

BOARD MEETING NOTICE AND AGENDA

EL RANCHO UNIFIED SCHOOL DISTRICT

Regular Meeting of the Board of Education
Conducting the District's Business in Public

**Pico Rivera City Hall
6615 Passons Boulevard
Pico Rivera, CA 90660**

July 11, 2013

Closed Session – 6:00 p.m.

Open Session – 7:30 p.m.

Persons in the audience during the meeting of the Board of Education are asked to not talk during presentations or the meeting. If conversation needs to take place, please do so outside of the Board Meeting so as not to disrupt others or the meeting. *Please make sure your cell phone is turned off or silenced at this time.*

AGENDA

1. CALL TO ORDER

The meeting was called to order by _____, President, at _____ p.m.

1.1 ROLL CALL – Members of the Board of Education

Delia Alvidrez, President
Rita Jo Ramirez, Vice President
Rachel Canchola, Clerk
Alfred Renteria, Jr., Member
Dr. Joseph Rivera, Member

1.2 ROLL CALL – Members of the Administrative Cabinet

Martin Galindo, Superintendent
Roxane Fuentes, Assistant Superintendent, Educational Services
Mark Matthews, Director, Human Resources
Leticia Covarrubias, Chief Business Officer, Business Services

2. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION

Closed Session is conducted in accordance with applicable sections of California law. Closed Sessions are not open to the public. If additional time is required, the Board will reconvene Closed Session at the end of the regular meeting.

- 4.1 Public Employment Discipline/Dismissal/Release (Pursuant to Government Code §54957)
- 4.2 Conference with Labor Negotiators (Pursuant to subdivision (a) of Government Code § 54957.6) Agency Designated Representative: Mark Matthews, Director, Human Resources
Employee Organizations: ERFT/CSEA/ERASA/Other Unrepresented Employees

5. RECONVENE IN OPEN SESSION – 7:30 p.m.

5.1 PLEDGE OF ALLEGIANCE

RECORDER Sandy Watkins
INTERPRETER Herlinda Acevedo
VISITORS Register No. 01-2013/2014

6. ADOPTION OF AGENDA

Recommendation is made that the Agenda be adopted as submitted.
(Reference pages 1-27)

M _____ S _____ Vote _____

7. AWARDS AND RECOGNITIONS

This is the time on the agenda when the Board recognizes personnel, school(s), and/or District programs.

- 7.1 Recognition of Cristian Roldan, National Soccer Player of the Year
(Reference page 28)
- 7.2 Recognition of El Rancho High School Varsity Baseball Team
(Reference page 29)
- 7.3 Recognition of 213 Whittier Daily News Coaches of the Year, Dominic Picon and Frank Llanes
(Reference page 30)

8. PUBLIC ANNOUNCEMENT OF ACTIONS TAKEN IN CLOSED SESSION

9. **PUBLIC COMMENTS – ITEMS NOT ON THE AGENDA** (Yellow speaker’s card)
*Public Comments is the time when members of the audience may address the Board on matters **not listed on the agenda**. Please be aware that Government Code 54954.2 prohibits the Board from taking action at this meeting if the item does not already appear on the posted agenda. In the interest of time, your remarks will be limited to three (3) minutes. We ask that you confine your comments to new ideas to avoid repeating what has already been said. Comments on the same topic will be limited to a maximum of fifteen (15) minutes. Please do not refer to students, employees, parents, or other individuals in a derogatory or potentially offensive manner.*
10. **BOARD OF EDUCATION ANNOUNCEMENTS AND ACKNOWLEDGEMENTS**
Board Members have the opportunity to report and discuss information regarding conference attendance, committee updates, and other District-related activities/observations.
11. **SUPERINTENDENT’S REPORT**
The Superintendent reports to the Board of Education on relevant educational issues, participation in, and attendance at seminars, conferences, and District activities.
12. **CONSENT AGENDA**
All matters listed under the Consent Agenda are those on which the Board has previously deliberated or that can be classified as routine items of business. There will be no separate discussion of these items prior to the time the Board of Education votes on the motion unless members of the Board, staff, or public request specific items to be discussed or pulled from the Consent items (per Bylaws of the Board 9322). It is understood that the Administration recommends approval on all Consent Items. Each Item on the Consent Agenda approved by the Board of Education shall be deemed to have been considered in full and adopted as recommended.

HEARING SESSION: (Blue speaker’s card)

*This is the time when members of the audience may speak to any item **on the CONSENT AGENDA only**. Your remarks will be limited to three (3) minutes. **Please note that questions from the public on personnel and/or IEP-related items cannot be accommodated due to confidentiality requirements.***

The Board President will call for a motion and a second to open Board discussion on the Consent Agenda. Consent Items are voted on by a single motion. Board Members or the Superintendent may withdraw items for further discussion and separate action.

M _____ S _____

12.1 SUPERINTENDENT’S OFFICE – Martin Galindo: 801-5199

- A. Approve the Minutes of the Board of Education’s Special Meetings held June 4, 2013, June 8, 2013 and June 26, 2013 and the Regular Meeting held June 13, 2013.
(Reference pages 31-75)

12.1 SUPERINTENDENT'S OFFICE – Martin Galindo: 801-5199

- B. Approve amendment of Board Item No. 16.3 A, approved June 13, 2013, Resolution No. Amend Board Item No. 16.3 A, approved June 13, 2013, Resolution No. ~~36~~ **40**-2012/2013, per Education Code section 60242.5, which requires each school district to provide a written assurance to the State Superintendent of Public Instruction that all purchases of instructional materials made with allocations from the State Instructional Materials Fund for fiscal year 2012-2013 conform to the State Board of Education regulations.

(Reference page 76)

- C. Approve amendment of Board Item No. 14.1 E, approved June 13, 2013, Board of Education institutional memberships of approximately ~~\$15,035.00~~ **\$15,225.00** as recommended for the 2013/2014 fiscal year, payable from Board Dues and Memberships General Fund account.

(Reference page 77-78)

- D. Approve amendment of Board Item No. 14.1 D, approved June 13, 2013 for attendance of Board Members, administration, and staff to any meeting or conference scheduled by the associations during the 2013/2014 fiscal year, in accordance with Board Policy 4133, with cash advances and necessary expenses payable from budgeted General Funds, Cafeteria Funds, and other restricted funds as appropriate.

(Reference pages 79-80)

12.2 DIVISION OF STUDENT SERVICES – : 801-4810

- A. Approve/ratify attendance to 2012/2013 and 2013/2014 Special Education Legal Consortium Conference, presented by the *Lozano Smith Attorneys at Law* held on October 2, 2012; March 5, 2013; October 3, 2013 and March 6, 2014, in West Covina and Whittier, CA. Five (5) certificated El Rancho Unified School District employees will attend. Total estimated expenditure of \$1,075.26 is payable from the Medi-Cal MAA funds.

(Reference page 81)

- B. Approve/ratify Master Contract and Individual Service Tuition Agreement between El Rancho Unified School District and *JBA Institute, LLC*. An El Rancho Unified School District student is to receive services from this agency from July 1, 2013 to June 30, 2014, in accordance with Public Law 108-446; Education Code Sections 56035, 56365-56366 and 56740. Total expenditure of \$160,000.00 is payable through the Federal & State Special Education Funds.

(Reference page 82)

12.2 DIVISION OF STUDENT SERVICES – : 801-4810

C. Amend board approved item 14.2 C, approved June 13, 2013, for a service agreement with *Educational Based Services (EBS)* for the 2013/2014 school year to provide four three Speech-Language Pathologists, effective August 15, 2013 through June 6, 2014. Total expenditure of \$390,000.00 ~~\$294,525.00~~ is payable from the Federal and State Special Education Funds.

(Reference page 83)

D. Approve Master Contract between El Rancho Unified School District and *Educational Based Services (EBS), a Non-public Agency*. El Rancho Unified School District students are to receive speech and language services from this agency from July 1, 2013 to June 30, 2014 in accordance with Public Law 108-446; Education Code Sections 56035, 56365-56366 and 56740. Total expenditure of \$7,500.00 is payable through Federal & State Special Education Funds.

(Reference page 84)

E. Approve/ratify Master Contract and Individual Service Tuition Agreement between El Rancho Unified School District and *Autism Spectrum Therapies*. An El Rancho Unified School District student is to receive services from this agency from July 1, 2013 to June 30, 2014, in accordance with Public Law 108-446; Education Code Sections 56035, 56365-56366 and 56740. Total expenditure of \$35,550.00 is payable through the Federal & State Special Education Funds.

(Reference page 85)

F. Approve/ratify Master Contract and Individual Service Tuition Agreements between El Rancho Unified School District and *Whittier Area Parents' Association for the Developmentally Handicapped (WAPADH)*. El Rancho Unified School District students are to receive services from this agency from July 1, 2013 to June 30, 2014 in accordance with Public Law 108-446; Education Code Sections 56035, 56365-56366 and 56740. Total expenditure of \$13,200.00 is payable through the Federal & State Special Education Funds.

(Reference page 86)

12.3 DIVISION OF EDUCATIONAL SERVICES – Roxane Fuentes: 801-5208

A. Approve attendance for one (1) certificated counselor from El Rancho High School at the Southern California CSU High School Counselor Conference at the Ontario Convention Center in Ontario, California, on September 26, 2013. Total expenditure not to exceed \$75.00 for registration and parking is payable from El Rancho High School General Funds.

(Reference page 87)

12.3 DIVISION OF EDUCATIONAL SERVICES – Roxane Fuentes: 801-5208

- B. Approve attendance for four (4) certificated counselors from El Rancho High School at the Southern California CSU High School Counselor Conference at the Pasadena Convention Center in Pasadena, California on September 24, 2013. Total expenditure not to exceed \$300.00 for registration and parking is payable from El Rancho High School General Funds.
(Reference page 88)
- C. Approve attendance for five (5) certificated counselors from El Rancho High school at the University of California Counselor Conference at UC Riverside in Riverside, California on September 17, 2013. Total expenditure not to exceed \$250.00 for registration and parking is payable from El Rancho High School General Funds.
(Reference page 89)
- D. Approve consultant agreement with Roxanne Robles to provide character development lessons and activities for Magee Elementary School students and parents Monday through Friday, as needed, effective August 21, 2013 through June 5, 2014. The consultant will be paid on a monthly basis at a daily rate not to exceed \$90.00. Total expenditure not to exceed \$15,750.00 is payable from Magee Elementary School Title I (21.1%), EIA/LEP (39.45%) and EIA/SCE (39.45%) Funds.
(Reference pages 90-92)
- E. Approve consultant agreement with Marcy Romero to provide translation and desktop publishing services effective July 12, 2013 through June 30, 2014. Total expenditure not to exceed \$3,000.00 is payable from Centralized General Funds.
(Reference pages 93-94)
- F. Approve submission to the Los Angeles County Office of Education of the Williams/Valenzuela/CAHSEE Lawsuit Settlement Quarterly Report on Uniform Complaints 2012-2013. The report states that no complaints were filed with any school in the district during the fourth quarter, which covers April 1, 2013 through June 30, 2013.
(Reference pages 95-96)
- G. Approve the 2013-2014 instructional schedules for El Rancho Unified School District elementary and high schools.
(Reference pages 97-110)

12.4 DIVISION OF BUSINESS SERVICES – Leticia Covarrubias: 801-5294

- A. Approve/Ratify Business Services reports for the month of June 2013.
(Reference pages 111-113)

12.4 DIVISION OF BUSINESS SERVICES – Leticia Covarrubias: 801-5294

- B. Approve amendment of Resolution No. 12-2012/2013 Certification of Signatures (Board Item No. 14.4 D, approved December 13, 2012), to include and authorize the signatures of the Superintendent and the Chief Business Officer on warrants, cafeteria account, revolving cash checks, orders for salary payment, notices of employment and contracts.
(Reference pages 114-115)
- C. Approve agreement between the El Rancho Unified School District and Vavrinek, Trine, Day & Co., LLP (VTD), to provide auditing services for the 2013-2014, 2014-2015 and 2015-2016 fiscal years. Total cost shall not exceed \$47,000 for year one, \$47,500 for year two and \$48,000 for year three, payable from General Funds.
(Reference pages 116-126)
- D. Approve consultant agreement with Vicenti, Lloyd & Stutzman LLP to provide professional consulting services to conduct an “*Associated Student Body Funds*” staff development workshop for school ASB advisors and district personnel. Total cost not to exceed \$2,300.00, payable from General Funds.
(Reference pages 127-131)
- E. Approve to designate the Chief Business Officer as the voting representative and the Director of Fiscal Services as the alternate voting representative for the El Rancho Unified School District to the Pupil Transportation Cooperative.
(Reference page 132)
- F. Approve to designate the Chief Business Officer as the voting representative and the Director of Fiscal Services as the alternate voting representative for the El Rancho Unified School District to the Whittier Area Schools Insurance Authority.
(Reference page 133)
- G. Approve supplemental contract agreement No. 11-1244-2 (amendment to agreement No. 11-1244 approved August 25, 2011) between El Rancho Unified School District and the City of Pico Rivera for reimbursement of Special Event Law Enforcement/Truancy Services cost. Supplemental contract agreement is effective September 1, 2013 through June 30, 2014; total cost to the District shall not exceed \$66,662.00, payable from General Funds.
(Reference pages 134-135)

12.4 DIVISION OF BUSINESS SERVICES – Leticia Covarrubias: 801-5294

- H. Approve license agreement between El Rancho Unified School District and Spectrum Center Inc. for the use of classroom space at Meller Elementary School. License agreement shall be effective July 12, 2013 through June 30, 2015. Monthly license fee is \$960.00.
(Reference pages 136-149)
- I. Approve loan of Assets 05 grant materials and equipment from the LEARN program to Ruben Salazar High School. Equipment will be borrowed on a year-to-year basis.
(Reference pages 150-152)

12.5 DIVISION OF HUMAN RESOURCES – Mark Matthews: 801-5216

- A. Approve Student Teaching Agreement between the El Rancho Unified School District and Whittier College for the 2013-2014 school year.
(Reference pages 153-160)
- B. Approve/Ratify Certificated Personnel Register No. 1-2013/2014
(Reference pages 161-200)
 - 1. Authorization & Ratification of Employment:
 - a. Preschool Teachers-Temporary (16) – Early Learning Program
Funding Source: State Preschool Funds
Eff: 8/19/13
 - Alarcon, Laura
 - Contreras, Evangelina
 - Cortez, Patricia
 - Cruz, Yvonne
 - Cuevas, Patricia
 - Curiel, Rocio
 - Flores, Elizabeth R.
 - Gonzales, Natalia L.
 - Koehler, Guadalupe
 - Maciel, Norma Lee
 - Martinez, Lisa Marie
 - Olguin, Letty
 - Ponce, Raquel
 - Sirias, Brunilda
 - Vega-Ojeda, Vivian
 - Zavala, Silvia

12.5 DIVISION OF HUMAN RESOURCES – Mark Matthews: 801-5216

- b. Parent/Advisor Resource Teacher-Temporary (1) – Early Learning Program
Funding Source: State Preschool Funds
Eff: 8/19/13
Schefres, Melba
 - c. Mental Health Liaison Temporary (1) – Student Services
Funding Source: Safe Schools/Healthy Students Grant
Eff: 8/2/13
Middleton, Jeffrey
 - d. Substitute Independent Study & Home/Hospital Teacher (1) – Student Services
Funding Source: Federal and State Special Education Funds
Eff: 8/19/13
Garcia, Brandi
 - e. Psychologist (1) – Student Services
Increase from 50% to 100%
Funding Source: Federal and State Special Education Funds
Eff: 8/7/13
Jimenez Caro, Jeanette
2. Authorization & Ratification of Summer School Employment:
- a. Secondary Teachers (2) – El Rancho High School
Funding Source: District General Funds
Eff: 6/10/13 – 7/12/13
Pringle, John
Yannarell, Lorin
 - b. Substitute Teachers (11) – Districtwide
Funding Source: District General Funds
Eff: 6/10/13 - 7/12/13
Barba-Vasquez, Martha P.
Bielejeski, Kimberly
Blandio, Paul
Delgado, Rosa
Diaz, Daniel
Gurrola, Cynthia
Jaramillo, Rosa
Kadyan, Arutyun
Mendoza, Luis A.
Ochoa, Jorge
Sanchez, Matthew

12.5 DIVISION OF HUMAN RESOURCES – Mark Matthews: 801-5216

3. Authorization & Ratification of Extra-Duty, Extra-Pay Assignments for Summer 2013:

STUDENT SERVICES:

a. Per Diem Assignment

Certificated Staff Member (1) – Student Services

Total Expenditure: \$7,778.99

Funding Source: Federal and State Special Education Funds

Eff: 7/1/13 – 8/1/13

Ramos, Kristine

b. Per Diem Assignment

Certificated Staff Member (1) – El Rancho Education Center

Total Expenditure: \$5,839.82

Funding Source: Federal and State Special Education Funds

Eff: 7/1/13 – 8/1/13

Collings, Charles

c. Extra-Duty, Extra-Pay Assignment

Certificated Staff Member (1) – El Rancho Education Center

Total Expenditure: \$907.57

Funding Source: Learning Center Funds

Eff: 6/26/13 – 7/5/13

Ward, Deborah

d. Amend Extra Duty, Extra-Pay Assignment

Certificated Staff Members (3) (4) – Student Services

Total Expenditure: ~~\$8,053.50~~ \$10,872.22

Funding Source: Independent Study/Home Teaching Account

Eff: 6/10/13 – 8/20/13

Alcaez, Tania

Farris, April

Kerr, Megas

Vega, Paulina

EDUCATIONAL SERVICES:

e. Amend Extra-Duty, Extra-Pay Assignment

Certificated Staff Members (23) – Various School Sites

Total Expenditure: \$18,523.05

Funding Source: Centralized Title II Funds

Eff: 6/14/13 – 6/28/13, not to exceed 20 hours each

Chavez-Molina, Cynthia (Birney Elementary)

