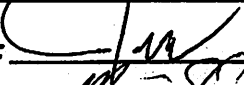
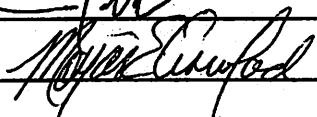
Check one of the following: Consent Calendar Action Item Information Item

Packet Information Item:

None

Recommendation:

Staff requests Board approval of the overnight field trip as described above.

Submitted by: 	Date: 5/13/14
Approved by Site Administrator: 	Date: 5-15-14
Approved by D.O. Administrator: 	Date: 5-19-14

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve 2014-15 Rocklin High School Overnight Field Trips

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

All overnight field trips require Board approval.

Status:

Rocklin High School Athletics Department has compiled a list of all known overnight field trips for the 2014-15 school year.

Presenter(s):

Karen Huffines, Director of Elementary Programs and School Leadership

Financial Impact:

Current year:
Future Year:
Funding Source:

Material/Films:

None

Other People Who Might Present:

Davis Stewart, Rocklin High School Athletic Director/Assistant Principal

Allotment of Time:

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

Packet Information Item:

Rocklin High School - 2014-15 Overnight Field Trips

Recommendation:

Staff recommends approval of the Rocklin High School 2014-15 overnight field trips.

Submitted By: Davis Stewart

Date: June 4, 2014

Approved by Site Administrator: David Bills

Date: June 4, 2014

Approved by D.O. Administrator: Karen Huffines

Date: June 4, 2014



RHS Overnight Trips- Athletic Department 2014-2015

<u>Sport</u>	<u>Date</u>	<u>Destination</u>
Boys Basketball	Dec. 6-8, 2014	Fresno, CA.
Girls Basketball	Dec. 26-30, 2014	San Diego, CA.
Baseball	February 13-15, 2015	Southern California – Valencia HS
Baseball	March 6-8, 2015	Fresno – various high schools
Baseball	March 23-27, 2015	Orange County – National Classic
Baseball	June 21-22, 2015	San Jose, CA. – Archbishop Mitty HS
Cheer	June 22-24, 2014	Camp at UC Davis
Cheer	Dec. 19-22, 2014	*CIF State Cheer Champs, Carson, CA.
Cheer	Feb. 5-9, 2015	*National HS Cheer Champs, Orlando, FL.
Cheer	March 5-8, 2015	*UCA West Coast Championship, Los Angeles (*will only attend one of these)
Cross Country	Aug. 29-31, 2014	Soda Springs – Camp Winthers
Cross Country	Sept. 12-14, 2014	Woodbridge H.S.– Irvine, CA.
Cross Country	Sept. 27-29, 2014	Stanford Invite (Palo Alto, CA.)
Cross Country	Oct. 24-26, 2014	Mt. Sac Invite (Mt. San Antonio JC)
Cross Country	Nov. 21-23, 2014	Fresno State Meet
Dance	August 5-7, 2014	NDA Summer Camp – Roseville, CA.
Dance	September 13-14, 2014	Relay for Life Charity Event – Rocklin
Football	June 16-19, 2014	Feather River College, Quincy, CA.
Boys Golf	April 2015	CAL invitational – VAR to Graegle, CA.
Boys Golf	Feb. or March 2015	Greenhorn Creek G.C. Angels Camp, CA.
Girls Golf	September 13-14, 2014	Green Horn Creek Resort, Angels Camp, CA.
Softball	March 13-15, 2015	Pleasanton, CA.
Girls Tennis	September 4-6, 2014	San Luis Obispo
Boys Tennis	Feb. 26 - 28, 2015	San Luis Obispo
Track	Jan. 2-3, 2015	Reno, NV – Pole Vault Clinic
Track	April 3-4, 2015	Stanford Invitational
Track	April 10-11, 2015	Arcadia Invitational
Track	May 1-2, 2015	Douglas HS Invitational
Boys Volleyball	April 2015	San Jose Tournament
Girls Volleyball	September 12-14, 2014	San Luis Obispo
Boys Water Polo	Oct. 24-25, 2014	Modesto, CA. Tournament
Girls Water Polo	Sept. 5-7, 2014	Donner Retreat
Girls Water Polo	Oct. 17-18, 2014	Modesto, CA. Tournament
Wrestling	Dec.5-7, 2014	Hollister
Wrestling	Dec. 18-20, 2014	Modesto
Wrestling	Dec. 22-23, 2014	Clovis, CA.
Wrestling	Jan. 3-4, 2015	Anderson, CA.
Wrestling	Feb. 14-15, 2015	Masters Tourn. – Stockton, CA.
Wrestling	Feb. 19-21, 2014	State Tournament – Bakersfield, CA.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Approve 2014-15 Whitney High School Overnight Field Trips

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

All overnight field trips require Board approval.

Status:

Whitney High School Athletics Department has compiled a list of all known overnight field trips for the 2014-15 school year.

Presenter(s):

Karen Huffines, Director of Elementary Programs and School Leadership

Financial Impact:

Current year:
Future Year:
Funding Source:

Material/Films:

None

Other People Who Might Present:

Jason Feuerbach, Whitney High School Athletic Director/Assistant Principal

Allotment of Time:

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

Packet Information Item:

Whitney High School - 2014-15 Overnight Field Trips

Recommendation:

Staff recommends approval of the Whitney High School 2014-15 overnight field trips.

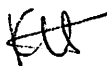
Submitted By: Sherry Mauser

Date: May 28, 2014

Approved by Site Administrator: Debra Hawkins

Date: May 28, 2014

Approved by D.O. Administrator: Karen Huffines



Date: June 2, 2014

Whitney High School Overnight Field Trips 2014-2015

Athletic Department

What: **State Tournaments and Finals**
Where: Location to be determined by CIF
When: End of each sport season
Transportation: Rental or school vans (depending on location)
Lodging: Hotel TBD
Who will attend: Qualifying teams/athletes
Chaperones: Coaching staff
Cost: \$0
Contact person: Jason Feuerbach, Athletic Director – jfeuerbach@rocklin.k12.ca.us

Associated Student Body (ASB)

What: **ASB Retreat**
Where: Little Grass Valley Reservoir, Las Plumas National Forest
When: July 25-27, 2014
Transportation: School vans and one car with trailer
Lodging: Tents
Who will attend: ASB officers and commissioners
Chaperones: Jenny Yadon, Jesse Armas, and Peter Buck (WHS staff members)
Cost: \$100 per student - Paid through Fundraising ASB Funds
Contact: Jenny Yadon, Student Activities Director – jyadon@rocklin.k12.ca.us

What: **California Association of Student Leaders Conference**
Where: TBD within California
When: Spring 2015
Transportation: Rental Vans
Lodging: Hotel where the conference will be held
Who will attend: Selected ASB students and officers
Chaperones: Jenny Yadon, Jesse Armas, Kari Ustaszewski and Nicole Ferguson
Cost: Paid through ASB Fundraising
Contact: Jenny Yadon, ASB Director – jyadon@rocklin.k12.ca.us

AVID

What: College Field Trip
Where: UC Santa Cruz, Santa Cruz, CA
Cal State Monterey, Monterey, CA
When: March 13-14, 2015
Transportation: Bus or van
Lodging: Hotel TBD
Who will attend: AVID students
Chaperones: Riki Sheesley, Abigail Pena, Emily Zenoni and Patrick Gale
Cost: \$150 per student
Contact person: Riki Sheesley, AVID Coordinator – rsheesley@rocklin.k12.ca.us

Boys Basketball

What: *St. Mary's Team Camp*
Where: St. Mary's University, Moraga, CA
When: June 13-15, 2014
Transportation: Rental Vans and Parents
Lodging: Concord Hilton, Concord, CA
Who will attend: JV/Varsity players and coaching staff
Chaperones: JV/Varsity Coaching Staff and parents
Cost: \$250
Contact: Nick French, Head Varsity Coach – nfrench@rocklin.k12.ca.us

Broadcasting

What: *Student Television Network (STN) National Broadcast Convention*
Where: San Diego, California
When: April 1-5, 2015
Transportation: Airplane
Lodging: Manchester, Grand Hyatt Hotel, San Diego, CA
Who will attend: Selected Broadcasting Students
Chaperones: Ben Barnholdt and parents as needed
Cost: To be paid through fundraising and Broadcasting ASB account
Contact: Ben Barnholdt, Instructor – bbarnholdt@rocklin.k12.ca.us

Cheerleading

What: *Cheer and Stunt Camp UCA*
Where: Squaw Valley, California
When: June 17-20, 2014
Transportation: Parents
Lodging: Squaw Valley Lodge
Who will attend: Varsity, JV and Frosh Cheer Teams
Chaperones: Nicole Ferguson (Varsity), Candice Andrews (JV) and Mackenzie Walsh (Frosh)
Cost: \$375 per student
Contact: Nicole Ferguson, Head Varsity Coach – nferguson@rocklin.k12.ca.us

What: *Cheer Captains' Retreat*
Where: Rainbow Lodge, Soda Springs, California
When: July 8-10, 2014
Transportation: Parents
Lodging: Rainbow Lodge
Who will attend: Captains from Cheer Teams
Chaperones: Nicole Ferguson (Varsity), Candice Andrews (JV) and Mackenzie Walsh (Frosh)
Cost: \$0 per student
Contact: Nicole Ferguson, Head Varsity Coach – nferguson@rocklin.k12.ca.us

What: *USA Cheer Nationals*
Where: Anaheim Convention Center, Anaheim, California
When: March 21-24, 2015
Transportation: Parents
Lodging: Double Tree Anaheim
Who will attend: Competition Cheer Teams
Chaperones: Nicole Ferguson (Varsity), Candice Andrews (JV) and Mackenzie Walsh (Frosh)
Cost: \$375 per student
Contact: Nicole Ferguson, Head Varsity Coach – nferguson@rocklin.k12.ca.us

Communications

- What:** *JEA/NSPA Fall National Journalism Convention: Boston*
Where: Washington D.C., Maryland
When: November 2-8, 2015
Transportation: Airplane, shuttle van
Lodging: Marriott Wardman Park Hotel, Washington D.C.
Who will attend: Advanced Journalism and Publications students – grades 10-12
Chaperones: Sarah Nichols (and parent chaperone if needed)
Cost: \$800 estimated per student
Journalism/Publications ASB accounts to help cover costs
Contact: Sarah Nichols, Instructor – snichols@rocklin.k12.ca.us
- What:** *Columbia Scholastic Press Association (CSPA) Annual Spring Convention*
Where: Columbia University, New York
When: March 17-21, 2015
Transportation: Airplane, shuttle van
Lodging: Park Central Hotel, New York, NY
Who will attend: Advanced Journalism Students
Chaperones: Sarah Nichols (and parent chaperone if needed)
Cost: \$800 estimated per student
Students will pay trip costs with help from fundraising; scholarships available
Journalism/Publications ASB accounts to help cover costs
Contact: Sarah Nichols, Instructor – snichols@rocklin.k12.ca.us
- What:** *JEA/NSPA Spring National Journalism Convention: Boston*
Where: Denver, Colorado
When: April 15-19, 2015
Transportation: Airplane, shuttle van
Lodging: Sheraton Downtown Denver
Who will attend: Journalism and Publications students – sign-ups
Chaperones: Sarah Nichols (and parent chaperone if needed)
Cost: \$650 estimated per student
Students will pay trip costs with help from fundraising; scholarships available
Journalism/Publications ASB accounts to help cover costs
Contact: Sarah Nichols, Instructor – snichols@rocklin.k12.ca.us

Cross Country Team

- What:** *Cross Country Invitational*
Where: Mt. Antonio College Invitational
When: October 2014 - TBD
Transportation: Parents
Lodging: Hotel TBD
Who will attend: Cross Country Team
Chaperones: 3 coaches and 3 parents
Cost: \$25 - Cross Country account will pay associated cost
Contact: Mark Snow, Head Varsity Coach – msnow@rocklin.k12.ca.us

Culinary Arts Program

What: *Prostart Culinary Cup*
Where: Pasadena, CA
When: March 2015 - TBD
Transportation: Rented Van
Lodging: Hotel TBD
Who will attend: 5-10 Culinary Competition students – Culinary Competition Club
Chaperones: Carissa McCrory, Diane Schaffer and parents
Cost: \$300 – paid from fundraising
Contact person: Carissa McCrory, Instructor – cmccrory@rocklin.k12.ca.us

Dance Team

What: *NDA Summer Camp*
Where: RHS – Spring Hill Marriot Suites, Roseville, CA
When: August 5-7, 2014
Transportation: RUSD Bus
Lodging: Spring Hill Marriott Suites
Who will attend: Dance Team
Chaperones: Halley Crandell, Emma Getz
Cost: \$325
Contact person: Halley Crandell, Head Coach – hcrandall@rocklin.k12.ca.us

What: *Disneyland Workshop*
Where: Anaheim Convention Center, Anaheim, California
When: Late February – early March 2015
Transportation: Plane and Super Shuttle
Lodging: Hotel TBD
Who will attend: Dance Team members
Chaperones: Halley Cutts, Emma Getz and Alicia Aciscio
Cost: \$200
Contact: Halley Crandell, Head Varsity Coach – hcrandell@rocklin.k12.ca.us

