2615 Sierra Meadows Drive Rocklin, CA 95677

Todd Lowell, President Steve Paul, Vice President Greg Daley, Clerk Camille Maben, Member Wendy Lang, Member



#### REGULAR MEETING AGENDA – AUGUST 6, 2014; 7:00 P.M.

- 1.0 CALL TO ORDER
- 2.0 ROLL CALL
- 3.0 PLEDGE OF ALLEGIANCE
- 4.0 <u>AUDIENCE/VISITORS PUBLIC DISCUSSION</u> This agenda item is included for the purpose of giving anyone in attendance an opportunity to ask questions or discuss non-agenda items with the Board of Trustees. There will be a three-minute time limit per person. If visitors have a complaint about a specific employee of the District, they will be requested to submit an oral or written complaint to the employee's immediate supervisor or the principal as required by Administrative Regulation 1312.1. (Please note that the public portion of all meetings is recorded.)
- 5.0 COMMENTS FROM BOARD AND SUPERINTENDENT
- 6.0 <u>CONSENT CALENDAR</u> (REQUIRES SINGULAR ROLL CALL VOTE) All matters listed under the Consent Calendar are to be considered routine and will be enacted by one motion followed by a roll call vote. There will be no separate discussion of these items unless the Board of Trustees, audience, or staff request specific items to be removed from the Consent Calendar for separate discussion and action. Any agenda items removed will be voted upon following the motion to approve the Consent Calendar.
  - 6.1 **BOARD MINUTES** Request to approve Board minutes.
    - 6.1.1 July 16, 2014 (Regular Session)
    - 6.1.2 July 31, 2014 (Special Meeting)
  - 6.2 **APPROVE CERTIFICATED PERSONNEL REPORT** Request to approve personnel items included on the Certificated Personnel Report. (Colleen Slattery)
  - 6.3 **APPROVE CLASSIFIED PERSONNEL REPORT** Request to approve personnel items included on the Classified Personnel Report. (Colleen Slattery)
  - 6.4 REVIEW OF IMPACT OF STATE ADOPTED BUDGET AND APPROVAL OF BUDGET REVISIONS Request to approve revisions to the 2014-15 Budget. (Barbara Patterson)
  - 6.5 **EMPLOYMENT CONTRACT** Request to approve a three-year employment contract for the position of Superintendent. (Colleen Slattery)
  - 6.6 **AWARD OF BID FOR CUSTODIAL SUPPLIES** Request to approve custodial bid from Sac-Val Janitorial in the amount of \$171, 397.38. (Sue Wesselius)
  - 6.7 APPROVE MEMORANDUM OF UNDERSTANDING (MOU), FACILITIES USE FEE AGREEMENT AND MOU FOR SPECIAL EDUCATION USE OF FACILITIES WITH ROCKLIN ACADEMY 1 Request to approve an MOU with Rocklin Academy 1 for Facilities Use Fee and Special Education Use of Facilities for 2014-15. (Barbara Patterson)
  - 6.8 APPROVE MEMORANDUM OF UNDERSTANDING (MOU), FACILITIES USE FEE AGREEMENT AND MOU FOR SPECIAL EDUCATION USE OF FACILITIES WITH ROCKLIN ACADEMY 2 Request to approve an MOU with Rocklin Academy 2 for Facilities Use Fee and Special Education Use of Facilities for 2014-15. (Barbara Patterson)

- 7.0 <u>ACTION ITEMS REGULAR AGENDA</u> Protocol for action items include a staff presentation, questions from the Board, public input, closing of public input, deliberation by the Board, and voting by the Board. During public input there will be a three-minute time limit per person.
  - 7.1 SPRING VIEW MIDDLE SCHOOL ASSISTANT PRINCIPAL Request to approve the appointment of the new Spring View Middle School Assistant Principal. (Colleen Slattery)
  - 7.2 SUNSET RANCH ELEMENTARY SCHOOL ASSISTANT PRINCIPAL Request to approve the appointment of the new Sunset Ranch Elementary School Assistant Principal. (Colleen Slattery)
  - 7.3 **FACILITIES MASTER PLAN-2014 UPDATE** Request to approve the Five Year Facilities Master Plan 2014-Update. (Sue Wesselius)
  - 7.4 RESOLUTION 14-15-02 A RESOLUTION TO APPROVE COMMUNITY FACILITIES DISTRICT (CFD) NO. 1, NO. 2 AND NO. 3 TAX REPORTS FOR FISCAL YEAR (FY) 2013-14 AND LEVYING AND APPORTIONING THE SPECIAL TAX FOR FISCAL YEAR 2014-15 Request to approve a resolution for 2013-14 FY Tax Reports for CFD No. 1, No. 2, and No. 3 and to approve levying and apportioning the 2014-15 FY Special Tax. (Barbara Patterson)
  - 7.5 RESOLUTION 14-15-03 A RESOLUTION ADOPTING A DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS Request to approve a resolution authorizing submission of a Declaration of Need for Fully Qualified Educators. (Colleen Slattery)
- 8.0 **PENDING AGENDA** This is the time to place future items on the Pending Agenda.
- 9.0 **CLOSED SESSION** The Board will adjourn to closed session regarding the following matters:
  - 9.1 Conference with Labor Negotiators as authorized by Government Code Section 54957.6:

District Representative(s): Roger Stock, Superintendent

Colleen Slattery, Assistant Supt. of Human Resources

Barbara Patterson, Deputy Supt. of Business and Operations

Employee Organization(s): Rocklin Teachers Professional Association (RTPA)

Classified School Employees Association (CSEA)

Rocklin Administrators Professional Association (RAPA)

- 9.2 Conference with Legal Counsel Existing Litigation as authorized by Government Code section 54956.9 (Placer Superior Court Case No. SV0027932)
- 9.3 Conference with Legal Counsel Existing Litigation as authorized by Government Code section 54956.9 (Sacramento Court Case No. SA-CE-2562-E)
- 9.4 Public employee discipline/dismissal/release pursuant to Government Code section 54957.

#### 10.0 RECONVENE TO OPEN SESSION

#### 11.0 REPORT OF ACTION TAKEN IN CLOSED SESSION

#### 12.0 ADJOURNMENT

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



#### **DECLARATION OF POSTING**

#### ROCKLIN UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES

#### **REGULAR MEETING AGENDA**

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

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

**Date of Posting:** 

**Place Posted:** 

August 1, 2014

2615 Sierra Meadows Drive Rocklin, CA 95677

I, Mia Swenson, certify under penalty of perjury that the foregoing is true and correct.

Executed on the 1st day of August 2014 in Rocklin, California.

Mia Swenson

Administrative Assistant

Rocklin Unified School District

2615 Sierra Meadows Drive Rocklin, CA 95677

Todd Lowell, President Steve Paul, Vice President Greg Daley, Clerk Camille Maben, Member Wendy Lang, Member



Item 6.1 CONSENT Aug 6, 2014

#### JULY 16, 2014 CLOSED SESSION 4:30 P.M. REGULAR MEETING MINUTES – 6:00 P.M.

- 1.0 <u>CALL TO ORDER</u> President Todd Lowell called the regular meeting of the Rocklin Unified School District Board of Trustees to order at 4:30 p.m. on July 16, 2014, in the District Administration Office located at 2615 Sierra Meadows Drive, Rocklin, CA 95677. A quorum was established.
- 2.0 <u>CLOSED SESSION (4:30 P.M.)</u> The Board adjourned to closed session regarding the following matter(s):
  - 2.1 Public Employee Performance Evaluation as authorized by Government Code 54957 (Position: Superintendent)
  - 2.2 Public Employee Appointment as authorized by Government Code 54957 (Position: Principal)
- 3.0 **RECONVENE TO OPEN SESSION** President Lowell reconvened the meeting to open session.
- 4.0 **REPORT OF ACTION TAKEN IN CLOSED SESSION** No action was taken in closed session.
- 5.0 ROLL CALL

**Trustees Present:** 

Todd Lowell, President

Steve Paul, Vice President

Greg Daley, Clerk Wendy Lang, Member Camille Maben, Member

Trustee(s) Absent:

None

Administrative Staff:

Roger Stock, Superintendent; Deborah Sigman, Deputy Superintendent;

Barbara Patterson, Deputy Superintendent; Michael S. Garrison, Assistant Superintendent; Colleen Slattery, Assistant Superintendent; Sue Wesselius, Senior Director; Karen Huffines, Director; Mike Fury, Chief Technology Officer; Beth Davidson, Assistant Principal, Spring

View Middle School

- 6.0 <u>PLEDGE OF ALLEGIANCE</u> President Lowell led the Board and audience in the Pledge of Allegiance.
- 7.0 AUDIENCE/VISITORS PUBLIC DISCUSSION President Lowell welcomed all visitors and invited them to speak on agenda items at the conclusion of the Board's discussion. He also invited visitors to speak at this time regarding non-agenda items and announced that the public portion of the meeting would be recorded. The following comments regarding non-agenda items were noted:

Keith Caldwell and his son Xzander, a Breen parent and student, presented a letter to the Board formally requesting communication on the status of the Special Education program at Breen. Todd Lowell referred

Mr. Caldwell to Deborah Sigman, Deputy Superintendent of Educational Services stating Ms. Sigman would follow-up on all his concerns regarding this issue.

#### 8.0 COMMENTS FROM BOARD AND SUPERINTENDENT -

Steve Paul congratulated Mike Garrison on his new position with CIF and stated we wouldn't be where we are at without him. Todd Lowell commented on his visit Parker Whitney Elementary during summer school session and was excited to see GLAD training in action and the teaching and learning lab. Camille Maben also paid a visit to Parker Whitney and was also impressed with the GLAD training. Steve Paul welcomed Deborah Sigman to the team and acknowledged and welcomed new Assistant Superintendent Colleen Slattery to her first Board meeting.

#### 9.0 <u>ACTION ITEMS – CONSENT CALENDAR</u>

- 9.1 **BOARD MINUTES** Request to approve Board minutes. 9.1.1 June 25, 2014 (Regular Session)
- 9.2 **BILL WARRANTS** Request to approve bill warrants. (Barbara Patterson)
- 9.3 MONTHLY ACCOUNT SUMMARIES Request to approve monthly account summaries. (Barbara Patterson)
- 9.4 APPROVE CERTIFICATED PERSONNEL REPORT Request to approve personnel items included on the Certificated Personnel Report. (Michael S. Garrison)
- 9.5 APPROVE CLASSIFIED PERSONNEL REPORT Request to approve personnel items on the Classified Personnel Report. (Michael S. Garrison)
- 9.6 APPROVE MEMORANDUM OF UNDERSTANDING (MOU) WITH HUMBOLDT STATE UNIVERSITY Request to approve an MOU with Humboldt State University. (Michael S. Garrison)
- 9.7 ADOPT ADVANCED PLACEMENT (AP) LANGUAGE AND COMPOSITION AND ADVANCED PLACEMENT (AP) MICROECONOMICS TEXTBOOKS Request to approve the adoption of AP Language and Composition and AP Microeconomic textbooks. (Deborah Sigman)
- 9.8 APPROVE DISPOSAL OF SURPLUS TRANSPORTATION VEHICLE Request to approve the disposal of a surplus Transportation Department vehicle. (Barbara Patterson)
- 9.9 APPROVE CHANGE ORDER Request to approve Change Order #1 for Rainforth-Grau Architectural Services for added Lease-Leaseback Summer projects. (Sue Wesselius)
- 9.10 APPROVE AGREEMENT WITH SCHOOL SERVICES OF CALIFORNIA, INC. (SSC) FOR NEGOTIATIONS SUPPORT Request to approve an agreement with School Services of California, Inc. to provide support for negotiations with bargaining group(s) for the 2014-15 school year. (Barbara Patterson)
- 9.11 APPROVE REQUESTS FOR AUTHORIZATION FROM SCHOOL-CONNECTED ORGANIZATIONS (PARENT TEACHER CLUBS/BOOSTER CLUBS) Request to approve the list of District school-connected organizations for the 2014-15 school year. (Barbara Patterson)
- 9.12 APPROVE RESOLUTION 14-15-01 A RESOLUTION APPROVING LISTED TEACHERS TO TEACH SPECIFIED COURSES OUTSIDE THEIR CREDENTIAL AUTHORIZATIONS IN DEPARTMENTALIZED SETTINGS Request to approve Resolution 14-15-01 approving listed teachers to teach specified courses outside their credential authorizations in departmentalized settings. (Michael S. Garrison)
- 9.13 QUARTERLY REPORT ON WILLIAMS COMPLAINT Request to approve the Williams Quarterly Complaint Report for quarter ending June 30, 2014. (Deborah Sigman)

Item 9.2 through 9.13: A **MOTION** was made by Greg Daley and seconded by Wendy Lang to approve the Consent Calendar items 9.2 through 9.13. Motion passed unanimously by the following roll call vote: Maben – aye, Paul – aye, Lang – aye, Daley – aye, Lowell – aye.

Regarding Item 9.1, Steve Paul was absent from the June 25, 2014 Board of Trustees meeting. Therefore, a **MOTION** was made by Greg Daley and Seconded by Wendy Lang to approve Item

9.1. Motion passed by the following roll call vote: Maben – aye, Paul – abstain, Lang – aye, Daley – aye, Lowell – aye.

#### 10.0 <u>ACTION ITEMS - REGULAR AGENDA</u>

- 10.1 SPRING VIEW MIDDLE SCHOOL PRINCIPAL A MOTION was made by Greg Daley and seconded by Steve Paul and Wendy Lang to approve the appointment of Elisabeth (Beth) Davidson as the Principal of Spring View Middle School. Motion passed unanimously.
- 10.2 **FACILITIES MASTER PLAN-2014 UPDATE** This agenda item was moved to the August 6 Board Meeting to give the Board additional time to review the plan.
- 11.0 <u>PENDING AGENDA</u> Facilities Master Plan-2014 Update was placed on the pending agenda for August 6th. Comments: Todd Lowell welcomed Deborah Sigman and noted her being the first RUSD Cabinet member hired resulting in a press release from the California Department of Education. He acknowledged Mike Garrison's contributions to the district and wished Garrison future success in his new position at CIF.
- 12.0 <u>CLOSED SESSION</u> The Board adjourned to closed session regarding the following matter(s):
  - 12.1 Conference with Legal Counsel Existing Litigation as authorized by Government Code section 54956.9 (Placer Superior Court Case No. SV0027932)
- 13.0 **RECONVENE TO OPEN SESSION** President Lowell reconvened the meeting to open session.
- 14.0 **REPORT OF ACTION TAKEN IN CLOSED SESSION** No action was taken in closed session.
- 15.0 **ADJOURNMENT** President Lowell adjourned the meeting at 9:05 p.m.