Espinoza, Carolyn (Rio Vista Elementary)

Flores, Nancy (South Ranchito Elementary)

Galvan, Maybrit (Rio Vista Elementary)

~~Gutierrez, Amalia (Durfee Elementary)~~

Hernandez, Monica (South Ranchito Elementary)

Herrera-Novelo, Carolyn (Rivera Elementary)

Hurtado-Slaven, Maria (Birney Elementary)

12.5 DIVISION OF HUMAN RESOURCES – Mark Matthews: 801-5216

Jimenez, Pablo (South Ranchito Elementary)
Kahler, Bonnie (Rio Vista Elementary)
Kuftedjian, Alice (Durfee Elementary)
~~Lopez, Deborah (Birney Elementary)~~
Lopez, Leticia (North Ranchito Elementary)
Lopez, Val (Rivera Elementary)
Lopez-Román, Ivette (Valencia Elementary)
Marquez, Lena (Birney Elementary)
Martinez, Linda (Durfee Elementary)
McDaniel, Imelda (Magee Elementary)
Medina, Terry (Rivera Elementary)
Ortiz, Lilian (North Ranchito Elementary)
Pizana, Socorro (Durfee Elementary)
Renfrew, Neysa (North Ranchito Elementary)
Richards, Martha (Magee Elementary)
Stinson, Sharon (Valencia Elementary)
Veach, Annette (Valencia Elementary)

f. Amend Extra-Duty, Extra-Pay Assignment

Certificated Staff Members (30) – Various School Sites

Total Expenditure: \$28,187.25

Funding Source: Centralized Title I Set Aside – PI LEA Professional Development Funds

Eff: 6/10/13 – 6/28/13, not to exceed 25 hours each

Aguirre, Rachel (Birney Elementary)
Alonso, Janet (Rio Vista Elementary)
Anaya, Arlene (S. Ranchito Elementary)
Arrata Romero, Diana (Rivera Elementary)
Brown, Charlene (El Rancho High)
Chiboucas, Gigi (Rivera Middle)
~~Crook, Susan (Rio Vista Elementary)~~
Diaz, Evette (Salazar High)
Fisher, Ana (Durfee Elementary)
Galvan, Maybrit (Rio Vista Elementary)
Gutierrez, Amalia (Durfee Elementary)
Hidalgo, Veronica (Magee Elementary)
Ibarra, Virginia (S. Ranchito Elementary)
Knapp, Dean (Magee Elementary)
~~Kuftedjian, Alice (Durfee Elementary)~~
Lam, Dawn (El Rancho High)
Mackay, Renee (Rivera Elementary)
Madina, David (N. Park Middle)
Martinez, Diane (Magee Elementary)
Martinez, Martin (El Rancho High)
Navarro-Meunzel, Lisa (N. Ranchito Elementary, ALTERNATE)

12.5 DIVISION OF HUMAN RESOURCES – Mark Matthews: 801-5216

Novalis, Leslie (Rivera Middle)
Pañeda, Aracely (N. Ranchito Elementary)
Pardee, Summer (Burke Middle)
Salcido, Paula (N. Ranchito Elementary)
Sermeno, David (Durfee Elementary)
Somarriba, Lorena (Rio Vista Elementary)
Tanielu, Maritel (N. Park Middle)
Taylor, Barbara (Rivera Elementary)
Vega Moss, Paulina (Valencia Elementary)
Yanez, April (Rivera Elementary, ALTERNATE)
Ziola, Patty (Valencia Elementary)

g. Extra-Duty, Extra-Pay Assignment

Certificated Administrators (9) – Various Sites

Certificated Staff (21) – Various Sites

Total Expenditure: \$9,055.59

Funding Source: Title I Set Aside – PI LEA Professional Development Funds

Eff: 7/18/13, not to exceed 7 hours each

Certificated Administrators

Alvarez, Cynthia (N. Ranchito Elementary)
Baskett, Ruth (Valencia Elementary)
Castañon, Gisela (Magee Elementary)
Garcia, Melissa (Durfee Elementary)
Garcia, Rachel (Categorical Programs)
Genis, Sam (El Rancho High)
Lara, Tarcio (North Park Middle)
Ramos, Kristine (Student Services)
Rodriguez, Priscilla (North Park Middle)

Certificated Staff

Aguirre, Rachel (Birney Elementary)
Alonso, Janet/Rio Vista Elementary
Estrada, Susan (South Ranchito Elementary)
Gallegos, Sandra (Categorical Programs)
Herrera-Novelo, Carolyn (Rivera Elementary)
Hurtado-Slaven, Maria (Birney Elementary)
Ibarra, Virginia (South Ranchito Elementary)
Kahler, Bonnie (Rio Vista Elementary)
Knapp, Dean (Magee Elementary)
Lopez, Rita (Birney Elementary)
Mackay, Renee (Rivera Elementary)
Martinez, Diane (Magee Elementary)
Navarro, Kathy (Rio Vista Elementary)
Ortiz, Lilian (North Ranchito Elementary)
Pañeda, Aracely (North Ranchito Elementary)

12.5 DIVISION OF HUMAN RESOURCES – Mark Matthews: 801-5216

Pantoja, Alejandra (Categorical Programs)
Sermeno, David (Durfee Elementary)
Torres, David (Durfee Elementary)
Montgomery, Kathy/Micki (Student Services)
Ziola, Patricia (Valencia Elementary)
Zuniga, Ana (Rivera Elementary)

4. Authorization of Extra-Duty, Extra-Pay Assignments for the 2013-2014

School Year:

HUMAN RESOURCES:

a. Supplemental Pay Assignment

Certificated Staff (7) – El Rancho High

Total Expenditure: \$37,223.27

Funding Source: District General Funds

Eff: 8/21/13 – 6/5/14

<u>Staff</u>	<u>Department</u>
Padilla, Christina	English
Francis, Steve	Math
Llanes, Frank	Modern Language
Flores-Orihuela, Yamileth	Science
Meza, Ben	Social Studies
Kiralla, Valerie	Visual & Performing Arts
Shigezane, Randy	Physical Education

b. Supplemental Pay Assignment

Certificated Staff (7) – El Rancho High

Total Expenditure: \$57,025.68

Funding Source: District General Funds

Eff: 8/22/13 – 6/5/14

<u>Staff</u>	<u>Assignment</u>
Chapman, Mary	Activities Advisor
Crone, John	High School Web Master
Crone, John	Annual
Crone, John	Photography
Cordero, Reginald	High School Band
Dodd, Jacqueline	Chorus
Iniguez-Kemp, Kenia	Pepsters
Wlasick, Stan	Drama
Wlasick, Stan	Stage
Zeko, Paul	Newspaper

12.5 DIVISION OF HUMAN RESOURCES – Mark Matthews: 801-5216

c. Supplemental Pay Assignment

Certificated Staff (11) – El Rancho High

Total Expenditure: \$9,942.63

Funding Source: District General Funds

Eff: 8/22/13 – 11/30/13

<u>Staff</u>	<u>Assignment</u>
Brown, Charlene	Interview
Diaz, Justin	Art
Elias, Raul	Economics
Francis, Steve	Math
Flores-Orihuela, Yamileth	Science
Lam, Dawn	Music
Lam, Dawn	Productions (Help with Drama & Night Pep Rally)
Oase, Kristin	Decathlon Coordinator
Oase, Kristin	Super Quiz/Soc Science
Ortiz, Herb	A.P. Coordinator
Sorenson, James	Lang./Lit.
Wlasick, Stan	Speech
Zeko, Charissa	Essay

d. Supplemental Pay Assignment

Certificated Staff Member (12) – El Rancho High

Total Expenditure: \$41,311.00

Funding Source: District General Funds

Eff: 7/13/13 – 11/30/13

<u>Staff</u>	<u>Assignment</u>
Lawson, Lynn	Athletic Director
Alvarado, Joseph	Trainer
Flores, Rene	Supervisor, Weight Room
Correa, Gerardo	Boys Varsity Water Polo
Galindo, Eduardo	JV, Girls' Tennis
Lippstreu, Cynthia	Varsity, Girls' Tennis
Lopez, Venecio	Varsity Head, Football
Madina, David	Varsity, Girls Cross Country
Picon, Adelaida	Varsity Head Girls' Volleyball
Pringle, John	Varsity, Boys' Water Polo
Sauceda, Rudy	Varsity Asst., Football
Wynn, Tirrell	Varsity, Boys' Cross Country

e. Supplemental Pay Assignment

Certificated Staff Member (1) – El Rancho High

Total Expenditure: \$693.00

Funding Source: Boys/Girls Cross Country ASB Funds

Eff: 7/12/13 – 8/22/13

<u>Staff</u>	<u>Assignment</u>
Wynn, Tirell	Varsity, Boys' Cross Country

12.5 DIVISION OF HUMAN RESOURCES – Mark Matthews: 801-5216

f. Supplemental Pay Assignment

Certificated Staff Members (3) – North Park

Total Expenditure: \$11,817.92 (*first & second semester*)

Funding Source: District General Funds

Eff: 8/21/13 – 6/5/14

<u>Staff</u>	<u>Assignment</u>
Barrios, Angie	Yearbook
Vasquez, Gloria	Newspaper
Wakefield, Ron	Band
Wakefield, Ron	Marching Band

g. Supplemental Pay Assignment

Certificated Staff Members (2) – Salazar High

Total Expenditure: \$4,873.52 (*first & second semester*)

Funding Source: District General Funds

Eff: 8/15/13 – 6/5/14

<u>Staff</u>	<u>Assignment</u>
Galarza, Carlos	Yearbook
Walker, Earnestine	Newspaper

EDUCATIONAL SERVICES:

h. Extra-Duty, Extra-Pay Assignment

Certificated Staff Members (4) – El Rancho High

Total Expenditure: \$10,429.28

Funding Source: EIA/SCE Funds, not to exceed hours listed

Eff: 8/21/13 – 6/5/14

Chavez-Diaz, Jazmin (100 hours)
Diaz, Daniel (29 hours)
Diaz, Justin (30 hours)
Katsumura, Claire (100 hours)

i. Extra-Duty, Extra-Pay Assignment

Certificated Staff Members (16) – El Rancho High

Total Expenditure: \$17,113.69

Funding Source: Title I Funds, not to exceed 425 hours total

Eff: 8/21/13 – 6/5/14

Bauer, Sandra
Brown, Charlene
Chapman, Mary
Diaz, Daniel
Figueroa, Rosemary
Flores-Orihuela, Yamileth
Francisco, Joel
Lam, Dawn
Lippstreu, Cynthia
Martinez, Irene
Palacios, Desiree

12.5 DIVISION OF HUMAN RESOURCES – Mark Matthews: 801-5216

Qureshi, Parvin
Retana, David
Rojo, Gabriela
Rojo, Philipp
Romero, Eduardo

- j. Extra-Duty, Extra-Pay Assignment
Certificated Counselors (7) – El Rancho High
Total Expenditure: \$7,719.28
Funding Source: EIA/SCE Funds, not to exceed 147 hours total
Eff: 10/1/13 – 1/31/14
Arriola, Delia
Diaz-Cruz, Marla
Espinoza, Olga
Jimenez, Roberta
Ortiz, Herb
Peña, Ray
Sell, Jan
- k. Extra-Duty, Extra-Pay Assignment
Certificated Administrators (2) – North Park Middle
Total Expenditure: \$2,389.54
Funding Source: EIA/SCE (50%), EIA/LEP (30%), and Title I (20%)
Funds
Eff: 8/22/13 – 6/5/14
Rodriguez, Priscilla, Principal
Lara, Tarcio, Assistant Principal
- l. Extra-Duty, Extra-Pay Assignment
Certificated Staff Members (34) – North Park Middle
Total Expenditure: \$17,476.10
Funding Source: EIA/SCE (40%), EIA/LEP 40%), and Title I (20%)
Funds
Eff: 8/21/13 – 6/5/14, not to exceed 434 hours total
Aranda, Jesse
Arellano, Karen
Ayala-Zitouni, Lorrie
Bae, Minerva
Barrios, Angie
Bielejeski, Kimberly
Boyce, Darrick
Canizales, Pedro
Charmello, John
Cosentino, Joleene
Craft, Cliff
Flores, Rene
Gallegos, Dolores

12.5 DIVISION OF HUMAN RESOURCES – Mark Matthews: 801-5216

Gonzalez, Guadalupe
Gutierrez, Consuelo
Hernandez, Victor
Laplante, Martine
Ledden, Brendan
Leija-Cardenas, Veronica
Madikians, Angela
Madina, David
Mendoza, Steve
Oliver, Olivia
Perez-Selsky, Ricardo
Ponciano, Edwin
Ponciano, Lorena
Sermeno, Su
Tanielu, Maritel
Valdiviez, Natalie
Vasquez, Gloria
Wakefield, Ron
Webster, Sally
Wing, James
Zola, Todd

- m. Extra-Duty, Extra-Pay Assignment
Certificated Staff Member (1) – Salazar High
Total Expenditure: \$805.35
Funding Source: EIA/SCE Funds
Eff: 8/15/13 – 6/5/14, not to exceed 20 hours
Walker, Earnestine

- 5. Authorization of Request for Personal Leave of Absence:
 - a. Teachers (2) – Rivera Middle
Eff: 8/19/13 – 6/30/14
Chiboucas, Gigi
Macias, Natalie
- 6. Authorization & Ratification of Request for Resignation:
 - a. Speech & Language Pathologist (1) – Student Services
Eff: 6/28/13
Ramirez, Diana

12.5 DIVISION OF HUMAN RESOURCES – Mark Matthews: 801-5216

C. Approve Classified Personnel Register No. 1-2013/2014
(Reference pages 201-242)

1. Authorization & Ratification of Employment for Summer 2013:
 - a. Warehouse Worker (1) – Purchasing
Funding Source: Site General Funds
Payable at: \$27.44/hr.
Eff: 7/1/13 – 7/5/13
Ibbs, William
 - b. Clerk Typist II (1) – Burke Middle
Funding Source: Site General Funds
Payable at: \$18.27/hr.
Eff: 6/14/13 – 6/21/13
Baucom, Michelle
 - c. Clerk Typist II (1) – Valencia Elementary
Funding Source: Site General Funds
Payable at: \$19.72/hr.
Eff: 6/10/13 – 6/21/13
Sanchez, Natalie
 - d. Health Services Assistant (1) – North Ranchito Elementary
Funding Source: EIA/LEP & Title I Funds
Payable at: \$18.44/hr.
Eff: 6/10/13 – 6/30/13
Perez, Cecilia
 - e. Clerk Typist I (1) – Rivera Elementary
Funding Source: General Discretionary Funds
Payable at: \$17.47/hr.
Eff: 6/10/13 – 6/21/13
Hernandez, Frances
 - f. Behavior Technician (1) – Educational Services
Funding Source: Federal and State Special education Funds
Payable at: \$17.79/hr.
Eff: 6/14/13 – 7/5/13
Comstock, Leatha
 - g. Para-Educator Health Care II-LVN (1) – Student Services/S. Ranchito Elementary
Funding Source: District General Funds
Payable at: \$17.30/hr.
Eff: 6/10/13 – 7/5/13
Hernandez, Jaime

12.5 DIVISION OF HUMAN RESOURCES – Mark Matthews: 801-5216

h. Bus Riders (6) – Student Services

Funding Source: Federal and State Special Education Funds

Payable at: \$13.94/hr.

Eff: 6/7/13 – 8/2/13

Alvarez, Marlene

Delgado, Daniel

Santillan, Daisy

Eff: 6/10/13 – 7/12/13

Gallegos, Yvonne \$15.95/hr.

Jacome, Yohana \$13.94/hr.

Vazquez, Maria \$15.95/hr.

i. Cafeteria Manager III (1) – Food Services

Funding Source: Food Services

Payable at: \$22.69/hr.

Eff: 6/10/13 – 7/26/13

Lopez, Jane

j. Cafeteria Manager I (1) – Food Services

Funding Source: Food Services

Eff: 6/10/13 – 7/26/13

Avila, Liza \$20.35/hr.

k. Cafeteria Helper II (1) – Food Services

Funding Source: Food Services

Payable at: \$15.12/hr.

Eff: 6/10/13 – 7/26/13

Garcia, Rosalinda

l. Cafeteria Helper I (4) – Food Services

Funding Source: Food Services

Eff: 6/10/13 – 7/26/13

Farias, Maria \$13.94/hr.

Kaya, Frances \$14.71/hr.

Reyes, Ana \$13.94/hr.

Salazar, Jessica \$13.94/hr.

2. Authorization & Ratification of Substitute Employment for Summer 2013:

a. Substitute Custodian (1) – Maintenance & Operations

Funding Source: District General Funds

Payable at: \$14.71/hr.

Eff: 6/14/13 – 7/12/13

Alonzo, Arlene Rita

b. Substitute Cafeteria Manager I (2) – Food Services

Funding Source: Food Services

Payable at: \$19.29/hr.