Football

What: *Annual Camping Trip*
Where: Rollins Lake, CA
When: June/July 2014 - TBD
Transportation: Cars
Lodging: Camp sites
Who will attend: Football council members
Chaperones: Jesse Armas, Mike Gimenez and Terance Powell
Cost: \$300
Contact person: Mike Gimenez, Head Coach – mgimenez@rocklin.k12.ca.us

Girls Basketball

What: *Chico Summer Team Camp*
Where: Chico State University, Chico, CA
When: June 13-15, 2014
Transportation: Parent Carpool
Lodging: Chico State Dorms (Whitney Hall)
Who will attend: Players who intend to try-out for varsity next year
Chaperones: Sydney Gatson, Kylee Keroher, Greg Meyer (coaches)
Cost: \$1110 (Camp, Lodging and 2 Breakfast meals) paid - Girl's Basketball account
Contact person: Sydney Gatson, Kylee Keroher and Greg Meyer

What: *Varsity Team Retreat*
Where: Truckee, CA
When: November 14-16, 2014
Transportation: Vans
Lodging: Vacation rental
Who will attend: Varsity players
Chaperones: Sydney Gatson, Kylee Keroher, Greg Meyer (coaches)
Cost: \$950 paid - Girl's Basketball account
(\$500 Lodging - \$300 Transportation - \$150 Food)
Contact person: Sydney Gatson, Kylee Keroher and Greg Meyer

What: *Maria Carrillo Winter Tournament*
Where: Santa Rosa, CA
When: December 4-6, 2014
Transportation: Vans
Lodging: Hotel TBD
Who will attend: Varsity players
Chaperones: Sydney Gatson, Kylee Keroher, Greg Meyer (coaches)
Cost: \$1600 paid - Girl's Basketball account
(\$1000 Lodging - \$300 Transportation - \$300 tourney fees)
Contact person: Sydney Gatson, Kylee Keroher and Greg Meyer

Softball

What: *Softball Tournament*
Where: Lake Tahoe, CA
When: January 2015
Transportation: TBD
Lodging: TBD
Who will attend: Varsity softball
Chaperones: Coaching staff
Cost: \$500
Contact person: Jason Feuerbach, Athletic Director – jfeuerbach@rocklin.k12.ca.us

Track and Field

What: *Pole Vault Summit*
Where: Reno, Nevada
When: January 16-17, 2015
Transportation: Van
Lodging: Hotel TBD
Who will attend: Pole Vaulters (10)
Chaperones: Coaches
Cost: \$300 - Track Team account will pay associated cost
Contact person: Peter Buck, Coach – pbuck@rocklin.k12.ca.us

What: *Stanford Invitational Track Meet*
Where: Stanford (Palo Alto, CA)
When: April 3-4, 2015
Transportation: Van
Lodging: Hotel TBD
Who will attend: Qualifying athletes
Chaperones: Coaches
Cost: \$300
Contact person: Peter Buck, Coach – pbuck@rocklin.k12.ca.us

What: *Track Meet*
Where: Arcadia, CA (Arcadia High School)
When: April 10-11, 2015
Transportation: Rental Vans
Lodging: Hotel Comfort Suites
Who will attend: Qualifying athletes
Chaperones: Coaches and parents
Cost: \$500
Contact person: Peter Buck, Coach – pbuck@rocklin.k12.ca.us

What: *CIF State Meet*
Where: Buchanan High School, Clovis
When: June 6-7, 2015
Transportation: Rental van
Lodging: Extended Stay Hotel
Who will attend: Qualifying athletes
Chaperones: Coaches and parents
Cost: \$500 - Track Team account will pay associated cost
Contact person: Peter Buck, Coach – pbuck@rocklin.k12.ca.us

Volleyball - Girls

What: *Galena High School Tournament*
Where: Galena HS - Reno, CA
When: August 29-30, 2014
Transportation: Meet you there
Lodging: Hotel
Who will attend: Volleyball Team
Chaperones: Coaching staff
Cost: \$100 per player
Contact person: Jason Feuerbach, Athletic Director – jfeuerbach@rocklin.k12.ca.us

Wrestling

What: ***Wrestling State Championships***
Where: Bakersfield, California
When: February /March 2015 - TBD
Transportation: Van
Lodging: Hotel TBD
Who will attend: Wrestling Team
Chaperones: Coaches
Cost: Wrestling account will pay associated cost
Contact person: Dan Parker, Head Coach – dparker@rocklin.k12.ca.us

What: ***CIF Masters Wrestling Tournament***
Where: Stockton Arena, Stockton, California
When: February 2015 - TBD
Transportation: School Van or Parent will provide transportation
Lodging: Hotel TBD
Who will attend: Wrestlers who qualify
Chaperones: Dan Parker, coach and parents as needed
Cost: Paid through fundraising
Contact person: Dan Parker, Head Coach – dparker@rocklin.k12.ca.us

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

SUBJECT: Overnight Field Trips for Rocklin High School Journalism, 2014-2015

DEPARTMENT: Office of the Deputy Superintendent, Educational Services

Background:

Rocklin High journalism has long been active on the national and state level. Students participate in learning sessions, write-off competitions and extended learning activities. Costs are shared by individual students as an optional activity and the program's ASB funds. Chaperone in all cases is Mr. Casey Nichols with the help of Mrs. Sarah Nichols (WHS) and parent chaperones as needed.

Planned possible trips:

- 1) JEA/Washington DC Convention, Nov. 6-9, 2014 Marriott Wardman Park
- 2) Columbia Scholastic Press Association, NYC, March, 2015
- 3) JEA/NSPA April 16-20, 2015, Sheraton, Denver

Status:

Presenter(s):

Casey Nichols

Financial Impact:

Current year: none

Future Year: none

Funding Source: student participation, ASB funds

Material/Films:

None

Other People Who Might Present:

David Bills

Allotment of Time:

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

Packet Information Item:

None

Recommendation:

Staff recommends approval of the overnight field trip as detailed above.

Submitted By: Casey Nichols

Date: June 4, 2014

Approved by Site Administrator: David Bills

Date: June 4, 2014

Approved by D.O. Administrator: Karen Huffines



Date: June 4, 2014

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

Item 9.5
CONSENT
June 11, 2014

SUBJECT: Approve Contract with Frontline Technologies
DEPARTMENT: Office of the Assistant Superintendent – Human Resources

Background:

Our District has been using e-School Solutions since 2007 as our substitute placement system which is server-based with limited phone lines. e-School Solutions has the ability to be cloud-based, reports are limited, and there is a need to dual enter data in Escape and e-Schools in order to keep the e-Schools system current.

Status:

During the 2013-14 school year, the Human Resources office has sought out cloud-based alternatives to increase efficiency, improve accountability by tracking absences historically and in real time, reduce costs, eliminate manual calling, improve reporting process, and improve integration with Escape. The Human Resources Department is presenting a contract with Frontline Technologies which will replace our current vendor e-School for Board review.

Presenter:

Michael S. Garrison, Assistant Superintendent of Human Resources

Financial Impact:

Current year: Not to exceed \$20,000.00 (One-time startup cost plus annual subscription)
Future years: Annual Subscription Fee - \$13,819.00
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:

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

Recommendation:

Staff recommends approval of the contract with Frontline Technologies for Services Related to Aesop Automated Substitute Placement and Absence Management System.



397 Eagleview Blvd. Exton, PA 19341

Aesop Customer Agreement

PRPUS2494532

05/23/2014

P: 610-722-9745 | F: 619-923-0101

Customer:

Rocklin Unified School District
2615 Sierra Meadows Dr Rocklin
CA 95677

Contact: Judith Brush
Title: Administrative Assistant III
Phone: (916) 630-2240
Email: jbrush@rocklin.k12.ca.us

Agreement Details:

Pricing Expiration: 08/21/2014
Account Manager: David Black

Initial Term: 2014-2015 / 2015-2016
Subscription Billing Terms: Annually, based on 10 Months
One-Time Startup Cost Billing Terms: One-Time, Invoiced after signing
Cancellation Terms: 30 Days Written Notice

Pricing Overview:

Year 1: Annual Subscription and One-Time Startup Costs (Estimated Monthly Investment for subscriptions \$1,381.85)	\$19,818.50
Year 2: Annual Subscription Items	\$13,818.50

Itemized Description	Unit Price	Qty	Mths	Total
Aesop Subscription - Employees needing replacement	\$1.15	1,019	10	\$11,718.50
Aesop Subscription - Employees not needing replacement	\$0.45	200	10	\$900.00
Aesop Startup Cost - Implementation	\$5,000.00	1	0	\$5,000.00
Aesop Startup Cost - Implementation	\$1,000.00	1	0	\$1,000.00
Aesop Subscription - Integration(s)	\$1,200.00	1	0	\$1,200.00

Amount Due at Signing (One-Time Setup Cost) \$6,000.00

BY SIGNING BELOW, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES WITH THE ADDITIONAL TERMS ATTACHED HERETO AND INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME. Customer also agrees that the terms and conditions of this Agreement and the Additional Terms are confidential information of Frontline Technologies Group, LLC. ("Frontline") and are not to be shared with any third party without the prior written consent of Frontline.

Customer: Rocklin Unif School District

Frontline Technologies Group, LLC

Name:

Name:

Signature:

Signature:

Title:

Title:

Date:

Date:

ADDITIONAL TERMS:

1. **Subscription.** Customer is purchasing a non-exclusive, non-transferable, non-assignable, terminable subscription ("Subscription") for use of Frontline's employee replacement system ("Aesop®") by Customer and those employees Customer registers on Aesop® as "Designated Employees."
2. **Term.** The Subscription shall begin upon the execution of this Agreement and continue through the Initial Term, set forth on the first page of this Agreement. If neither party has given the other at least thirty (30) days written notice of its intent not to renew prior to the end of the Initial Term or any Renewal Term, the Subscription shall automatically renew for the next year (each, a "Renewal Term").
3. **Payment.**
 1. The Implementation and System(s) Integration Setup fees set forth on the first page of this Agreement will be invoiced to Customer by Frontline upon execution of this Agreement; but if Customer terminates this Agreement before completion of the implementation process, Frontline will refund the Implementation and System(s) Integration Setup fees on a pro-rata basis, based on a six (6) week setup schedule. If for any reason Frontline's personnel travel to Customer's facility, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.
 2. The Estimated Annual Subscription and the Estimated Monthly Investment set forth on the first page of this Agreement are merely illustrative and are based on Customer's usage estimates. At the end of the month that Aesop® is fully functional for Customer, Frontline will render a detailed invoice, showing the number of Customer employees entered into Aesop®, multiplied by the applicable Employees Requiring a Substitute Rate and Employees Not Requiring a Substitute Rate (collectively, the "Employee Rates") as set forth on the first page of this Agreement, to yield the actual monthly investment (the "Actual Monthly Investment"). This will be multiplied by the number of months remaining in Customer's school year, prorating any partial months, to yield the actual annual subscription (the "Actual Annual Subscription"). There will be no charge for summer usage. Should the number of employees on Aesop® change significantly during the school year, Frontline will recalculate the Actual Annual Subscription and render an invoice, or present a refund, for the difference.
 3. The System(s) Integration Subscription set forth on the first page of this Agreement will be invoiced to Customer by Frontline, at the end of the month that the System(s) Integration is fully functional for Customer.
 4. Before the start of the school year, Frontline will calculate the Actual Monthly Investment by multiplying the actual employees entered into Aesop® by the applicable Employee Rates, as amended from time to time, to yield the Actual Monthly Investment. This will be multiplied by the ten (10) month school year to yield the Actual Annual Subscription plus any System(s) Integration Subscription. Should the number of employees on Aesop® change significantly during any school year, Frontline will recalculate the Actual Annual Subscription and render an invoice, or present a refund, for the difference.
 5. Frontline reserves the right to increase any of the fees after the Initial Term, by providing at least thirty (30) days prior written notice of same to Customer.
4. **Aesop® Assistance.** Frontline shall provide Customer with commercially reasonable: (a) assistance in the initial installation and setup of Aesop®, and (b) ongoing telephone assistance regarding the use of Aesop® during the Initial Term and any Renewal Term during normal EST business hours Monday through Friday; but: (i) all telephone assistance rendered by Frontline shall only be to Customer's Aesop® Administrator; and (ii) Frontline shall not be required to provide "help desk" support for any questions or assistance that is not directly related to Aesop®.
5. **Aesop® Operation.** Customer acknowledges and agrees that it must properly enter data and information onto Aesop® in order for Aesop® to operate properly. Customer shall be responsible to verify the accuracy of any of Customer's data entered on Aesop®. Frontline makes no representation or warranty of any kind as to the availability, promptness, or reliability of any substitute employee actually contacted by Aesop®.
6. **Aesop® Administrator.** At all times, Customer must have an employee who has obtained Aesop® administrator certification training from Frontline and who is certified by Frontline as an Aesop® administrator ("Aesop® Administrator"). If the Aesop® Administrator ceases to serve as such, Customer shall promptly and at its expense have a new employee obtain Frontline Aesop® administrator certification and be designated as an Aesop® Administrator.
7. **Vacancies.** Customer may use Aesop® to obtain temporary employee when there is no absent employee (a "Vacancy"). Filling a Vacancy is treated by Aesop® as if it was a regular replacement for an absent employee and is billed at the Employee Rates.
8. **Subscription Restrictions.**
 1. Customer shall not assign, transfer, pledge, sub-license or otherwise encumber or dispose of any of Customer's rights or obligations under this Agreement.
 2. The Subscription does not extend to any individual or entity not a party to this Agreement, any employees of Customer who are not either the Designated Employees or the Aesop® Administrator, or any business, school or operation acquired by Customer by merger, consolidation, purchase, operation of law or otherwise, unless Frontline agrees in writing to the extension or assignment of the Subscription. No right is granted for the use or access of Aesop® by any third party. A transfer of control or ownership of Customer shall be considered a prohibited transfer of Customer's Subscription.
 3. Frontline may assign this Agreement to any third party acquiring all or substantially all of Frontline's assets or stock with 30 days written notice to the District.
 4. Information regarding Customer's employees acquired by Frontline shall be confidential. Aggregated data not relating to individual employees of Customer acquired by Frontline in the course of performing this Agreement will be the sole property of Frontline.
9. **Integration.** In the event Customer purchases setup and/or subscription to Frontline's integration services, Customer understands and agrees: (a) that Frontline is authorized to provide Customer data to a specified third party or permit such third party to have access to Customer's data, as required to accomplish the integration services; and (b) Frontline is not responsible for, does not warrant, support, or make any representations regarding: (i) third-party products or services, (ii) Customer's data in the possession of third parties, including, without limitation, a third party's storage, use or misuse of Customer data, or (iii) Customer's uninterrupted access to a third party's services due to circumstances outside of the control of Frontline.
10. **Limitation of Liability.**
 1. **THE MAXIMUM LIABILITY OF FRONTLINE, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS, OFFICERS AND DIRECTORS, FOR ALL DAMAGES, CLAIMS OR LOSSES WHATSOEVER, INCLUDING THOSE RELATING TO ANY ERROR, FAILURE, MALFUNCTION, OR DEFECT OF Aesop®, ANY BREACH OF THIS AGREEMENT AND ANY NEGLIGENCE OR OTHER MALFEASANCE BY FRONTLINE SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER TO FRONTLINE DURING THE PAST TWELVE (12) MONTH PERIOD.**
 2. Upon termination of this Agreement for any reason, the provisions of this Section shall survive termination and continue in full force and effect.
11. **Termination.**
 1. Customer may terminate this Agreement at any time, for any reason or no reason, on thirty (30) days prior written notice to Frontline. In the event Customer terminates this Agreement pursuant to this Section, Frontline shall be entitled to retain all monies received from Customer pursuant to this Agreement, to be paid for fees due up to the termination; and shall be relieved of further obligations to Customer. Frontline shall promptly return to Customer any data, confidential information, materials, records and other information furnished to Frontline by Customer. Frontline shall return to Customer, on a pro-rata basis, any fees paid in advance by Customer that were not earned as of the date of termination.
 2. Frontline may terminate this Agreement for any breach by Customer with 30 days written notice to the District/Customer.
12. **Public Disclosure.** Customer grants to Frontline the right to publicly disclose the fact that Customer is using Aesop®, for Frontline's advertising and other promotional purposes.
13. **Copyright and Trademarks.** All intellectual property pertaining to Aesop®, including trademarks and copyrights, is and shall remain the sole property of Frontline and its affiliated companies.
14. **Entire Agreement.** This Agreement states the entire understanding reached between the parties hereto with respect to the subject matter contained herein and supersedes all prior or contemporaneous agreements, understandings, representations and warranties between the parties, and may not be amended except by written instrument executed by the parties hereto.
15. **Governing Law.** This Agreement shall be interpreted, governed, and construed under the laws of the State of California and venue shall be proper in the County of Placer.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