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

# ROCKLIN UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES REGULAR MEETING & WORKSHOP

## ATTENDANCE SIGN-IN SHEET

Wednesday; July 16, 2014

NAME	AFFILIATION  (site name/position, parent, community organization, etc.)	CONTACT INFORMATION (email address and/or phone)
Susan Hallon Kerth Caldwill	paent Hove. L	Xz An der
Collect Slattery Storr Human	RUSD	
Maren Huffins		
	1866	
Educa	tional Excel	lence

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

2615 Sierra Meadows Drive Rocklin, CA 95677

Todd Lowell, President Steve Paul, Vice President Greg Daley, Clerk Camille Maben, Member Wendy Lang, Member



# BOARD OF TRUSTEES SPECIAL MEETING JULY 31, 2014, 8:00 A.M.

1.0 <u>CALL TO ORDER</u> – President Todd Lowell called the special meeting of the Rocklin Unified School District Board of Trustees to order at 8:05 a.m. on July 31, 2014, in the District Administration Office, located at 2615 Sierra Meadows Drive, Rocklin, CA 95677. A quorum was established.

2.0 ROLL CALL

Trustees Present:

Todd Lowell, President

Steve Paul, Vice President

Greg Daley, Clerk

Camille Maben, Member

Trustee(s) Absent:

Wendy Lang, Member

Administrative Staff:

Roger Stock, Superintendent; Barbara Patterson, Deputy Superintendent:

- 3.0 <u>AUDIENCE/VISITORS PUBLIC DISCUSSION</u> No one from the public wished to speak at this time.
- 4.0 <u>CLOSED SESSION</u> The Board adjourned to closed session regarding the following matter:
  - 4.1 Conference with Legal Counsel Existing Litigation as authorized by Government Code section 54956.9 (Placer Superior Court Case No. SV0027932)
- 5.0 <u>RECONVENE TO OPEN SESSION</u> President Lowell reconvened the meeting to open session.
- 6.0 <u>REPORT OF ACTION TAKEN IN CLOSED SESSION</u> No action was taken in closed session.
- 7.0 **ADJOURNMENT** President Lowell adjourned the meeting at 9:15 a.m.

# CERTIFICATED/MANAGEMENT PERSONNEL REPORT August 6, 2014

Item 6.2 CONSENT Aug 6, 2014

#### **RESIGNATIONS**

- 1. Krissa Anderson, resigned 0.50 FTE of 1.0 FTE Elementary Teacher Contract, Sierra Elementary, effective 7/1/14 (letter attached)
- 2. Kirsten Porup, 0.60 FTE School Psychologist, effective 6/30/14 (letter attached)
- 3. Wendy Raemaeker, 1.0 FTE Elementary Teacher, Breen Elementary, effective 7/21/14 (letter attached)

#### RECLASSIFICATION/CHANGE IN ASSIGNMENT FOR 2014-15 SCHOOL YEAR

- 1. Lisbeth Kleczek, 0.80 FTE RSP Teacher at Valley View and 0.20 FTE SDC Elementary Teacher at Rocklin Independent Charter Academy
- 2. Mandy Hopper, 1.0 FTE SDC Teacher, Sierra Elementary
- 3. Elisabeth Davidson, 1.0 FTE Principal, Spring View Middle School

#### **NEW HIRES 2014-15**

- 1. Amber Boyd, 1.0 FTE School Psychologist, District
- 2. Tracey Butcher, 1.0 FTE School Psychologist, District
- 3. Allison Garber, 1.0 FTE Elementary Teacher, Cobblestone Elementary
- 4. Deanna Hampton, 1.0 FTE Temporary Math Teacher, Spring View Middle School
- 5. Sarah Hovenden, 1.0 FTE SDC Teacher, Parker Whitney Elementary
- 6. Brittaney Meyer, Assistant Principal, Spring View Middle School
- 7. Megan Rehder, 1.0 FTE SDC Teacher, Rocklin Elementary
- 8. Bradley Smith, 1.0 FTE Inclusion Specialist, Sunset Ranch Elementary

#### **CLASSIFIED PERSONNEL REPORT**

#### **NEW HIRES:**

1. Name: Bridget Green

Position: Instructional Aide I -

Elementary K-6

Salary: Non-Rep, Range 1, Step A

Hours: 3.25 Hours/Day Days: 10 Months/Year

2. Name: Keith Bowen

Position: Computer Maintenance

Technician

Salary: CSEA, Range 41, Step C

Hours: 8 Hours/Day
Days: 12 Months/Year

3. Name: Pamela Espinoza

Position: Bus Driver

Salary: CSEA, Range 34, Step A

Hours: 4 Hours/Day
Days: 10 Months/Year

4. Name: Keri Kirst

Position: Instructional Aide I -

Elementary K-6

Salary: Non-Rep, Range 1, Step A

Hours: 2.45 Hours/Day Days: 10 Months/Year

Effective: 08/19/14

Site: Sunset Ranch Elementary

Funding: General

Effective: 07/23/14

Site: District Office

Funding: General

Effective: 08/19/14

Site: Transportation Department

Funding: General

Effective: 08/19/14

Site: Sunset Ranch Elementary

Funding: General

#### **RECLASSIFICATIONS:**

5. Name: Tammy Wilson

Position: Computer Maintenance Tech Salary: CSEA, Range 41, Step A

Hours: 8 Hours/Day

Days: 12 Months Year

6. Name: Star Fryslie

Position: Food Services Worker I Salary: CSEA, Range 21, Step F

Hours: 6 Hours/Day Days: 10 Months Year Effective: 08/19/14

Effective: 07/23/14

Site: District Office

Funding: General

Site: Food Services Dept. Funding: Cafeteria Fund

7. Name: Shannon Sanderson

Position: Food Services Worker II Salary: CSEA, Range 31, Step B

Hours: 3.75 Hours/Day Days: 10 Months Year

Effective: 08/19/14

Site: Food Services Dept. Funding: Cafeteria Fund

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# ROCKLIN UNIFIED SCHOOL DISTRICT HUMAN RESOURCES

8. Name: Nancy Rodriguez

Position: Food Services Worker II Salary: CSEA, Range 31, Step A

Hours: 3.5 Hours/Day Days: 10 Months Year

Effective: 08/19/14

Site: Food Services Dept. Funding: Cafeteria Fund

#### **RESIGNATIONS:**

9. Name: Ben Petersen

Position: Discipline Technician Site: Rocklin High School Hours: 3.5 Hours/Day Effective: 07/03/14

10. Name: Jan VanRoekel

Position: Instructional Aide I -

Elementary K-6

Site: Cobblestone Elementary

Hours: 1.87 Hours/Day Effective: 07/18/14

11. Name: Wendy Pitzner Position: Library Aide

Site: Granite Oaks Middle School

Hours: 2 Hours/Day Effective: 07/24/14

8/06/14 Page 2

#### **BOARD AGENDA BRIEFING**

Item 6.4 CONSENT Aug 6, 2014

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Approval of Budget Revisions, Including State Budget Impact

**DEPARTMENT:** 

Office of the Deputy Superintendent, Business & Operations

#### **Background:**

It is standard practice for changes to be made to the budget throughout the year. These budget revisions will be routinely brought to the Board for approval. This budget revision includes adjustments in revenues, expenditures and transfers to reflect funding made available by the State Budget Act.

#### Status:

In the 2014-15 state adopted budget, the Legislature and Governor added additional funding from the May revision.

Budget changes are summarized in the attachment. Major changes in the General Fund include an increase in revenue under the LCFF, a decrease in estimated special education billback expenses, increase for funding for prior years' mandated cost reimbursements, and an decrease in the STRS rate.

#### Presenter:

**Barbara Patterson** 

#### **Financial Impact:**

Current year:

General Fund \$2,223,962, Charter Fund (\$8,183) Cafeteria Fund \$21,918, Deferred Maintenance (\$147,760), Developer Fees (\$166,206), School Facilities (\$65,050), Special

Reserve for Capital Outlay Projects (\$28,273), and Mello-Roos Capital Project (\$134,749).

Future years:

N/A

Funding source:

N/A

#### **Allotment of Time:**

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

#### Packet Information:

Budget revisions are included in the agenda packet.

#### Recommendation:

Accept budget revisions.

FUND 01 - GENERAL FUND			
Beginning Excess of Expenditures over Revenues		\$	(1,821,408)
Revenues			
Increase in LCFF due to change in gap funding (28.05% to 29.56%)	\$ 319,275		
Increase in mandated cost reimbursements (one-time)	718,014		
Increase in unrestricted lottery	45,283		
Increase in restricted lottery	42,780		
Increase in medi-cal reimbursements	60,453		
Increase in charter billings	40,570		
Increase in local restricted donations	30,000	•	
Decrease in miscellaneous revenues	(91)		
Total Increase in Revenues			1,256,284
Transfers In			
Increase transfers in from other funds			93,323
Total Increase in Revenues and Transfers In			1,349,607
Expenditures			
Net decrease for change in FTE, salary and benefits and savings from			
resignations	(38,064)		
Decrease in STRS (rate dropped from 9.5% to 8.88%)	(295,856)		
Decrease in Special Education billback from PCOE	(727,758)		
Increase for school services contract	30,000		
Increase in local restricted donations	30,000		
Increase for furniture and equipment for TK, special education growth and			
program changes	127,323		
Total Decrease in Expenditures		-	(874,355)
Revised Excess of Revenues over Expenditures			402,554
Adopted Beginning Fund Balance			12,771,654
Revised Ending Fund Balance		\$	13,174,208

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FUND 09 CHARTER SCHOOL		
Beginning Excess of Revenues over Expenditures	\$	97,424
Expenditures		
Increase in staffing/benefits and vacancy savings \$ 7,433		
Increase in utilities 750 Total Increase in Expenditures		8,183
Revised Excess of Revenues over Expenditures		89,241
Adopted Beginning Fund Balance		85,236
Revised Ending Fund Balance		174,477
FUND 13 CAFETERIA Beginning Excess of Revenues over Expenditures	\$	57,652
Expenditures  Decrease in staffing/benefits for food service workers and vacancy savings		(21,918)
Revised Excess of Revenues over Expenditures		79,570
Adopted Beginning Fund Balance	_	497,004
Revised Ending Fund Balance	_ <u>\$</u>	576,574
FUND 14 DEFERRED MAINTENANCE Beginning Excess of Revenues over Expenditures	\$	598,107
Transfer In	Ψ	
Increase transfer in from Fund 01 for charter contribution		26,531
Expenditures Carry forward of summer maintenance projects budgeted in 2013-14		174,291
Revised Excess of Revenues over Expenditures		450,347
·		
Adopted Beginning Fund Balance Revised Ending Fund Balance	\$	1,158,748 1,609,095
FUND 25 DEVELOPER FEES		
Beginning Excess of Revenues over Expenditures	\$	1,041,838
Expenditures Carry forward of summer growth projects budgeted in 2013-14		166,206
Revised Excess of Revenues over Expenditures		875,632
Adopted Beginning Fund Balance Revised Ending Fund Balance	\$	3,121,000 3,996,632
FUND 35 SCHOOL FACILITIES		
Beginning Excess of Revenues over Expenditures	\$	29,000
Transfer Out Transfer of non-capitalized expenditures to Fund 01		65,050
Revised Excess of Expenditures over Revenues		(36,050)
Adopted Beginning Fund Balance		2,429,360
Revised Ending Fund Balance	\$	2,393,310
FUND 40 SPECIAL RESERVE FOR CAPITAL OUTLAY PROJECTS Beginning Excess of Revenues over Expenditures	\$	3,700
Transfer Out Transfer of non-capitalized expenditures to Fund 01		28,273
Revised Excess of Expenditures over Revenues		(24,573)
Adopted Beginning Fund Balance		175,578
Revised Ending Fund Balance	\$	151,005
FUND 49 MELLO-ROOS Beginning Excess of Expenditures over Revenues	\$	(146,756)
Expenditures Increase for furniture and equipment for new classrooms at elementary schools		134,749
Revised Excess of Expenditures over Revenues		(281,505)
Adopted Beginning Fund Balance		16,388,221
Revised Ending Fund Balance	\$	16,106,716

#### **BOARD AGENDA BRIEFING**

Item 6.5 CONSENT Aug 6, 2014

SUBJECT:	Employm	ent Contract of the Superin	tendent	•"
DEPARTMENT:	Office of	the Assistant Superintende	nt – Human Resource	es
Background:				
at the direction of	the Board	of Trustees. This contract	is for three years (20	ision of the District, working 014 – 2017). It provides the in to all other management
Status:				
The employment of approval.	contract for	the Superintendent is being	g submitted to the gov	verning board for review and
Presenter:				
Colleen Slattery, A	Assistant Su	perintendent of Human Re	sources	
Financial Impact				
Current year: Future years: Funding source:	Gene	eral Fund		
Materials/Films:				
None				
Other People Wh	o Might Pr	esent:		
None				
Allotment of Time	e:			
Check one of the t	ollowing:	[] Consent Calendar	[X] Action Item	[] Information Item
Packet Information	on:			
Employment contr	act is availa	able to the public for review		

Approval of the contract for the Superintendent effective July 1, 2014.