Eff: 6/10/13 – 7/26/13

Dominguez, Laurie

Renteria, Margaret

12.5 DIVISION OF HUMAN RESOURCES – Mark Matthews: 801-5216

- c. Substitute Cafeteria Helper I (2) – Food Services
Funding Source: Food Services
Eff: 6/10/13 – 7/26/13
 - Gonzalez, Erlinda \$13.22/hr.
 - Rodriguez, Christopher \$11.23/hr.
 - d. Substitute Special Ed. Inst. Aides (2) – Student Services/ERHS
Funding Source: Federal and State Special Education Funds
Eff: 6/10/13 – 7/12/13
 - Diaz, Marco \$13.94/hr.
 - Garcia, Gabriel \$14.32/hr.
3. Authorization of Employment for the 2013-2014 School Year:
- a. Para-Educator Healthcare II-LVN- (1) – Student Services/Durfee & So. Ranchito Elementary
Funding Source: District General Funds
Payable at: \$17.30/hr.
Eff: 8/5/13 – 6/30/14
 - Hernandez, Jaime
 - b. Bus Riders (28) – Student Services
Funding Source: Federal and State Special Education Funds
Payable at: \$13.94/hr.
Eff: 7/1/13 – 6/30/14
 - Allen, Johnathan
 - Alvarez, Marlene
 - Amador, Yuliana
 - Appel, Shirley
 - Burgess, Holly
 - Butt, Jacqueline
 - Butt, Rehan
 - Castillo, Ashley
 - Chacon, Dolores
 - Delgado, Daniel A.
 - Espinoza, Jeanette
 - Galan, Candice
 - Gaxiola, Alicia
 - Gomez, Luis
 - Gonzalez, Edith
 - Gonzalez, Nickolas
 - Lomas, Delia
 - Macias, Natalie
 - Martin, Libby
 - Mendoza, Silvana
 - Moreno, Suzanne
 - Nossett, Jasmin

12.5 DIVISION OF HUMAN RESOURCES – Mark Matthews: 801-5216

Perez, Jennifer
Perez, Xiomara
Rodriguez, Daisy
Ruiz, Jacqueline
Santillan, Daisy
Simental, Yvette

4. Authorization of Substitute Employment for the 2013-2014 School Year:

a. Special Ed. Instructional Aide Substitutes (28) – Student Services

Funding Source: Federal and State Special Education Funds

Payable at: \$13.94/hr.

Eff: 7/1/13 – 6/30/14

Allen, Johnathan
Alvarez, Marlene
Amador, Yuliana
Appel, Shirley
Burgess, Holly
Butt, Jacqueline
Butt, Rehan
Castillo, Ashley
Chacon, Dolores
Delgado, Daniel A.
Espinoza, Jeanette
Galan, Candice
Gaxiola, Alicia
Gomez, Luis
Gonzalez, Edith
Gonzalez, Nickolas
Lomas, Delia
Macias, Natalie
Martin, Libby
Mendoza, Silvana
Moreno, Suzanne
Nossett, Jasmin
Perez, Jennifer
Perez, Xiomara
Rodriguez, Daisy
Ruiz, Jacqueline
Santillan, Daisy
Simental, Yvette

12.5 DIVISION OF HUMAN RESOURCES – Mark Matthews: 801-5216

5. Authorization of Recall of Employment from the 39-Month Re-employment list for the 2013-2014 School Year:
 - a. Clerk Typist II (1) – Magee Elementary
Funding Source: EIA/LEP & Title I Funds
Payable at: \$1,567.66/mo.
Eff: 8/5/13
Rios, Gabriela
 - b. Special Education Aide (1) – Student Services
Funding Source: Federal and State Special Education Funds
Payable at: \$1,575.06/mo.
Eff: 8/21/13
Garcia, Gabriel
 - c. Instructional Aides/SH (4) – Student Services
Funding Source: Federal and State Special Education Funds
Payable at: \$2,119.56/mo.
Eff: 8/21/13
Colon, Anna
Fierro, Savannah
Hughes, Angelita
Vasquez, Mona

6. Authorization of Increase in Hours for the 2013-2014 School Year:
 - a. Instructional Aides/SH (8) – Student Services
Funding Source: Federal and State Special Education Funds
Eff: 8/21/13

Acosta, Elizabeth	\$2,256.38/mo. (4.5 hrs./day to 5.5 hrs./day)
Cerecedes, Jane	\$2,411.74/mo. (4.5 hrs./day to 5.5 hrs./day)
Chavez, Misty	\$2,119.56/mo. (4.5 hrs./day to 5.5 hrs./day)
Cruz, Mirna	\$2,256.38/mo. (4.5 hrs./day to 5.5 hrs./day)
Estrada, Sandra	\$2,119.56/mo. (4.5 hrs./day to 5.5 hrs./day)
Martinez, Connie	\$2,270.13/mo. (4.5 hrs./day to 5.5 hrs./day)
Nevarez, Nancy	\$2,119.56/mo. (4.5 hrs./day to 5.5 hrs./day)
Rivas, Frances	\$2,256.38/mo. (4.5 hrs./day to 5.5 hrs./day)

7. Authorization & Ratification of Unclassified Employment for the 2013-2014 School Year:
 - a. A.S.B. Worker (1) – El Rancho High
Funding Source: A.S.B. Funds
Payable at: \$10.00/hr.
Eff: 8/1/13 – 6/30/14
Sanchez, Natalie

12.5 DIVISION OF HUMAN RESOURCES – Mark Matthews: 801-5216

- b. Instructional Aide Trainee (2) – Rio Vista Elementary
Funding Source: Site General Funds
Payable at: \$10.13/hr.
Eff: 8/21/13 – 6/5/14
 Madrigal, Maria
 Torres, Patricia
- c. Instructional Aide Trainee (2) – South Ranchito Elementary
Funding Source: Site General Funds
Payable at: \$10.13/hr.
Eff: 7/1/13 – 8/20/13
 Flores, Diana
 Ochoa, Marisol
- d. Noon Supervisor (4) – Birney Elementary
Funding: District General Funds
Payable at: \$8.52/hr.
Eff: 8/21/13 - 6/5/14
 Arteaga De Almeda, Maria Leticia
 Baker, Crystal
 Beltran, Mariana
 Flores, Andrea
- e. Noon Supervisor (5) – Magee Elementary
Funding Source: District General Funds
Payable at: \$8.52/hr.
Eff: 8/21/13 – 6/5/14
 Alonzo, Norma
 Carmona, Estela
 Mexicano, Juana
 Ornelas, Marisol
 Romero, Teresa
- f. Noon Supervisor (3) – Rio Vista Elementary
Funding Source: District General Funds
Payable at: \$8.52/hr.
Eff: 8/21/13 – 6/5/14
 Lomeli, Maria
 Madrigal, Maria
 Torres, Patricia
- g. Safe School & Violence Prevention Officer (1) – Salazar High
Funding Source: District General Funds
Payable at: \$13.24/hr.
Eff: 8/15/13 – 6/5/14
 Allen, Cedric

12.5 DIVISION OF HUMAN RESOURCES – Mark Matthews: 801-5216

- h. Safe School & Violence Prevention Officer (5) – El Rancho High
Funding Source: District General Funds
Payable at: \$13.24/hr.
Eff: 6/10/13 – 6/30/13
Alonzo, Aaron
Guizar, April
Mendoza, Joaquin
Palomino, Rogelio
Sanchez, Freddy
- i. Safe School & Violence Prevention Officer (1) – El Rancho Education Center
Funding Source: Site General Funds
Payable at: \$13.24/hr.
Eff: 6/10/13 – 7/5/13
8/21/13 – 6/5/14
Jimenez, Stephanie
- j. Safe School & Violence Prevention Officer (1) – Educational Services
Funding Source: District General Funds
Payable at: \$13.24/hr.
Eff: 7/9/13 – 7/19/13
Camerros, Reyneelynn
- k. Student Helper (3) – El Rancho High
Funding Source: Food Services
Payable at: \$8.00/hr.
Eff: 9/2/13 – 6/5/14
Barrios, Rocio
Salazar, James
Saldana, Robert
- l. Boys Basketball Frosh/Soph Coach (1) – El Rancho High
Funding Source: District General Funds
Payable at: \$2,123.00 per coach
Eff: 7/13/13 – 2/28/14
Bravo, Eduardo
- m. Boys Cross Country Varsity Head Coach (1) – El Rancho High
Funding Source: A.S.B. Cross Country Funds
Payable at: \$600.00 per coach
Eff: 7/12/13 – 8/21/13
Juarez, Olga
- n. Girls Cross Country Varsity Head Coach (1) – El Rancho High
Funding Source: A.S.B. Cross Country Funds
Payable at: \$1,800.00 per coach
Eff: 8/22/13 – 12/15/13
Juarez, Olga

12.5 DIVISION OF HUMAN RESOURCES – Mark Matthews: 801-5216

- o. Girls Volleyball JV Head Coach (1) – El Rancho High
 Funding Source: District General Funds
 Payable at: \$2,545.00 per coach
 Eff: 7/13/13 – 11/30/13
 Lopez, Trinidad
- p. Boys Football JV Assistant Coach (1) – El Rancho High
 Funding Source: District General Funds
 Payable at: \$3,191.00 per coach
 Eff: 7/12/13 – 11/30/13
 Montes, Matthew

13. CONSENT AGENDA VOTE

M _____ S _____ Vote _____

14. NEW BUSINESS – ACTION ITEMS

*This is the time of the meeting when members of the public may address the Board on matters that **are on the ACTION ITEMS agenda only**. In the interest of time, individual comments will be limited to three (3) minutes. The Board shall limit the total time for each agenda item to a maximum of fifteen (15) minutes.*

14.1 SUPERINTENDENT’S OFFICE – Martin Galindo: 801-5199

- A. Approve Contract CSPP-3177 in the amount of \$1,500,486.00 for California State Preschool Program agreement between the California State Department of Education and ERUSD for the purpose of providing state preschool services in fiscal year 2013-2014 and approval of Resolution No. 1-2013/2014, authorizing Martin Galindo, Superintendent, Roxane Fuentes, Assistant Superintendent-Educational Services, and Roberta Gonzalez, Principal- Early Learning Program, to sign the transaction for the Governing Board. This agreement with the State of California shall be in effect from July 1, 2013 to June 30, 2014.
 (Reference pages 243-257)

M _____ S _____ Vote _____

14.1 SUPERINTENDENT'S OFFICE – Martin Galindo: 801-5199

B. Adopt Resolution No. 2-2013/2014 declaring that Board Member Rachel Canchola was absent from the June 8, 2013 special board meeting in accordance with Education Code 35120, which allows Governing Board of Education members to be absent from board meetings and not have their monthly stipend affected.

(Reference pages 258-259)

M _____ S _____ Vote _____

C. Adopt Resolution No. 3-2013/2014 declaring that Board Member Delia Alvidrez was absent from the June 13, 2013 regular board meeting in accordance with Education Code 35120, which allows Governing Board of Education members to be absent from board meetings and not have their monthly stipend affected.

(Reference pages 260-261)

M _____ S _____ Vote _____

D. Adopt Resolution No. 4-2013/2014 declaring that Board Member Joseph Rivera was absent from the June 26, 2013 special board meeting in accordance with Education Code 35120, which allows Governing Board of Education members to be absent from board meetings and not have their monthly stipend affected.

(Reference pages 262-263)

M _____ S _____ Vote _____

14.2 DIVISION OF STUDENT SERVICES – Dora Soto-Delgado: 801-4810

None

14.3 DIVISION OF EDUCATIONAL SERVICES – Roxane Fuentes: 801-5208

None

14.4 DIVISION OF BUSINESS SERVICES – Leticia Covarrubias: 801-5294

A. Approve agreement between El Rancho Unified School District and Erickson-Hall Construction to provide project management services for the upgrade of the shower, locker and weight rooms, design of new pool, and design of the required ADA upgrades at El Rancho High School. Total contract cost \$320,000.00 payable from Measure "A" General Obligation Bond Funds.

(Reference pages 264-292)

M _____ S _____ Vote _____

14.4 DIVISION OF BUSINESS SERVICES – Leticia Covarrubias: 801-5294

- B. Approve engagement letter between El Rancho Unified School District and Vavrinek, Trine, Day & Co., LLP (VTD) to provide professional accounting assistance (non-audit services), effective July 12, 2013 through August 31, 2013. Total cost for services shall be payable from General and Categorical Funds.

(Reference pages 293-296)

M_____ S_____ Vote_____

14.5 DIVISION OF HUMAN RESOURCES – Mark Matthews: 801-5216

- A. Adopt/Ratify the Declaration of Need in the event there are insufficient numbers of fully credentialed persons to meet the employment needs for the 2013-2014 school year, effective July 1, 2013.

(Reference pages 297-300)

M_____ S_____ Vote_____

15. ADJOURNMENT

M_____ S_____ Vote_____

REASONABLE ACCOMMODATIONS: Any individual with a disability who requires reasonable accommodation to participate in a Board Meeting may request assistance by contacting the Superintendent's Office at 9333 Loch Lomond Drive, Pico Rivera, CA 90660. Phone number (562) 801-5199; fax number (562) 949-2821.

<p><u>FUTURE BOARD MEETINGS</u> Thursday, August 8, 2013 Regular Public Mtg. (7:30 p.m. Open Session) at City Hall Thursday, September 12, 2013 Regular Public Mtg. (7:30 p.m. Open Session) at City Hall</p>
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A copy of the Board Meeting Agenda is posted on the District's website, www.erusd.org. Written materials distributed to the Board after the 72 hour posting period will also be made available for public review at the time of distribution. Copies may also be obtained at the District Office or at the Board Meeting.

Item 7.1

ISSUE:

Recognition of National soccer player of the year.

ANALYSIS:

Cristian Roldan, a senior at El Rancho High School has been named the 2012-2013 Gatorade Company National Soccer Player of the Year. The award, which recognizes not only outstanding athletic excellence, but also high standards of academic achievement and exemplary character demonstrated on and off the field, distinguishes Cristian Roldan as the National best high school boys soccer player. He has maintained a 3.39 GPA, has volunteered locally and participated in El Rancho High School's Blue Pride service project which students coordinate and execute annual refurbishment and beautification initiatives on campus. Cristian is a member of the California Scholarship Federation for maintaining a B+ average and has served as a peer mentor. He plans to attend the University of Washington in the fall.

The Board of Education will present a plaque to Cristian in recognition of his achievements.

Submitted by: Martin Galindo, Superintendent

July 11, 2013

Item 7.2

ISSUE:

Recognition of El Rancho High School Varsity Baseball Team

ANALYSIS:

The 2013 El Rancho varsity baseball team finished the Del Rio League play in 3rd place. They continued to compete in six CIF playoff competitions.

While only two other teams in El Rancho history ever made it this far – 1967 and 1995 – the 2013 team were like no other baseball team had ever been. Although disappointed at not winning the Championship, the Dons represented Pico Rivera and El Rancho with pride and poise. They made history and proved that anything is possible!

RECOMMENDATION:

The Board of Education will present a plaque to the team and certificates to individual players in recognition of their achievements.

Submitted by: Martin Galindo, Superintendent

July 11, 2013

Item 7.3

ISSUE:

Recognition of 2013 Whittier Daily News Coaches of the Year

ANALYSIS:

The Whittier Daily News has chosen Dominic Picon and Frank Llanes as 2013 Coaches of the Year.

Dominic Picon guided his soccer team to a history-making season as they captured their first CIF State Division I Southern California Regional championship, which came after they earned the CIF Southern Section Division 3 title. El Rancho finished the season with a 29-2-1 overall record and the Del Rio League championship.

Frank Llanes led his baseball team to a truly memorable and historic season in which the Dons discovered how to handle and overcome adversity. The team finished the Del Rio League play in 3rd place and continued to compete in six CIF playoff competitions – the first time in history that El Rancho baseball played in a championship game.

RECOMMENDATION:

The Board of Education will present a plaque to Dominic Picon and Frank Llanes in recognition of their achievements.

Submitted by: Martin Galindo, Superintendent

July 11, 2013

EL RANCHO UNIFIED SCHOOL DISTRICT
Special Meeting of the Board of Education
Conducting the District's Business in Public

Item 12.1 A

ERUSD Conference Room (Student Services Building)
9333 Loch Lomond Drive
Pico Rivera, CA 90660

June 4, 2013
Closed Session – 6:00 p.m.
Open Session – 7:30 p.m.

MINUTES OF BOARD ACTIONS

1. CALL TO ORDER

The meeting was called to order by Delia Alvidrez, President, at 6:01 p.m.

1.1 ROLL CALL – Members of the Board of Education

Delia Alvidrez, President
Rita Jo Ramirez, Vice President
Rachel Canchola, Clerk
Alfred Renteria, Jr., Member
Dr. Joseph Rivera, Member

1.2 ROLL CALL – Members of the Administrative Cabinet

Norbert D. Genis, Interim Superintendent
Roxane Fuentes, Assistant Superintendent, Educational Services
Mark Matthews, Director, Human Resources
Dr. Christopher Gutierrez-Lohrman, Director, Student Services
Pearl Iizuka, Consultant, Business Services

2. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

- Beverly Johnson, labor union representative, requested the Board to consider rescinding furlough days and not approve classified employee layoffs. She pointed out that reductions in assigned time to employees are subject to labor negotiations.
- Tony Hernandez questioned why classified employee layoffs are necessary and why is the District eliminating the LH aide classification.