Item 9.6
CONSENT
June 11, 2014

SUBJECT: California Family Fitness Annual Corporate Health and Fitness Program Agreement

DEPARTMENT: Office of the Assistant Superintendent – Human Resources

Background:

California Family Fitness locations in the Rocklin and surrounding communities have annually provided RUSD employees and their families with special membership pricing for health and wellness.

Status:

The annual Corporate Health and Fitness Program Agreement has again been made available between California Family Fitness and Rocklin Unified School District (RUSD) to continue providing RUSD employees and their families with special membership pricing for health and wellness.

Presenter:

Michael S. Garrison, Assistant Superintendent of Human Resources

Financial Impact:

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

Materials/Films:

None

Other People Who Might Present:

None

Allotment of Time:

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

Packet Information:

The Corporate Health and Fitness Program Agreement between California Family Fitness and Rocklin Unified School District.

Recommendation:

Staff recommends approval of the annual California Family Fitness Corporate Health and Fitness Program Agreement.

CORPORATE HEALTH AND FITNESS PROGRAM AGREEMENT

This CORPORATE HEALTH and FITNESS PROGRAM AGREEMENT is dated April 28, 2014, between Rocklin Unified School District (the "Employer") and California Family Fitness, LLC (the "Health Club").

Notice Addresses

Health Club Address:
California Family Fitness
8680 Greenback Lane, Suite 108
Orangevale, CA 95662

Employer's Address:
Rocklin Unified School District
2615 Sierra Meadows Drive
Rocklin, CA 95677

Purpose

This agreement provides the terms and conditions and defines the relationship between "Employer" and "Health Club" as related to the Corporate Health and Fitness Program established between the parties. The employer desires to implement a health and fitness program on behalf of its 1500 eligible employees, members and their families. The Health Club is engaged in the business of owning and operating health and fitness clubs and desires to provide employer with discounted fitness memberships and other health and wellness programs on behalf of its employees and their families.

Therefore, in consideration of the recitals and other good and valuable consideration (the receipt and adequacy of which is hereby acknowledged), the parties agree as follows:

Term of This Agreement

The term of this Agreement shall commence as of the date of execution and shall continue for a period of twelve months thereafter.

Renewal Upon Expiration of Initial Term.

Should this agreement expire without renewal, the benefits of the program including providing new employee members with the enrollment and/or dues discount will be discontinued.

Membership Pricing

The following table summarizes the Health Club's membership pricing that is offered to employees and their families during the term of this agreement:

Membership and Dues Category	All-Club Corporate Term All Access Rates
Registration Fee	\$0
Card Fee	\$10.00 per employee
Processing Fee	\$29.99 per employee
Individual Monthly Dues	\$49.99
Couple Monthly Dues	\$69.99
Family of 3-5 Dues	\$99.99
Family of 6-7 Dues	\$119.99

Health Club reserves the right to change prices of any fees or dues for new and existing members on an annual basis. Pricing changes will not occur during the term of this agreement.

Enrollment Procedures

Employees, members and their family members may enroll through the Corporate Health and Fitness Program by:

- Visiting a Health Club location in-person and enrolling through a Health Club membership coordinator
- Enrolling through the Health Club corporate account executive

The employee or member will need to complete and sign the Health Club membership agreement and show proof of employment. Valid proof of employment is any one of the following: Current employee badge or ID, recent (within 30 days) pay stub (with social security and compensation hidden), statement on company letterhead signed by HR confirming current employment, or original business card.

Corporate Health and Fitness Program Implementation and Employee Communication Responsibilities
Employer and Health Club agree to proactively market the program to the employees on an ongoing basis during the term of this agreement. Employer agrees to post both general and specific program information in any standard employee information sources. In addition, Employer agrees to support specific employee communications and events developed by Health Club as agreed to on Attachment A, Employee Communications and Marketing Plan.

Confidentiality/Non-Disclosure

Neither party shall directly or indirectly disclose or use at any time, either during or subsequent to this Agreement, any confidential information of the other party, unless the disclosing party shall receive written consent by other party to so disclose or use such information.

Entire Agreement

This agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter.

Governing Law

This agreement, and the rights and duties of the parties under it, are governed by the laws of the State of California.

Notice

All notices required to be given hereunder shall be in writing and shall be deemed to be delivered if personally delivered or dispatched by certified or registered mail, return receipt requested, postage paid, addressed to last known address of the party receiving such notice. Notice shall be deemed given on the date that it is deposited in the mail in accordance with the foregoing. Any party may change the address to which to send notices by notifying the other party of such change of address in writing in accordance with the foregoing.

Amendment

This agreement may be amended by the mutual agreement of the parties to it, in a writing to be attached to and incorporated in this agreement.

Legal Construction

In the event that any one or more of the provisions contained in this agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions, and the agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE SET FORTH BELOW:

Date: _____

Rocklin Unified School District

California Family Fitness, LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

**ATTACHMENT A
EMPLOYEE COMMUNICATIONS and MARKETING PLAN**

To create awareness and promote employee participation in the Corporate Health and Fitness Program, Employer and Health Club agree to implement and/or conduct employee communications programs during the twelve month term of this agreement as indicated in the table below.

Health Club agrees to develop and provide communications materials and content to Employer for approval and implementation. Alternatively, and at the request of the Employer, Health Club agrees to provide input into Employers development of the content. In this case, Health Clubs approval would be required prior to implementation.

Any communication program in the following table with a box checked in the Frequency column will be implemented on either a continuous basis or as indicated in the Periodic Frequency Details columns:

Communication Program	Frequency	Periodic Frequency Details	
		Quantity in 12 Months	Timeframe
Posters in Common Areas	<input type="checkbox"/> Continuous <input type="checkbox"/> Periodic		
Employer Intranet Site	<input type="checkbox"/> Continuous <input type="checkbox"/> Periodic		
Employee Handbook Section	<input type="checkbox"/> Continuous <input type="checkbox"/> Periodic		
New Hire Employee Materials	<input type="checkbox"/> Continuous <input type="checkbox"/> Periodic		
Include Information in New Hire Orientation Training	<input type="checkbox"/> Continuous <input type="checkbox"/> Periodic		
Benefits Hotline	<input type="checkbox"/> Continuous <input type="checkbox"/> Periodic		
Annual Open Benefits Enrollment Communications	<input type="checkbox"/> Continuous <input type="checkbox"/> Periodic		
E-mail communications Messages	<input type="checkbox"/> Continuous <input type="checkbox"/> Periodic		
Voice Mail Broadcast Announcements	<input type="checkbox"/> Continuous <input type="checkbox"/> Periodic		
Company Magazine and/or Newsletter	<input type="checkbox"/> Continuous <input type="checkbox"/> Periodic		
Paycheck Message (on pay stub)	<input type="checkbox"/> Continuous <input type="checkbox"/> Periodic		
Paycheck Stuffer (in envelope)	<input type="checkbox"/> Continuous <input type="checkbox"/> Periodic		
Direct Mailer (to home address)	<input type="checkbox"/> Continuous <input type="checkbox"/> Periodic		
Flyer / Chair Drop	<input type="checkbox"/> Continuous <input type="checkbox"/> Periodic		
On-Site Event	<input type="checkbox"/> Continuous <input type="checkbox"/> Periodic		
Wellness Workshop	<input type="checkbox"/> Continuous <input type="checkbox"/> Periodic		
Health Fair	<input type="checkbox"/> Continuous <input type="checkbox"/> Periodic		
Other	<input type="checkbox"/> Continuous <input type="checkbox"/> Periodic		

Acknowledged:

Rocklin Unified School District

California Family Fitness

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

Item 9.7
CONSENT
June 11, 2014

SUBJECT: Approve Internship Credential Program Agreement with National University

DEPARTMENT: Office of the Assistant Superintendent – Human Resources

Background:

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

Status:

The agreement between National University and the District is specifically designed to meet the regulations and standards of the CTC for students enrolled in the Teacher Credential Program and will give the District the opportunity to help develop student teachers and to assess their classroom effectiveness and teaching skills through their master teacher.

Presenter:

Michael S. Garrison, Assistant Superintendent of Human Resources

Financial Impact:

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

Materials/Films:

None

Other People Who Might Present:

None

Allotment of Time:

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

Packet Information:

National University Memorandum of Understanding (Internship Credential Program Agreement)

Recommendation:

Staff recommends approval of the Memorandum of Understanding with National University.



INTERNSHIP CREDENTIAL PROGRAM AGREEMENT

This Internship Credential Program Agreement (“**Agreement**”) is entered into effective May 19, 2014 (“**Effective Date**”) by and between Rocklin Unified School District, a legal association of school districts who have partnered for the purpose of providing contractual services for students, or state-supported K-12 educational service unit, which is located in the State of California, County of Placer (individually or collectively, “**District**”), and National University (“**University**”), a California nonprofit, private university.

RECITALS

- A. **University** is accredited by the Commission for Senior Colleges and Universities of the Western Association of Schools and Colleges (WASC). **University** has met all of the preconditions prescribed by the California Commission on Teacher Credentialing (CTC) to offer the following internship credential programs (“**Programs**”): Teacher Education Internship Credential, Special Education Internship Credential, Preliminary Administrative Services Internship Credential, and Pupil Personnel Services Internship Credential – School Counseling, Pupil Personnel Services Internship Credential – School Psychology;
- B. California Education Code Sections 44452 and 44321 authorize a public school district or county office of education in cooperation with an approved college or university to establish an internship program meeting the provisions of applicable California statutes and CTC regulations. **District** is a public school district (or state-supported K-12 educational service unit) or county office of education and **University** is an approved university within the meaning of Ed Code Section 44452; and
- C. **District** and **University** wish to partner to deliver services in support of the Programs that meet the regulations and standards of CTC. Attached as Exhibit “A” to this Agreement and incorporated herein by this reference is a list of the Programs that **District** and **University** will be supporting through this partnership.