Recommendation:

#### **BOARD AGENDA BRIEFING**

Item 6.6 CONSENT Aug 6, 2014

SUBJECT:

Award of Bid for Custodial Supplies for 2014-15 School Year

**DEPARTMENT: Senior Director - Facilities & Operations** 

#### Background:

Bids for the custodial supplies for the 2014-2015 school year were solicited by phone and advertisement in the newspaper and opened by the District on June 30, 2014 at 9:00 a.m.

#### Status:

Bids were received from:

Hillyard, Inc. Sac-Val Janitorial

Bids were reviewed by the Assistant Director of Facilities & Maintenance and the Senior Director of Facilities & Operations. All bidders except Sac-Val were determined to be incomplete or non-responsive. The reviewers were in agreement to recommend award to Sac-Val for the complete bid of \$171,397.38.

#### Presenter:

Sue Wesselius

#### Financial Impact:

Current year: \$171,397.38

Future years:

Funding source: General Fund

#### **Allotment of Time:**

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

#### **Packet Information:**

None

#### Recommendation:

Staff recommends approval of the bid for custodial supplies from Sac-Val Janitorial in the amount of \$171,397.38.

#### **BOARD AGENDA BRIEFING**

Item 6.7 CONSENT Aug 6, 2014

SUBJECT:

Approve Memorandum of Understanding (MOU), Facilities Use Fee Agreement and MOU for

Special Education Use of Facilities Between the Rocklin Unified School District (RUSD) and

the Rocklin Academy (RA) for 2014-15

**DEPARTMENT:** 

Office of the Deputy Superintendent, Business and Operations

#### Background:

**Memorandum of Understanding (MOU)**: The Charter Petition requires the Rocklin Academy Charter and the District to negotiate in good faith on an annual basis to develop an annual operational agreement.

**Facilities Use Fee Agreement**: This document and attachment explain the allocated use of district facilities and the calculations of the facilities use fees and operational service charges for the 2014-15 school year as agreed to in the Long Term Housing Agreement.

**Memorandum of Understanding – Special Education Use of Facilities:** This document explains the allocated use of facilities for Special Education services provided by RA.

#### Status:

Representatives of both entities have reviewed and agreed to the attached MOU and Facilities Use Fee Agreement for 2014-15, providing facilities and operational services as well as food services for Rocklin Academy Charter K-6 students at Ruhkala Elementary School. The major change is that they will be pay a pro rata share of costs for network and technology infrastructure support.

#### Presenter:

Barbara L. Patterson

**Financial Impact:** 

Current year:

Approximately \$240,607 (see Attachment A)

Future years:

Funding source:

Local

Materials/Films:

None

Other People Who Might Be Present: None

#### **Allotment of Time:**

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

#### **Packet Information:**

MOU, Facilities Use Fee Agreement and MOU for Special Education Use of Facilities with Rocklin Academy Charter.

#### Recommendation:

Administration recommends that the Board approve the MOU, Facilities Use Fee Agreement and MOU for Special Education Use of Facilities with Rocklin Academy Charter.

#### MEMORANDUM OF UNDERSTANDING FOR FISCAL YEAR 2014-15 BETWEEN ROCKLIN UNIFIED SCHOOL DISTRICT AND ROCKLIN ACADEMY (RA) (RUHKALA)

IEP Meeting Space.	Small conference room scheduled through front office. Parent's wait in RA's administration office
Psychologists Speech RSP OT/PT	Small conference room in the library
Nursing	RA's administration office
Adaptive PE	Rainy day space
The parties to this agreen below.	nent have duly executed it on the day and year set forth
Dated:	By:  Roger Stock, Superintendent  Rocklin Unified School District
Dated:	By: Phil Spears, Executive Director Rocklin Academy Charter School

# MEMORANDUM OF UNDERSTANDING BETWEEN THE ROCKLIN UNIFIED SCHOOL DISTRICT AND THE ROCKLIN ACADEMY 2014-15

#### **RECITALS**

#### CHARTER GRANTED TO ROCKLIN ACADEMY CHARTER SCHOOL

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

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

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

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

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

#### PURPOSE OF THIS AGREEMENT

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

#### 1. TERM

This agreement shall govern the 2014-15 fiscal year, July 1, 2014 - June 30, 2015 The Academy and District intend to use this agreement as the basis for developing similar understandings in future fiscal years, and both parties agree to meet and discuss the terms of this and future agreements in good faith and in a timely fashion. Both parties agree to make a good faith effort to notify the other party the changes that party seeks

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

On or before April 15, 2015, the Academy will present a tentative list, including students' names, grade levels, addresses and home school, of those students who will attend the Academy in August 2015.

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

#### 2. ACADEMY FINANCES:

- A. The Academy will maintain its accounts either in the County Treasury or at a federally-insured commercial bank or credit union. Funds will be deposited in non-speculative accounts including federally-insured savings or checking accounts or invested in non-speculative federally backed instruments.
- B. Current practice is that the Academy will provide, at its own expense, personnel to manage receipts and disbursements for The Academy through the AptaFund system. Current practice is that the Academy will handle payroll reporting and disbursements through the AptaFund system, but will continue to do PERS and STRS retirement reporting (if applicable), through the County Office of Education. This current practice shall continue unless otherwise agreed.
- C. The Academy's bookkeeper will reconcile The Academy's ledger(s) with its account in an approved banking institution or in the County Treasury on a monthly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement. The President of The Academy Board and Chair of the Fiscal committee will regularly review these statements. A "revolving" cash fund, not to exceed \$8,000 (\$100 may be petty cash) may be established with an appropriate ledger to be reconciled monthly by an onsite staff member, designated by the Academy Board, who shall not be authorized to expend petty cash.
- D. The District has no obligation to apply for additional sources of funding for the Academy unless required by law. However, if the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of, and for the benefit of the Academy, the District shall receive a portion of such funds as negotiated between the parties, or as provided by the specific funding source.
- E. The Academy must notify the District if it determines to secure loans apart from normal state subventions for charter schools, upon application, or renewal and prior to disbursement of funds. The potential lender(s) must be notified, in writing, with a copy to the District, that the District is not a party to the proposed loan, and that the District bears no responsibility for the repayment of the loan. Further, the Academy agrees to communicate with the District, prior to the finalization of the loan agreement. This communication with the District will provide information regarding the details of the loan,

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

#### 3. COMPENSATION TO DISTRICT FOR SUPERVISORIAL OVERSIGHT

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

- a. All activities related to the charter revocation and renewal processes, as described in Section 47607;
- b. Activities relating to monitoring the performance and compliance of the Academy with respect to the terms of its Charter, related agreements, and all applicable laws;
- Review of and timely response, but in no event more than 30 days, to the annual school performance report and related processes as outlined in Section 9 of the Academy's charter;
- d. Good faith efforts to develop any needed additional agreements to clarify or implement the charter,
- e. Participating in the dispute resolution process as described in Section 14 of the Charter.
- f. Identification of at least one Staff member as a contact person for the Academy.
- g. Visiting the Academy at least annually.

•

- h. Monitoring the fiscal condition of the Academy.
- i. Providing timely notification to the California Department of Education if any of the following circumstances occur:
  - · A renewal of the charter is granted or denied.
  - The charter is revoked.
  - The Academy will cease operation for any reason.

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

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

# 4. FACILITIES AND RELATED COSTS MAJOR FACILITIES MAINTENANCE AND REPLACEMENT COSTS

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

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

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

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

Detailed information about facility and related costs and major maintenance contribution cost calculations are contained in another document mutually agreed to by the Academy and the District, entitled <u>Facilities Use Agreement for Fiscal Year 2014-15</u>

Between Rocklin Unified School District and Rocklin Academy Charter fully incorporated by reference herein.

#### 5. FURNISHINGS AND EQUIPMENT

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

#### 6. TRANSPORTATION

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

#### 7. SPECIAL EDUCATION SERVICES

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

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

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

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

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

#### 8. FOOD SERVICES

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

#### 9. DATA REPORTING

#### A. AVERAGE DAILY ATTENDANCE

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

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

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

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

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

#### B. OTHER DATA

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

#### C. FINANCIAL REPORTING

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

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

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

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

#### 10. ANNUAL FISCAL AUDIT

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

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

#### 11. ANNUAL EMPLOYMENT CERTIFICATIONS

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

- a. All employees have had TB clearance.
- b. All certificated employees hold current and valid teaching credentials as of the date of the report.
- c. All employees have submitted fingerprints, and prior to employment, were found eligible to work for a public school.

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

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

The Academy will annually provide Bloodborne Pathogen Training to all of its employees.

#### 12. FISCAL ACCOUNTABILITY

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

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

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

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

All transactions will be posted in the general ledger in the AptaFund software that the Academy uses. The transactions will be posted in the ledger by an on-site bookkeeper at the Academy or a contracted bookkeeper.

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

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

#### 13. INSURANCE.

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

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

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

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

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

The Academy at its sole cost and expense shall require all its subcontractors and vendors whose duties require contact with students to submit fingerprints in accordance

with Education Code section 45125.1. Academy shall notify the District in writing no later than September 15 of each school year of Academy's compliance with this paragraph. Academy shall make employee fingerprint verification information available to the District upon request.

#### 15. STATEMENT OF FACTS ROSTER

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

#### 16. PUBLIC RECORDS ACT

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

#### 17. CONSTRUCTION AND SEVERABILITY

#### A. AMENDMENTS

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

#### **B. SEVERABILITY**

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

#### C. DISPUTE RESOLUTION

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

#### D. TERMINATION FOR CAUSE

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

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

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

#### 18. CONFLICTS

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

#### 19. NONDISCRIMINATION

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

#### 20. ASSIGNMENT

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

#### 21. ENFORCEMENT

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

#### 22. INDEPENDENT CONTRACTOR STATUS

The parties to this Agreement agree that the relationship between them created by this Agreement is that of an independent contractor, and not an employer/employee. No

agent, employee, or servant of the Academy shall be deemed to be an employee, agent or servant of the District, except as expressly acknowledged in writing by the District. No agent, employee, or servant of the District shall be deemed to be an employee, agent or servant of the Academy, except as otherwise expressly acknowledged in writing by the Academy. 23. ATTORNEYS FEES Except as provided for in Section 14 of the Charter, in any court action, or proceeding or arbitration arising out of this Agreement, and resulting in a judgment, court order or binding arbitrator decision the prevailing party shall be entitled to reasonable attorney's fees and costs. 24. **NOTIFICATIONS** All notices, requests, and other communications under this agreement shall be in writing and mailed to the proper addresses as follows: To the District at: Rocklin Unified School District, 2615 Sierra Meadows Dr., Rocklin CA 95677. To Academy at: Rocklin Academy, 660 Menlo Drive, Rocklin CA 95765. IN WITNESS WHEREOF, the parties to this agreement have duly executed it on the day and year set forth below. Dated: Roger Stock On behalf of the Rocklin Unified School District

BY

Phil Spears On behalf of the Rocklin Academy Charter School

Facilities Use Agreement for Fiscal Year 2014-15 between Rocklin Unified School District and Rocklin Academy Charter

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

#### 1. Teaching Space:

a. Per Long Term Housing Agreement.

#### 2. Non Teaching Space

#### a. Exclusive Use:

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

#### b. Shared Space:

- i. The following shared space will be available to the Academy as per the Long-Term Housing Agreement:
  - 1. Library usage = 1 hour per week per teacher (up to 14 teachers) which equates to 14 hours a week. The Academy will be required to pay for the library aide's time, and any repairs or replacement costs for lost or stolen books. The library aide cost charged will be the actual salary and benefits of the employee(s) assigned to this site. For budgeting purposes the estimated cost is \$10,980.
  - 2. For the 2014-15 school year, RA will not be using the computer lab.
  - 3. For the 2014-15 school year, RA will not be using the VAPA classroom.
  - 4. Space utilization for special education purposes will be defined in a separate memorandum of understanding as agreed to by representatives of both parties.
  - 5. Bathrooms will be shared, and will be open for all children when the school is open and school sponsored activities are occurring.

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

#### 3. Facilities Use Costs

a. The pro rata share amount will be calculated using actual facilities cost of the 2013-14 fiscal year and will be based upon the number of classrooms used by the Academy compared to the total number of all classrooms on the Ruhkala campus, excluding the computer lab, multiplied by the total square footage of buildings on the Ruhkala school site. It will be calculated once the District's books are closed. For budgeting purposes, the pro rata annual facilities use charge for the required facilities is estimated to be \$8,534. See Attachment A.

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

a. Maintenance, Operations and Grounds Costs will be calculated on District-wide actual costs and charged based upon the number of classrooms used by the Academy to the total number of all classrooms on the Ruhkala campus, excluding the computer lab, multiplied by the total square footage of buildings at Ruhkala compared to the total square footage of buildings district-wide (and for grounds, Ruhkala grounds' square footage compared to district-wide grounds' square footage, excluding blacktop square footage). In addition the Academy agrees to

pay 50% of an additional 8 hour custodian position. For budgeting purposes, the Academy's share of the costs is estimated to be \$167,656. See Attachment A. Charges based on actual costs will be billed.

#### 5. Major Maintenance

- a. The pro rata share amount for general major maintenance will be calculated at \$80 per 2013-14 P-2 ADA. The estimated amount is \$29,180. See Attachment A.
- b. The District agrees that all funds contributed by the Academy to the major maintenance account are to be deposited in a dedicated and restricted account for major maintenance repairs only.
- c. Annually, the District agrees to provide a list, with costs, of those projects completed in the District no later than September 15th of the subsequent year.
- d. If the District makes a budget transfer from the major maintenance account to another fund, the Academy will receive a proportional reduction of their contribution.

#### 6. Computers, Furnishings and Equipment

- a. The Academy shall comply with the District's policies regarding operation and maintenance of the school facility, furnishings and equipment. See Attachment A for contribution for use of library books. The library needs of the Academy will be given consideration in the selection of books and materials to be purchased and principals will work collaboratively on book purchases.
- b. The pro rata share amount of network and technology infrastructure support will be calculated based on the salaries and benefits of the system engineer team and administrative staff charged based on enrollment of the Academy to total enrollment of the Academy and the District. For budgeting purposes, the Academy's share of the costs is estimated to be \$19,256. See Attachment A. Charges based on actual costs will be billed.