3. ADJOURN TO CLOSED SESSION – 6:06 p.m.

4. CLOSED SESSION

Item 12.1 A

Closed Session is conducted in accordance with applicable sections of California law. Closed Sessions are not open to the public. If additional time is required, the Board will reconvene Closed Session at the end of the regular meeting.

4.1 Public Employment Discipline/Dismissal/Release (Pursuant to Government Code §54957)

4.2 Conference with Labor Negotiator (Pursuant to subdivision (a) of Government Code § 54957.6) Agency Designated Representative: Sal Holguin, Legal Counsel
Employee Organizations: Unrepresented Employee

4.3 Public Employee Appointment/Employment (Pursuant to Government Code §54957)
Title: Superintendent

5. RECONVENE IN OPEN SESSION – 8:25 p.m.

5.1 PLEDGE OF ALLEGIANCE

RECORDER Sandy Watkins
VISITORS Register No. 31-2012/2013

6. ADOPTION OF AGENDA

Recommendation is made that the Agenda be adopted as submitted.

Motion: Ramirez Second: Alvidrez Vote: 5-0 PASSED

7. PUBLIC ANNOUNCEMENT OF ACTIONS TAKEN IN CLOSED SESSION

Mrs. Alvidrez announced that no action was taken in Closed Session.

8. CONSENT AGENDA

All matters listed under the Consent Agenda are those on which the Board has previously deliberated or that can be classified as routine items of business. There will be no separate discussion of these items prior to the time the Board of Education votes on the motion unless members of the Board, staff, or public request specific items to be discussed or pulled from the Consent items (per Bylaws of the Board 9322). It is understood that the Administration recommends approval on all Consent Items. Each Item on the Consent Agenda approved by the Board of Education shall be deemed to have been considered in full and adopted as recommended.

8. CONSENT AGENDA**Item 12.1 A**

HEARING SESSION: (Blue speaker's card)

This is the time when members of the audience may speak to any item on the CONSENT AGENDA only. Your remarks will be limited to three (3) minutes. Please note that questions from the public on personnel and/or IEP-related items cannot be accommodated due to confidentiality requirements.

- Tony Hernandez voiced his concern about the proposed classified employee layoffs.
- Beverly Johnson, labor union representative, asked the Board to support classified employees by restoring furlough days, restoring health and welfare benefits, and to suspend the payroll step and column freeze.
- Teresa Rios expressed her concern about classified layoffs.
- James Becerra addressed the Board on behalf of David Narvaez, CSEA President requesting the Board to vote no on any classified layoffs and reduction of hours as well as postponing any actions until a new Director of Special Education is appointed.
- David Angelo remarked about offering equal facilities to boys and girls as well as the selection of a construction manager for the locker room / pool renovation at El Rancho High School. Mr. Angelo invited the Board, Administration, staff and the public to attend the next Citizens' Bond Oversight Committee meeting on June 26.
- Linda Vargas spoke in support of the Board selecting Erickson-Hall Construction as the construction project manager for the locker room / pool renovation at El Rancho High School.
- Theresa Rodriguez addressed the Board about classified layoffs.
- Esther Celiz asked the Board to look at the service classified staff perform. She requested that the Board not make any decisions on layoffs until a new Director of Special Education is appointed.
- Rico Tamayo attended a recent budget workshop where he learned State budget revenues are higher than expected. He implored the Board to keep all the classified and to keep the teachers.
- Michele Castellon remarked about Special Education aides being essential in the classroom; that without them the children will suffer.
- Ruby Ballesteros addressed the Board about classified layoffs.

The Board President will call for a motion and a second to open Board discussion on the Consent Agenda. Consent Items are voted on by a single motion. Board Members or the Superintendent may withdraw items for further discussion and separate action.

Motion: Renteria

Second: Rivera

8.1 DIVISION OF HUMAN RESOURCES – Mark Matthews: 801-521-1211 **Item 12.1 A**

A. Approved *with exceptions* Classified Personnel Register No. 12-2012/2013

1. Classified Layoffs & Reductions due to Job Elimination & Bumping Process for the 2013-2014 School Year:
 - a. Authorization to Freeze Vacant Position
Eff: 8/5/13
Clerk Typist II (1 position)
 - b. **Withdrawn for discussion and action under Item 10.5** Notice of Transfer & Reduction of Hours
~~Eff: 8/5/13~~
~~Health Services Assistant (1 position)~~
~~Cook/Baker (2 positions)~~
 - c. **Withdrawn for discussion and action under Item 10.5** Notice of Reduction in Hours
~~Eff: 8/5/13~~
~~Cafeteria Manager I (10 positions)~~
~~Cook/Baker (9 positions)~~
 - d. Notice of Change in Job Classification
Eff: 8/5/13
Instructional Aide/L.H. (3 positions)
 - e. Notice of Change in Job Classification & Reduction in Hours
Eff: 8/5/13
Instructional Aide/L.H. (3 positions)
 - f. Notice of Change in Job Classification & Increase in Hours
Eff: 8/5/13
Instructional Aide/L.H. (1 position)
 - g. **Withdrawn for discussion and action under Item 10.5** Notice of Transfer
~~Eff: 8/5/13~~
~~Cook/Baker (1 position)~~
~~Instructional Aide III (1 position)~~
 - h. Notice of Layoff
Instructional Aide III (3 positions)
Clerk Typist I (1 position)
Instructional Aide/L.H. (8 positions)
Instructional Aide/S.H. (23 positions)
2. Authorization of Employment for the 2013-2014 school year:
 - a. Recall of Employment from the 63-Month Re-employment List
Eff: 8/21/13
Behavior Technician (2 positions)

8.1 DIVISION OF HUMAN RESOURCES – Mark Matthews: 801-5216 **Item 12.1 A**

- b. Recall of Employment from the 39-Month Re-employment List
 Eff: 8/21/13
 Behavior Technician (2 positions)
 Special Ed. Instructional Aide (1 position)
- c. **Withdrawn for discussion and action under Item 10.5 Increase in Hours & Transfer**
 Eff: 8/21/13
 Cook/Baker (1 position)

9. CONSENT AGENDA VOTE

Motion: Renteria Second: Rivera Vote: 3-2 **PASSED with exceptions**
(Canchola – no)
(Renteria – no)

Exceptions: Item 8.1.A.1.a Canchola & Renteria – yes
Item 8.1.A.1.b withdrawn for discussion under Item 10.5
Item 8.1.A.1.c withdrawn for discussion under Item 10.5
Item 8.1.A.1.g withdrawn for discussion under Item 10.5
Item 8.1.A.2.c withdrawn for discussion under Item 10.5

10. NEW BUSINESS – ACTION ITEMS

10.1 DIVISION OF BUSINESS SERVICES – Pearl Iizuka: 801-5294

A. Approved PLAN A to renovate the boys’ and girls’ shower, weight and locker rooms, install new pool, and complete remaining required ADA upgrades at El Rancho High School funded by General Obligation Bond Measure A at a cost of \$5,391,963.72 *with the stipulation that there would be no access from the varsity room to the girls’ changing room.*

Motion: Rivera Second: Ramirez Vote: 4-1 **PASSED**
(Canchola – no)

B. ~~PULLED Approve PLAN B to renovate the boys’ and girls’ shower, weight and locker rooms, install new pool, and complete remaining required ADA upgrades at El Rancho High School funded by General Obligation Bond Measure A at a cost of \$5,391,963.72 (minus the cost savings from the elimination of the Team Room). PLAN B will eliminate the Team Room in the girls’ locker room.~~

10.2 DIVISION OF BUSINESS SERVICES – Pearl Iizuka: 801-5294 Item 12.1 A

- C. Approved the selection of Erickson-Hall Construction as the ~~project construction manager~~ **construction manager for the project** to provide services for the upgrade of the shower, locker, and weight rooms, design of new pool, and design of the required ADA upgrades. This project will be funded by Measure A funds. This action is subject to contract approval.

Motion: Renteria Second: Canchola Vote: 5-0 PASSED

- D. Approved the selection of Christofi Architects, Inc. as the project architect to provide architectural services for the upgrade of the shower, locker, and weight rooms, design of new pool, and design of the required ADA upgrades. This project will be funded by Measure A funds. This action is subject to contract approval.

Motion: Renteria Second: Rivera Vote: 5-0 PASSED

10.5 DIVISION OF HUMAN RESOURCES – Mark Matthews: 801-5216

- A. 1. Approved ***subject to CSEA memorandum of understanding ratification***
Classified Layoffs & Reductions due to Job Elimination & Bumping
Process for the 2013-2014 School Year:
 - b. Notice of Transfer & Reduction of Hours
Eff: 8/5/13
 - Health Services Assistant (1 position)
 - Cook/Baker (2 positions)
 - c. Notice of Reduction in Hours
Eff: 8/5/13
 - Cafeteria Manager I (10 positions)
 - Cook/Baker (9 positions)
 - g. Notice of Transfer
Eff: 8/5/13
 - Cook/Baker (1 position)
 - Instructional Aide III (1 position)

Motion: Renteria Second: Rivera Vote: 3-2 PASSED
(Canchola-no)
(Renteria-no)
(Renteria-recuse on Item A.1.c –
Cafeteria Manager I position)

10.5 DIVISION OF HUMAN RESOURCES – Mark Matthews: 801-1216 ~~Item~~ 12.1 A

2. Approved *subject to CSEA memorandum of understanding ratification*
Authorization of Employment for the 2013-2014 school year:

c. Increase in Hours & Transfer

Eff: 8/21/13

Cook/Baker (1 position)

Motion: Renteria Second: Rivera Vote: 3-2 PASSED
(Canchola-no)
(Renteria-no)

11. ADJOURNMENT – 9:30 p.m.

Motion: Canchola Second: Alvidrez Vote: 5-0 PASSED

NOTE: Exhibits listed herein are a part of these minutes and are filed in the Official Board Minutes Record Book of the Board of Education, which is open for public inspection.

Minutes approved July 11, 2013 as written , as corrected

Delia Alvidrez, President

Martin Galindo, Superintendent

EL RANCHO UNIFIED SCHOOL DISTRICT
Special Meeting of the Board of Education
Conducting the District's Business in Public

Item 12.1 A

ERUSD Small Conference Room
9333 Loch Lomond Drive
Pico Rivera, CA 90660

June 8, 2013
12:00 p.m.

MINUTES OF BOARD ACTIONS

1. CALL TO ORDER

The meeting was called to order by Delia Alvidrez, President, at 12:02 p.m.

1.1 ROLL CALL – Members of the Board of Education

Delia Alvidrez, President
Rita Jo Ramirez, Vice President
Rachel Canchola, Clerk (absent)
Alfred Renteria, Jr., Member
Dr. Joseph Rivera, Member

2. PLEDGE OF ALLEGIANCE

RECORDER Sandy Watkins
VISITORS Register No. 32-2012/2013

3. ADOPTION OF AGENDA

Recommendation is made that the Agenda be adopted as submitted.

Motion: Renteria Second: Ramirez Vote: 4-0 PASSED
(Canchola – absent)

4. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

- None

5. ADJOURN TO CLOSED SESSION – 12:04 p.m.

6. CLOSED SESSION

Closed Session is conducted in accordance with applicable sections of California law. Closed Sessions are not open to the public.

6.1 Conference with Labor Negotiator (Pursuant to subdivision (a) of Government Code § 54957.6) Agency Designated Representative: Sal Holguin, Legal Counsel
Employee Organizations: Unrepresented Employee (Superintendent)

7. **RECONVENE IN OPEN SESSION** - 2:15 p.m.

Item 12.1 A

8. **PUBLIC ANNOUNCEMENT OF ACTIONS TAKEN IN CLOSED SESSION**

No action was taken in Closed Session.

9. **ADJOURNMENT** – 2:17 p.m.

Motion: Renteria

Second: Ramirez

Vote: 4-0 PASSED
(Canchola – absent)

NOTE: Exhibits listed herein are a part of these minutes and are filed in the Official Board Minutes Record Book of the Board of Education, which is open for public inspection.

Minutes approved July 11, 2013 as written , as corrected

Delia Alvidrez, President

Martin Galindo, Superintendent

EL RANCHO UNIFIED SCHOOL DISTRICT
Regular Meeting of the Board of Education
Conducting the District's Business in Public

Item 12.1 A

Pico Rivera City Hall
6615 Passons Boulevard
Pico Rivera, CA 90660

June 13, 2013
Closed Session – 6:00 p.m.
Open Session – 7:30 p.m.

MINUTES OF BOARD ACTIONS

1. CALL TO ORDER

The meeting was called to order by Rita Jo Ramirez, Vice President, at 6:00 p.m.

1.1 ROLL CALL – Members of the Board of Education

Delia Alvidrez, President (absent)
Rita Jo Ramirez, Vice President
Rachel Canchola, Clerk
Alfred Renteria, Jr., Member
Dr. Joseph Rivera, Member

1.2 ROLL CALL – Members of the Administrative Cabinet

Norbert D. Genis, Interim Superintendent
Roxane Fuentes, Assistant Superintendent, Educational Services
Mark Matthews, Director, Human Resources
Dr. Christopher Gutierrez-Lohrman, Director, Student Services
Pearl Iizuka, Consultant, Business Services

2. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

- None

3. ADJOURN TO CLOSED SESSION – 6:02 p.m.

4. CLOSED SESSION

Closed Session is conducted in accordance with applicable sections of California law. Closed Sessions are not open to the public. If additional time is required, the Board will reconvene Closed Session at the end of the regular meeting.

- 4.1 Student Discipline (Pursuant to Education Code § 35146; § 48918 (c))**
Student Nos. 22-2012/2013 through 29-2012/2013

4. CLOSED SESSION

Item 12.1 A

- 4.2 ~~PULLED Public Employee Appointment/Employment (Pursuant to Government Code §54957)
Title: Elementary School Principal (2)
Title: Middle School Principal (1)
Title: High School Principal (1)
Title: Middle School Assistant Principal (3)
Title: High School Assistant Principal (3)
Title: Dean (2)
Title: Chief Business Officer (1)~~
- 4.3 Public Employment Discipline/Dismissal/Release (Pursuant to Government Code §54957)
- 4.4 Conference with Labor Negotiators (Pursuant to subdivision (a) of Government Code § 54957.6) Agency Designated Representative: Mark Matthews, Director, Human Resources
Employee Organizations: ERFT/CSEA/ERASA/Other Unrepresented Employees
- 4.5 Liability Claims (Pursuant Government Code § 54956.95)
Claimant: Susie Solano
Against: El Rancho Unified School District
- 4.6 Conference with Legal Counsel – Anticipated Litigation
Significant exposure to litigation pursuant to subdivision (b) of §54956.9
(4 cases unassigned)
- 4.7 ~~PULLED Conference with Legal Counsel – Anticipated/Existing Litigation (Pursuant to subdivisions (a-c) of Government Code §54956.9)
David Amparan vs. El Rancho Unified School District (Case Number VC062134)~~
- 4.8 ~~PULLED Conference with Legal Counsel – Anticipated/Existing Litigation (Pursuant to subdivisions (a-c) of Government Code §54956.9)
Dominique Miller vs. El Rancho Unified School District (Case Number VC060569)~~
- 4.9 Conference with Labor Negotiator (Pursuant to subdivision (a) of Government Code § 54957.6) Agency Designated Representative: Sal Holguin, Legal Counsel
Employee Organizations: Unrepresented Employee (Superintendent)

5. RECONVENE IN OPEN SESSION – 7:40 p.m.

5.1 PLEDGE OF ALLEGIANCE

RECORDER Sandy Watkins
INTERPRETER Herlinda Acevedo
VISITORS Register No. 33-2012/2013

6. ADOPTION OF AGENDA

Item 12.1 A

Recommendation is made that the Agenda be adopted as submitted.

Motion: Renteria Second: Rivera Vote: 4-0 PASSED *with amendments and exceptions*
(Alvidrez-absent)

Amendments and exceptions:

- | | |
|------------------------------|----------------------------------|
| <i>Item 4.2 – Pulled</i> | <i>Item 14.5 B.2.a – Amended</i> |
| <i>Item 4.7 – Pulled</i> | <i>Item 14.5 C.7.a - Amended</i> |
| <i>Item 4.8 – Pulled</i> | <i>Item 16.2 E – Pulled</i> |
| <i>Item 14.1 A – Amended</i> | <i>Item 16.2 F – Amended</i> |
| <i>Item 14.2 F – Amended</i> | <i>Item 16.4 E - Pulled</i> |

7. AWARDS AND RECOGNITIONS

This is the time on the agenda when the Board recognizes personnel, school(s), and/or District programs.

7.1 Recognition of Cristian Roldan, National Soccer Player of the Year.

BREAK: 7:47 p.m. – 8:09 p.m.

A reception was held in recognition of Superintendent, Norbert Genis.

8. PUBLIC ANNOUNCEMENT OF ACTIONS TAKEN IN CLOSED SESSION

Ms. Ramirez announced the following action was taken in Closed Session:

- | | | | |
|-----------------|--|-----------------|------------|
| Item 4.1 | Discussion | Item 4.6 | Discussion |
| Item 4.2 | Pulled | Item 4.7 | Pulled |
| Item 4.3 | Discussion | Item 4.8 | Pulled |
| Item 4.4 | Discussion | Item 4.9 | Discussion |
| Item 4.5 | Action to decline claim by a unanimous vote. | | |

9. PUBLIC HEARING

9.1 Public Hearing regarding Resolution No. 36-2012/2013, addressing the Pupil Textbook and Instructional Materials Incentive Act, an act which requires each school district to provide a written assurance to the State Superintendent of Public Instruction that all purchases of instructional materials made with allocations from the State Instructional Materials Fund for fiscal year 2012/2013 conform to the State Board of Education regulations.