Based on these recitals, **District** and **University** agree as follows:

1. **Term.** The term of this Agreement shall commence as of the Effective Date above and shall continue until such time as either party gives 30 days notice of its intent to terminate this Agreement. All Interns placed with **District** and who are in good standing with **District** and **University** as of the date of termination of this Agreement shall be permitted to complete their internship experience with **District**.
2. **Placement of Interns.** **University** students, certified as qualified and competent by **University** to provide intern services to **District**, may, at **District**’s discretion, be accepted and assigned to its schools for services as interns (“**Interns**”). **University** and **District** shall coordinate the process of selection and placement of Interns. **University** reserves the right to make the final determination on any Intern’s acceptance into the Program, while **District** reserves the right to make the final determination on any Intern’s employment. Neither **University** nor **District** shall discriminate in the selection or acceptance of, or participation by, any Intern pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran’s status, medical condition, marital status, or citizenship, within the limits imposed by law.
3. **Program Requirements.** Each Intern accepted into the Program must have met all of the following qualifying minimum criteria:
 - a. Recommendation to a Program by a **District** designee.
 - b. Interview and screening by **District** staff, including a background check, district administrator interview and paper screening, Department of Justice fingerprint clearance, and a baccalaureate degree from an accredited institution.
 - c. Interview and screening by **University** staff, including a personal interview, written self-evaluation regarding teaching and learning, and verification of coursework and prior experience with K-12 students in a multicultural, multilingual setting.
 - d. Interview with a **University** Support Provider/Supervisor and a lead faculty member for the Program.
 - e. Passage of the CBEST exam or proof of basic skills assessment and verification of subject matter competence by completion of an approved program or passage of the CSET.
 - f. All service preconditions required by the CCTC shall have been met.

4. **Intern Employment Status.** Interns shall be District employees for all purposes, including for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments or benefits for or on behalf of Interns.
5. **Reservation of Right to Payment.** Pursuant to Education Code Section 44462, District reserves the right to request an adjustment of any Intern's salary to cover supervision services pursuant to this Agreement.
6. **Non-Displacement of Certificated Employees.** Pursuant to CTC requirements, upon request District shall provide written certification to University that each Intern placed with District has not displaced a certificated District employee, which shall enable University to verify to CTC that all statutory and CTC requirements have been met.
7. **Intern Advisory Committee.** District and University will collaborate to develop an Intern Advisory Committee comprised of community members, institutional administrators, teachers, faculty members, and at least one Intern representative, which will serve to provide guidance and support for the Programs.
8. **Teacher and Special Education Intern Support.**
 - a. To support Education Credential Interns, District and University will each provide a qualified supervisor to assist each Intern in a Program. District supervisors are called "Site Support Providers". University supervisors are called "University Support Providers". District Site Support Providers will mentor, coach and consult with interns on all areas of responsibility as a teacher of record by visiting the classroom to conduct real time observations with pre- and post-debriefing protocols to provide weekly course planning, modeling and coaching with attention to differentiated instruction for English Learners; assessment of language needs and progress; and support for language accessible instruction. University Support Providers will provide guidance and mentorship in weekly planning for all students including, but not limited to English Language Learners via virtual communication, in-classroom coaching and mentoring as deemed appropriate.
 - b. District Site Support Providers will hold a valid Clear or Life Credential, three years of successful teaching experience, and a valid English Learner Authorization or CLAD Certificate issued pursuant to section 80015 or valid bilingual authorization issued pursuant to section 80015.1. University Support Providers will have current knowledge in their subject-matter area; ability to model best practices in teaching, scholarship and service; working knowledge about diversity (abilities, culture, language, ethnic, gender); and understanding of academic standards, frameworks and accountability for public schools. District and University shall independently determine the qualifications of their respective supervisors.
 - c. District's Site Support Provider and University's Support Provider will together meet periodically with Interns to ensure Interns are following the California standards for the specific credential each Intern is seeking to obtain.
 - d. District's Site Support Provider/Site Supervisors and University's Support Providers will meet without the Intern to discuss the Intern's progress, as needed.
 - e. Concurrent with an Intern's experience at District, University will hold Program orientation seminars for Interns and training seminars for District Site Support Providers/Supervisors. During the Site Support Providers'/Site Supervisors' training, University representatives will review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to Site Support Providers.
 - f. District will include Interns in appropriate District support programs and regularly scheduled staff development activities.
 - g. District will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance to Interns at District.
 - h. University Support Providers will visit Interns at their sites on a regularly scheduled basis to monitor each Intern's progress. District Site Support Providers will provide supervision and ongoing support for a minimum of 72 hours. Interns without an English Language Authorization must receive focused English Language instruction support. University Support Providers will provide supervision and ongoing support for a minimum of 72 hours. Interns without an English Language Authorization must receive a minimum of 45 hours of focused English Language instruction support. University Support Providers will monitor the completion of employer-provided support via a Intern Support Verification Form to verify the clockwork hours provided by Site Support Providers and/or employer support personnel. Forms must be turned in as part of the intern's clinical practice course assignments.
9. **Counseling, Psychology and Administrative Services Intern Support**
 - a. To support Services Credential Interns, District and University will each provide a qualified supervisor to assist each Intern in a Pupil Personnel Services School Counseling, Pupil Personnel Services School Psychology, and Administrative Services Programs. District supervisors are called "Site Support Providers/Site Supervisors". University supervisors are called "Support Providers/University Supervisors".
 - b. District and University shall independently determine the qualifications of their respective supervisors.
 - c. District's Site Support Provider/Site Supervisors and University's Support Provider/University Supervisors will together meet periodically with Interns to ensure Interns are following the California standards for the services credential each intern is seeking to obtain.
 - d. District's Site Support Provider/Site Supervisors and University's Support Providers/University Supervisors will meet without the Intern to discuss the Intern's progress, as needed.
 - e. Concurrent with an Intern's experience at District, University will hold Program orientation seminars for Interns and training seminars for District Site Support Providers/Supervisors. During the Site Support Providers'/Site Supervisors' training, University representatives will review supervising techniques, establish procedures for conducting observations and providing

assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to Site Support Providers.

- f. District will include Interns in appropriate District support programs and regularly scheduled staff development activities.
 - g. District will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance to Interns at District.
 - h. University Support Providers will visit Interns at their sites on a regularly scheduled basis to monitor each Intern's progress.
10. **Academic Responsibility.** University shall have exclusive control over all academic issues involving the Programs, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Interns; evaluation of Interns' prior experience and education; evaluation of Interns' academic progress; scheduling courses; awarding academic credit; and conferring degrees.
 11. **Duration of Internship.** Once a student has been accepted as an Intern by District, and if the student remains in good standing in the Program at University and within the District's policies and performance standards, the Intern will be permitted to finish his/her internship at District. However, an Intern who performs below acceptable District or University standards, after appropriate support and advice efforts have been exhausted, may be removed from the paid internship position by the District and/or removed from his/her Program by the University. All services provided by University and District pursuant to this Agreement shall terminate upon an Intern's removal from the District or termination of participation in a Program.
 12. **Assessment.** Assessment is a function of the Teacher Education Internship Seminar course (for the Teacher Education Internship Credential), Specialist Education Clinical Practice Seminar courses (for the Special Education Internship Credential), Intern Field Experience course (for the Preliminary Administrative Services Internship Credential) and Best Practices Internship Seminar for School Counseling and School Psychology (for the Pupil Personnel Services Internship Credential). Students in those classes will pre-assess their teaching or administrative skills, develop a plan for growth, and assess their growth at the close of the course. This pre-assessment, development and post-assessment will occur in collaboration with the District Site Support Provider/Site Supervisor and the University Support Provider/University Supervisor.
 13. **Indemnity.** The District shall defend, indemnify and hold the University, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, employees, or agents.

The University shall defend, indemnify and hold the District, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees, or agents.
 14. **Relationship of Parties.** Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership or agency relationship between the parties.
 15. **Publicity.** Neither University nor District shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.
 16. **Records.** It is understood and agreed that all employment records shall remain the property of District, and all student records, including Intern assessments, will remain the property of University.
 17. **Entire Agreement and Severability.** If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. This Agreement contains the entire agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.
 18. **Assignment.** Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
 19. **Notices.** All notices or other communications given under this Agreement will be in writing and sent to the addressee listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered personally or by overnight mail, or effective three days after mailing if by certified mail, return receipt requested.
 20. **Representations.** Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue after the Agreement terminates.
 21. **General Provisions.** The Agreement: (a) will be binding and enforceable by the parties and their respective successors or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures; (c) will be governed by California law; and (d) has been executed at San Diego, California.

This Agreement is executed by and between:

University: National University

District: Rocklin Unified School District

Contact: Jason Garchie
Credentials Contract Coordinator
11255 North Torrey Pines Road
La Jolla, CA 92037-1011
Telephone (858) 642-8300
Facsimile (858) 642-8717
credcontracts@nu.edu

By: _____

Name: _____

Title: _____

Address: _____

By: _____

Randy C. Frisch, Esq.
Vice Chancellor, Business and Administration

Telephone: _____

Dated: _____

Dated: _____

TEACHER BARGAINING UNIT:

By: _____

Dated: _____

Name:
Title:
(Representative of Teacher Bargaining Unit)

EXHIBIT A

Internship Programs

District and University wish to partner to support the following Programs:

Teacher Education Internship Credential

Special Education Internship Credential

Preliminary Administrative Services Internship Credential

Pupil Personnel Services Internship Credential – School of Counseling

Pupil Personnel Services Internship Credential – School of Psychology

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

Item 9.8
ACTION
June 11, 2014

SUBJECT: Approve Memorandum of Understanding with Placer County Office of Education Leadership Institute

DEPARTMENT: Office of the Assistant Superintendent – Human Resources

Background:

Placer County Office of Education (PCOE) Leadership Institute will provide a comprehensive Preliminary Administrative Services Credential Program for the education community in the Placer County region.

Status:

The Memorandum of Understanding between Placer County Office of Education (PCOE) Leadership Institute and the District will work together to address the growing leadership needs by providing a high quality program for recommended participants for their Preliminary Administrative Services Credential to the California Commission on Teacher Credentialing (CTC) upon successful completion of the program.

Presenter:

Michael S. Garrison, Assistant Superintendent of Human Resources

Financial Impact:

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

Materials/Films:

None

Other People Who Might Present:

None

Allotment of Time:

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

Packet Information:

Placer County Office of Education Leadership Institute Memorandum of Understanding.

Recommendation:

Staff recommends approval of the Memorandum of Understanding with Placer County Office of Education Leadership Institute.



Leadership Institute

MEMORANDUM OF UNDERSTANDING

Leadership Institute

August 1, 2014 – June 30, 2015

This Memorandum of Understanding (MOU) is between the **Placer County Office of Education's (PCOE) Leadership Institute** and the **Rocklin Unified School District**. The Placer County Office of Education will serve as the provider for a comprehensive, Preliminary Administrative Services Credential Program for the education community in the Placer County Region. The **Rocklin Unified School District** will partner with the PCOE Leadership Institute with the purpose of working closely together to shape the work of the program in an effort to meet district needs, as well as support participants at all levels. Together, the Leadership Institute and the **Rocklin Unified School District** will address the growing leadership needs of the region.

This memorandum is intended to define the roles and responsibilities of the Leadership Institute and the **Rocklin Unified School District** in regards to supporting the program for aspiring administrators. Once signed by both parties, this MOU is in effect.

The PCOE Leadership Institute agrees to:

- Provide a high-quality, connected program that will recommend participants for their Preliminary Administrative Services Credential to the California Commission on Teacher Credentialing (CTC) upon successful completion of the program.
- Notify Superintendent or designee of successful completion of participants in Preliminary Administrative Services Credential Program.

Rocklin Unified School District agrees to:

- Assign a district coach to each candidate to guide him/her around his or her field project.
- Provide district staff members to serve on a review panel at a year-end symposium involving fieldwork presentations.

- Apply the total 231 hours of program credit (15 hours = 1 unit/ 231 hours = 15.4 units) towards a candidate's current certificated salary schedule upon successful completion of program.

Other conditions PCOE Leadership Institute and Rocklin Unified School District agree to:

Indemnity: The PCOE Leadership Institute, defend, and hold harmless the Rocklin Unified School District, its officers, agents, and employees from and against any and all loss, cost, damage, expense (including attorney fees), claim, suit, demand, or liability of any kind or character to any persons or property arising from or relating to any negligence of the PCOE Leadership Institute, its officers, agents, or employees.

Rocklin Unified School District shall indemnify, defend, and hold harmless the PCOE Leadership Institute, its officers, agents, and employees from and against any and all loss, cost, damage, expense (including attorney fees), claim, suit, demand, or liability of any kind or character to any persons or property arising from or relating to any negligence of its district, its officers, agents, or employees.

The undersigned represent all collaborative partners of the Leadership Institute and commit to insuring the successful implementation, monitoring, and assistance needed for completion of the program.