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

Payment will be made in September of the following year, per the
 "Agreement Between Rocklin Unified School District and Rocklin Academy for Funding in Lieu of District Facilities Under Proposition 39"

for WSCA, in effect as of January 18, 2012. Payments made after September 30 will be subject to interest charges at the rate of 10% per annum, except for billings where there is a dispute or clarification of specific expenses that has been requested in writing and not yet received.

IN WITNESS day and year so		es to this agreement have duly executed it on th	e
Dated: Roger Stock or	BYBYBy_n behalf of the Rocklin	Unified School District	
Ü	•		
Dated:	BYBy	Academy Charter School	

# **ATTACHMENT A**

# Excluding Computer Tech / Supplies and Including Network & Technology Infrastructure Support (Using 0815-01+0815-02+0815-03) Rocklin Academy Facilities Requirements for 2014-15 RAC-I @ RUHKALA ELEMENTARY SCHOOL 2014-15 REVISED Budget used for MOU 7/17/14

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9,216 1,16% % of total classrooms used for 4,383 41.3		100K	
41.383	r facilities use charge		
	*8		
	Total Classrooms at Ruhkela (includes SDC mon pred as mouler		
	classroom by RUSD, VAPA mom and RSP		
50.05	room not used by RAC)	\$	
	Lose classrooms used for RAC Admin-Rm 1 & 5	8	
	Add portable room L		
	(previously preschool)		
	Unified School District for		
	regular classroom	1	1 In back by the 2 City portables (preschool and kids function)
!	Total classrooms used	2	
74.07	* excludes Computer Lab	\$	
Buildings Square Footage: Districtwide	1,269,917		
- Ruhkala	59,218		
Grounds (excluding blackto	p areas) Square Footage:		
Usundania 447,090 Ruhkela	90,000 2,48%		
080'			
9,917 0.35			
	inga Square Footago: Awfte ila rds (excluding blacklo Awfde	classroom by Kuž VAPA room and Ka PACA Admin-Kan 1 & RACA Admin-Kan 1 & Add portable room in gravicusty preschonow with the Rockin Christophe room in the classroom in the c	classroom by RUBU, VAPA room and RSP room not used by RAC) Less classrooms used for RAC Admit-Ren 1 & 6 Ad portable room L (previously preschoe) row used by Rocklin Unified Schoel District for regular classrooms used as regular classrooms • excludes Computer Lab  1.269,917 66 99,216 4.6954 8 (excluding blacktop areas) Square Footage: 14.6954 8 (excluding blacktop areas) Square Footage: 164 8 (60) 8

#### ATTACHMENT A

#### Rocklin Academy Facilities Requirements for 2014-15 RAC-I @ RUHKALA ELEMENTARY SCHOOL

Operational Charges

### 2014-15 REVISED Budget used for MOU 7/17/14

### **Excluding Computer Tech / Supplies** and Including Network & Technology Infrastructure Support (Using OB15-01+OB15-02+OB15-03)

		RAC's % of Square			RAC's Share of
Ruhkala	Total costs	Footage	RAC's % use		Costs
Custodial Sal/Ben	\$ 3,109,024	4.66	%	41.18%	
8 hr Custodian	52,832			50.00%	
Grounds Sal/Ben	988,277	2.46		41.18%	
Maintenance Sal/Ben	587,352	4.66	*	41.18%	11,271.21
Custodial Non Sal Exp	10,226			41.18%	
Grounds Non Sal Exp	2,805			41.18%	
Maintenance Non Sal Exp	25,585			41.18%	10,527.67
Utilities:				44 4001	00.004.04
Electricity	64,800			41.18%	
Water / Gas	18,740			41.18%	
Sewer / Garbage	16,350			41.18%	0,732.03
Internet Usage net of E-	0.004			41.18%	2,732.08
rate funding/Content Filter	6,634			41.18%	•
Security	1,200	•		41.1070	\$ 167,656.47
Total Estimated Costs	\$ 4,883,905				\$ 101,000,111
0		Dubleda	\$	8,534.07	
Summary of required fa			Š	187,858.47	
Summary of Operations	ai Charges at At	IIIRAIA		101,000.11	•
Total costs for faciliti	es and operatio	ns	\$	176,190.54	
Summary of additional	Costs:				
Agreed upon annual do		/ Books	\$	5,000.00	
Library Aide Salary & I	Benefits per agre	ement	S	10,980.00	
Network & Technology	Infrastructure S	Support			
Tech Services Salary &		\$ 615,21	1		
RAC-1 % (Based on En	rollment)	3.13	<u>%</u>		
,	•		<b>s</b>	19,256.12	
Use of Computer Lab	:				
Supplies	•		\$	-	No computer Lab in 2014-15
Amortization of Estimat	led Replacement	Cost		•	Temporarily Suspended
Computer Tech Salary	& Benefits per a	greement	\$	-	No computer Lab in 2014-18
Major Maintenance:		•			•
P-2 ADA		364.7	5		
X			×		*
\$80 per ADA		s 8	0		
Major Maint Charge to R	AC		_ s	29,180.00	_
TOTAL RAC-I (Facilities	s/Operations Co	sts & Add'l Costs)	\$	240,606.66	_
					=

## **BOARD AGENDA BRIEFING**

Item 6.8 CONSENT Aug 6, 2014

SUBJECT:

Approve Memorandum of Understanding (MOU), Facilities Use Fee Agreement and MOU for

Special Education Use of Facilities Between the Rocklin Unified School District (RUSD) and

the Rocklin Academy (RA) 2 for 2014-15

**DEPARTMENT:** 

Office of the Deputy Superintendent, Business and Operations

## Background:

**Memorandum of Understanding (MOU)**: The Charter Petition requires the Rocklin Academy Charter 2 and the District to negotiate in good faith on an annual basis to develop an annual operational agreement.

**Facilities Use Fee Agreement**: This document and attachment explain the allocated use of district facilities and the calculations of the facilities use fees and operational service charges for the 2014-15 school year as agreed to in the Long Term Housing Agreement.

**Memorandum of Understanding – Special Education Use of Facilities**. This document explains the allocated use of facilities for Special Education services provided by RA 2.

#### Status:

Representatives of both entities have reviewed and agreed to the attached MOU and Facilities Use Fee Agreement for 2014-15, providing facilities and operational services as well as food services for Rocklin Academy Charter 2 K-6 students at Rocklin Elementary School. The major change is that they will pay a pro rata share of costs for network and technology infrastructure support.

#### Presenter:

Barbara L. Patterson

Financial Impact:

Current year:

Approximately \$125,970 (see Attachment A)

Future years:

Funding source:

Local

Materials/Films:

None

Other People Who Might Be Present: None

## **Allotment of Time:**

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

#### Packet Information:

MOU, Facilities Use Fee Agreement and MOU for Special Education use of Facilities with Rocklin Academy Charter 2.

#### Recommendation:

Administration recommends that the Board approve the MOU, Facilities Use Fee Agreement and MOU for Special Education Use of Facilities with Rocklin Academy Charter 2.

# MEMORANDUM OF UNDERSTANDING BETWEEN THE ROCKLIN UNIFIED SCHOOL DISTRICT AND THE ROCKLIN ACADEMY 2 2014-15

# RECITALS

# CHARTER GRANTED TO ROCKLIN ACADEMY 2 CHARTER SCHOOL

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

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

WHEREAS, the District renewed the charter petition for Rocklin Academy ("Academy") on December 7, 2011 for a term of five (5) years through June 30, 2017; and

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

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

# PURPOSE OF THIS AGREEMENT

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

# 1. TERM

This agreement shall govern the 2014-15 fiscal year, July 1, 2014 - June 30, 2015. The Academy and District intend to use this agreement as the basis for developing similar understandings in future fiscal years, and both parties agree to meet and discuss the terms of this and future agreements in good faith and in a timely fashion. Both parties agree to make a good faith effort to notify the other party the changes that party seeks

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

On or before April 15, 2015, the Academy will present a tentative list, including students' names, grade levels, addresses and home school, of those students who will attend the Academy in August 2015.

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

# 2. ACADEMY FINANCES:

- A. The Academy will maintain its accounts either in the County Treasury or at a federally-insured commercial bank or credit union. Funds will be deposited in non-speculative accounts including federally-insured savings or checking accounts or invested in non-speculative federally backed instruments.
- B. Current practice is that the Academy will provide, at its own expense, personnel to manage receipts and disbursements for The Academy through the AptaFund system. Current practice is that the Academy will handle payroll reporting and disbursements through the AptaFund system, but will continue to do PERS and STRS retirement reporting (if applicable), through the County Office of Education. This current practice shall continue unless otherwise agreed.
- C. The Academy's bookkeeper will reconcile The Academy's ledger(s) with its account in an approved banking institution or in the County Treasury on a monthly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement. The President of The Academy Board and Chair of the Fiscal committee will regularly review these statements. A "revolving" cash fund, not to exceed \$6,000 (\$100 may be petty cash) may be established with an appropriate ledger to be reconciled monthly by an on site staff member, designated by the Academy Board, who shall not be authorized to expend petty cash.
- D. The District has no obligation to apply for additional sources of funding for the Academy unless required by law. However, if the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of, and for the benefit of the Academy, the District shall receive a portion of such funds as negotiated between the parties, or as provided by the specific funding source.
- E. The Academy must notify the District if it determines to secure loans apart from normal state subventions for charter schools, upon application, or renewal and prior to disbursement of funds. The potential lender(s) must be notified, in writing, with a copy to the District, that the District is not a party to the proposed loan, and that the District bears no responsibility for the repayment of the loan. Further, the Academy agrees to communicate with the District, prior to the finalization of the loan agreement. This

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

# 3. COMPENSATION TO DISTRICT FOR SUPERVISORIAL OVERSIGHT

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

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

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

From funds reserved pursuant to this paragraph, the Academy shall pay the District amounts needed to reimburse the District for its reasonably necessary oversight expenses, not to exceed one percent of the revenues listed above. The District shall

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

# 4. FACILITIES AND RELATED COSTS MAJOR FACILITIES MAINTENANCE AND REPLACEMENT COSTS

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

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

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

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

Detailed information about facility and related costs and major maintenance contribution cost calculations are contained in another document mutually agreed to by the Academy and the District, entitled <u>Facilities Use Agreement for Fiscal Year 2014-15 Between Rocklin Unified School District and Rocklin Academy Charter 2</u>, fully incorporated by reference herein.

# 5. FURNISHINGS AND EQUIPMENT

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

#### 6. TRANSPORTATION

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

# 7. SPECIAL EDUCATION SERVICES

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

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

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

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

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

# 8. FOOD SERVICES

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

# 9. DATA REPORTING

# A. AVERAGE DAILY ATTENDANCE

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

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

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

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

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

# B. OTHER DATA

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

# C. FINANCIAL REPORTING

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

- 1) A budget for the upcoming fiscal year showing estimated revenues and expenditures based on identified and reasonable assumptions before July 1.
- 2) A revised budget not later than 45 days after the Governor signs the annual Budget Act for that fiscal year.

- 3) Financial reports displaying the financial status of the Academy shall be prepared and submitted to the District based on the CDE calendar for Interim and Final Financial reports and display budgeted revenues and expenditures as compared with actual figures to date, along with projected year-end figures, by major category of revenue expenditure and will include assumptions made. Financial reports will be submitted to the District in formats established by the county and CDE and similar format to that required for Charter and public schools. Submission of such reports will be made to the District based on County established deadlines.
- 4) In accordance with Education Code section 42100(b), on or before September 15, the Academy shall approve, in a format prescribed by the Superintendent of Public Instruction, an annual statement of all receipts and expenditures of the Academy for the preceding fiscal year and shall file the statement with the District.
- 5) The Academy will provide monthly cash flow reports to the District.

#### 10. ANNUAL FISCAL AUDIT

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

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

# 11. ANNUAL EMPLOYMENT CERTIFICATIONS

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

- a. All employees have had TB clearance.
- All certificated employees hold current and valid teaching credentials as of the date of the report.
- c. All employees have submitted fingerprints, and prior to employment, were found eligible to work for a public school.

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

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

The Academy will annually provide Blood borne Pathogen Training to all of its employees.

# 12. FISCAL ACCOUNTABILITY

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

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

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

- a. The Academy Board must approve or ratify all purchase orders for an amount equal to or exceeding \$5,000 based upon whether it is consistent with the adopted budget and authorize the Academy Executive Director sign the check request form.
- b. The Academy Executive Director or principal may grant preliminary approval for purchase orders for an amount less than \$5,000 after prior review of the proposed expenditure to determine whether it is consistent with the adopted budget.

All transactions will be posted in the general ledger in the AptaFund software that the Academy uses. The transactions will be posted in the ledger by an on site bookkeeper at the Academy or a contracted bookkeeper.

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

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

# 13. INSURANCE

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

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

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

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

# 14. FINGERPRINT AND CRIMINAL RECORD SUMMARY SERVICES

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

# 15. STATEMENT OF FACTS ROSTER

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

# 16. PUBLIC RECORDS ACT

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

# 17. CONSTRUCTION AND SEVERABILITY

# A. AMENDMENTS

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

# **B. SEVERABILITY**

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

#### C. DISPUTE RESOLUTION

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

# D. TERMINATION FOR CAUSE

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

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

#### 18. CONFLICTS

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

## 19. NONDISCRIMINATION

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

#### 20. ASSIGNMENT

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

# 21. ENFORCEMENT

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

# 22. INDEPENDENT CONTRACTOR STATUS

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

# 23. ATTORNEYS FEES

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

# 24. NOTIFICATIONS

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

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

IN WITNESS WHEREOF, the parties to this agreement have duly executed it on the

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

day and year set forth t	pelow.	
Dated:	BY	
Roger Stock On behalf	of the Rocklin Unified School District	
Datada	D) /	
Dated:	BY	
Phil Spears On behalf	of the Rocklin Academy 2 Charter School	

Facilities Use Agreement for Fiscal Year 2014-2015 between Rocklin Unified School District and Rocklin Academy 2 Charter

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

# 1. Teaching Space:

a. Per Long Term Housing Agreement.