The Public Hearing opened at 8:11 p.m. As there were no comments from the public, the Hearing closed at 8:12 p.m.

9. PUBLIC HEARING**Item 12.1 A****9.2** Public Hearing on the application waiver for class size reduction cap penalties (Board Item 16.4B).

The Public Hearing opened at 8:12 p.m. As there were no comments from the public, the Hearing closed at 8:13 p.m.

9.3 Public Hearing on the Education Protection Account (Board Item 16.4C).

The Public Hearing opened at 8:13 p.m. As there were no comments from the public, the Hearing closed at 8:14 p.m.

10. INFORMATION ITEMS

Information items are included on the agenda to provide information on a wide range of matters of interest to the Board of Education. These information items may require Board action at a later date.

10.1 Presentation of the El Rancho Unified School District's 2013/2014 Budget Adoption to the Board of Education by Laura Castillo, Director of Fiscal Services.

10.2 Presentation of the 2011-2012 Citizens Bond Oversight Committee Annual Report for Measure A and Measure EE by Dr. Aurora Villon, CBOC Chairperson.

11. PUBLIC COMMENTS – ITEMS NOT ON THE AGENDA (Yellow speaker's card)

*Public Comments is the time when members of the audience may address the Board on matters **not listed on the agenda**. Please be aware that Government Code 54954.2 prohibits the Board from taking action at this meeting if the item does not already appear on the posted agenda. In the interest of time, your remarks will be limited to three (3) minutes. We ask that you confine your comments to new ideas to avoid repeating what has already been said. Comments on the same topic will be limited to a maximum of fifteen (15) minutes. Please do not refer to students, employees, parents, or other individuals in a derogatory or potentially offensive manner.*

- Rico Tamayo questioned when the Board will be reviewing items that had been pulled from the agenda. He commented about El Rancho High School's shortage of instructional minutes. He requested the Board to hold two meetings per month and to have Closed Session at the end of the meeting. He asked the Board to take a leap of faith – without teachers you cannot teach students and they cannot teach without support staff.
- Yvette Shahinian, aide to Congresswoman Linda Sanchez, introduced herself to the Board and Administration in an effort to extend support to ERUSD.
- Todd Zola addressed the Board regarding physical education class sizes and the need to have air conditioning in the PE locker rooms at North Park Middle School.

11. **PUBLIC COMMENTS – ITEMS NOT ON THE AGENDA** (Yellow speaker's card) **Item 12.1A**

- Bev Johnson asked the Board to consider rescinding classified staff layoff notices, restoring health and welfare benefits and to rescind furlough days. She also requested that the Board look at the budget / funding and ensure that the numbers are correct.
- Rosemarie Espinosa expressed her concern about the layoff of Special Education aides while at the same time hiring new people that do not want to take on the responsibilities of the job.
- Jackie Montes spoke of the importance of Special Education aides and the impact they have on students.
- Bill Cooper addressed the Board about the need for Special Education aides.
- Ruth Villaneda spoke about how the Adult Transition Program prepares young adults for life after school; provides them with life skills.
- Tony Hernandez expressed a need to start conversation about the restoration of the whole school year as well as not issuing layoff notices to classified employees.
- Marina Martinez addressed the Board about being proactive in finding solutions to problems.
- Gerri Guzman, field representative for Assemblywoman Cristina Garcia, extended an invitation to the Board to attend their quarterly Roundtable meetings.

12. **BOARD OF EDUCATION ANNOUNCEMENTS AND ACKNOWLEDGEMENTS**

Board Members have the opportunity to report and discuss information regarding conference attendance, committee updates, and other District-related activities/observations.

- Dr. Joseph Rivera attended promotion and graduation ceremonies; has noticed a lot less students graduating. He thanked the Categorical Programs Office for their work with the Parent Recognition Dinner. He challenged the associations to speak to the Board if there are problems with the budget; to have active dialog. Dr. Rivera thanked Norbert Genis for his service to the District.
- Rachel Canchola attended the end of the year graduations and promotions. She expressed her gratitude to Special Education staff for assisting her daughter throughout her school years. She supports filling open job positions but does not support appointments.
- Alfred Renteria attended promotions and graduation ceremonies. He encouraged the Board to take a leap of faith to look at every single dollar and make cuts where possible. He expressed concerns about the classified seniority list and requested that it be posted on the District web site to allow employees an opportunity to know their status. He commented about a rumor circulating – that he parks his car at North Park Middle School in the morning to watch what time teachers arrive to school. That is not true – he is there while his daughter practices playing with the North Park band.

13. SUPERINTENDENT'S REPORT

Item 12.1 A

The Superintendent reports to the Board of Education on relevant educational issues, participation in, and attendance at seminars, conferences, and District activities.

- Norbert Genis thanked the Board for giving him the opportunity to return to El Rancho.

14. CONSENT AGENDA

All matters listed under the Consent Agenda are those on which the Board has previously deliberated or that can be classified as routine items of business. There will be no separate discussion of these items prior to the time the Board of Education votes on the motion unless members of the Board, staff, or public request specific items to be discussed or pulled from the Consent items (per Bylaws of the Board 9322). It is understood that the Administration recommends approval on all Consent Items. Each Item on the Consent Agenda approved by the Board of Education shall be deemed to have been considered in full and adopted as recommended.

HEARING SESSION: (Blue speaker's card)

This is the time when members of the audience may speak to any item on the CONSENT AGENDA only. Your remarks will be limited to three (3) minutes. Please note that questions from the public on personnel and/or IEP-related items cannot be accommodated due to confidentiality requirements.

- Lourdes Serrano commented about Special Education funding; that we have monies available that are being used in the wrong way.

The Board President will call for a motion and a second to open Board discussion on the Consent Agenda. Consent Items are voted on by a single motion. Board Members or the Superintendent may withdraw items for further discussion and separate action.

Motion: Rivera

Second: Renteria

14.1 SUPERINTENDENT'S OFFICE – Norbert Genis: 801-5199

- A. Approved the Minutes of the Board of Education's Regular Meeting held May 9, 2013 and Special Meetings held May 15, 2013 **as amended**, May 24, 2013 **as amended** and May 25, 2013.
- B. Approved the Principal, the Assistant Principal of Activities, and the Athletic Coordinator as voting representatives to the California Interscholastic Federation Southern Section for El Rancho High School for the 2013/2014 school year.
- C. Approved agreement for services with Interquest Detection Canines of Los Angeles for contraband detection services from September 2013 through June 2014. Interquest agrees to provide 36-half day visits for the duration of the contract at \$225 per visit. Total expenditure of \$8,100.00 is payable from General Funds.

14.1 SUPERINTENDENT'S OFFICE – Norbert Genis: 801-5199 **Item 12.1 A**

- D. Approved attendance of Board Members, administration, and staff to any meeting or conference scheduled by the associations during the 2013/2014 fiscal year, in accordance with Board Policy 4133, with cash advances and necessary expenses payable from budgeted General Funds, Cafeteria Funds, and other restricted funds as appropriate.
- E. Approved Board of Education institutional memberships of approximately \$15,035.00 as recommended for the 2013/2014 fiscal year, payable from Board Dues and Memberships General Fund account.

14.2 DIVISION OF STUDENT SERVICES –Dr. Christopher Gutierrez-Lohrman: 801-4810

- A. Approved Memorandum of Understanding with *Boston Reed*, a vocational college, for the 2013/2014 school year, effective July 1, 2013 through June 30, 2014. Services provided will be at no cost to the District.
- B. Approved maintenance agreement for the 2013/2014 school year between the El Rancho Unified School District and the *San Joaquin Office of Education*, which is the company now servicing SEIS. There is a need to integrate components and services to allow data transfer between SEIS and the District's Aeries Eagle system. SEIS is the current IEP program used by the District's Special Education Department. Total expenditures of \$1,648.50 is payable from Federal and State Special Education Funds.
- ~~C. *Withdrawn for discussion and action under Item 16.2 Approve Service Agreement with Educational Based Services (EBS) for the 2013/2014 school year to provide three Speech-Language Pathologists, effective August 15, 2013 through June 6, 2014. Total expenditure of \$294,525.00 is payable from Federal and State Special Education Funds.*~~
- D. Approved Service Agreement with *Educational Based Services (EBS)* for the 2013 extended school year to provide one Speech-Language Pathologist, effective June 10, 2013 through July 12, 2013. Total expenditure of \$9,240.00 is payable from Federal and State Special Education Funds.
- E. Approved Contract Agreement between the El Rancho Unified School District and *Strategic Partnership Schools Group, Inc.* for evaluator services. The total contract for the 2013/2014 school year is not exceed \$113,798.00 and is payable from Safe Schools/Healthy Students Grant Funds.
- F. Approved *as amended* agreement with the *County of Los Angeles, Probation Department* for the funding of a Probation Officer. The total cost of ~~\$167,000.00~~ \$136,000.00, from July 1, 2013 through June 30, 2014, will be payable from Safe Schools/Healthy Students Grant Funds.

14.2 DIVISION OF STUDENT SERVICES –Dr. Christopher Gutierrez-Lerman: 10-4810 **Item 12.1 A**

- G. Approved payment in accordance with the Terms of the Settlement Agreement(s) for student #571218. Authorize payment in an amount not to exceed \$16,175.00 in accordance with the terms of the Settlement Agreement(s) and Education Code Sections 56035, 56365, 56366, and 56740, payable through Federal and State Special Education Funds.
- H. Approved payment in accordance with the Terms of the Settlement Agreement(s) for student #570913. Authorize payment in an amount not to exceed \$14,475.00 in accordance with the terms of the Settlement Agreement(s) and Education Code Sections 56035, 56365, 56366, and 56740, payable through Federal and State Special Education Funds.
- I. Approved payment in accordance with the Terms of the Settlement Agreement(s) for student #571826. Authorize payment in an amount not to exceed \$15,075.00 in accordance with the terms of the Settlement Agreement(s) and Education Code Sections 56035, 56365, 56366, and 56740, payable through Federal and State Special Education Funds.
- J. Approved payment in accordance with the Terms of the Settlement Agreement(s) for student #571824. Authorize payment in an amount not to exceed \$20,075.00 in accordance with the terms of the Settlement Agreement(s) and Education Code Sections 56035, 56365, 56366, and 56740, payable through Federal and State Special Education Funds.
- K. Approved Master Contract and Individual Service Tuition Agreement between El Rancho Unified School District and *Del Sol School*. An El Rancho Unified School District student is to attend this school from July 1, 2013 to June 30, 2014 in accordance with Public Law 108-446 IDEA; Education Code Sections 56035, 56365-56366 and 56740. Total expenditure not to exceed \$70,000.00 is payable through Federal and State Special Education Funds.
- L. Approved Master Contract and Individual Service Tuition Agreement between El Rancho Unified School District and *Olive Crest Academy - TEC Secondary School*. An El Rancho Unified School District student is to attend this school from July 1, 2013 to June 30, 2014 in accordance with Public Law 108-446 IDEA; Education Code Sections 56035, 56365-56366 and 56740. Total expenditure not to exceed \$50,000.00 is payable through Federal and State Special Education Funds.

14.2 DIVISION OF STUDENT SERVICES –Dr. Christopher Gutierrez-Lihrman: 801-4814
Item 12.1A

- M. Approved Master Contract and Individual Service Tuition Agreements between El Rancho Unified School District and *Cleta Harder Developmental School*. El Rancho Unified School District students are to attend this school from July 1, 2013 to June 30, 2014 in accordance with Public Law 108-446 IDEA; Education Code Sections 56035, 56365-56366 and 56740. Total expenditure not to exceed \$80,000.00 is payable through Federal and State Special Education Funds.
- N. Approved Master Contract and Individual Service Tuition Agreement between El Rancho Unified School District and *Augmentative Communication Therapies*. An El Rancho Unified School District student is to receive services from this agency from July 1, 2013 to June 30, 2014 in accordance with Public Law 108-446 IDEA; Education Code Sections 56035, 56365-56366 and 56740. Total expenditure not to exceed \$15,000.00 is payable through Federal and State Special Education Funds.
- O. Approved Master Contract and Individual Service Tuition Agreements between El Rancho Unified School District and *Speech and Language Development Center*. El Rancho Unified School District students are to attend this school from July 1, 2013 to June 30, 2014 in accordance with Public Law 108-446 IDEA; Education Code Sections 56035, 56365-56366 and 56740. Total expenditure not to exceed \$315,000.00 is payable through Federal and State Special Education Funds.
- P. Approved/Ratified Memorandum of Participation between El Rancho Unified School District and *Downey-Montebello SELPA Pace School Program*, through the Los Angeles County Office of Education. An El Rancho Unified School District student is to attend this school from October 22, 2012 to June 30, 2013 in accordance with Public Law 108-446 IDEA; Education Code Sections 56035, 56365-56366 and 56740. Total expenditure not to exceed \$27,000.00 is payable through Federal and State Special Education Funds.
- Q. Pursuant to Education Code 60851(a), approved request for the Governing Board to authorize a waiver for four (4) students with disabilities who have passed the California high school exit exam requirement with modification.

14.3 DIVISION OF EDUCATIONAL SERVICES – Roxane Fuentes: 801-5208

- A. Approved conference attendance for one (1) certificated district resource teacher to the AVID Summer Institute in San Diego, CA, from Tuesday, July 30, 2013 through Friday, August 2, 2013. Total expenditure of \$866.37 is payable from Centralized Title I Set Aside – PI LEA Professional Development Funds.

14.3 DIVISION OF EDUCATIONAL SERVICES – Roxane Fuentes: 801-5208-12.1 A

- B. Approved participation for three (3) El Rancho High School certificated staff members in the Data Driven Self-Analysis of Student Performance course at UC Riverside Extension June 18 – 19, 2013 in Riverside, California. Total expenditure of \$735.00 for registration is payable from Title I PI Set Aside – PI LEA Professional Development Funds.
- C. Approved participation for fourteen (14) El Rancho High School girls varsity basketball team students and two (2) certificated staff members in the 2013 Palm Springs High School Girls Varsity Summer Basketball Tournament from Friday, June 14, 2013 through Sunday, June 16, 2013. Estimated expenditure of \$700.00 for El Rancho Vans transportation, accommodations at the Courtyard Marriott in Palm Springs, and meals is payable from El Rancho High School fundraisers, donations from supportive organizations, and ASB Funds.
- D. Approved participation for fourteen (14) El Rancho High School girls varsity basketball team students and two (2) certificated staff members in the 2013 San Diego Classic High School Girls Varsity Summer Basketball Tournament from Thursday, July 18, 2013 through Sunday, July 21, 2013. Estimated expenditure of \$1,750.00 for El Rancho Vans transportation, accommodations at The Comfort Inn and Suites in San Diego, and meals is payable from El Rancho High School fundraisers, donations from supportive organizations, and ASB Funds.
- E. Approved extended educational field trip for twenty-eight (28) El Rancho High School boys/girls varsity cross country team students, one (1) certificated staff member and (2) district-approved walk-on coaches to Big Bear, CA from Friday, August 2, 2013 through Saturday, August 10, 2013. Estimated expenditure of \$9,100.00 for PTC transportation, camp site accommodations, and meals is payable from El Rancho High School fundraisers, donations from supportive organizations, and ASB funds.
- F. Approved consultant agreement with Armando Briones, Jr. for public announcing services at El Rancho High School athletic events, effective September 3, 2013 – December 1, 2013. Total expenditure not to exceed \$1,000.00 (\$125.00 per game worked) is payable from El Rancho High School ASB Funds.
- G. Approved contract between El Rancho Unified School District and AVID Center for the 2013-2014 school year, effective July 1, 2013 through June 30, 2014. Total expenditure of \$6,770.00 is payable from Title I PI Set Aside – PI LEA Professional Development Funds.

14.3 DIVISION OF EDUCATIONAL SERVICES – Roxane Fuentes: 801-5208-12.1 A

- H. Approved contract with Adrylan Communications, Inc., for access to the Educator's Assessment Data Management System (EADMS) for the 2013-2014 school year, effective July 1, 2013 through June 30, 2014. Total expenditure of \$177,988.40 will be paid at the beginning of the contract period, as stipulated in the contract, and is payable from Lottery Funds.
- I. Approved agreements with School Innovations and Achievement, Inc. (SIA) to assist all K – 12 schools with School Accountability Report Card (SARC) reporting requirements and edPLAN Online, as specified by the Williams Settlement, effective July 1, 2013 through June 30, 2014. Total expenditure of \$22,100.00, is payable as follows: District General Funds – \$11,050.00 for SARC; Lottery Funds – \$11,050.00 for SIPlan for all K – 12 schools.
- J. Approved agreement with Renaissance Learning, Inc. to provide a Renaissance Place subscription for Accelerated Math, Accelerated Reader, and STAR Reading software; and technical consulting and hosting for the 2013-2014 school year. Total expenditure of \$78,497.25 is payable from Lottery Funds.
- K. Approved service agreement with Blackboard Connect Inc. to provide the Blackboard Connect K-12 Enhanced Communications Service with Connect for Teachers, along with around-the-clock support and unlimited online training for all K – 12 schools, effective July 1, 2013 through June 30, 2014. Total expenditure of \$30,927.00 will be paid at the beginning of the contract period from Medi-Cal Administrative Activities Program (MAA) Funds.
- L. Approved contract with THINK Together to provide comprehensive after-school programs at Burke, North Park and Rivera middle schools for the After School Education and Safety (ASES) Grant Program, effective July 1, 2013 through June 30, 2016.
- M. Approved the 2013-2014 instructional schedules for kindergarten and middle schools.
- N. Approved the El Rancho High School 2013-2014 Textbook Master List.
- O. Approved/Ratified participation in the Advanced Placement (AP) Reimbursement Program for El Rancho High School. Total estimated cost of \$22,000.00 will be paid to the College Board from District General Funds and reimbursed by the California Department of Education (CDE) through a federal grant.