<p>For the PCOE Leadership Institute: Renee Regacho-Anaclerio Associate Superintendent, Placer County Office of Education</p>	<p>For the Rocklin Unified School District Roger Stock Superintendent</p>
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Signature and Date

Signature and Date

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

Item 9.9
ACTION
June 11, 2014

SUBJECT: Approve Revised Educational Services Clerk Job Description
DEPARTMENT: Office of the Assistant Superintendent – Human Resources

Background:

In preparation of hiring our new Coordinator of Family/Community Engagement and Strategic Planning, thorough review of our current Educational Services Clerk job description was conducted. As a result, we have revised the job description to include tasks/duties pertinent to this new department in Educational Services. This revision does not result in any change to the salary schedule.

Status:

The revision of the Educational Services Clerk job description is complete and being presented to the Board for review.

Presenter:

Michael S. Garrison, Assistant Superintendent of Human Resources

Financial Impact:

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

Materials/Films:

None

Other People Who Might Present:

None

Allotment of Time:

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

Packet Information:

A copy of the proposed Educational Services Clerk job description and previous description with track changes are attached.

Recommendation:

Staff is recommending the Board approve the proposed draft of the revised Educational Services Clerk job description.

Rocklin Unified School District

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



Job Description

DRAFT

POSITION TITLE: Educational Services Clerk

SALARY PLACEMENT: Confidential Employee Salary Schedule

SUMMARY:

Under the direction of management personnel, provides a variety of responsible clerical support including typing, filing, telephoning, record-keeping, and planning for special events and meetings. Employees in this classification receive general supervision within a framework of standard policies and procedures. Performance of these responsibilities requires accuracy, attention to detail, discretion, good communication skills, and sound judgment.

SUPERVISOR:

This position reports directly to the Coordinator of Family/Community Engagement and Strategic Planning.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

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

1. Answers telephone calls, receives and relays messages, handles requests for information and assistance
2. Attends to clerical detail utilizing initiative, problem solving techniques, good judgment, and confidentiality
3. Schedules appointments; types a variety of materials, such as letters, interoffice communications, spreadsheets, requisitions, and forms; prepares materials and reports as needed
4. Maintains strict confidentiality on all job-related matters
5. Copies, collates, and distributes faxes and materials as needed for the department
6. Plans and organizes materials needed for special events and meetings
7. Assists with maintaining and updating files and records including computer data files
8. Accesses district databases to prepare reports
9. Assists in ordering and organizing all low incidence materials, and maintains inventory; process purchase orders as needed
10. Performs other related duties as assigned

Knowledge of:

- Proper office methods and practices, including filing systems, business correspondence, receptionist techniques, and telephone technique
- Operation of a computer and assigned software including email, word processing, and spreadsheets

- Proper English usage, grammar, spelling, vocabulary, and punctuation
- Relevant State and Federal laws, regulations and procedures

Ability to:

- Ability to carry out oral and written directions, make routine decisions
- Operate standard office equipment including a computer, printer, typewriter and calculator
- Effectively utilize computer and computer technology for information management and data gathering
- Use computerized resource management information systems
- Type accurately at a rate of 40 words per minute (55 preferred) from clear copy
- Maintain the confidentiality and security of sensitive information and files
- Apply good judgment in recognizing the scope of authority as delegated
- Communicate effectively in both oral and written forms
- Plan, organize, and prioritize assigned workload to meet established timelines
- Establish and maintain effective work relationships with those contacted in the performance of required duties
- Ability to be flexible and receptive to change

EDUCATION:

High School Diploma

EXPERIENCE:

Two years of experience in office support preferably in a school district or county office of education.

CERTIFICATES, LICENSE, REGISTRATIONS:

Valid California Driver's License

PHYSICAL REQUIREMENTS:

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

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

Medical Category I:

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

WORK ENVIRONMENT:

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

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

Adopted Date: September 9, 2005
Revision Date: May 27, 2014
Adopted Date: June 11, 2014

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

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

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

Rocklin Unified School District**JOB TITLE:** Educational Services Clerk**DESCRIPTION OF BASIC FUNCTIONS AND RESPONSIBILITIES:**

Under the direction of management personnel, To provides a variety of responsible clerical support including typing, filing, telephoning, record-keeping, and planning for special events and meetings. Employees in this classification receive general supervision within a framework of standard policies and procedures. Performance of these responsibilities requires accuracy, attention to detail, discretion, good communication skills, and sound judgment.

SUPERVISOR: ~~Director of Elementary Programs~~

This position reports directly to the Coordinator of Family/Community Engagement and Strategic Planning

TYPICAL DUTIES:

- ~~Performs a variety of clerical support functions for Educational Services Department~~ Answers telephone calls, receives and relays messages, handles requests for information and assistance
- Attends to clerical detail utilizing initiative, problem solving techniques, good judgment, and confidentiality
- Schedules appointments. Types a variety of materials, such as letters, interoffice communications, spreadsheets, requisitions, and forms; prepares materials and reports as needed.
- ~~Processes purchase orders.~~ Maintains strict confidentiality on all job-related matters
- ~~Orders forms and supplies for the department as needed.~~
- Copies, collates, and distributes faxes and materials as needed for the department.
- ~~Maintains database with information and data regarding special education, curriculum, and special programs.~~
- Plans and organizes materials needed for special events and meetings.
- Assists with maintaining and updating ~~educational services~~ files and records including computer data files.
- ~~Assist Special Ed Department by inputting student information into SELPA County Database.~~
- Accesses district databases to prepare reports.
- Assists in ordering and organizing all low incidence materials, and maintains inventory; process purchase orders as needed.
- Performs other related duties as required.
- ~~Prepares District Office documents for scanning into the computer data storage system~~

- ~~Scans District Office documents into the computer data storage system as needed.~~
- ~~Maintains the record keeping procedures for computer data storage system~~
- ~~Maintains the computerized filing system on the computer data storage system~~
- ~~Coordinates with technical support services for the computer data storage system as needed~~

EMPLOYMENT STANDARDS:

Knowledge of:

Proper office methods and practices, including filing systems, business correspondence, receptionist techniques, and telephone technique

Operation of a computer and assigned software including email, word processing, and spreadsheets

Proper English usage, grammar, spelling, vocabulary, and punctuation

Relevant State and Federal laws, regulations and procedures

Ability to:

Ability to carry out oral and written directions, make routine decisions

Operate standard office equipment including a computer, printer, typewriter and calculator

Effectively utilize computer and computer technology for information management and data gathering

Use computerized resource management information systems

Type accurately at a rate of 50-40 words a minute (55 preferred) from clear copy

Maintain the confidentiality and security of sensitive information and files

Apply good judgment in recognizing the scope of authority as delegated

Communicate effectively in both oral and written forms

Plan, organize, and prioritize assigned workload ~~and~~ to meet established timelines

Establish and maintain effective work relationships with those contacted in the performance of required duties

Ability to be flexible and receptive to change

EDUCATION:

High school diploma.

EXPERIENCE:

Two years of experience in office support preferably in a school district or county office of education. ~~Special Education experience preferred.~~

SPECIAL LICENSE:

Valid California Driver's License

REQUIRED TEST:

Must pass appropriate clerical skills test for this position with a grade of 80 percent or better.

DESCRIPTION OF PHYSICAL REQUIREMENTS:

Medical Category I:

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

Adopted Date: September 9, 2005

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

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

**The Rocklin Unified School District
Maintains a tobacco-free, drug-free environment**

ROCKLIN UNIFIED SCHOOL DISTRICT
BOARD AGENDA BRIEFING

SUBJECT: Approve Revised Rocklin Administrators Professional Association (RAPA) Salary Schedule

DEPARTMENT: Office of the Assistant Superintendent – Human Resources

Background:

The position of Coordinator of Family/Community Engagement and Strategic Planning was approved at the May 21, 2014 Board meeting. After additional review of the RAPA Salary Schedule, it was discovered that the position, which does not require an Administrative Credential, needed to be added to the Classified Management portion of the salary schedule.

Status:

The revised Rocklin Administrators Professional Association (RAPA) Salary Schedule reflects the addition of the position of Coordinator of Family/Community Engagement and Strategic Planning and is effective July 1, 2014.

Presenter:

Michael Garrison, Assistant Superintendent of Human Resources

Financial Impact:

Current year:

Future years:

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:

Revised Rocklin Administrators Professional Association (RAPA) Salary Schedule is attached.

Recommendation:

Staff recommends that the Board of Trustees approve the revised Rocklin Administrators Professional Association (RAPA) Salary Schedule effective July 1, 2014.

ROCKLIN UNIFIED SCHOOL DISTRICT

DRAFT

Administrative Salary Schedule
Rocklin Administrators Professional Association

Appendix C

CERTIFICATED ADMINISTRATORS							
POSITION	DAYS	STEPS					
		A	B	C	D	E	F
Director, Secondary Programs and School Leadership	223	\$114,249	\$119,965	\$125,963	\$129,112	\$132,341	\$135,650
Director, Elementary Programs and School Leadership	223	\$114,249	\$119,965	\$125,963	\$129,112	\$132,341	\$135,650
Principal, High School	220	\$109,855	\$115,351	\$121,118	\$124,146	\$127,251	\$130,433
Director of Special Education and Support Programs	223	\$102,558	\$107,686	\$113,071	\$115,897	\$118,793	\$121,762
Principal, Middle School	214	\$99,167	\$104,123	\$109,327	\$111,752	\$114,863	\$117,733
Principal, Alternative Ed	214	\$97,322	\$102,196	\$107,306	\$109,989	\$112,738	\$115,558
Principal, Elementary School	214	\$97,322	\$102,196	\$107,306	\$109,989	\$112,738	\$115,558
Assistant Principal, High School	215	\$95,685	\$100,465	\$105,488	\$108,126	\$110,828	\$113,599
Assistant Principal, Middle School	205	\$87,518	\$91,894	\$96,489	\$98,902	\$101,373	\$103,908
Assistant Principal, Elementary School	205	\$84,115	\$88,318	\$92,735	\$95,053	\$97,429	\$99,866
Coordinator	205	\$84,115	\$88,318	\$92,735	\$95,053	\$97,429	\$99,866
Program Specialist II	205	\$77,960	\$81,858	\$85,954	\$88,102	\$90,304	\$92,562
Program Specialist I	195	\$68,773	\$72,212	\$75,823	\$77,718	\$79,661	\$81,654
Health Services Supervisor	192	\$67,011	\$70,361	\$73,881	\$75,729	\$77,620	\$79,561
CLASSIFIED MANAGERS							
POSITION	DAYS	STEPS					
		A	B	C	D	E	F
Senior Director of Facilities and Operations	226	\$98,702	\$103,641	\$108,825	\$111,542	\$114,330	\$117,190
Director of Fiscal and Purchasing Services	226	\$92,994	\$97,488	\$102,207	\$104,761	\$107,381	\$110,065
Chief Technology Officer	226	\$94,743	\$99,480	\$104,454	\$107,066	\$109,743	\$112,486
Systems Engineer	226	\$89,890	\$94,385	\$99,104	\$101,580	\$104,120	\$106,724
Coordinator of Family/Community Engagement and Strategic Planning	205	\$84,115	\$88,318	\$92,735	\$95,053	\$97,429	\$99,866
Energy Education Specialist	226	\$77,773	\$81,663	\$85,746	\$87,375	\$90,086	\$92,340
Director of Transportation	226	\$76,200	\$79,520	\$83,496	\$85,583	\$87,723	\$89,916
Director of Food Services	226	\$76,200	\$79,520	\$83,496	\$85,583	\$87,723	\$89,916
Assistant Director of Facilities and Maintenance	226	\$73,190	\$76,380	\$80,199	\$82,203	\$84,259	\$86,366
Accounting Manager	226	\$66,659	\$69,992	\$73,492	\$75,330	\$77,214	\$79,143

\$934 - Stipend for MA or MS or \$1,363 for Ph.D/Ed.D.

Adopted: 10/15/2008 (3.90% & .68%)
 Effective: 7/01/2008 (3.90%)
 Effective: 1/01/2009 (.68%)
 Revised 01/21/2009; Eff. 1/01/2009 (rescind .68%)
 Revised 5/05/2010 For 2010-2011 thru 2011-2012
 Effective: 7/01/2010 - 4 furlough and 2% salary reduction- Furlough and salary reduction applies to matrix only
 Revised 5/19/2010; Effective 7/01/2010 - position language
 Revised 6/16/2010; Effective 7/01/2010 - position language
 Revised 3/10/2011; Effective 3/10/2011- Add Energy Ed Specialist
 Adopted: 3/16/2011
 Revised: 7/22/2011 - rescind 2 furlough & 1% salary reduction
 Adopted: 8/23/2011
 Revised: 9/12/2011- rescind remaining 2 furlough & 1% salary reduction
 Adopted: 9/21/2011
 Revised: 2/8/2012
 Adopted: 2/15/2012

Revised: 3/6/2012
 Adopted: 3/7/2012
 Revised: 3/15/2012
 Adopted: 3/21/2012
 Revised: 5/3/2012
 Adopted: 5/16/2012
 Revised: 3/20/14 relects 4% increase for 2013-14; 4% increase effective 7/1/14
 Adopted: 4/2/2014
 Revised: 5/15/14 - Director of Elementary Programs eliminated; add Directors of Elementary/Secondary Programs & School Leadership
 Adopted: 5/21/2014
 Revised: 5/23/2014 - Add Coordinator of Family/Community Engagement & Strategic Planning
 Adopted: 6/11/2014

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

Item 9.11
CONSENT
June 11, 2014

SUBJECT: Approve Consolidated Application for the 2014-15 School Year
DEPARTMENT: Office of the Director of Elementary Programs and School Leadership

Background:

The Consolidated Application and Reporting System (CARS) is a data collection system to apply for Categorical Program Funding and to report on the use of those funds. On an annual basis, the Consolidated Application and Reporting System (now referred to as CARS) is required to be updated and submitted to the Board for approval. CARs consists of two parts, Part 1 or the Spring Release, and Part 2 or the Winter Release.