# 2. Non Teaching Space

# a. Exclusive Use:

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

# b. Shared Space:

- i. The following shared space will be available to the RA2 as per the Long-Term Housing Agreement:
  - 1. Library usage = 1 hour per week per teacher (up to 7 teachers) which equates to 7 hours a week in 2014-15. The RA2 will be required to pay for the library aide's time, and any repairs or replacement costs for lost or stolen books. The library aide cost charged will be the actual salary and benefits of the employee(s) assigned to this site. For budgeting purposes the estimated cost is \$5,166.
  - 2. For the 2014-15 school year, RA will not be using the computer lab.
  - 3. For 2014-15, the RA2 will not be using the VAPA classroom.
  - 4. Space utilization for special education purposes will be defined in a separate memorandum of understanding as agreed to by representatives of both parties.
  - 5. Bathrooms will be shared, and will be open for all children when the school is open and school sponsored activities are occurring.

- 6. Multi-purpose room and stage = 20 40 minutes a day for lunch. The RA2 staff will be responsible for supervising its students during the lunch period and is responsible for following all District policies and procedures in the use of this facility.
- 7. Playground = 45 minutes a day for recess, and 20 minutes for lunch recess. The RA2 staff will be responsible for supervision of its students during its use of the playground and field areas.
- 8. Access for other times during the school day and school year, when specialized space is not allocated by District formula, will be on a pro-rata basis. Access to specialized space during the school day and school year will not be subject to additional fees or costs.
- 9. Access to the rainy day P.E. room will be scheduled by the two principals for rainy day use.
- 10. Storage space This will be determined at a later date.

#### 3. Facilities Use Costs

a. The pro rata share amount will be calculated using actual facilities cost of the 2013-14 fiscal year and will be based upon the number of classrooms used by the RA2 compared to the total number of all classrooms used as classrooms on the Rocklin Elementary campus, excluding the computer lab, and the RSP room, multiplied by the total square footage of buildings on the Rocklin Elementary school site. It will be calculated once the District's books are closed. For budgeting purposes, the pro rata annual facilities use charge for the required facilities is estimated to be \$2,500. See Attachment A.

# 4. Maintenance, Operations and Grounds Costs

a. Maintenance, Operations and Grounds Costs will be calculated on District-wide actual costs and charged based upon the number of classrooms used by the RA2 to the total number of all classrooms used as classrooms on the Rocklin Elementary campus, excluding the computer lab and the RSP room, multiplied by the total square footage of buildings at Rocklin Elementary compared to the total square footage of buildings district-wide (and for grounds, Rocklin Elementary grounds' square footage compared to district-wide grounds' square footage, excluding blacktop square footage). In addition RA2 agrees to pay 25% of an additional 8 hour custodian position. For budgeting purposes, the RA2's share of the costs is estimated to be \$89,333. See Attachment A. Charges based on actual costs will be billed.

# 5. Major Maintenance

- a. The pro rata share amount for general major maintenance will be calculated at \$80 per 2013-14 P-2 ADA. The estimated amount is \$14,577. See Attachment A.
- b. The District agrees that all funds contributed by RA2 to the major maintenance account are to be deposited in a dedicated and restricted account for major maintenance repairs only.
- c. Annually, the District agrees to provide a list, with costs, of those projects completed in the District no later than September 15th of the subsequent year.
- d. If the District makes a budget transfer from the major maintenance account to another fund, the Academy will receive a proportional reduction of their contribution.

# 6. Computers, Furnishings and Equipment

- a. The RA2 shall comply with the District's policies regarding operation and maintenance of the school facility, furnishings and equipment. See Attachment A for contribution for use of library books. The library needs of the RA2 will be given consideration in the selection of books and materials to be purchased and principals will work collaboratively on book purchases.
- b. The pro rata share amount of network and technology infrastructure support will be calculated based on the salaries and benefits of the system engineer team and administrative staff charged based on enrollment of the Academy to total enrollment of the Academy and the District. For budgeting purposes, the Academy's share of the costs is estimated to be \$9,659. See Attachment A. Charges based on actual costs will be billed.

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

a. Payment will be made in September of the following year, per the "Agreement Between Rocklin Unified School District and Rocklin Academy for Funding in Lieu of District Facilities Under Proposition 39" for WSCA, in effect as of January 18, 2012. Payments made after September 30 will be subject to interest charges at the rate of 10% per

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

IN WITNESS day and year se	<del>-</del>	this agreement have duly executed it on th
Dated:	BY	<i>*</i>
Roger Stock or	n behalf of the Rocklin Uni	fied School District
Dated:	ВҮ	
Phil Spears on	behalf of the Rocklin Acad	lemy Charter School II

# ATTACHMENT A

# Rocklin Academy 2 Facilities Requirements for 2014-15 ROCKLIN ELEMENTARY SCHOOL

# **Operational Charges**

# 2014-15 REVISED Budget used for MOU 7/17/14

# **Excluding Computer Tech / Supplies**

# Including Network & Technology Infrastructure Support (OB15-01+OB15-02+OB15-03)

				•	+0875-02+087	o-U3)	
			Rocklin Elem	ı.'s % of			RAC 2's Share of
Rocklin Elem.	T	otal costs	Square Fo	otage	RAC 2's % use		Costs
Custodial Sal/Ben	\$	3,109,024		4.92%		21.21%	\$ 32,443.66
8 hr Custodian	•	58,532				25.00%	14,633.00
Grounds Sal/Ben		988,277		4,93%		21,21%	10.333.95
Maintenance Sal/Ben		587,352		4.92%		21.21%	6,129.21
Wallitellative Saliberi		307,332		7.0270			
Custodial Non Sai Exp		10,796				21.21%	2,289.83
Grounds Non Sal Exp		5,809	•			21.21%	1,232.09
Maintenance Non Sal Exp		26,991				21.21%	5,724.79
·		•					
Utilities:						21.21%	7,784.07
Electricity		36,700					•
Water / Gas		17,070				21.21%	3,620.55
Sewer / Garbage		17,290				21.21%	3,667.21
Internet Usage net of E-							. 4 040 77
rate funding		6,194				21.21%	1,313.77
Security		1,200				21.21%	
Total Estimated Costs	\$	4,865,235					\$ 89,426.65
Oursell of societies differ	-11142	on anoth of Ba	ablin Flom		\$	4.641.64	
Summary of required fac					\$	89,426.65	
Summary of Operational	ı Un	arges at Rock	iin Eiem.		<u> </u>	69,420.03	•
Total costs for facilitie	s an	d operations			\$	94,068.28	
Summary of additional C	Cost	8:					
Agreed upon annual d			v Books		\$	2.500.00	
Library Aide Salary & B					S	5,166.00	
Library Aide Salary & D	GHE	nta per agreem	CIIL		•	0,100.00	
Network & Technology I	nfra	structure Sup	port				
Tech Services Salary &	Ben	efits	\$	615,211			
RAC-II % (Based on En				1.57%			
					` <b>\$</b>	9,658.82	
Use of Computer Lab:					*	•	
Supplies					\$	_	NO Computer Lab in 2014-15
	D	anlagament Ca	not.		\$	_	(Temporarily Suspended)
Amortization of Estimate					\$	_	• • • • •
Computer Tech Salary 8	k Re	nents per agre	ement		Þ	•	NO Computer Lab in 2014-16
Major Maintenance:				400.04			
P-2 ADA				182.21			
X			•	60			
\$80 per ADA		_	\$	80	•	44 576 90	
Major Maint Charge to RA				4_\$	\$	14,576.80	•
Total RAC-II (Facilities/C	per	ations Costs (	& Additional C	osts)	\$ .	125,969.90	•

# ATTACHMENT A

# Rocklin Academy 2 Facilities Requirements for 2014-15

# ROCKLIN ELEMENTARY SCHOOL

# 2014-15 REVISED Budget used for MOU 7/17/14

# **Excluding Computer Tech / Supplies**

# Including Network & Technology Infrastructure Support

(OB15-01+OB15-02+OB15-03)	
Number of classrooms for Major	Number of classrooms for

		Maintenance calc.	M&O and Facility Use	% of total classrooms used*
	Rocklin Elementary Rocklin Academy 2	28 7		78.79% 21.21%
	*Total excludes RSP, SDC and VAPA rooms	33	33	100%
MAJOR MAINT: Total Square footage of Rocklin Elementary (Excludes RAC Admin and RAC K		% of classrooms for Deferred	% of classrooms for M&O	
(Rm39) RAC's % use	60,440 21.21% 12,821	Maintenance calc. 21.21%	and Facility Use 21.21%	
CUSTODIAL: Total Square footage of Rocklin Elementary RAC's % use	62,520 21,21% 13,262			
	13,202		Total Classrooms at Rocklin (Includes science room and ELD room used by RUSD and	
Estimated Cost per square foot districtwide		0.35	Rm 39 (K)-RAC Computer Lab Less Rm 18-RSP	37 · (1) (1)
			Less classrooms used for pysch/ OT/speech/and custodian (Rm 11) Less Rm 39-RAC (K)	(1) (1)
Facilities Use Costs for Rocklin Elem.		\$ 4,641.64	Total classrooms used as regular classrooms* * excludes RSP rooms	33
Actual facilities costs for 2012-13:  General Fund only:  Debt Service:  743	8 \$ -	Buildings Square Footage: Districtwide Rocklin Elem.	1,269,917 62,520 4,92%	
Total debt service	•	Grounds (excluding blacktop as Districtwide	3,651,716	
Furniture and Equip. 440	0 447,080	Rocklin Elem.	180,000 4.93%	•
Total estimated capital facilities costs in general Fd	\$ 447,080	- -		
Total square footage of district Estimated Cost per square foot	1,269,917 \$ 0.35			

# MEMORANDUM OF UNDERSTANDING SPECIAL EDUCATION USE OF FACILITIES FOR FISCAL YEAR 2014-15 BETWEEN ROCKLIN UNIFIED SCHOOL DISTRICT AND ROCKLIN ACADEMY 2 (RA2)

(ROCKLIN ELEMENTARY)

Small conference room in office to be scheduled through IEP Meeting Space. front office. Up to one half (1/2) day/week. Use room on a scheduled Psychologists. basis. Keep files in RA2's administrative area, not psych office. Room 37 or Room 11. RA2 provides instructional RSP. materials and storage. It is a portable activity and does not require a specialized Nursing space. Schedule psychologist's office for this purpose. Schedule Room 11 for OT space (Room next to Psych's OT/PT office) One day a week or equivalent in OT Room. Speech Wait until end of first week of school to begin scheduling. The parties to this agreement have duly executed it on the day and year set forth below. By: Roger Stock, Superintendent Rocklin Unified School District By: Dated:

Phil Spears, Executive Director Rocklin Academy Charter School

# **BOARD AGENDA BRIEFING**

Item 7.1 ACTION Aug 6, 2014

				<u> </u>				
SUBJECT:	Appoint A	ssistant Principal of Spring	View Middle School					
DEPARTMENT:	PEPARTMENT: Office of the Assistant Superintendent – Human Resources							
Background:								
as Principal at Spri	ing View. 1	he candidate selected for	the Assistant Princip	accepted a new assignment al position was one of eight y Cabinet on Tuesday, July				
Status:								
Staff has identified at Spring View Mid-			e for appointment as	the new Assistant Principal				
Presenter:								
Colleen Slattery, As	ssistant Su	perintendent of Human Re	sources					
Financial Impact:								
Current year: Future years: Funding source:	N/A N/A N/A							
Materials/Films:								
None								
Other People Who	Might Pre	esent:						
None								
Allotment of Time	:							
Check one of the fo	ollowing:	[] Consent Calendar	[X] Action Item	[] Information Item				
Packet Informatio	n:							
None								
Recommendation	•							

Approve appointment of the new Assistant Principal at Spring View Middle School.

# **BOARD AGENDA BRIEFING**

Item 7.2 ACTION Aug 6, 2014

SUBJECT:	Appoint A	Assistant Principal of Sunse	t Ranch Elementary S	School
DEPARTMENT:	Office of	the Assistant Superintende	nt – Human Resource	es -
Background:				
assignment within people applied	the Distric	ct. A thorough search has osition and seven cand	been completed to idates were interview	thool has accepted a new fill his position. Sixty-three ewed by two panels on on Friday, August 1, 2014.
Status:				
Staff has identified at Sunset Ranch E			e for appointment as	the new Assistant Principal
Presenter:				
Colleen Slattery, A	ssistant Su	perintendent of Human Re	sources	
Financial Impact:				
Current year: Future years: Funding source:	N/A N/A N/A			
Materials/Films:				
None				
Other People Wh	o Might Pro	esent:		
None				
Allotment of Time	<b>:</b> :			
Check one of the f	ollowing:	[] Consent Calendar	[X] Action Item	[] Information Item
Packet Information	on:			
None				
Recommendation	1:			

Approve appointment of the new Assistant Principal at Sunset Ranch Elementary School.

# **BOARD AGENDA BRIEFING**

**Item 7.3 ACTION** Aug 6, 2014

SUBJECT:

Approve Five Year Facilities Master Plan - 2014 Update

**DEPARTMENT:** Senior Director - Facilities & Operations

# Background:

In order to comply with requirements of the State Building Program and for the general use and information to the District, staff has been working with Economic & Planning Systems to update our Five Year Facilities Master Plan.

#### Status:

Economic & Planning Systems has prepared a "Facilities Master Plan - 2014 Update" for review and

Workshops held on September 18, 2013, November 6, 2013, and April 23, 2014.	
Presenter:	

Financial Impact:

Sue Wesselius

Current year: Future years:

Funding source:

Fund 25

Materials/Films:

None

Other People Who Might Be Present:

None

Allotment of Time:

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

[X] Information Item

Packet Information:

Facilities Master Plan 2014 Update.