14.3 DIVISION OF EDUCATIONAL SERVICES – Roxane Fuentes: 801-5208 **Item 12.1 A**

- P. Approved submission of each school site's 2012-2013 Single Plan for Student Achievement (SPSA) as interim SPSAs for the 2013-2014 school year, effective July 1, 2013 through November 14, 2013.
- Q. Approved submission of the District's 2013-2014 Consolidated Application through the Consolidated Application Reporting System (CARS) to the California Department of Education.
- R. Approved the Carl D. Perkins Career and Technical Education Improvement Act Application for Funding for the 2013-2014 fiscal year in the amount of \$72,314.00.

14.4 DIVISION OF BUSINESS SERVICES – Pearl Iizuka: 801-5294

- A. ~~Withdrawn for discussion and action under Item 16.4 Approve/Ratify Business Services reports for the month of May 2013.~~
- B. ~~Withdrawn for discussion and action under Item 16.4 Adopt the proposed budget for 2013-2014.~~
- C. Approved annual authorization for the Los Angeles County Office of Education to make appropriation transfers necessary at the close of the school year 2012-2013, to permit payment of obligations of the district incurred during such school year, including the identification of the sources of funds.
- D. ~~Withdrawn for discussion and action under Item 16.4 Approve agreement between the El Rancho Unified School District and Vavrinek, Trine, Day & Co. (VTD) to provide auditing services for the 2013-2014, 2014-2015 and 2015-2016 fiscal years. Total cost shall not exceed \$47,000 for year one, \$47,500 for year two and \$48,000 for year three, payable from General Funds.~~
- E. Approved annual contract with the Los Angeles County Office of Education for PeopleSoft Financial Systems Services for the 2013-2014 school year in the amount of \$63,606.71 payable from the General Fund.
- F. Approved to accept cost proposal submitted by CF Environmental, Inc. for Environmental Consulting Services to manage Hazardous and Non-Hazardous Materials. These services are to be provided on an as needed basis during construction and maintenance projects for the 2013-2014 fiscal year. Total cost for services not to exceed \$50,000.00, payable from Deferred Maintenance Funds.

14.4 DIVISION OF BUSINESS SERVICES – Pearl Iizuka: 801-5294 Item 12.1 A

- G. Approved to declare grounds equipment as obsolete. Equipment will be declared scrap and discarded.
- H. Approved annual service agreement with Dewey Pest Control for pest control services at twelve (12) school cafeterias and one (1) District Food Service Warehouse. Total cost of \$7,020.00 payable from Cafeteria Funds.
- I. Approved annual service agreement with Dewey Pest Control for pest control services at three (3) District Offices. Total cost of \$1,620.00, payable from budgeted General Maintenance Funds.
- J. Approved annual service agreement with Dewey Pest Control for pest control services for nineteen (19) school locations including three (3) cafeterias, (Meller/Salazar, Selby Grove and Pio Pico Elementary). Total cost of \$14,160.00, payable from Restricted Maintenance Funds.
- K. Approved annual service agreement with the County of Los Angeles for pest control services for the 2013-2014 fiscal year. Total costs for services shall not exceed \$2,500.00, payable from Restricted Maintenance Funds.
- L. Approved annual service agreement with Caliber Commercial Pool Services for the 2013-2014 school year. Total cost for services not to exceed \$35,400.00 payable from budgeted General Maintenance Funds.
- M. Approved agreement between El Rancho Unified School District and Simplex Grinnell through the Western States Contracting Alliance (WSCA) pricing Contract No. 1568 to perform fire alarm testing services at all school sites. Total contract cost is \$16,253.37, payable from Restricted Maintenance Funds.
- N. Approved annual service agreement with ThyssenKrupp Elevator Corporation to service elevators at North Park Middle, El Rancho High School and El Rancho Education Center. Total contract cost is \$11,600.00, payable from Restricted Maintenance Funds.
- O. Approved annual service agreement with McKinley Elevator Corporation to service fifteen (15) wheelchair lifts and dumbwaiters for a total cost of \$6,750.00, payable from Restricted Maintenance Funds.
- ~~P. *Withdrawn for discussion and action under Item 16.4* Approve to award agreement for vending services to First Class Vending Services for Snack and Beverage items; agreement shall include the option to renew each year up to (2) consecutive years. There is no cost to the district under this agreement.~~

14.4 DIVISION OF BUSINESS SERVICES – Pearl Iizuka: 801-5294 **Item 12.1 A**

~~Q. *Withdrawn for discussion and action under Item 16.4* Approve license agreement between El Rancho Unified School District and Spectrum Center Schools for the use of classroom space at Meller Elementary School. License agreement shall be effective July 1, 2013 through June 30, 2015. Monthly license fee is \$960.00.~~

14.5 DIVISION OF HUMAN RESOURCES – Mark Matthews: 801-5216

A. Approved the proposed School Calendar for Ruben Salazar High School for the 2013-2014 school year.

B. Approved *as amended* Certificated Personnel Register No. 17-2012/2013

1. Authorization & Ratification of Employment

a. Substitute Teachers (2) – Districtwide

Funding Source: District General Funds

Eff: 5/3/13

Talavera, Rosa

Eff: 5/23/13

Mendoza, Louis A.

2. Authorization & Ratification of Employment for the 2013-2014 School Year:

a. Teachers (4) from the Recall List

Eff: 6/10/13

Funding Source: Federal and State Special Education Funds

Atencio, Sam

Lopez, Gabriel

Mortensen, Ryan

Funding Source: *District General Funds*

Celiz, Michael

3. Authorization & Ratification of Summer School Employment:

a. Special Education Teachers (18) – South Ranchito Elementary

Funding Source: Federal and State Special Education Funds

Eff: 6/10/13 – 7/5/13

Atencio, Sam

Bielejeski, Kim

Bronson, Christopher

Casillas, Lupita

Dickinson, Janice

Garcia, Maria

Gomez, Lauren

Gollette, Judith

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Guzman, John
Hernandez, Anna
Lincoln, Thea
Lopez, Gabriel
Manriquez, Gina
Mattingly, Lisa-Marie
Ramirez, Luz
Resell, Stephanie
Tristan-Gonzalez, Rebecca
Vega, Paulina

- b. Special Education Teachers (7) – El Rancho High School
Funding Source: Federal and State Special Education Funds
Eff: 6/10/13 - 7/12/13
 - Baleskie, Teresa
 - Chai, Robert
 - Chita, Roxane
 - Eaves, Linda
 - Farris, April
 - Kerr, Megan
 - Maillette, Natasha
- c. Special Education Teachers (3) – El Rancho Education Center
Funding Source: Federal and State Special Education Funds
Eff: 6/10/13 – 7/5/13
 - Rodriguez, Raqueal
 - Villaneda, Ruth
 - Werden, Ladeen
- d. Special Education Teacher (1) – El Rancho Education Center
Funding Source: Federal and State Special Education Funds
Eff: 6/10/13 – 7/5/13
 - Brandt, Paul
- e. Special Education Teachers (3) – Independent Study Program
Funding Source: Independent Study/Home Teaching Funds
Eff: 6/10/13 – 7/12/13
 - Farris, April
 - Kerr, Megan
 - Vega, Paulina
- f. Home Teacher (1) – Independent Study Program
Funding Source: Independent Study/Home Teaching Funds
Eff: 6/10/13 – 7/5/13
 - Garcia, Brandi

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- g. Teachers (6) – Co-teach Model, Student Services
Funding Source: Federal and State Special Education Funds
Eff: 6/10/13 – 7/12/13
Special Education Teachers (3)
 - Lopez, Gabriel
 - Perez, Lavelle
 - Vega, Paulina*General Education Teachers (3)*
 - Celiz, Michael
 - Valera-Barajas, Maria
 - Veach, Annette
- h. District Nurse (1) – Student Services
Funding Source: Federal and State Special Education Funds
Eff: 6/10/13 – 7/12/13
Centeno, Andres
- i. Speech & Language Pathologists (2) – Student Services
Funding Source: Federal and State Special Education Funds
Eff: 6/21/13 – 7/12/13
Contreras, Barbara
Mendoza, Sylvia
- j. Special Education Substitute Teachers (4) – Student Services
Funding Source: Federal and State Special Education Funds
Eff: 6/10/13 – 7/12/13
Alcaraz, Tania
Delgado, Rosa
Larrache, Freddy
Leos, Mia
- k. Special Education Substitute Teacher (1) – Student Services
Funding Source: Federal and State Special Education Funds
Eff: 6/10/13 – 7/12/13
Ramos, Araceli
- l. CELDT Assessors (2) - El Rancho High School
Funding Source: CELDT Testing Funds
Eff: 6/27/13 – 7/12/13
Diaz, Daniel
Palacios, Desiree

14.5 DIVISION OF HUMAN RESOURCES – Mark Matthews: 801-521-16 **Item 12.1 A**

4. Authorization & Ratification of Extra-Duty, Extra-Pay Assignments for the 2012-2013 School Year:

HUMAN RESOURCES:

a. Extra-Duty, Extra-Pay Assignment

Certificated Staff Member (1) – Valencia Elementary

Total Expenditure: \$604.01

Funding Source: Fundraiser/Donations Account

Eff: 3/13/13 – 6/13/13

Stinson, Sharon

5. Authorization & Ratification of Extra-Duty, Extra-Pay Assignments for Summer 2013:

HUMAN RESOURCES:

a. Per Diem Assignment

Certificated Staff Member (1) – ERFT

Total Expenditure: \$10,637.98

Funding Source: ERFT

Eff: 6/10/13 – 7/30/13

Tamayo, Richard

b. Per Diem Assignment

Certificated Staff Member (1) – Human Resources

Total Expenditure: \$2,177.44

Funding Source: District General Funds

Eff: 6/10/13 – 7/30/13

Redding, Heather

c. Supplemental Pay Assignment

Certificated Staff Member (1) – El Rancho High School

Total Expenditure: \$1,508.41

Funding Source: ERHS General Funds

Eff: 6/17/13 – 8/9/13

Pena, Ramon

d. Extra-Duty, Extra-Pay Assignment

Certificated Staff Member (1) – El Rancho Education Center

Total Expenditure: \$554.31

Funding Source: El Rancho Education Center Funds

Eff: 7/15/13 – 7/26/13

Noriega, Karen

e. Extra-Duty, Extra-Pay Assignment

Certificated Staff Member (1) – El Rancho Education Center

Total Expenditure: \$1,385.78

Funding Source: El Rancho Education Center Funds

Eff: 6/10/13 – 7/5/13

Noriega, Karen

14.5 DIVISION OF HUMAN RESOURCES – Mark Matthews: 801-5216 Item 12.1 ASTUDENT SERVICES:

- f. Psychologist (1) – El Rancho Education Center
 Total Expenditure: \$3,169.57
 Funding Source: Federal and State Special Education Funds
 Eff: 6/26/13 – 7/5/13
 Johnson-Quezada, Inger
- g. Psychologist (1) – Student Services
 Total Expenditure: \$650.26
 Funding Source: Federal and State Special Education Funds
 Eff: 6/26/13 – 7/12/13
 Caro-Michel, Elvira
- h. Program Specialist (1) – Student Services
 Total Expenditure: \$4,840.38
 Funding Source: Federal and State Special Education Funds
 Eff: 6/26/13 – 7/12/13
 Montgomery, Kathy

EDUCATIONAL SERVICES:

- i. Extra-Duty, Extra-Pay Assignment
 Certificated Staff Members (7) – Various School Sites
 Total Expenditure: \$2,818.73
 Funding Source: Centralized Title I Set Aside – PI LEA Professional Development Funds
 Eff: 6/17/13 – 6/28/13, not to exceed 10 hours each
 Alonso, Janet (Rio Vista Elementary)
 Ibarra, Virginia (South Ranchito Elementary)
 Mackay, Renee (Rivera Elementary)
 Martinez, Diane (Magee Elementary)
 Pañeda, Aracely (N. Ranchito Elementary)
 Sermeno, David (Durfee Elementary)
 Ziola, Patty (Valencia Elementary)
- j. Extra-Duty, Extra-Pay Assignment
 Certificated Staff Members (2) – Birney Elementary
 Total Expenditure: \$4,832.10
 Funding Source: Title I (42%), EIA/SCE (42%), and EIA/LEP (16%) Funds
 Eff: 6/14/13 – 6/28/13, not to exceed 120 hours total
 Atencio, Leonard
 Walker, Brian
- k. Extra-Duty, Extra-Pay Assignment
 Certificated Counselors (4) – El Rancho High
 Total Expenditure: \$15,084.09
 Funding Source: EIA/SCE and Title I Funds (50% each)
 Eff: 6/17/13 – 8/9/13
 Arriola, Delia

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Cruz, Marla
Espinoza, Olga
Sell, Janice

1. Amend Extra-Duty, Extra-Pay Assignment

Certificated Staff Members (39) – Various school sites/Categorical

Total Expenditure: \$29,193.94

Funding Source: Title I Set Aside – PI LEA Professional Development Funds

Eff: 6/10/13 – 6/28/13, not to exceed 25 hours each

Amaya, Sylvia (Burke Middle)
Atencio, Leonard (Birney Elementary)
Barrios, Angie (N. Park Middle, ALTERNATE)
Celiz, Michael (El Rancho High)
Charre, Martha (Valencia Elementary)
Covarrubias, Cesar (Rivera Middle)
Craft, Clifford (N. Park Middle)
Cunningham, Sean (Durfee Elementary)
Elliott, Ray (El Rancho High)
Elliott, Sylvia (El Rancho High)
Estrada, Susan (S. Ranchito Elementary)
Galindo, Eddie (El Rancho High)
Haro, Eddie (El Rancho High, ALTERNATE)
Hernandez, Monica (S. Ranchito Elementary)
Iturro, Christine (Magee Elementary)
Jose, Melinda (Burke Middle, ALTERNATE)
Kust, Melina (Rio Vista Elementary)
Lawson, Lynn (El Rancho High, ALTERNATE)
Lippstreu, Cynthia (El Rancho High, ALTERNATE)
Lopez, Erin (Salazar High, ALTERNATE)
Lopez-Roman, Ivette (Valencia Elementary)
Martinez, Irene (El Rancho High, ALTERNATE)
Mata, Diana (Rivera Elementary)
Morales, Manuel (Salazar High)
Mukai, Charmagne (Magee Elementary)
Munoz, Jose (N. Ranchito, ALTERNATE)
Navarro, Kathee (Rio Vista Elementary)
Nova-Wahler, Aidee (Rivera Middle)
Perea, Stephan (Burke Middle)
Perez, Robert (N. Ranchito Elementary)
Ponciano, Lorena (N. Park Middle)
Robledo, Deborah (Durfee Elementary)
Romero, Eddie (El Rancho High, ALTERNATE)
Sermeno, Su (N. Park Middle)
Sloper, Lorraine (Burke Middle)

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Thomas, Mridula (El Rancho High)
 Torres, David (Durfee Elementary)
 Torres, Lourdes (Rivera Elementary)
 Urrieta, Robert (Magee Elementary, ALTERNATE)
~~Ziola, Patricia (Valencia Elementary)~~

m. Per Diem Assignment

Certificated District Resource Teachers (2) – Categorical Programs

Total Expenditure: \$10,261.31

Funding Source: EIA/SCE and EIA/LEP Funds

Eff: 7/1/13 – 8/16/13, not to exceed 10 days each

Gallegos, Sandra (EIA/SCE Funds)

Pantoja, Alejandra (EIA/LEP Funds)

n. Extra-Duty, Extra-Pay Assignment

Certificated Staff Members (23) – Various School Sites

Total Expenditure: \$18,523.05

Funding Source: Centralized Title II Funds

Eff: 6/14/13 – 6/28/13, not to exceed 20 hours each

Espinoza, Carolyn (Rio Vista Elementary)

Flores, Nancy (South Ranchito Elementary)

Galvan, Maybrit (Rio Vista Elementary)

Gutierrez, Amalia (Durfee Elementary)

Hernandez, Monica (South Ranchito Elementary)

Herrera-Novelo, Carolyn (Rivera Elementary)

Hurtado-Slaven, Maria (Birney Elementary)

Jimenez, Pablo (South Ranchito Elementary)

Kahler, Bonnie (Rio Vista Elementary)

Lopez, Devorah (Birney Elementary)

Lopez, Leticia (North Ranchito Elementary)

Lopez, Val (Rivera Elementary)

Lopez-Roman, Ivette (Valencia Elementary)

Marquez, Lena (Birney Elementary)

Martinez, Linda (Durfee Elementary)

McDaniel, Imelda (Magee Elementary)

Medina, Terry (Rivera Elementary)

Ortiz, Lilian (North Ranchito Elementary)

Pizana, Socorro (Durfee Elementary)

Renfrew, Neysa (North Ranchito Elementary)

Richards, Martha (Magee Elementary)

Stinson, Sharon (Valencia Elementary)

Veach, Annette (Valencia Elementary)