Status:

Staff recommends approval of the Con App, Part 1 (now referred to as the CARS Spring Release) is completed and is ready for submission to the CDE after Board approval for the 2014-2015 school year. Per CDE, it is no longer necessary to approve Parts 1 and 2 separately (now referred as Spring and Winter Releases) Therefore, the Winter Releases will be completed and submitted to CDE in the future and will serve as confirmation of previously submitted information in Part 1 Spring Release.

Presenter(s):

Karen Huffines

Financial Impact: N/A

Current year:

Future Year:

Funding Source:

Material/Films:

None

Other People Who Might Present:

Jordan White, Coordinator of State and Federal Programs

Allotment of Time:

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

Packet Information Item:

The Con App Part I Phase I Spring Release report is available for review by contacting the District Office (916.630.2230); a public copy will also be available for review at the Board of Trustees meeting.

Recommendation:

Administration recommends approval of the Consolidated Application Part 1 Spring Release for the 2014-2015 school year.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

Item 9.12
CONSENT
June 11, 2014

SUBJECT: Approve Single Plans for Student Achievement (SPSA) for the 2014-15 School Year

DEPARTMENT: Office of the Director of Elementary Programs and School Leadership

Background:

Academic achievement of students is the top priority of the education system in California. California Education Code sections 41507, 41572, and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the Consolidated Application and ESEA Program Improvement into the Single Plan for Student Achievement.

California *Education Code (EC)* Section 64001 requires that an SSC develop the SPSA. The SSC's responsibilities include approving the plan, recommending it to the local governing board for approval, monitoring its implementation, and annually evaluating the effectiveness of the planned activities at least annually.

Status:

Staff recommends approval of the District-wide SPSAs which has been updated for the 2014-15 school year. On an annual basis, each school's Site Council is required to submit the Single Plan for Student Achievement (SPSA) to the Board for approval (previously referred to as "School Site Plan").

Presenter:

Karen Huffines

Financial Impact: N/A

Current year:

Future year:

Funding source:

Material/Films:

None

Other People Who Might Be Present:

Jordan White, Coordinator of State and Federal Programs

Allotment of Time:

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

Packet Information:

Complete copies of the SPSAs are available for review by contacting the District Office at (916) 630-2230; a public copy will also be available for review at the Board of Trustees meeting.

Recommendation:

Administration recommends approval of the Single Plans for Student Achievement (SPSA) for the 2014-2015 school year.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

Item 9.13
CONSENT
June 11, 2014

SUBJECT: Approve Updated "Local Education Agency Plan" (LEAP Plan) for the 2014-15 School Year

DEPARTMENT: Office of the Director of Elementary Programs and School Leadership

Background:

Local Education Agency Plan" (LEAP Plan) is required by all local educational agencies (LEAs) in California that receive funds under the No Child Left Behind (NCLB) Act of 2001. The original LEA Plan template was designed as a five-year plan, which was the expected duration of the current authorization of the Elementary and Secondary Education Act of 1965, known as the No Child Left Behind (NCLB) Act of 2001. Although Congress is holding hearings on reauthorization, it is impossible to predict when this will actually happen. Until the law is officially reauthorized and any new requirements for a local plan are made evident, LEAs will not be required to submit a new LEA Plan to the State Board of Education for approval. However, LEAs have been advised since July of 2003 that it is necessary to annually review and update the LEA Plan. Once the CDE re-issues a new plan template after the re-authorization of NCLB/ESEA we will rewrite and submit the updated LEAP Plan to California Department of Education after local board approval.

Status:

Staff recommends approval of the LEAP Plan which has been updated for the 2014-15 school year. The plan has been updated with the addition of Antelope Creek, Cobblestone and Parker Whitney as a Program Improvement (PI) year 1 schools for the 2013-14 school year. Rocklin Elementary and Victory High School has been added as Program Improvement (PI) year 2 schools for the 2013-14 school year. The Federal categorical proposed budgets for 2014-15 have also been updated and are included as an attachment for the new Title III requirement for funding.

Presenter(s):

Karen Huffines

Financial Impact: N/A

Current year:

Future year:

Funding source:

Material/Films:

None

Other People Who Might Present:

Jordan White, Coordinator of State and Federal Programs

Allotment of Time:

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

Packet Information:

A copy of the District LEAP Plan is available for review (contact the District Office 916.624.2428); a public copy will also be available for review at the Board of Trustees meeting.

Recommendation:

Administration recommends approval of the LEAP Plan for the 2014-15 school year.

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

Item 9.14
CONSENT
June 11, 2014

SUBJECT: Approve the Education Protection Account (EPA) Spending Plan for the District's General Fund and Rocklin Independent Charter Academy (RICA)

DEPARTMENT: Office of the Associate Superintendent, Business

Background: Proposition 30 provides that all K-14 local agencies have the sole authority to determine how the funds received from the EPA are spent, but with these provisions:

- The spending plan must be approved by the governing board during a public meeting
- EPA funds cannot be used for the salaries or benefits of administrators or any other administrative costs (as determined through the account code structure)
- Each year, the local agency must publish on its website an accounting of how much money was received from the EPA and how the funds were expended

In addition, there will now be a requirement for the annual financial audit to include verification that the EPA funds were used as specified by Proposition 30, and the additional cost of the audit would be an allowable expense from the EPA. If EPA funds are not expended in accordance with the requirements of Proposition 30, civil or criminal penalties could be incurred.

Status: The District's spending plan is as follows: \$10,342,726 and \$106,356 (the estimated amount of EPA funds to be received for 2014-15 fiscal year) of salary and benefit expenditures for teachers in fund 01 (General Fund) and 09 (RICA), respectively, will be transferred from resource 0000 (unrestricted) to resource 1400 (Education Protection Account). No administrative costs will be charged to the EPA resource; only instructional expenditures will be transferred.

Presenter: Barbara Patterson

Financial Impact:

Current year: -0-
Future years: -0-
Funding source: Reduction of State funding of the local control funding formula and increase in funding from the EPA

Allotment of Time:

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

Packet Information:

The EPA spending plan is enclosed.

Recommendation:

Approve the EPA spending plan for 2014-15 for the District's General Fund and RICA.

**Rocklin Unified School District
EPA Spending Plan
Fiscal Year Ended June 30, 2015**

Fund 01

Projected EPA Revenues	\$ 10,342,726
Teacher Salaries and Benefits	10,342,726
Difference	<u>\$ -</u>

Fund 09

Projected EPA Revenues	\$ 106,356
Teacher Salaries and Benefits	106,356
Difference	<u>\$ -</u>

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

Item 9.15
CONSENT
June 11, 2014

SUBJECT: Approve Contract with Economic & Planning Systems (EPS) for Services Related to Providing CFD Administration Tasks

DEPARTMENT: Associate Superintendent of Business

Background:

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

Status:

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

Presenter:

Barbara Patterson

Financial Impact:

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

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

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

Packet Information:

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

Recommendation:

Administration recommends approval of the contract with Economic Planning Systems.

May 7, 2014

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

Subject: Rocklin Unified School District Community Facilities District
Administration Services; EPS #142036

Dear Barbara:

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

The Economics of Land Use



Key Personnel

Managing Principal Jamie Gomes will serve as Principal-in-Charge of this project and will provide guidance and input as needed. Senior Vice President Russ Powell will serve as Project Manager and will conduct the day-to-day management of this project. Additional EPS staff may assist in identifying, collecting, and analyzing data. EPS will subcontract with a third-party vendor to provide Geographical Information Systems (GIS) services for the purposes of mapping tax levy data, as needed.

Scope of Work

Task 1: Provide CFD Administration for Fiscal Year 2014–15

Subtask 1.1: Review Records

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

Subtask 1.2: Prepare List

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

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

*Oakland
Sacramento
Denver
Los Angeles*

www.epsys.com

Subtask 1.3: Prepare Tax Report

Using information developed in the previous subtasks, EPS will prepare the annual tax report for presentation to the Board of Trustees (Board) at the first regular meeting in July 2014. Once the tax report is approved by the Board, EPS will prepare the annual special tax levy for delivery to the County Auditor-Controller by July 31, 2014.

Task 2: Provide Technical Support for Fiscal Year 2014–15

EPS will prepare an analysis for Bruce Kerns, of Stone & Youngberg, supporting the annual continuing disclosure and other analyses. This task also will include any other analysis of funding strategies for school facilities as directed by the District. **Task 2** includes a \$700 data acquisition fee for access to current Assessor's data to identify taxable parcels and prepare disclosure reports.


Budget

The estimated budget to complete this work is **\$18,000**, composed of **\$11,000** for **Task 1** and **\$7,000** for **Task 2**. EPS charges for its services on a direct-cost (hourly billing rates plus direct expenses), not-to-exceed basis; therefore, you will be billed only for the work completed up to the authorized budget amount. Travel, data, or reproduction expenses will be billed at cost, and invoices are submitted monthly and are payable on receipt. If additional work or meetings are required, EPS will request authorization for additional budget with the understanding that terms will be negotiated in good faith. EPS's Hourly Billing Rates and Standard Terms and Conditions are attached as part of this letter agreement.

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

Sincerely,

ECONOMIC & PLANNING SYSTEMS, INC.



Jamie Gomes
Managing Principal

Attachments

Approved:

Rocklin Unified School District

Date

2014 HOURLY BILLING RATES

Sacramento Office

Managing Principal	\$245-\$275
Senior Principal	\$300
Principal	\$245
Executive/Senior Vice President	\$210
Vice President	\$190
Senior Technical Associate	\$175
Senior Associate	\$165
Associate	\$140
Research Analyst II	\$90
Research Analyst I	\$80
Production and Administrative Staff	\$80



Billing rates updated annually.

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

1. Authority

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

2. Independent Contractor

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

3. Insurance

CONSULTANT shall maintain the following insurance:

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

4. Personnel

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

5. Interest of CONSULTANT

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

6. Publication, Reproduction, and Use of Material

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

7. Confidentiality

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

8. Amendments to the Contract

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

9. Disputed Invoices

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

10. Audits and Inspections

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

11. Compensation for Testimony and Preparation Thereof

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

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

12. Termination of Agreement

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

13. Indemnification/Limitation of Liability

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

14. Nondiscrimination and Equal Opportunity

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

15. Standard of Performance

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

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

16. Force Majeure

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

17. Arbitration and Attorneys' Fees

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

18. Governing Law

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

19. Notice

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

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

Item 9.16
CONSENT
June 11, 2014

SUBJECT: Approve Lease Agreement with JMP Business Systems for Postage Machines

DEPARTMENT: Office of the Associate Superintendent, Business

Background:

The District has five postage machines located at the District Office, Rocklin HS, Whitney HS, Spring View Middle School and Granite Oaks Middle School. The elementary school sites send their mail to the District Office for processing. Currently we own four Pitney Bowes postage machines and lease the one at Granite Oaks. We currently have maintenance agreements on each of the machines through Pitney Bowes. Demonstrations of postage machines were held for each of the four sites by JMP.

Status:

Staff recommends entering into a five year lease agreement with JMP Business Systems for postage machines at the District Office, Rocklin High School, Whitney High School and Spring View Middle School which will save \$1,198 annually.

Presenter:

Barbara L. Patterson

Financial Impact:

Current year:

Future years: \$7,673.40 per year

Funding source: General Fund Unrestricted

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:

Product Lease Agreement with Meter Rental Agreement

Recommendation:

Approve the five year lease agreement with JMP for four postage machines effective July 1, 2014.