Recommendation:

Staff recommends approval of the Five Year Facilities Master Plan – 2014 Update.

#### **BOARD AGENDA BRIEFING**

Item 7.4 ACTION Aug 6, 2014

SUBJECT:

Resolution 14-15- 02 — Rocklin Unified School District Approving the Community Facilities District (CFD) No. 1, Community Facilities District (CFD) No. 2 and Community Facilities District (CFD) No. 3 Tax Reports for Fiscal Year 2013-14 and Levying and Apportioning the Special Tax for

Fiscal Year 2014-15 as Provided Therein.

**DEPARTMENT:** 

Office of the Deputy Superintendent of Business and Operations

#### Background:

Annually, a representative from Economic Planning Systems presents a tax report with the tax rates proposed for the upcoming year to the Board.

#### Status:

Following the report, the Board will be requested to approve Resolution 14-15-02 levying the special tax for 2014-15 and approve the tax report.

#### Presenter:

Barbara Patterson

Financial Impact:

Current year:

\$8,175,021.98

Future years:

N/A

Funding source:

N/A

Materials/Films:

None

#### Other People Who Might Be Present:

Russ Powell, Economic Planning Systems

Allotment of Time:

5 - 10 Minutes

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

#### **Packet Information:**

A copy of the resolution and the 2014-15 Tax Report.

#### Recommendation:

Administration recommends approval of the tax report and adoption of Resolution 14-15-02 for levying and apportioning the Special Tax for fiscal year 2014-15.

# RESOLUTION NO. 14-15-02

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE ROCKLIN UNIFIED SCHOOL DISTRICT APPROVING THE COMMUNITY FACILITIES DISTRICT NO. 1, COMMUNITY FACILITIES DISTRICT NO. 2, AND COMMUNITY FACILITIES DISTRICT NO. 3 TAX REPORT FOR FISCAL YEAR 2014-15 AND LEVYING AND APPORTIONING THE SPECIAL TAX FOR FISCAL YEAR 2014-15 AS PROVIDED THEREIN

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

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

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

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

WHEREAS, on June 14, 1989, the Board enacted an ordinance approving the Rocklin Unified School District Community Facilities District No. 1 Tax Report, Fiscal Year 1989-1990 (the "CFD No. 1 Tax Report") levying the special tax at the rates specified in the CFD No. 1 Tax Report and apportioning them in the manner specified in the Resolution; and on July 22, 1991, the Board enacted an ordinance approving the Rocklin Unified School District Community Facilities District No. 2 Tax Report, Fiscal Year 1991-1992 (the "CFD No. 2 Tax Report") levying the special tax at the rates specified in the CFD No. 2 Tax Report and apportioning them in the manner specified in the Resolution; and

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

WHEREAS, the Rocklin Unified School District Community Facilities District No. 1 Tax Report Fiscal Year 2014-15 (the "2014-15 Tax Report") has been submitted to the Board and the Board has determined to approve the 2014-15 Tax Report; and the

Rocklin Unified School District Community Facilities District No. 2 Tax Report Fiscal Year 2014-15 (the "2014-15 Tax Report") has been submitted to the Board and the Board has determined to approve the 2014-15 Tax Report; and the Rocklin Unified School District Community Facilities District No. 3 Tax Report Fiscal Year 2014-15 (the "2014-15 Tax Report") has been submitted to the Board and the Board has determined to approve the 2014-15 Tax Report, and

WHEREAS, pursuant to Section 53340 of the Government Code of the State of California, the Board is authorized to levy the special tax at the rates specified in the 2014-15 Tax Report, subject to final verification of the taxable parcel data, provided that a certified copy of this Resolution and a list of all parcels subject to the special tax with the 2014-15 Tax Report to be levied on each parcel is filed with the Placer County Auditor on or before *August 10, 2014*, unless prior written consent is obtained from the Placer County Auditor to file at a date not later than *August 10, 2014*,

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

Section 1. The 2014-15 Tax Report, in the form submitted to this meeting and on file with the Board is hereby approved and adopted. The Superintendent of the District, or his designees, are hereby authorized to make changes to the 2014-15 Tax Report before it is filed with the Placer County Auditor as provided in Section 3 and to make changes in response to appeals from taxpayers in order to correct errors in the application of the special tax to particular parcels.

Section 2. Pursuant to Section 53340 of the Government Code of the State of California, a special tax is hereby levied at the rates specified in the 2014-15 Tax Report, as adjusted based upon the final verification of the taxable parcel data, and is hereby apportioned in the manner specified in the Resolution (and as more particularly described in the 2014-15 Tax Report).

Section 3. The Clerk of the District shall deliver a certified copy of this resolution together with a list of all parcels subject to the special tax levy with the 2014-15 Tax Report to the Placer County Auditor not later than *August 10*, 2014

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

PASSED AND ADOPTED by the Board of Trustees of the Rocklin Unified School District this 6th day of August 2014, by the following vote:

AYES: NOES:

ABSENT:

APPROVED:

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

ATTEST:

Clerk of the Board of the Rocklin Unified School District

# **CLERK'S CERTIFICATE**

I,, Secretar Unified School District, do hereby certify as foll	ry of the Board of Trustees of the Rocklin lows:
The foregoing resolution is a full, adopted at a special meeting of the Board of regular meeting place thereof on the 6th day of members of said Board of Trustees had due no present, and that at said meeting said resolution	f August 2014, of which meeting all of the otice and at which a majority thereof were
AYES:	
NOES:	
ABSENT:	
An agenda for said meeting was before said meeting at 2615 Sierra Meadows E freely accessible to members of the public, a appeared on said agenda.	s posted at least seventy-two (72) hours Drive, Rocklin, California 95677, a location and a brief description of said resolution
I have carefully compared the formeeting on file and of record in my office, and the of the original resolution adopted at said meeting	
Said resolution has not been ame of its adoption and the same is now in full force	nded, modified, or rescinded since the date e and effect.
Dated: August 6, 2014	
	Secretary of the Board of Trustees of the Rocklin Unified School District
[SEAL]	

# August 6, 2014

Honorable Board of Trustees Rocklin Unified School District State of California

Subject: Rocklin Unified School District

Community Facilities District No. 1, Community Facilities District No. 2, and

Community Facilities District No. 3

Levy of Special Tax for Fiscal Year 2014-15

Members in Session:

## **RECOMMENDATION**

It is recommended that you:

- 1) Consider the attached Rocklin Unified School District Community Facilities District No. 1, Community Facilities District No. 2, and Community Facilities District No. 3 Tax Reports for Fiscal Year 2014-15. The tax report has four exhibits: Special Tax Requirement Calculation, and Apportionment of the Special Taxes to Land Use Classifications for CFD No. 1, CFD No. 2, and CFD No. 3. These exhibits are supported by the three attached schedules.
- 2) Introduce and approve the Rocklin Unified School District Community Facilities District No. 1, Community Facilities District No. 2, and Community Facilities District No. 3 Tax Report for Fiscal Year 2014-15.

# **DISCUSSION**

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

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

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

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

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

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

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

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

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

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

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

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

To meet bond obligations for Series 1998 Refunding Bonds, Series 2001 Bonds, Series 2004 Bonds, CFD No. 1 Refunding 2007 Bonds, CFD No. 1 2007 Bonds, and CFD No. 2 Bonds, the District will seek Maximum Special Tax Revenues from CFD No. 1, CFD No. 2, and CFD No. 3 from veteran and non-veteran developed units and 25% of the Maximum Special Tax from undeveloped-approved units (also known as final map units). The District will not need to levy the back-up tax – 75% of the Maximum Special Tax on undeveloped-approved units to meet the Fiscal Year 2014-15 special tax requirement. Although the District has the right to levy the special tax on planned units (residential property without a final map), the District has elected not to tax these units this year and to avoid taxing such property in future years, if at all possible.

Exhibit 1 shows the combined Special Tax Requirement for CFD No. 1, CFD No. 2, and CFD No. 3 for FY 2014-15. The total special tax requirement for CFD No. 1 is \$6,285.410.70, \$819,723.66 for CFD No. 2, and \$1,069,887.62 for CFD No. 3. Exhibit 2 shows the apportionment of the Special Tax for CFD No. 1. Exhibit 3 shows the apportionment of the Special Tax for CFD No. 2. Exhibit 4 shows the apportionment of the Special Tax for CFD No. 3. The remainder of this discussion will describe how these summary Exhibits were calculated based on the supporting schedules.

Exhibit 1 lists all of the 2014-15 annual costs for CFD No. 1, CFD No. 2, and CFD No. 3. These costs include debt service on the Series 1998 Refunding Bonds, Series 2001 Bonds, Series 2004 Bonds, CFD No. 1 Refunding 2007 Bonds, CFD No. 1 2007 Bonds, and CFD No. 2 2007 Bonds, paying agent expenses, estimated CFD Administrative Costs, anticipated construction costs, funding the Project Fund, an allowance for contingencies and an allowance for delinquencies. For 2014-15, the total annual costs are \$8,175,021.98.

**Schedule 1** shows the current combined special tax fund balance and the remaining obligations of these funds for the 2013-14 fiscal year. Note that special tax revenues from the 2013-14 fiscal year are used to pay the September 1, 2014 principal and interest on

outstanding bonds. Special tax revenues not needed for payment of debt service will be used for other authorized costs of the CFD. In this case, the special taxes will be used to fund the construction of future school facilities, as required. The schedule shows that there will be no carryover balance available for the 2014-15 levy. The projected balance in the special tax fund as of September 30, 2014 will be zero.

Schedule 2 provides a more detailed breakdown of the \$111,751 in administrative costs.

Schedule 3 shows the status of the past special tax levies for CFD No. 1, CFD No. 2, and CFD No. 3 and provides the derivation of the 5% delinquency rate used in Exhibit 1.

The Rate and Method of Apportionment for CFD No. 1, CFD No. 2, and CFD No. 3 specifies the formula to annually set the levy for the special tax. The tax formula specifies that to meet the outstanding bond obligation, the tax will be levied at 100% of the tax rate on veteran and non-veteran developed parcels and 25% of the developed tax rate for Undeveloped Approved Parcels. (Parcels become Veteran after paying the special tax for five years as a developed parcel.) As of 2014-15 there are 5,847 single family veteran parcels and 2,534 multi-family veteran parcels in CFD No. 1. There are 803 single family veteran and 216 multifamily veteran units in CFD No. 2. In addition, there are 117 single family non-veteran and 63 multifamily non-veteran units in CFD No. 1. In CFD No. 2 there are 31 single family non-veteran and no multifamily non-veteran units.

CFD No. 3 has 802 single family veteran parcels and 435 multifamily veteran parcels. In addition, CFD No. 3 has 348 non-veteran developed parcels, and no multifamily non-veteran units.

The Special Tax Formula stipulates that parcels in CFD No. 1 are obligated to pay the Special Tax for 22 years from the time of building permit issuance. There are a total of 966 single family units and 188 multifamily units in CFD No. 1 that have fulfilled the Special Tax obligation and are no longer subject to the annual Special Tax. These parcels have been removed from the tax roll for FY 2014-15.

The special tax obligation for CFD No. 2 is 25 years, and for CFD No. 3 it is 30 years.

The tax formula further specifies that undeveloped approved parcels are subject to back-up maximum annual special tax equal to the Maximum Special Tax for developed parcels if revenues from developed parcels (both veteran and non-veteran) are insufficient to meet annual costs. (An undeveloped approved parcel is a parcel for which a final map has been recorded.) The Rate and Method of Apportionment has special tax rates for several other land use classifications, but there were no parcels identified for these classifications.

EPS evaluated the land uses within CFD No. 1, CFD No. 2, and CFD No. 3 as of June 1, 2014. This review identified the following taxable units:

	CFD	CFD	CFD	
<u>Taxable Unit Type</u>	<u>No. 1</u>	<u>No. 2</u>	<u>No. 3</u>	<u>Total</u>
Single Family Developed (Non-Veteran)	117	31	348	496
Single Family Developed (Veteran)	5,847	803	802	7,452
Multi-Family Developed (Non-Veteran)	63	0	0	63
Multi-Family Developed (Veteran)	2,534	216	435	3,185
Single Family Undeveloped Approved	95	33	52	180

The FY 2014-15 tax rate for single family developed units (with building permits) in CFD No. 1 and CFD No. 2 is \$862.64 and the tax rate for multifamily developed units (with building permits) is \$431.32. The FY 2014-15 tax rate for single family undeveloped approved parcels in CFD No. 1 and CFD No. 2 is \$215.66 per unit.

The FY 2014-15 tax rate for single family developed units in CFD No. 3 is \$774.98, and for multifamily developed units is \$387.54. The FY 2014-15 tax rate for single family undeveloped approved parcels in CFD No. 3 is \$193.86 per unit. Tax rates for all three CFDs were the same in all tax categories at the time CFD No. 3 was formed and first authorized to levy a tax in FY 2003-04. Since FY 2003-04, tax rates in CFD No. 1 and CFD No. 2 have been escalated at 3% annually. Tax rates in CFD No. 3 are escalated at 2% annually in accordance with the tax formula for CFD No. 3.

Based on the number of total taxable units shown above and the FY 2014-15 tax rates, the total special tax revenues from the Base Tax Levy excluding Veteran Parcels will be \$462,222 (Base Tax Levy means the revenues available before the addition of any back-up taxes.) Because these revenues are insufficient to cover Annual Costs for 2014-15, the District will tax the Veteran Parcels at their maximum. The District will not need to levy the back up special tax on Single Family Undeveloped Approved parcels.

The special tax for CFD No. 1 will be a line item on the property tax bill designated as the "Rocklin Unified School District Community Facilities District No. 1 Special Tax." The total special tax required to be collected for Fiscal Year 2014-15 is \$6,285,410.70, and will be apportioned among the various parcels based on the land use of each parcel as of June 1, 2014. Exhibit 2 shows the apportionment for Community Facilities District No. 1.