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6. Authorization of Request for Leave of Absence under the Family Medical Leave Act (FMLA):
 - a. Teacher Secondary (1) – Salazar Continuation H.S.
Eff: 5/15/13 – 6/7/13 and
Eff: 8/19/13 – 10/11/13
Esqueda, Dawn
 7. Authorization & Ratification of Request to Rescind Retirement Request:
 - a. Teacher Secondary (1) – Salazar High
Eff: 6/8/13
Walker, Ernestine
 8. Authorization of Request for Early Retirement:
 - a. Teacher Secondary (1) – El Rancho High School
Eff: 6/8/13
Gunningham, Karen
 9. Authorization of Request for Retirement:
 - a. Education Center Teacher (1) - El Rancho Education Center
Eff: 6/7/13
Lex, Kathleen
 10. Authorization of Request for Resignation:
 - a. Director of Student Services (1) – District Office I
Eff: 7/1/13
Gutierrez-Lohrman, Christopher
- C. Approved/Ratified *as amended* Classified Personnel Register No. 13-2012/2013
1. Authorization & Ratification of Employment for the 2012-2013 School Year:
 - a. Bus Rider (1) – Student Services
Funding Source: Federal and State Special Education Funds
Payable at: \$13.94/hr.
Eff: 4/30/13 – 6/6/13
Lomas, Delia
 2. Authorization of Employment for the 2013-2014 School Year:
 - a. School Secretary/Bilingual (1) – Burke Middle
Payable at: \$2,839.00/mo.
Funding Source: Site General Funds
Eff: 6/17/13
Revuelta, Luz

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- b. Data Processing Clerk I - Temporary (1) – Student Services
Payable at: \$13.94/hr.
Funding Source: MAA Account
Eff: 8/21/13 – 6/30/14
Vargas, Erika Yvette

- 3. Authorization & Ratification of Out-of-Category Employment for the 2012-2013 School Year:
 - a. School Secretary/Bilingual (1) – Burke Middle
Payable at: \$3,344.00/mo.
Funding Source: Site General Funds
Eff: 6/10/13 – 6/13/13
Baucom, Michelle
 - b. Cook/Baker (1) – No. Ranchito Cafeteria
Payable at: \$2,059.75/mo.
Funding Source: Food Services
Eff: 5/20/13 - 5/28/13
Torres, Angelica

- 4. Authorization & Ratification of Out-of Category Employment for the 2013-2014 School Year:
 - a. Warehouseman (2) – Purchasing & Warehousing
Funding Source: Site General Funds
Eff: 7/1/13 – 6/30/14
Payable at: \$3,433.00/mo.
Lomeli, Juan Carlos
Payable at: \$2,918.00/mo.
Ibarra, Crystal

- 5. Authorization & Ratification of Substitute Employment for the 2012-2013 School Year:
 - a. Special Ed. Instructional Aide Substitute (1) – Student Services
Funding Source: Federal and State Special Education Funds
Payable at: \$13.94/ hr.
Eff: 4/30/13 – 6/6/13
Lomas, Delia

- 6. Authorization of Substitute Employment for the 2013-2014 School Year:
 - a. Substitute Custodian (4) – M & O
Payable at: \$14.71/hr.
Funding Source: District General Funds
Eff: 7/1/13 – 6/30/14
Bautista, Irma
Cabrera, Jose Luis Lopez

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- Espinoza, Mark
- Saavedra, Regina
- b. Secretary Substitute (1) – Salazar High
Payable at: \$15.95/hr.
Funding Source: Site General Funds
Eff: 7/1/13 – 6/30/14
- Eriksen, Melinda
- c. Clerical Substitute (9) – Human Resources
Payable at: \$13.22/hr.
Funding Source: District General Funds
Eff: 7/1/13 – 6/30/14
- Bucio, Jocelyn
- Contreras, Elva
- Galindo, Bibiana
- Gonzalez, Maylene
- Jimenez, Elizabeth
- Montano-Briseno, Olga
- Salgado, Laura
- Vigil, Elaine
- Zabala, Maria Matas

7. Authorization & Ratification of Summer Employment for Summer 2013:

- a. Classified Library Media Technicians (12) – Educational Services

Funding Source: ~~Lottery Funds~~ **District General Funds**

Eff: 6/17/13 – 6/21/13, not to exceed 30 hours each

Alarcon, Maria Virginia	\$22.51/hr.
Anelli, Mary	\$22.36/hr.
Diotalevi, Starlene	\$22.36/hr.
Gonzalez, Rose Ann	\$21.08/hr.
Hazuda, Cynthia	\$22.36/hr.
Lucas, Lidia	\$22.51/hr.
Martinez, Vivian	\$22.36/hr.
Ortiz, Jessie	\$20.91/hr.
Rubio, Alba Veronica	\$21.19/hr.
Saucedo, Martha	\$21.08/hr.
Sosa, Julie	\$20.91/hr.
Ybarra, Rebecca	\$22.51/hr.

- b. Technology Services Technician (1) – EREC

Payable at: \$20.35/hr.

Funding Source: El Rancho Education Center Funds

Eff: 6/10/13 – 7/5/13

Nguyen, Anthony

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- c. Health Services Assistant (1) – Birney Elementary
 Payable at: \$18.27/hr.
 Funding Source: EIA/SCE Funds
 Eff: 6/10/13 – 6/21/13
 Dermody, Eva Irene
- d. Clerk Typist III (1) – Student Services/EREC
 Payable at: \$17.79/hr.
 Funding Source: Federal and State Special Education Block Grant
 Eff: 7/5/13 – 7/5/13 (one day only)
 Ramos, Jacqueline
- e. School Secretary/Bilingual (1) – Student Services/S. Ranchito Elementary
 Payable at: \$21.49/hr.
 Funding Source: Federal and State Special Education Block Grant Funds
 Eff: 7/5/13 – 7/5/13 (one day only)
 Moreno, Mayra
- f. Behavior Technician (5) – Student Services/Special Ed./Learning Center
 Funding Source: Learning Center Account
 Payable at: \$18.76 hr.
 Eff: 6/10/13 – 7/12/13
 De Leon, Denise
 Moreno, Jeffrey E.
 Valdez, Jerry
 Payable at: \$17.79/hr.
 Camacho, Joann
 Mireles, Christopher
- g. Vocational Specialists (3) – Student Services
 Funding Source: Federal and State Special Education Funds
 Eff: 6/10/13 – 7/5/13
 Mendoza, Cynthia - \$18.76/hr.
 Moreno, Jeffrey - \$18.76/hr.
 Salazar, Isaac - \$16.83/hr.
- h. Special Ed. Instructional Aides (55) – Student Services
 Funding Source: Federal and State Special Education Funds
 Eff: 6/10/13 – 7/12/13
 Acosta, Elizabeth - \$18.76/hr.
 Aguilar, Maria M. - \$15.95/hr.
 Alvarado, Arleen - \$18.76/hr.
 Aguilar, Jorge - \$17.79/hr.
 Andrade, Betty - \$19.29/hr.
 Ascension, Mary - \$18.76/hr.
 Banuelos, Dannette - \$17.79/hr.

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Becerra, Jaime - \$16.83/hr.
Campos, Mercy - \$19.29/hr.
Castrellon, Michelle - \$18.76/hr.
Cerecedes, Jane - \$19.81/hr.
Cervantes, Alice - \$17.30/hr.
Chavez, Misty - \$17.79/hr.
Colon, Anna \$17.79/hr.
Cruz, Helen - \$16.38/hr.
Cruz, Mirna - \$18.76/hr.
Espinosa, Rosemary - \$18.27/hr.
Espinoza, Gabriela - \$18.76/hr.
Espinoza, Tina - \$18.76/hr.
Estrada, Sandra - \$17.79/hr.
Fierro, Savannah - \$17.79/hr.
Galan, Pat - \$18.76/hr.
Galarza, Monica - \$18.76/hr.
Garcia, Marina - \$18.27/hr.
Garcia, Sonia - \$19.81/hr.
Garcia, Veronica - \$19.29/hr.
Giron, Rosemary - \$19.29/hr.
Guerrero, Maria - \$16.83/hr.
Guzman, Lydia - \$17.79/hr.
Hernandez, Sylvia - \$18.76/hr.
Hughes, Angelita - \$17.79/hr.
Hunt, Melinda - \$18.27/hr.
Leos, Bonnie - \$17.79/hr.
Lornn, Malis - \$16.38/hr.
Macias, Dawn - \$18.76/hr.
Manzanares, Melody - \$18.76/hr.
Martinez, Connie - \$18.76/hr.
Millan, Estella - \$19.81/hr.
Moore, Everett - \$13.94/hr.
Munoz, Tracy - \$19.81/hr.
Navarro, Teresita - \$16.83/hr.
Nerio, Leonardo - \$13.94/hr.
Obregon, Blanca - \$17.79/hr.
Ochoa, Gloria - \$16.83/hr.
Parrack, Gloria - \$17.30/hr.
Proo, Nancy - \$17.30/hr.
Rodriguez, Theresa - \$19.81/hr.
Rudometkin, Aleene - \$18.76/hr.
Ruvalcaba, Irma - \$18.76/hr.
Serrano, Lourdes - \$16.38/hr.
Soltero, Olivia - \$19.29/hr.

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Toriz, Elivira - \$18.76/hr.
Valdez, Jennie - \$16.83/hr.
Velasquez, Julia - \$18.76/hr.
Yescas, Evangelina - \$18.76/hr.

- i. Substitute Special Ed. Instructional Aides (14) - Student Services
Funding Source: Federal and State Special Education Funds
Eff: 6/10/13 – 7/12/13

Acosta, Arleen - \$13.94/hr.
Cabrera, Candace - \$13.94/hr.
Comstock, Leatha - \$17.79/hr.
Flores, Beatriz - \$16.83/hr.
Gallegos, Yvonne - \$15.95/hr.
Gonzalez, Connie - \$15.52/hr.
Gonzalez, Vivian - \$16.83/hr.
Jacome, Yohana - \$13.94/hr.
Paez, Michael - \$16.83/hr.
Raya, Estella - \$17.79/hr.
Reynoso, Elizabeth - \$14.71/hr.
Rios, Teresa - \$17.79/hr.
Valadez, Vanessa - \$17.79/hr.
Vazquez, Maria - \$15.95/hr.

- j. Bus Riders (3) – Student Services
Funding Source: Special Education Account
Payable at: \$16.83/hr.
Eff: 6/10/13 – 7/5/13

Flores, Beatriz
Gonzalez, Vivian
Paez, Michael

8. Authorization & Ratification of Unclassified Employment:

- a. ASB Worker (7) – El Rancho High
Payable at: \$10.00/hour
Funding Source: ASB Funds
Eff: 7/1/13 – 6/30/14

Jimenez, Lorraine
Lilley, Sonia
Perea, Susanne
Rodriguez, Bernadette
Sanchez, Natasha
Sarmiento, Herminia
Sevillano, Annette

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- b. Instructional Aide Trainee (1) – South Ranchito
Payable at: \$10.13/hour
Funding Source: EIA/SCE & EIA/LEP
Eff: 5/13/13 – 6/6/13
Tafolla, David
- c. District Security (3) – Business Services
Payable at: \$35.00 for every 4 hours worked
Funding Source: District General Funds
Eff: 7/1/13 – 6/30/14
Acosta, Alejandro
Narvaez, David
Tapia, Ray
- d. Certified Special Education Translator (1) – Student Services
Payable at: \$30.00/hour
Funding Source: Federal and State Special Education Funds
Eff: 8/21/13 – 6/30/14
Elenes, Rosaura
- e. Girls Soccer Varsity Head Coach (1) – El Rancho High
Payable at: \$3,191.00 per coach
Funding Source: District General Funds
Eff: 7/2/12 – 3/29/13
Coria, Ricardo
- f. Boys Football JV Assistant Coach (2) – El Rancho High
Payable at: \$3,191.00 per coach
Funding Source: District General Funds
Eff: 6/14/13 – 11/30/13
Cuellar, Pedro
Montoya, Richard
- g. Boys Football Varsity Assistant Coach (1) – El Rancho High
Payable at: \$3,597.00 per coach
Funding Source: District General Funds
Eff: 6/14/13 – 11/30/13
Gonzalez, Alex
- h. Girls Frosh/Soph Basketball Head Coach (1) – El Rancho High
Payable at: \$2,123.00 per coach
Funding Source: District General Funds
Eff: 10/12/12 – 6/1/13
Marquez, Aidee
- i. Girls Softball Varsity Head Coach (1) – El Rancho High
Payable at: \$3,391.00 per coach
Funding Source: District General Funds
Eff: 10/12/12 – 6/30/13
Reyes, Adrian

14.5 DIVISION OF HUMAN RESOURCES – Mark Matthews: 801-521-1166 Item 12.1 A

- j. Boys Wrestling Varsity Assistant Coach (1) – El Rancho High
 Payable at: \$2,545.00 per coach
 Funding Source: District General Funds
 Eff: 10/12/12 – 1/25/13
 Silvas, James
 - k. Boys Football Freshman Head Coach (1) – El Rancho High
 Payable at: \$3,191.00 per coach
 Funding Source: District General Funds
 Eff: 6/14/13 – 11/30/13
 Torres, Randy
 - l. Boys Football Varsity Assistant Coach (1) – El Rancho High
 Payable at: \$3,597.00 per coach
 Funding Source: District General Funds
 Eff: 6/14/13 – 12/21/13
 Corona, Adrian
9. Authorization of Unclassified Summer Employment for Summer 2013:
- a. Seasonal CELDT Assessor (6) – Categorical Programs
 Payable at: \$16.83/hour
 Funding Source: CELDT Testing Funds
 Eff: 6/27/13 – 7/12/13
 Contreras, Elva
 Diaz, Daniel
 Lozano, Irene
 Montano-Briseno, Olga
 Palacios, Desiree
 Ramirez, Rosa
10. Authorization & Ratification of Request for Leave of Absence under the Family Medical Leave Act (FMLA):
- a. Behavior Technician (1) – Student Services
 Eff: 5/15/13 – 6/14/13
 Ballesteros, Ruby
 - b. Custodian (1) – South Ranchito
 Eff: 6/3/13 – 9/1/13
 Rodriguez, Erasmo
11. Authorization & Ratification of Request for Resignation:
- a. School Secretary/Bilingual (1) – Burke Middle
 Eff: 6/8/13
 Medina, Anabelle
 - b. Special Ed. Instructional Aide (1) - El Rancho High School
 Eff: 5/01/13
 Mejia, Raymond

14.5 DIVISION OF HUMAN RESOURCES – Mark Matthews: 801-5216 **Item 12.1 A**

- c. Instructional Aide III (1) – North Ranchito
Eff: 5/15/13
Perez, Dolores
- d. After School Community Liaison (1) - Student Services II
Eff: 6/6/13
Del Toro Loreda, Yvette

12. Authorization & Ratification of Release of Employment:

- a. School Secretary/Bilingual (1)
Eff: 6/3/13
- b. Custodian (1)
Eff: 5/17/13

15. CONSENT AGENDA VOTE

Motion: Rivera Second: Renteria Vote: 4-0 PASSED *with exceptions*
(Alvidrez-absent) *and amendments*

Amendments and exceptions:

- Item 14.1 A – Amended*
- Item 14.2 C – Withdrawn for further discussion and action under 16.2*
- Item 14.2 F – Amended*
- Item 14.4 A – Withdrawn for further discussion and action under 16.4*
- Item 14.4 B – Withdrawn for further discussion and action under 16.4*
- Item 14.4 D – Withdrawn for further discussion and action under 16.4*
- Item 14.4 P – Withdrawn for further discussion and action under 16.4*
- Item 14.4 Q – Withdrawn for further discussion and action under 16.4*
- Item 14.5 B.2.a – Amended*
- Item 14.5 C.7.a – Amended*

16. NEW BUSINESS – ACTION ITEMS

*This is the time of the meeting when members of the public may address the Board on matters that **are on the ACTION ITEMS agenda only**. In the interest of time, individual comments will be limited to three (3) minutes. The Board shall limit the total time for each agenda item to a maximum of fifteen (15) minutes.*

16.1 SUPERINTENDENT’S OFFICE – Norbert Genis: 801-5199

- A. Approved *as amended* Consultant Agreement with Pearl A. Iizuka, to render services in the area of public school financial and business operations, effective July 1, 2013 through ~~August 30, 2013~~ **July 31, 2013** at a rate of \$125.00 per hour, and all terms and conditions set forth in the Agreement shall be in effect.

Motion: Renteria Second: Ramirez Vote: 3-1 PASSED
(Alvidrez – absent)
(Canchola – no)

16.2 DIVISION OF STUDENT SERVICES –Dr. Christopher Gutierrez-Lohr ~~Item #12.1 A~~ **Item 12.1 A**

A. Approved Student Expulsion: Student #22-2012/2013

Motion: Canchola Second: Renteria Vote: 4-0 PASSED
(Alvidrez – absent)

B. Approved Student Expulsion: Student #23-2012/2013

Motion: Canchola Second: Ramirez Vote: 4-0 PASSED
(Alvidrez – absent)

C. Approved Student Expulsion: Student #24-2012/2013

Motion: Renteria Second: Canchola Vote: 4-0 PASSED
(Alvidrez – absent)

D. Approved Student Expulsion: Student #25-2012/2013

Motion: Renteria Second: Ramirez Vote: 4-0 PASSED
(Alvidrez – absent)

E. **PULLED** ~~Approved Student Expulsion: Student #26-2012/2013~~

F. Approved *as amended* Student Expulsion: Student #27-2012/2013

Motion: Canchola Second: Renteria Vote: 4-0 PASSED
(Alvidrez – absent)

G. Approved Student Expulsion: Student #28-2012/2013

Motion: Renteria Second: Canchola Vote: 4-0 PASSED
(Alvidrez – absent)

H. Approved Student Expulsion: Student #29-2012/2013

Motion: Renteria Second: Canchola Vote: 4-0 PASSED
(Alvidrez – absent)

I. Approved Service Agreement with *Educational Based Services (EBS)* for the 2013/2014 school year to provide three Speech-Language Pathologists, effective August 15, 2013 through June 6, 2014. Total expenditure of \$294,525.00 is payable from Federal and State Special Education Funds.