Section (A) Dealer Information

Dealer Office Number	Dealer Office Name	Phone #	Date
9430	JMP Business Systems, Inc.	9163686580	04/15/2014

Section (B) Billing Information

Company Name	Rocklin Unified School District		
DBA			
Billing Address	2615 Sierra Meadows Drive		
City State Zip+4	Rocklin	CA	95765
Contact Name	Diane Noonan	Phone	(916) 630-2234
Contact Title	Administration	Fax	(916) 624-6193
Email Address	dnoonan@rocklin.k12.ca.us	PO #	

Section (C) Installation Information (if different from billing information)

Company Name	Rocklin Unified School District		
DBA			
Installation Address	2615 Sierra Meadows Drive		
City State Zip+4	Rocklin	CA	95765
Contact Name	Diane Noonan	Phone	(916) 630-2234
Contact Title	Administration	Fax	(916) 624-6193
Email Address	dnoonan@rocklin.k12.ca.us		

Section (D) Products

Qty	Model / Part Number	Description (include Serial Number, if applicable)
3	IH600AFWP10	IN Series 600 Base w/ Autofeeder, Sealer, Catch Tray, Ink Cartridge, LAN Cable & IHWP10
1	IH750DS30	IN Series 750 Base w/ Mixed Size Feeder, Sealer Drop Tray, Ink Cartridge, LAN Cable, IHDS7 & IHWP30

Section (E) Lease Payment Information & Schedule

Tax Status: <input checked="" type="checkbox"/> Taxable <input type="checkbox"/> Tax Exempt <i>Certificate attached</i> Billing Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually Billing Method: <input checked="" type="checkbox"/> Standard <input type="checkbox"/> Government Payment in Arrears	Number of Months First 60	Monthly Payment (Plus applicable taxes) \$639.45
	Current Lease Number	
	New Lease Number	

Section (G) Postage Meter & Postage Funding Information

Main Post Office Name	Post Office 5-Digit Zip Code
Postage Funding Method: <input type="checkbox"/> Bill Me <input type="checkbox"/> Prepay by Check <input type="checkbox"/> ACH Debit <i>Attach ACH Authorization Form</i>	Postage Funding Account: <input type="checkbox"/> OMAS / CPU <i>OMAS Agency Code</i> <input type="checkbox"/> POC <input type="checkbox"/> TMS <input type="checkbox"/> New <input type="checkbox"/> Existing Existing Account Number:

Section (F) ACH Direct Debit for Lease Payments (Attach Voided Check)

Bank Name	
Bank Contact Name	
Bank Contact Phone	
Bank City State	
Bank Routing Number	Bank Account Number

Section (H) Services

Rate Protection	<input checked="" type="checkbox"/> Online Postal Rates <input type="checkbox"/> RCP (Shipped Update) <input type="checkbox"/> None	Covered Product: IH600AFWP10 IH750DS30
iMeter Apps	<input type="checkbox"/> Online Postal Expense Management <input type="checkbox"/> Online E-Services <input type="checkbox"/> Online E-Services with Electronic Return Receipt	
Software	<input type="checkbox"/> Software Advantage	Covered Product:
Services	<input checked="" type="checkbox"/> Installation/Training <input checked="" type="checkbox"/> Maintenance	

Section (I) Approval

This document consists of a Product Lease ("Lease") with MailFinance Inc.; and a Postage Meter Rental Agreement ("Rental Agreement"), and an Online Services and Software Agreement with Neopost USA Inc.; and a neoFunds/TotalFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version DealerLease-06-13), which are also available at <http://www.neopostusa.com/terms/DealerLease-06-13.pdf>, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Authorized Signature	Print Name and Title	Date Accepted
Accepted by Neopost USA and its Affiliates		Date Accepted

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

**Item 9.17
CONSENT
June 11, 2014**

SUBJECT: Approve 2014-15 RUSD Board of Trustees Regular Meetings

DEPARTMENT: Office of the Superintendent

Background:

Regular meetings of the Board of Trustees are held at 7:00 p.m. on the first and third Wednesdays of each month. Meetings are held at the Rocklin Unified School District Office (Board Room) located at 2615 Sierra Meadows Drive.

Status:

The 2014-15 RUSD Board of Trustees Regular Meetings schedule has been for review and approval.

Please note the following the following exceptions:

- July 2, 2014 Summer Break
- December 17, 2014 *California School Boards Association Annual Conference*
- April 1, 2015 Spring Break
- June 2015 Meetings will be held on June 10 and June 24 due to Graduation Ceremonies and Budget Public Hearing/Adoption

Presenter:

Roger Stock, Superintendent

Financial Impact: N/A

Current year:

Future Year:

Funding Source:

Material/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 Item:

2014-15 RUSD Board of Trustees Regular Meetings

Recommendation:

Staff recommends approval of the 2014-15 RUSD Board of Trustees Regular Meetings.

ROCKLIN UNIFIED SCHOOL DISTRICT

2014-15 Board of Trustees Regular Meetings

Board Approved: _____



July 16, 2014	January 21, 2015
August 6, 2014	February 4, 2015
August 20, 2014	February 18, 2015
September 3, 2014	March 4, 2015
September 17, 2014	March 18, 2015
October 1, 2014	April 15, 2015
October 15, 2014	May 6, 2015
November 5, 2014	May 20, 2015
November 19, 2014	June 10, 2015*
December 3, 2014	June 24, 2015*
January 7, 2015	

Board Meetings will not be held on the following dates:

- July 2, 2014 Summer Break
- April 1, 2015 Spring Break
- December 17, 2014 California School Boards Association Annual Conference
- June 2015 Moved to June 10 and June 24 due to Graduation Ceremonies and Budget Public Hearing/Adoption

All meetings are held in the
RUSD District Office – Board Room
2615 Sierra Meadows Drive Rocklin, CA 95677 (7:00 p.m.)

ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

Item 9.18
CONSENT
June 11, 2014

SUBJECT: Approve Contract with School Innovations & Achievement (SIA)

DEPARTMENT: Office of the Associate Superintendent of Business

Background:

The district is currently contracting with SIA to provide staff training, prepare and submit the district's claims for mandated cost reimbursements from the state.

Status:

School Innovations & Achievement (SIA) will continue to provide consulting services and training to assist RUSD in the preparation and filing of reimbursement claims and estimated claims for the costs of certain programs mandated by the State of California. Although the District elected to participate in the Mandate Block Grant, SIA will prepare and file claims for mandates not included in the block grant (Behavioral Intervention Plans, Teacher Incentive Program and Developer Fees) and any new mandates that are approved.

Presenter:

Barbara Patterson

Financial Impact:

Current year: \$18,000
Future years: N/A
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:

A copy of the contract is included in your packet.

Recommendation:

Approve contract with SIA for 2014-15.



PROGRAM ADVISORY AND COMPLIANCE SERVICES AGREEMENT

**Between
SCHOOL INNOVATIONS & ACHIEVEMENT, INC.
And
ROCKLIN UNIFIED SCHOOL DISTRICT**

THIS AGREEMENT, dated _____, 2014 (the "Agreement") is made by and between Rocklin Unified School District ("District"), and School Innovations & Achievement, Inc., a California corporation ("SI&A"), each being a "Party" and collectively the "Parties."

RECITALS

WHEREAS, District is authorized to retain consulting services to assist District in the preparation and filing of reimbursement claims for the costs of the Mandate Reimbursement Process Program, legislatively mandated by the State of California ("State"), as well as an assessment of compliance practices in place as it relates to the Mandated Block Grant Program, and SI&A is qualified to perform such services;

WHEREAS, services related to the Mandate Reimbursement Process Program are referred to herein as "MandatePrep® Services"; and

WHEREAS, it is necessary and desirable that SI&A be retained by District for the purpose of performing consulting services;

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Period.** The Agreement period begins July 1, 2014 (the "Effective Date") and will automatically expire on June 30, 2015 (the "Expiration Date").
2. **Services.** SI&A agrees to provide District the following consulting services ("Services") during the Agreement Period:
 - (a) Prepare and file (based on the District's Participation Status in the Mandate Block Grant Program, with information provided by the District):
 - (1) Any applicable prior year reimbursement claims based on program participation;
 - (2) Late and amended reimbursement claims, based on program participation; and
 - (3) Newly claimable programs approved by the Commission on State Mandates ("Commission") if the filing deadline is within the Agreement Period.

- (b) Hold training sessions for District's staff during the Agreement Period, as necessary or appropriate (as reasonably determined by SI&A);
- (c) Provide access to interactive professional development training sessions for District and school site staff on a variety of essential programs via a web-based training platform;
- (d) Conduct interviews with District staff and document processes regarding mandate programs;
- (e) Provide interim and annual reports on:
 - (1) Program performance;
 - (2) Claim performance for all applicable claims; and
 - (3) Analysis comparing Mandated Program options in preparation for the Districts yearly program election decision.
- (f) Monitor District's mandated cost tracking systems;
- (g) Research and assist District with data collection for test claims approved by the Commission during the Agreement Period;
- (h) Serve as a liaison with the State Controller's Office and Commission regarding (i) statewide cost estimate request responses, and (ii) general questions from the State Controller's Office;
- (i) Provide representation of District with respect to any State audit of mandate reimbursement claims that were prepared and submitted with SI&A's assistance pursuant to this Agreement, unless prior to claim submission SI&A advised District that SI&A would not provide audit assistance, due to potentially unresolved audit issues (such as documentation or data problems) or claim rejection concerns; and
- (j) Free access to Cabinet Report. Cabinet Report is an online education-news publication that provides news coverage critical to education practices and administration, our reporting is aimed at an audience of educators, school administrators and policy-makers.

3. District's Obligations.

- 3.1 District Responsibilities and Obligations.** District shall be responsible for the following: (a) ensuring District has record retention policies sufficient to maintain original documentation used in support of claims (for audit or examination by any State or regulatory agency); and (b) maintaining original supporting documents for a period of four (4) years after the State's first payment of the claim; and (c) District shall provide SI&A all records and information relevant to any claim in a timely manner and contact information for District's personnel to whom SI&A may direct inquiries. District understands and agrees that the results of SI&A's inquiries, the documentation obtained from District and other corroborating information may be used by

SI&A for filing and/or supporting the reimbursement claims, or responding to audits or investigations.

- 3.2 **Claim Approval.** Upon presentation of a claim for District's approval, District agrees to review the claim and respond to SI&A by either: (a) certifying to SI&A, under penalties of perjury, that the time, costs and other data collected by District and furnished to SI&A in support of the claim are true and correct; or (b) provide SI&A with notice specifying why the foregoing certification may not be true. All notices and certifications must comply with the requirements of Section 4 of the Standard Terms and Conditions.
- 3.3 **For District that elect the Mandate Block Grant.** The District acknowledges and agrees that the Program Advisory and Compliance Services, provided by SI&A, in connection with potential audit matters, consists of providing recommendations and support with forms and back-up documentation collected. It is the District's responsibility to ensure the District's compliance with all mandate block grant requirements.
4. **California False Claims Act.** District acknowledges that reimbursement claims filed under this Agreement constitute "claims" under the California False Claims Act (California Government Code Section 12650, et seq.) ("False Claims Act") and consequently, District, its employees, contractors and other persons acting on its behalf, may be subject to the provisions of the False Claims Act. Among other things, the False Claims Act imposes liability for treble damages, penalties and costs of civil recovery actions upon persons who "knowingly" present or cause to be presented false claims, or who "knowingly" make or cause to be made false records or statements in support of a claim. Under the False Claims Act, "knowingly" means that a person, with respect to information, has actual knowledge of the information or acts in deliberate ignorance or reckless disregard of the truth or falsity of the information.
5. **Payment of Fees.**
- 5.1 **Fees.** For Services provided pursuant to the terms of this Agreement, District agrees to pay SI&A \$18,000 for Program Advisory and Compliance Services (the "Fee").
- 5.2 **Payment Plan.** The Fee is payable in annual or semi-annual installments as indicated below. District must clearly mark one payment plan below. If a plan is not clearly identifiable by SI&A, then District agrees to pay the Fee on an annual basis.
- 1 annual payment due July 1, 2014.
- 2 semi-annual payments due July 1, 2014, and January 1, 2015.
- 5.3 **Travel; Lodging Expenses.** If SI&A reasonably determines that travel to District's site is necessary, SI&A and District shall schedule mutually convenient dates and times for such meetings. All travel and lodging expenses incurred by SI&A in connection with the Initial Scope of Services are included in the Fee.
6. **Entire Agreement.** This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A is the final expression of, and contains the entire

agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

- 7. **Exhibits.** All exhibits referred to in this Agreement are attached and incorporated herein by this reference.
- 8. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.

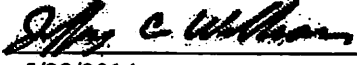
IN WITNESS WHEREOF, the District and SI&A have made and executed this Agreement as set forth below.