The special tax for CFD No. 2 will be a line item on the property tax bill designated as the "Rocklin Unified School District Community Facilities District No. 2 Special Tax." The total special tax required to be collected for Fiscal Year 2014-15 is \$819,723.66 and will also be

apportioned among the various parcels based on the land use of each parcel as of June 1, 2014. Exhibit 3 shows the apportionment for Community Facilities District No. 2.

The special tax for CFD No. 3 will be a line item on the property tax bill designated as the "Rocklin Unified School District Community Facilities District No. 3 Special Tax." The total special tax required to be collected for Fiscal Year 2014-15 is \$1,069,887.62 and will also be apportioned among the various parcels based on the land use of each parcel as of June 1, 2014. Exhibit 4 shows the apportionment for Community Facilities District No. 3.

Therefore, in support of the special tax collected on the 2014-15 property tax roll, it is my recommendation that the Board introduce and approve the tax reports today.

Sincerely,

Roger Stock Superintendent

#### Attachments

cc: Andrew Sisk, Placer County Auditor-Controller
Jenine Windeshausen, Placer County Treasurer-Tax Collector

#### Exhibit 1

## Rocklin Unified School District - Community Facilities Districts No. 1, No. 2, and No. 3 Tax Report - Fiscal Year 2014-15 Fiscal Year 2014-15 Special Tax Requirement (as of 6/1/2014)

Item		Amount
Anticipated Ending Balance in Special Tax Fund	- See Schedule 1	\$0,00
Annual Costs		
Estimated Debt Service on 1998 Refunding Bonds		
Due March 1, 2015		\$89,262.50
Due September 1, 2015		\$979,262.50
Estimated Debt Service on 2001 Bonds		
Due March 1, 2015		\$0.00
Due September 1, 2015		\$990,000.00
Estimated Debt Service on 2004 Bonds		
Due March 1, 2015		\$246,097.50
Due September 1, 2015		\$696,097.50
Estimated Debt Service on CFD 1 Refunding 2007 Bonds		
Due March 1, 2015		\$255,403.13
Due September 1, 2015		\$2,605,403.13
Estimated Debt Service on CFD 1 2007 Bonds		
Due March 1, 2015		\$80,100.00
Due September 1, 2015		\$530,100.00
Estimated Debt Service on CFD 2 2007 Bonds		
Due March 1, 2015		\$11,900.00
Due September 1, 2015		\$606,900.00
Estimated FY 2014-15 CFD Administrative Costs	- See Schedule 2	\$111,751.00
Allowance for Contingencies (10% of Estimated Admin. Costs	)	\$11.175.10
Allowance for Delinquencies (Assumes 5% of Tax Levy)	- See Schedule 3	\$408,751.10
Transfer to Project Fund		\$552,818.52
Total Annual Costs		\$8,175,021.98
Less Ending Balance in Special Tax Fund		\$0.00
Adjusted Total Annual Costs		\$8,175,021.98
Special Tax Requirement for CFD No. 1, CFD No. 2, and C	CFD No. 3	\$8,175,021.98
2013-14 CFD No. 1 Special Tax Requirement		\$6,285,410.70
2013-14 CFD No. 2 Special Tax Requirement		\$819,723.66
2013-14 CFD No. 3 Special Tax Requirement		\$1,069,887.62
Projected Reserve/(Shortfall)		\$0.00

Prepared by EPS. 142036 tax data 7/23/2014

#### Exhibit 2

## Rocklin Unified School District - Community Facilities District No. 1 Tax Report - Fiscal Year 2014-15 Apportionment of Special Tax by Land Use (as of 6/1/2014)

Land Use	Units As of 6/1/2014	Maximum Special Tax	Special Tax Revenue
Base Tax Levy			
(1) Developed Parcels			
Single Family	117	\$862.64	\$100.928.88
Duplex/Half Plex	0	\$646.98	\$0.00
Multi-Family	63	\$431.32	\$27,173.16
Mobile Home	0	\$215.66	\$0.00
(2) Undeveloped-Approved Parcels			
Single Family	95	\$215.66	\$20,487.70
Duplex/Half Plex	0	\$161.74	\$0.00
Mobile Home	0	\$53.91	\$0.00
(3) Undeveloped-Vacant Parcels	- not subject to tax until all o	ther tax groups are taxed at	max rates.
Subtotal - Base Levy Excluding Veteran I	Parcels		\$148,589.74
(4) Veteran Developed Parcels - Taxed at	100%		
Single-Family	5,847	\$862.64	\$5,043,856.08
Multi-Family	2,534	\$431.32	\$1,092,964.88
Total Base Tax Levy	8,656		\$6,285,410.70
Backup Tax Levy			
(1) Developed Parcels	- not subject to backup tax		
(2) Undeveloped-Approved Parcels			
Single Family	95	\$0.00	\$0.00
Duplex/Half Plex	0	S0.00	\$0.00
Mobile Home	0	\$0.00	\$0.00
(3) Undeveloped-Vacant Parcels	- not subject to tax until all o	ther tax groups are taxed at	max rates.
Total Backup Tax Levy			\$0.00
Total Tax Levy			\$6,285,410.70
Parcels that Fulfilled Special Tax Obligat	tion as of June 1, 2014		
Single-Family	966		
Multi-Family	188		
Total	1,154		

"RUSD\_CFD\_I"

Prepared by EPS. 142036 tax data 7/21/2014

Exhibit 3

# Rocklin Unified School District - Community Facilities District No. 2 Tax Report - Fiscal Year 2014-15 Apportionment of Special Tax by Land Use (as of 6/1/2014)

Land Use	Units As of 6/1/2014	Maximum Special Tax	Special Tax Revenue
Land Osc	A3 01 0/1/2014	Special Tax	Revenue
Base Tax Levy			
(1) Developed Parcels			
Single Family	31	\$862.64	\$26,741.84
Duplex/Half Plex	0	\$646.98	\$0.00
Multi-Family	0	\$431.32	\$0.00
Mobile Home	0	\$215.66	\$0.00
(2) Undeveloped-Approved Parcels			
Single Family	33	\$215.66	\$7,116.78
Duplex/Half Plex	0	\$161.74	\$0.00
Mobile Home	0	\$53.91	\$0.00
(3) Undeveloped-Vacant Parcels	- not subject to tax until all o	ther tax groups are taxed at	max rates.
Subtotal - Base Levy Excluding Veteran	Parcels		\$33,858.62
(4) Veteran Developed Parcels - Taxed at	100%		
Single-Family	803	\$862.64	\$692,699.92
Multi-Family	216	\$431.32	\$93,165.12
Total Base Tax Levy	1,083		\$819,723.66
Backup Tax Levy			
(1) Developed Parcels	- not subject to backup tax		
(2) Undeveloped-Approved Parcels			
Single Family	33	\$0.00	\$0.00
Duplex/Half Plex	0	\$0.00	\$0.00
Mobile Home	0	\$0.00	\$0.00
(3) Undeveloped-Vacant Parcels	- not subject to tax until all c	ther tax groups are taxed at	max rates.
Total Backup Tax Levy			\$0.00
Total Tax Levy			\$819,723.66

#### Exhibit 4

## Rocklin Unified School District - Community Facilities District No. 3 Tax Report - Fiscal Year 2014-15 Apportionment of Special Tax by Land Use (as of 6/1/2014)

Land Use	Units As of 6/1/2014	Maximum Special Tax	Special Tax Revenue
Base Tax Levy			
(1) Developed Parcels			
Single Family	348	\$774.98	\$269,693.04
Duplex/Half Plex	0	\$581.26	\$0.00
Multi-Family	0	\$387.54	\$0.00
Mobile Home	0	\$193.86	\$0.00
(2) Undeveloped-Approved Parcels			
Single Family	52	\$193.86	\$10,080.72
Duplex/Half Plex	0	\$145.44	\$0.00
Mobile Home	0	\$48.54	\$0.00
(3) Undeveloped-Vacant Parcels	- not subject to tax until all o	other tax groups are taxed at	max rates.
Subtotal - Base Levy Excluding Veteran I	Parcels		\$279,773.76
(4) Veteran Developed Parcels - Taxed at	0%		
Single-Family	802	\$774.98	\$621,533.96
Multi-Family	435	\$387.54	\$168,579.90
Total Base Tax Levy	1,637		\$1,069,887.62
Backup Tax Levy			
(1) Developed Parcels	- not subject to backup tax		
(2) Undeveloped-Approved Parcels			
Single Family	52	\$0.00	\$0,00
Duplex/Half Plex	0	\$0.00	\$0.00
Mobile Home	0	\$0.00	\$0.00
(3) Undeveloped-Vacant Parcels	- not subject to tax until all	other tax groups are taxed a	t max rates.
Total Dealess Tou Lass.			\$0.00
Total Backup Tax Levy			

"RUSD\_CFD\_3"

Prepared by EPS. 142036 tax data 7/21/2014

#### Schedule 1

## Rocklin Unified School District - Community Facilities Districts No. 1, No. 2, and No. 3 Tax Report - Fiscal Year 2014-15 Current Status of 2013-14 Levy

Item	Amount
Current Special Tax Fund Balance 6/30/14	\$7,301,318.00
Less Payables	\$0.00
Adjusted Special Tax Fund Balance	\$7,301,318.00
Special Tax Fund Obligation Prior to 2013-14 Tax Levy	
Debt Service on 1998 Bonds - Due September 1, 2014	\$974,265.63
Debt Service on 2001 Bonds - Due September 1, 2014	\$955,000.00
Debt Service on 2004 Bonds - Due September 1, 2014	\$664,297.50
Debt Service on Refunding CFD 1 2007 Bonds - Due September 1, 2014	\$2,575,903.13
Debt Service on CFD 1 2007 Bonds - Due September 1, 2014	\$472,800.00
Debt Service on CFD 2 2007 Bonds - Due September 1, 2014	\$623,900.00
Available for Transfer to the Project Fund	\$1,035,151.74
Total Remaining Obligations	\$7,301,318.00
Anticipated Ending Balance in Special Tax Fund 9/30/14	\$0.00

"14-15stat"

#### Schedule 2

## Rocklin Unified School District - Community Facilities Districts No. 1, No. 2, & No. 3 Tax Report - Fiscal Year 2014-15 Estimated Administration Costs

# Anticipated FY 2014-15 CFD Administrative Costs Placer County - Place Special Tax on Roll Economic & Planning Systems - Calculate Taxes, Maintain Parcel List, prepare Tax Report, and Record and Report on Tax Delinquencies RUSD Administrative Costs Technical Assistance (1) Total FY 2014-2015 Administrative Costs \$111,751

(1) EPS may hire a subconsultant to provide GIS presentations.

"admin"

Schedule 3
ROCKLIN UNIFIED SCHOOL DISTRICT - COMMUNITY FACILITIES DISTRICTS NO. 1, NO. 2, AND NO. 3
SPECIAL TAX COLLECTION AND DELINQUENCY RATES

			CFD No. 1			CFD No. 2			CFD No. 3			ombined CF	Ds
Fiscal Year Ending	_	Special Tax Levy	Delinquent Amount	Delinquency Rate									
1991	[1]	\$246,978	\$10,228	4.1%			••				\$246,978	\$10,228	4.1%
1992	[2]	\$642,364	\$44,673	7.0%	\$23,594	\$0	0.0%				\$665,958	\$44,673	6.7%
1993	įзi	\$831,619	\$63,727	7.7%	\$40,262	\$3,185	7.9%				\$871,881	\$66,912	7.7%
1994	[4]	\$1,105,484	\$36,887	3.3%	\$57,036	\$696	1.2%			••	\$1,162,520	\$37,583	3.2%
1995	(5)	\$1,328,261	\$53,493	4.0%	\$58,747	\$477	0.8%				\$1,387,008	\$53,970	3.9%
1996	[6]	\$1,463,027	\$20,169	1.4%	\$117,574	\$738	0.6%				\$1,580,601	\$20,907	1.3%
1997	[7]	\$1,537,070	\$38,494	2.5%	\$121,101	\$2,534	2.1%	••			\$1,658,171	\$41,028	2.5%
1998	[8]	\$1,568,306	\$37,796	2.4%	\$124,734	\$4,179	3.4%				\$1,693,040	\$41,975	2.5%
1999		\$2,166,148	\$17,020	0.8%	\$260,086	\$1,613	0.6%	••			\$2,426,234	\$18,633	0.8%
2000		\$2,199,066	\$22,809	1.0%	\$186,712	\$714	0.4%	••			\$2,385,778	\$23,523	1.0%
2001	[11]	\$3,353,063	\$29,085	0.9%	\$294,271	\$2,281	0.8%	••			\$3,647,334	\$31,366	0.9%
2002	[12]	\$3,749,445	\$70,344	1.9%	\$294,734	\$6,241	2.1%	••			\$4,044,179	\$76,585	1.9%
2003	[13]	\$4,280,658	\$47,117	1.1%	\$359,545	\$4,235	1.2%	••			\$4,640,203	\$51,352	1.1%
2004	[14]	\$4,856,130	\$69,804	1.4%	\$392,149	\$2,960	0.8%		••		\$5,248,279	\$72,764	1.4%
2005	[15]	\$5,139,854	\$48,783	0.9%	\$535,488	\$4,734	0.9%			••	\$5,675,342	\$53,517	0.9%
2006	[16]	\$5,331,763	\$134,418	2.5%	\$590,563	\$31,206	5.3%	\$44,902	\$648	1.4%	\$5,967,228	\$166,272	2.8%
2007	[17]	\$5,504,387	\$208,267	3.8%	\$609,309	\$34,380	5.6%	\$304,245	\$6,283	2.1%	\$6,417,940	\$248,930	3.9%
2008	[18]	\$5,683,795	\$180,239	3.2%	\$644,236	\$48,134	7.5%	\$548,651	\$18,636	3.4%	\$6,876,682	\$247,009	3.6%
2009	[19]	\$5,913,894	\$210,049	3.6%	\$703,657	\$32,149	4.6%	\$903,854	\$20,128	2.2%	\$7,521,405	\$262,326	3.5%
2010	[20]	\$6,064,579	\$236,937	3.9%	\$689,614	\$30,190	4.4%	\$821,956	\$20,046	2.4%	\$7,576,148	\$287,173	3.8%
2011	[21]	\$6,263,732	\$114,104	1.8%	\$710,874	\$13,030	1.8%	\$897,459	\$11,276	1.3%	\$7,872,064	\$138,410	1.8%
2012	[22]	\$6,458,803	\$96,814	1.5%	\$733,390	\$8,190	1.1%	\$900,614	\$7,850	0.9%	\$8,092,807	\$112,855	1.4%
2013	[23]	\$6,426,291	\$68,607	1.1%	\$758,031	\$7,420	1.0%	\$956,633	\$6,332	0.7%	\$8,140,954	\$82,358	1.0%
2014	[24]	\$6,194,089	\$60,203	1.0%	\$789,562	\$9,107	1.2%	\$1,025,163	\$7,978	0.8%	\$8,008,813	\$77,288	1.0%
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[1] As of June 1, 1991

[2] As of June 1, 1992

[3] As of June 20, 1993

[4] As of July 7, 1994

[5] As of July 11, 1995 [6] As of September 3, 1996 [7] As of June 30, 1997

[8] As of February 19, 1998

[9] As of July 7, 1999

(10) As of June 30, 2000

[11] As of July 2, 2001

[12] As of May 23, 2002

[13] As of July 20, 2003

[14] As of August 18, 2004

[15] As of August 8, 2005

[16] As of June 7, 2006

[17] As of June 7, 2007 [18] As of June 25, 2008 [19] As of June 7, 2009

[20] As of June 2, 2010

[21] As of June 1, 2011

[22) As of June 1, 2012. [23] As of May 30, 2013.