SI&A:

DISTRICT:

**SCHOOL INNOVATIONS
& ACHIEVEMENT, INC.**

ROCKLIN UNIFIED SCHOOL DISTRICT

Signature: 
Date Signed: 5/29/2014
Print Name: Jeffrey C. Williams
Title: Chief Executive Officer
Company: School Innovations & Achievement
Address: 5200 Golden Foothill Parkway
El Dorado Hills, CA 95762
Phone: (800) 487-9234
Fax: (888) 487-6441

Signature: _____
Date Signed: _____
Print Name: _____
Title: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

EXHIBIT A - STANDARD TERMS AND CONDITIONS

1. **Scope of Services; Independent Contractor.** SI&A's services described in the Agreement (the "Services") detail the initial scope of services anticipated by SI&A as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee is based on this Initial Scope of Services. If SI&A determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Period, SI&A reserves the right to increase the Fee to compensate for the unanticipated or additional services as mutually agreed upon in writing by both Parties. This Agreement is not for lobbying services and SI&A is not being retained to provide lobbying services to District. The Parties agree that School Innovations & Achievement is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.
2. **Termination.** Either Party may terminate the Agreement, with or without cause, by delivering written notice of termination to the other Party not later than thirty (30) days prior to the expiration of the Agreement Period. The effective date of termination shall be the Expiration Date of the Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. Except as set forth in this Section 2, neither Party shall have any liability to the other for damages resulting solely from a Party's termination of this Agreement in accordance with this Section 2.
3. **Termination Due to Changes in State Law.** If Legislation is enacted that eliminates or suspends K-12 education mandates, thereby making the filing of mandate reimbursement claims impossible or futile, District may immediately terminate this Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. All other terminations shall be subject to the terms and conditions set forth in Section 2, above.
4. **Notice.** All Agreement notices must be in writing, directed to the Party's address set forth below such Party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A Party may change the address stated in the Agreement by giving notice to the other Party.
5. **District's General Responsibilities; District Acknowledgment.** During the Agreement Period, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District, its employees and contractors properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by SI&A for any service obtained by District; (c) importing only data that reflects student performance to the grade level into the school site plan to ensure confidentiality and consistency with FERPA guidelines; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that SI&A's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that SI&A's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. SI&A has explained its requirements in this regard to District and District agrees to meet these requirements.
6. **Further Assurances.** Upon request of the other Party, SI&A or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.
7. **Assignment Prohibited.** Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.
8. **Family Educational Rights and Privacy Act ("FERPA"); California Education Code.** SI&A may have limited access to student information only for purposes of providing the legally required notification services, if any, specified in this Agreement. SI&A performs the Services as an agent of District and has no right to access or utilize student information for any other purpose. SI&A, its officers and employees, shall comply with the Family Educational Rights and Privacy Act and California Education Code sections 49073 et seq. and/or sections 76240 et seq. at all times.
9. **Confidential and Proprietary Materials of SI&A.** During performance of the Agreement, SI&A may provide materials or disclose information to District that SI&A considers proprietary or confidential including, but not limited to SI&A's training handbooks, policy manuals, instructions, copyrighted checklists and forms ("SI&A's Materials"). District agrees that District acquires no interest of any kind in SI&A's Materials. At all times during and after the Agreement Period, District agrees (a) to keep SI&A's Materials in confidence and trust for SI&A; (b) not to disclose, duplicate or otherwise use SI&A's Materials, except in furtherance of SI&A's performance per the Agreement; (c) to limit access to SI&A's Materials to District's employees and/or contractors who have a "need to know;" and (d) to promptly return all copies of SI&A's Materials to SI&A after a request is made.
10. **Limitation of Liability; Indemnification.** In no event shall SI&A's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by SI&A under this Agreement. SI&A shall not be liable for any consequential damages. Each Party agrees to defend, hold harmless, and indemnify the other Party (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 the indemnifying Party's breach of the terms of this Agreement. In the event that any action or proceeding is brought against a Party by reason of any claim or demand discussed in this Section 10, upon notice from the Party, the indemnifying Party shall defend the action or proceeding at the indemnifying Party's expense, through counsel reasonably satisfactory to the other Party. The obligations to indemnify set forth in this Section 10 shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the time of giving the first notice of any claim or demand. The indemnifying Party's obligations under this Section 10 shall apply regardless of whether the other Party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage caused solely by the active negligence or by the willful misconduct of the other Party.
11. **Governing Law; Enforcement Costs.** The Agreement shall be governed by and construed in accordance with the substantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a Party's rights or obligations under this Agreement, then the prevailing Party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the Party may be entitled.
12. **Judicial Reference.** In the event a dispute is not resolved through discussions and negotiations among the Parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638 et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the Parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The Parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure Section 2017 et seq. **BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT.** All general reference proceedings hereunder shall, unless all Parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.
13. **Modification; Interpretation; Severability; Construction.** No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both Parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to the Agreement.
14. **Waiver.** Either Party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, provisions by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.
15. **Force Majeure.** A Party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other Party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the Party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement.



vs.



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ROCKLIN UNIFIED SCHOOL DISTRICT

BOARD AGENDA BRIEFING

Item 9.19
CONSENT
June 11, 2014

SUBJECT: Approve Agreement Between City of Roseville and RUSD for Transportation Services

DEPARTMENT: Office of the Associate Superintendent, Business

Background: The City of Roseville has contracted with Roseville City School District in the past for transportation services for field trips during the summer months. This summer Roseville City School District is not able to accommodate all trip requests. With the approval of this agreement, RUSD would generate additional revenue and offer current bus drivers additional work over the summer months.

Status: This contract would be valid June 1, 2014 through August 31, 2014. The current rate schedule would be used consistent with all RUSD customers.

Presenter: Barbara Patterson

Financial Impact:

Current year:

Future years:

Funding source

Materials/Films:

Other People Who Might Be Present:

Allotment of Time:

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

Packet Information:

A copy of the contract is included in the packet.

Recommendation:

Approve the contract with the City of Roseville for transportation services June – August 2014.

**AGREEMENT BETWEEN THE CITY OF ROSEVILLE
AND ROCKLIN UNIFIED SCHOOL DISTRICT
REGARDING BUS SERVICES**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____,
by and between the City of Roseville, a municipal corporation, (hereafter referred to as
“Transportation Services Purchaser” or “TSP” and Rocklin Unified School District, a California
public school district (hereafter “ROCKLIN”).

WITNESSETH

WHEREAS, TSP operates child care and day camp programs; and

WHEREAS, TSP seeks to transport persons participating in these programs; and

WHEREAS, ROCKLIN owns and operates school buses and employs drivers; and

WHEREAS, ROCKLIN agrees to provide transportation services, as available, via school
bus. to TSP, and TSP agrees to purchase such school bus transport services from ROCKLIN,
according to the specific terms and conditions contained in this agreement; and

WHEREAS, TSP understands that the primary function of ROCKLIN is to provide home-
to-school transportation to district students during a normal school year calendar. Accordingly, the
service being provided to TSP is subject to availability of buses, drivers and office administrative
staff to support the trip requested by TSP.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall begin June 1, 2014, and terminate on August 31, 2014. However, this Agreement and all its amendments (including any then current changes to it pursuant to Section 12, below) shall carry over and shall be automatically extended, on a month-to-month basis thereafter, until terminated by one of the parties pursuant to Section 9 below.

2. ROCKLIN Obligations: ROCKLIN agrees to provide or perform the following:

- a. ROCKLIN will operate the buses in compliance with California Vehicle Code requirements regarding the use of school buses for community activities (ref. CVC 545J).
- b. Supply sufficient school buses and drivers, based upon availability, to meet TSP's transportation services requirements. If TSP's transportation services requirements increase during the term of this agreement, such increase shall be addressed by a written amendment / revision to this agreement, subject to mutual agreement to changed terms, consistent with Paragraph 4 and 12, below.
- c. Submit school bus transportation services invoices to TSP to the attention of and to the address below:

Rob Nakamura (or his successor)
Recreation Superintendent
311 Vernon Street
Roseville, CA 95678

3. TSP Obligations. TSP agrees to provide or perform the following:
 - a. Pay each and every school bus transportation invoice of ROCKLIN in full within thirty (30) days after receipt. Generally, at a minimum, such services are billed on an hourly basis, plus distance charge per mile, plus administrative process fee of 10% of the total. See Paragraph 4 below. Note that this general statement of process is not a guaranteed or maximum price, but rather a basic and generalized statement of current billing procedure, for TSP planning / budgeting purposes only. As noted below, it is subject to change.
 - b. Reserve ROCKLIN school bus services by submitting the appropriate form to ROCKLIN. TSP shall provide thirty (30) days advance notice to reserve bus services; however, TSP may reserve last minute bus services by providing one (1) week advance notice. School bus service requests shall be subject to availability, and such service is not guaranteed
 - c. Requests for any trip with a destination in excess of 50 miles (one way) from the TSP's regular pick up point may be denied. The TSP must contact the Director of Maintenance, Operations and Transportation or a Driver Coordinator well in advance to determine if ROCKLIN can accommodate the trip. A separate request must be made for each trip of this nature.

- d. Provide ROCKLIN as much notice as possible to modify or change any bus services request. Such modification shall be subject to availability, and such modified service is not guaranteed.
- e. Pay all parking, toll, and / or other incidental charges incurred through use of ROCKLIN bus services. In the event ROCKLIN pays parking or toll charges, charges shall be added to the TSP invoice.
- f. Provide appropriate supervision for any and all persons / students riding ROCKLIN buses, including a criminal background check, for any and all bus chaperones.
- g. Pay the administrative / process fee as noted in each ROCKLIN invoices.

4. Payment Schedule: Payment Schedule is attached hereto as Exhibit "A".

5. Insurance and Indemnification.

Insurance

ROCKLIN and TSP shall purchase and maintain in full force and effect during the full term of this Agreement, at a minimum, the following insurance or equivalent program of self-insurance:

COVERAGE

Worker Compensation
Commercial General Liability

LIMITS OF LIABILITY

Statutory (for each entity's own employees)
Bodily Injury
\$1,000,000 each occurrence
\$2,000,000 aggregate
Property Damage:
\$1,000,000 each occurrence
Personal Injury:
\$1,000,000 each occurrence
\$2,000,000 aggregate
\$2,000,000 sexual molestation

ROCKLIN Only:
Automobile liability including
endorsements for owned,
hired and non-owned vehicles

\$5,000,000 combined single limits

Primary Insurance. ROCKLIN and TSP agree that such policies are primary insurance and shall not contribute to or be excess of any other insurance or self insurance available to the insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit may be brought.

Certificates of Insurance/Evidence of Protection. Prior to the commencement of this Agreement, the parties will furnish to one another, certificates of insurance or evidence of protection evidencing the required insurance coverage. Such insurance shall contain a provision that the coverage cannot be cancelled, terminated or materially changed without 30 days written notice to the other party. Each party shall provide a separate endorsement form or section of the policy showing the other party, its officers, agents and employees as additional named insured for each type of coverage, except for Worker's Compensation.

Mandatory Insurance. The insurance requirements under this section are mandatory. Failure of either party to request certificates of insurance shall not constitute a waiver of either parties' obligations and requirements to maintain the coverage specified in this section.

Indemnification

ROCKLIN shall defend, indemnify, and hold harmless TSP, its officers, employees, and authorized agents, from and against liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused solely by or result solely from the negligent or intentional acts or omissions of ROCKLIN, its officers, employees or authorized agents.

TSP shall defend, indemnify, and hold harmless ROCKLIN, its officers, employees, and authorized agents, from and against liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused solely by or result solely from the negligent or intentional

acts or omissions of TSP, its officers, employees or authorized agents. However, in no event shall TSP be liable for any claims for injury or damages arising out of the operation of vehicles provided by and operated by ROCKLIN.

6. Assignment. ROCKLIN shall not assign this Agreement without the prior written consent of TSP.
7. Independent Contractor. TSP and ROCKLIN shall, in the performance of their respective obligations under this Agreement, act as independent contractors and shall not be officers, agents, or employees of the other.
8. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
9. Termination of Agreement. Either party may terminate this Agreement at any time upon giving thirty (30) days advance written notice to the other party.
10. Attorney's Fees: Venue: Governing Law. If either party to this Agreement commences a legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
11. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class, postage prepaid, addressed as follows:

City of Roseville
Rob Nakamura
Recreation Superintendent
311 Vernon Street
Roseville, CA 95678

Rocklin Unified School District
Matt Sanchez
Director of Transportation
2225 Corp Yard Road
Rocklin, CA 95677

12. Modification. This Agreements and each provision contained herein may be changed, waived, amended, supplemented, or eliminated only by mutual written agreement of the parties which must be attached to, and incorporated into this Agreement by specific reference to this Agreement, by date, term, and title.
13. Integrated Agreement. This Agreement and any attachments hereto constitute the entire Agreement between the parties pertaining to the subject matter contained in it and contains all of the terms, consideration, understanding and promises of the parties. It shall be read as a whole. This Agreement supersedes any and all prior and contemporaneous agreements and no other representations or understandings of the parties shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.
14. Severability. Should any provision of this Agreement, for any reason, be deemed or held invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, such provision shall be enforced to the maximum extent possible, and the remaining provisions of this Agreement shall remain in full force and effect.
15. Execution of Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.
16. Representations. Each of the parties hereby warrants that it has exclusive authority to execute this Agreement. If any authority to execute this Agreement is subject to Board Approval, such approval shall be obtained by no later than 10 calendar days before this Agreement is executed by the party for whom such approval is required.
17. Agreement Entered into Voluntarily. Each of the parties represents that it has received legal advice, and/or full opportunity to obtain such advice, before entering into this binding Agreement.

IN WITNESS WHEREOF, the TSP, City of Roseville, has authorized the execution of this Agreement in duplicate by its City Manager and ROCKLIN has caused this Agreement to be executed.

CITY OF ROSEVILLE
a municipal corporation

ROCKLIN UNIFIED SCHOOL DISTRICT, a
California public school district

BY: _____
RAY KERRIDGE,
City Manager

BY: _____
BARBARA PATTERSON
Associate Superintendent

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED TO FORM:

BY: _____
BRITA J. BAYLESS
City Attorney

APPROVED TO SUBSTANCE:

BY: _____
DOMINICK CASEY
Director of Parks, Recreation & Libraries

Exhibit "A"

Payment Schedule. The TSP shall compensate ROCKLIN for bus services according to the following schedule:

- a. \$35.00 per hour regular time, and \$40.00 per hour for overtime at time and a half.
- b. \$3.25 per mile each bus travels. All trip miles are computed starting and ending at the ROCKLIN Transportation Department yard.
- c. Minimum of 4 hours.

These rates may be increased periodically by ROCKLIN, via written notice to the TSP, at least 30 days prior to the effective date of such new rate(s).