[24] As of May 30, 2013.

Source: Placer County Auditor-Controller and Economic & Planning Systems, Inc.

#### **ROCKLIN UNIFIED SCHOOL DISTRICT**

#### **BOARD AGENDA BRIEFING**

Item 7.5 ACTION Aug 6, 2014

SUBJECT:

Approval of Resolution 14-15-03 - A Resolution Adopting a Declaration of Need for

Fully Qualified Educators for the 2014-15 School Year

**DEPARTMENT:** 

Office of the Assistant Superintendent - Human Resources

#### Background:

The Declaration of Need for Fully Qualified Educators was designed by the Commission on Teacher Credentialing to inform board members regarding the estimated number of educators serving in the district who are not fully credentialed in their subject matter.

#### Status:

Approval of the resolution will enable the District to submit the Declaration of Need for Fully Qualified Educators to the Commission on Teacher Credentialing, thus, be eligible to apply for emergency or limited assignment permits when necessary.

#### Presenter:

Colleen Slattery, Assistant Superintendent of Human Resources

	Fin	an	cial	l Im	na	ct
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**ROLL CALL VOTE REQUIRED** 

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

[X] Action Item

[] Information Item

#### **Packet Information:**

Resolution 14-15-03

#### Recommendation:

Staff recommends approval of Resolution 14-15-03, authorizing submission of a Declaration of Need for Fully Qualified Educators for the 2014-15 school year.

## RESOLUTION 14-15-03 BEFORE THE BOARD OF TRUSTEES OF THE ROCKLIN UNIFIED SCHOOL DISTRICT

In the Matter of: A RESOLUTION ADOPTING A DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS FOR THE 2014-15 SCHOOL YEAR

The following RESOLUTION was duly adopted by the Board of Trustees of the Rocklin Unified School District at a regular meeting held on the 6<sup>th</sup> day of August 2014 by the following vote on roll call:

	AYES:	
	NOES:	
	ABSENT:	
Signed and app	roved by me after its passage.	
ATTEST:		President, Board of Trustees
Clerk, Board of	Trustees	

WHEREAS, THE COMMISSION ON TEACHER CREDENTIALING requires the governing board of school districts to annually adopt a Declaration of Need for Fully Qualified Educators at a regularly scheduled public meeting when there is an insufficient number of certificated persons who meet the district's specified employment criteria; and

WHEREAS, ROCKLIN UNIFIED SCHOOL DISTRICT has undertaken necessary recruitment efforts to locate and recruit individuals who hold the required employment criteria for the 2014-15 school year; and

WHEREAS, ROCKLIN UNIFIED SCHOOL DISTRICT anticipates the need to request issuance of emergency or limited assignment permits in various subject areas for teachers meeting the requirements under Title 5;

NOW, THEREFORE, BE IT RESOLVED, that the ROCKLIN UNIFIED SCHOOL DISTRICT, at a meeting held on August 6, 2014, hereby adopts the Declaration of Need for Fully Qualified Educators allowing the issuance of emergency and limited assignment permits when necessary for the 2014-15 school year.



State of California Commission on Teacher Credentialing Certification, Assignment and Waivers Division 1900 Capitol Avenue Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov Website: www.ctc.ca.gov

### DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for yea	r: <u>2014-15</u>	
Revised Declaration of Need for year		
FOR SERVICE IN A SCHOOL DISTRICT		
Name of District: Rocklin Unified		District CDS Code: 75085
Name of County: Placer		County CDS Code: 31
By submitting this annual declaration, the	e district is certifying the following	g:
<ul> <li>A diligent search, as defined belo</li> </ul>	ow, to recruit a fully prepared teac	ther for the assignment(s) was made
<ul> <li>If a suitable fully prepared teacher to recruit based on the priority sta</li> </ul>		strict, the district will make a reasonable effort
held on 08 / 06 / 14 certifying that t	here is an insufficient number of ition(s) listed on the attached for	ration at a regularly scheduled public meeting certificated persons who meet the district's m. The attached form was part of the agenda,
Enclose a copy of the board agenda	item	
With my signature below, I verify that the force until June 30, 2014.	ne item was acted upon favorably	by the board. The declaration shall remain in
Submitted by (Superintendent, Board Sec	cretary, or Designee):	
Roger Stock	2	Superintendent
Name (916) 630-4894	Signature (916) 630-2225	Title 8/7/2014
Fax Number	Telephone Number	Date
2615 Sierra Meadows Dr., Rockl		
rstock@rocklin.k12.ca.us	Mailing Address	
10100K(@)100Kiii1.K12.00.00	EMail Address	
FOR SERVICE IN A COUNTY OFFICE	OF EDUCATION, STATE AGEN	CY OR NONPUBLIC SCHOOL OR AGENCY
Name of County		County CDS Code
Name of State Agency		
Name of NPS/NPA		County of Location
The Superintendent of the County Office NPS/NPA specified above adopted a deannouncement that such a declaration we persons who meet the county's, agency 's attached form.	eclaration on/, ould be made, certifying that there	at least 72 hours following his or her public e is an insufficient number of certificated
The declaration shall remain in force unt	il June 30,	
Enclose a copy of the public announce		

CL-500 5/12 Page 1 of 3

Name	Signature	Title
Fax Number	Telephone Number	Date
	Vailing Address	
	Mailing Address	
	EMail Address	
This declaration must be on file will issued for service with the employing		redentialing before any emergency permits will be
AREAS OF ANTICIPATED NEED FOR	R FULLY QUALIFIED EDUCATO	DRS
the employing agency estimates it will	need in each of the identified are	s, please indicate the number of emergency permits eas during the valid period of this Declaration of for the type(s) and subjects(s) identified below.
This declaration must be revised by the exceeds the estimate by ten percent. B		al number of emergency permits applied for vision.
Type of Emergency Permit	t	Estimated Number Needed
CLAD/English Learner Autholds teaching credential)	horization (applicant already	5
Bilingual Authorization (apported credential)	plicant already holds teaching	
List target language(s) for	or bilingual authorization:	
Resource Specialist		
Teacher Librarian Services		
Visiting Faculty Permit		<del></del>
baccalaureate degree and a professiona	al preparation program including eds and projections of enrollmen	t, please indicate the number of Limited
TYPE OF LIMITED	ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject		0
Single Subject		2
Special Education		4

Page 2 of 3

6

TOTAL

#### **EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to <a href="https://www.cde.ca.gov">www.cde.ca.gov</a> for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved intern program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

#### EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?	Yes	∑No
If no, explain. Insufficient need to implement our own program		
Does your agency participate in a Commission-approved college or university intern program?	Yes	No
If yes, how many interns do you expect to have this year? 3-4		
If yes, list each college or university with which you participate in an inte National University; Chapman/Brandman; University of Phoe		Sacramento;
William Jessup; Project Impact (Placer County); Humboldt U	niversity	
If no, explain why you do not participate in an intern program.		

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## PENDING BOARD AGENDA ITEMS

August 2014

Agenda Item	Administrator	Board Meeting
Approve Quarterly Report on Williams Uniform Complaints	Sigman	July
Resolution Delegating Barbara Patterson as Representative and Roger Stock as Alternate Representative to Joint Powers Board for SIG	Patterson	July
Approve Expulsion Hearing Panel for Upcoming School Year	Sigman	June/July
Approve Non-Public School and Agency Master Contracts for the Upcoming School Year	Sigman	July
Summer School Report	Sigman/Staff	August
Yearly Adoption of Tax Report for CFD No. 1 and No. 2 (not needed in 2009)	Patterson	July/August
Information and Related Actuarial Reports on Workers' Compensation Claims & Health/Welfare Benefits for Retired Employees After 65 (not needed in 2009)	Patterson	August
Biannual Review BP 9270 - Conflict of Interest	Patterson	August 2014
School Readiness Report	Sigman/Staff	August (1st Mtg)
Approve District Certification of Unaudited Actuals	Patterson	August/September
Resolution Establishing Appropriation Limitation (Gann)	Patterson	August/September
Hold Public Hearing and Approve Resolution Affirming Sufficient Textbooks and Instructional Materials (post Notice of Public Hearing 10 days in advance; required by the 8 <sup>th</sup> week of the start of school)	Sigman	September/October
Student Assessment Report (API)	Sigman/Staff	September/October
Approve Quarterly Report on Williams Uniform Complaints	Sigman	October
Set Date for Annual School Board Organizational Meeting	Stock	November/December
First Interim Report	Patterson	December
Organizational Board Meeting/Special Presentation to Board President	Stock	December
Audit Report	Patterson	December
Schedule Goal Setting Workshop	Stock/Staff	January
Approve Quarterly Report on Williams Uniform Complaints	Sigman	January
*LCAP Public Hearing	Sigman	January
Budget Assumptions & Priorities	Patterson	February

Review Possible Negotiation Issues and Establish Direction from the Board for District's Proposal (closed session)	Slattery	February
Identify Teachers for Non-Reelection; Prepare Letters of Notification (March 1st Mtg - Closed Session)	Slattery	February (2 <sup>nd</sup> Mtg)
Present Draft School Year Calendar (two years out)	Slattery	March
*Facilities-Use Policy/Practice and Schedule of Fees	Wesselius	May
Sierra College Report (Rocklin Graduates)	Sigman	March/April
Approve School Year Calendar (two years out)	Slattery	March
Annual Board Action Regarding Distribution of Non- Reelection Letters	Slattery	March (1st Mtg)
Finalize District's Proposal and Prepare for Sunshining Process	Slattery	March (1st Mtg)
Notify the Board in writing by April 1; complete Performance Evaluation for the Superintendent, per contract schedule	Stock/Board	March
Approve Annual Resolution Authorizing the Release of Free/Reduced Lunch Information for STAR Testing	Sigman	March
Consolidated Application (Part 2)	White/Huffines	March
Certification of Temporary Athletic Team Coaches	Slattery	March
Approve Second Interim Report	Patterson	March
Special Education Update	Cambra	March
Approve Safe School Plans (Action Item)	White/Huffines	March (2nd Mtg)
*Canine Drug Dog Report	Sigman	May
Budget Update/Information	Patterson	March/April
Annual Personnel Update – Renewal of Contracts for Site Administrators (Closed Session)	Sigman	April
Approve Quarterly Report on Williams Uniform Complaints	Sigman	April
Annual Review of Master Plan/Nexus Study (Bi-annual-even numbered years)	Wesselius	April/May
Developer Fee Update (Bi-annual-even numbered years)	Wesselius	April/May
Review/Plan Strategic Priorities for Upcoming School Year	Sigman/Stock	April/May
Approve Summer School Principals Contingent on State Funding (include on Certificated Personnel Report)	Sigman	April/May
Review of BP/AR 5116.1 – Intradistrict Open Enrollment as required by Ed Code 35160.5 (must be completed by July 1)	Sigman	May/June

Approve Waivers for Special Education Students Who Passed the Math Portion of the CAHSEE With Modifications	Cambra/Sigman	May
Provide Retiree Benefit Update	Patterson	May
Present Tentative Budget and Budget Priorities	Patterson	May
Classified Categorical Layoff (if necessary)	Slattery	May
Final Board Action Regarding Administrative Reassignments or First Year Prob/Temp Teachers	Slattery	May
Approve CIF Representatives for Upcoming School Year	Stock	May/June
Special Recognition to Student Representatives	Stock/Staff	May (2 <sup>nd</sup> Mtg)
Approve Board Meeting Dates for Upcoming School Year	Stock	May/June
Approve Resolution for Interfund Transfers of Special or Restricted Fund Monies	Patterson	May
Complete Superintendent's Performance Evaluation and Update Contract	Stock/Board	May/June
Resolution Authorizing End-of-Year Budget Transfers (Consent Calendar)	Patterson	June
Resolution Delegating Certain Contracting Powers to the Superintendent or Designee (Consent Calendar)	Wesselius	June
Approve Consolidated Applications (Part 1/Part 2)	White/Huffines	June
Hold Public Hearing and Approve Final Budget	Patterson	June
Authorization to Dispose of Surplus Property	Wesselius	June
Approve Single Plan for Student Achievement (previously known as School Improvement Plan)	White/Huffines	June
EPA Spending Plan	Patterson	June
Summer School Program Report	Sigman/Staff	July/August

<sup>\*</sup>Denotes a non-annual/one-time only agenda item.