Motion: Rivera Second: Renteria Vote: 3-1 PASSED
(Alvidrez – absent)
(Canchola – no)

16.3 DIVISION OF EDUCATIONAL SERVICES – Roxane Fuentes: 801-5294 **Item 12.1 A**

- A. Adopted Resolution No. 36-2012/2013, per Education Code Section 60242.5, which requires each school district to provide a written assurance to the State Superintendent of Public Instruction that all purchases of instructional materials made with allocations from the State Instructional Materials Fund for fiscal year 2012-2013 conform to the State Board of Education regulations.

Motion: Canchola Second: Rivera Vote: 4-0 PASSED
(Alvidrez – absent)

16.4 DIVISION OF BUSINESS SERVICES – Pearl Iizuka: 801-5294

- A. Adopted Resolution No. 37-2012/2013 Impact of reduced State funding on El Rancho Unified School District.

Motion: Canchola Second: Renteria Vote: 4-0 PASSED
(Alvidrez – absent)

- B. Adopted Resolution No. 38-2012/2013 Application of waivers to California State Board of Education on class size cap penalties.

Motion: Renteria Second: Ramirez Vote: 4-0 PASSED
(Alvidrez – absent)

- C. Adopted Resolution No. 39-2012/2013 Education Protection Account.

Motion: Renteria Second: Ramirez Vote: 4-0 PASSED
(Alvidrez – absent)

- D. Approved architectural services agreement between El Rancho Unified School District and Christofi Architects, Inc. for the upgrade of the boys' and girls' shower, locker and weight rooms, design of new pool and design of the required ADA upgrades at El Rancho High School. Total contract cost is based on the Architect's fee schedule for reconstruction / modernization (Exhibit "A"), payable from Measure "A" General Obligation Bond Funds.

Motion: Renteria Second: Rivera Vote: 4-0 PASSED
(Alvidrez – absent)

- E. ~~TABLED Approve agreement between El Rancho Unified School District and Erickson Hall Construction to provide project management services for the upgrade of the shower, locker and weight rooms, design of new pool, and design of the required ADA upgrades at El Rancho High School. Total contract cost \$_____ payable from Measure "A" General Obligation Bond Funds.~~

16.4 DIVISION OF BUSINESS SERVICES – Pearl Iizuka: 801-5294 Item 12.1 A

F. ~~**FAILED** Consider/approve modernization of the El Rancho High School Culinary Arts facilities funded through Measure “A” General Obligation Bond Funds. Specific plans and budgets with several options will be submitted for Board approval.~~

Motion: None Second: None **FAILED**

G. Approved/Ratified Business Services reports for the month of May 2013.

Motion: Rivera Second: Renteria Vote: 3-1 **PASSED**
(Alvidrez – absent)
(Canchola – no)

H. Adopted the proposed budget for 2013-2014.

Motion: Rivera Second: Renteria Vote: 3-1 **PASSED**
(Alvidrez – absent)
(Canchola – no)

I. ~~**FAILED** Approve agreement between the El Rancho Unified School District and Vavrinek, Trine, Day & Co. (VTD) to provide auditing services for the 2013-2014, 2014-2015 and 2015-2016 fiscal years. Total cost shall not exceed \$47,000 for year one, \$47,500 for year two and \$48,000 for year three, payable from General Funds.~~

Motion: Rivera Second: Renteria Vote: 1-3 **FAILED**
(Alvidrez – absent)
(Canchola – no)
(Ramirez – no)
(Renteria – no)
(Rivera – yes)

J. ~~**FAILED** Approve to award agreement for vending services to First Class Vending Services for Snack and Beverage items; agreement shall include the option to renew each year up to (2) consecutive years. There is no cost to the district under this agreement.~~

Motion: Rivera Second: Renteria Vote: 1-3 **FAILED**
(Alvidrez – absent)
(Canchola – no)
(Ramirez – yes)
(Renteria – no)
(Rivera – no)

16.4 DIVISION OF BUSINESS SERVICES – Pearl Iizuka: 801-5294 Item 12.1 A

~~K. FAILED Approve license agreement between El Rancho Unified School District and Spectrum Center Schools for the use of classroom space at Meller Elementary School. License agreement shall be effective July 1, 2013 through June 30, 2015. Monthly license fee is \$960.00.~~

Motion: Rivera Second: Renteria Vote: 2-2 FAILED
(Alvidrez – absent)
(Canchola – no)
(Ramirez – yes)
(Renteria – no)
(Rivera – yes)

16.5 DIVISION OF HUMAN RESOURCES – Mark Matthews: 801-5216

A. Approved appointment of and Contract for Employment for Martin Galindo as Superintendent of Schools, effective July 1, 2013, in accordance with the provisions of the contract.

Motion: Renteria Second: Rivera Vote: 4-0 PASSED
(Alvidrez – absent)

B. Approved Contract of Employment for the Chief Business Officer, Business Services for the 2013/2014 School year.

Motion: Renteria Second: Rivera Vote: 4-0 PASSED
(Alvidrez – absent)

17. ADJOURNMENT – 11:30 p.m.

Motion: Renteria Second: Canchola Vote: 4-0 PASSED
(Alvidrez – absent)

NOTE: Exhibits listed herein are a part of these minutes and are filed in the Official Board Minutes Record Book of the Board of Education, which is open for public inspection.

Minutes approved July 11, 2013 as written , as corrected

Delia Alvidrez, President

Martin Galindo, Superintendent

EL RANCHO UNIFIED SCHOOL DISTRICT

Item 12.1 A

**Joint Meeting of the Board of Education
and the
Citizens' Bond Oversight Committee**
Conducting the District's Business in Public

**ERUSD Conference Room (Student Services Building)
9333 Loch Lomond Drive
Pico Rivera, CA 90660**

June 26, 2013
6:00 p.m.

MINUTES OF BOARD & COMMITTEE ACTIONS

1. CALL TO ORDER

The meeting was called to order by Delia Alvidrez, President, at 6:02 p.m.

1.1 ROLL CALL – Members of the Board of Education

Delia Alvidrez, President
Rita Jo Ramirez, Vice President
Rachel Canchola, Clerk
Alfred Renteria, Jr., Member
Dr. Joseph Rivera, Member (absent)

1.2 ROLL CALL – Members of the Citizens' Bond Oversight Committee

Dr. Aurora Villon, Chairperson
David Angelo, Vice Chairperson
John Chavez, Member (absent)
Vincent Chavez, Member
Esther Mejia, Member
Dr. Teresa Merino, Member
Dr. Linda Vargas, Member (arrived at 6:07 p.m.)

1.3 ROLL CALL – Members of the Administrative Cabinet

Norbert D. Genis, Interim Superintendent
Leticia Covarrubias, Chief Business Officer, Business Services
Carlos Jimenez, Director, Maintenance and Operations

2. PLEDGE OF ALLEGIANCE

RECORDER Sandy Watkins
VISITORS Register No. 34-2012/2013

3. **ADOPTION OF AGENDA**

Item 12.1 A

Recommendation is made that the Agenda be adopted as submitted.

Motion: Renteria

Second: Canchola

Vote: 4-0 PASSED
(Rivera-absent)

4. **PUBLIC COMMENTS** (Blue speaker's card)

*This is the time of the meeting when members of the public may address matters that **are on the agenda only**. In the interest of time, individual comments will be limited to three (3) minutes. The Board shall limit the total time for each agenda item to a maximum of fifteen (15) minutes.*

- John Albitre addressed the Board and Superintendent Genis regarding an audit of Measure "A" and Measure "EE" bond funds.

5. **STUDY SESSION**

5.1 Citizens' Bond Oversight Committee review of 2011/2012 Annual Report recommendations / critical questions.

Recommendations:

- Recommendation #1: It was agreed that the Board will hold quarterly Study Sessions with the CBOC in an effort to keep the Committee informed.
- Recommendation #2: A handbook containing relevant bond literature, by-laws, annual financial audits, annual reports, and definitions of construction terms will be developed.
- Recommendation #3: Tabled
- Recommendation #4: It was agreed that the Board will hold quarterly Study Sessions with the CBOC in an effort to keep the Committee informed.
- Recommendation #5: The Committee will be apprised when issues relevant to the bond become part of the Board agenda. In addition, copies of every Board agenda will be mailed to each Committee member's home.
- Recommendation #6: District staff will inquire with the Webmaster on the feasibility of having a bond specific link/tab on the District web site where CBOC agendas, minutes, annual reports, photos of completed bond projects and projects in progress will be posted.
- Recommendation #7: Tabled
- Recommendation #8: Discussed

5. **STUDY SESSION**

Item 12.1 A

Critical Questions:

- Critical Question #1: There was a Citizens' Bond Oversight Committee for Measure "A". The Committee disbanded due to death and non-commitment of members. Project recommendations were made to the Board based on allocations per site. The Board made decisions based on staff and bond counsel recommendations.
- Critical Question #2: Addressed under Critical Question #2.
- Critical Question #3: An annual report needs to be done even if there was no activity within the year. The Superintendent is responsible for ensuring the report is completed.
- Critical Question #4: ADA compliance has been a District priority throughout the entire modernization process.
- Critical Question #5: Addressed under Recommendation #1.
- Critical Question #6: The remaining Measure "A" funds have not been allocated.
- Critical Question #7: It is not a requirement that all CBOC members be a Pico Rivera resident.
- Critical Question #8: Development of a Measure "EE" Facilities Master Plan is in the process.
- Critical Question #9: District staff has been working with the Office of Public School Construction as an additional funding source to improve facilities. The District is currently working on updating our fund eligibility. The Committee has requested to schedule visitations to facilities to familiarize themselves with what is happening in our schools.

6. **ADJOURNMENT** – 8:28 p.m.

Motion: Renteria

Second: Canchola

Vote: 4-0 PASSED
(Rivera-absent)

NOTE: Exhibits listed herein are a part of these minutes and are filed in the Official Board Minutes Record Book of the Board of Education, which is open for public inspection.

Minutes approved July 11, 2013 as written , as corrected

Delia Alvidrez, President

Martin Galindo, Superintendent

Item 12.1 B

ISSUE:

Amend institutional memberships for the 2013/2014 fiscal year

ANALYSIS:

Listed below are organizations recommended for renewal:

	<u>2013/2014</u>
1. California School Boards Association	13,380.00
2. School Employers Association of California (SEAC)	1,655.00
3. California Public School Relations Association	190.00
<i>Total</i>	<u>\$15,035.00</u>
	\$15,225.00

RECOMMENDATION:

Amend Board Item No. 14.1 E, approved June 13, 2013, Board of Education institutional memberships of approximately ~~\$15,035.00~~ **\$15,225.00** as recommended for the 2013/2014 fiscal year, payable from Board Dues and Memberships General Fund account.

Submitted by: Martin Galindo, Superintendent

July 11, 2013

Item 12.1 C

ISSUE:

Amend Conference Attendance for the 2013/2014 fiscal year

ANALYSIS:

It is recommended that attendance at any meeting or conference scheduled for the following organizations during the 2013/2014 fiscal year be approved. Registration for these conferences are limited and fill up quickly. This action will allow staff to take advantage of beneficial training activities. Costs are to be paid from the various funds of the district, including Categorical.

- 1) Accelerated Reader and Math Renaissance Conference
- 2) American Schools Food Service Association
- 3) American Speech-Language-Hearing Association (ASHA)
- 4) Association for Supervision and Curriculum Development (ASCD)
- 5) Association of California School Administrators (ACSA)
- 6) Association of Low Wealth Schools (ALWS)
- 7) Association of Mexican American Educators (AMAE)
- 8) Atkinson, Andelson, Loya, Ruud & Romo
- 9) Bureau of Education and Research (BER)
- 10) California Adult Education Administrator's Association (CAEAA)
- 11) California Association for the Gifted
- 12) California Association of Administrators of State and Federal Education Programs (CAASFEP)
- 13) California Association of Bilingual Educators (CABE)
- 14) California Association of Latino Superintendents and Administrators (CALSA)
- 15) California Association of Directors of Activities (CADA)
- 16) California Association of Resource Specialists and Special Education Teachers
- 17) California Association of School Business Officials (CASBO)
- 18) California Association of School Psychologists (CASP)
- 19) California Association of Teachers of English as a Second Language (CATESOL)
- 20) California Beginning Teacher Support and Assessment (BTSA)
- 21) California City School Superintendents
- 22) California Coalition for Adequate School Housing (CASH)
- 23) California Commission on Teacher Credentialing (CCTC)
- 24) California Continuation Education Association (CCEA)
- 25) California Council for Adult Education (CCAEE)
- 26) California Department of Education (CDE)
- 27) California Educational Research Association (CERA)
- 28) California Elementary Education Association (CEEA)
- 29) California Latino School Boards Association
- 30) California League of High Schools
- 31) California League of Middle Schools
- 32) California Math Council (CMC)
- 33) **California Public School Relations Association (CALSPRA)**
- 34) California School Boards Association (CSBA)
- 35) California School Food Service Association
- 36) California Speech-Language-Hearing Association (CSHA)
- 37) California State University, Fullerton
- 38) California State University, Northridge

Item 12.1 C

- 39) Claremont College (Reading Conference)
- 40) Credential Counselors and Analysts of CA (CCAC)
- 41) Coalition for Adequate School Housing (CASH)
- 42) Computer Using Educators (CUE)
- 43) Comprehensive Adult Student Assessment System (CASAS)
- 44) Cooperative Organization for Development of Employee Selection Procedures
- 45) Council for Exceptional Children (CEC)
- 46) Crisis Prevention Institute
- 47) EAGLE Software
- 48) EdSource
- 49) Institute for Educational Development
- 50) Los Angeles Council of Administrators of Special Education (LACASE)
- 51) Los Angeles County Office of Education (LACOE) Workshops
- 52) Los Angeles County School Trustees Association (LACSTA)
- 53) National Association of Bilingual Educators (NABE)
- 54) National Association of Latino Elected Officials (NALEO)
- 55) National Association of School Psychologists (NASP)
- 56) National Council for Community and Education Partnerships
- 57) **National School Public Relations Association (NSPRA)**
- 58) National School Boards Association (NSBA)
- 59) National/State Leadership Training Institute on the Gifted & Talented
- 60) Non Violent Crisis Prevention Institute
- 61) Orange County Office of Education
- 62) Riverside County Office of Education
- 63) San Bernardino County Office of Education
- 64) San Diego County Office of Education
- 65) School Employers Association (SEA)
- 66) School Employers Association of California (SEAC)
- 67) School Innovations and Advocacy (SIA)
- 68) School Services of California, Inc. (SSC)
- 69) Southern California Edison
- 70) Southern California Gas Company
- 71) Southern California School Food Service Association
- 72) SYFR Corporation
- 73) The College Board
- 74) United States Department of Education (USDE)
- 75) University of California, Santa Cruz New Teacher Center
- 76) Whittier Area Cooperative Special Education Program (WACSEP)
- 77) Whittier Area School Trustees Association (WASTA)

RECOMMENDATION:

Amend Board Item No. 14.1 D, approved June 13, 2013 for attendance of Board Members, administration, and staff to any meeting or conference scheduled by the associations during the 2013/2014 fiscal year, in accordance with Board Policy 4133, with cash advances and necessary expenses payable from budgeted General Funds, Cafeteria Funds, and other restricted funds as appropriate.

Submitted by: Martin Galindo, Superintendent

July 11, 2013

Item 12.1 D

ISSUE:

Amend Resolution No. 36 40-2012/2013 determining sufficiency of instructional materials per Education Code Section 60242.5

ANALYSIS:

California Education Code Section 60242.5 requires the superintendent of each school district to provide a written assurance to the State Superintendent of Public Instruction that all purchases of instructional materials for fiscal year 2012-2013 made with allocations from the State Instructional Materials Fund conform to law and the applicable rules and regulations adopted by the State Board of Education. These include purchases from the following:

- a) Allocations for the Instructional Materials Funding Realignment Program for fiscal year 2012/2013 and any carryover funds from prior years
- b) Instructional Materials carryover funds related to the Williams settlement for fiscal year 2012-2013

RECOMMENDATION:

Amend Board Item No. 16.3 A, approved June 13, 2013, Resolution No. 36 40-2012/2013, per Education Code section 60242.5, which requires each school district to provide a written assurance to the State Superintendent of Public Instruction that all purchases of instructional materials made with allocations from the State Instructional Materials Fund for fiscal year 2012-2013 conform to the State Board of Education regulations.

Submitted by: Martin Galindo, Superintendent

July 11, 2013



EL RANCHO UNIFIED SCHOOL DISTRICT

9333 Loch Lomond Drive, Pico Rivera, California 90660
Tel: (562) 942-1500 • Fax: (562) 949-2821

Item 12.1 D

RESOLUTION NO. 36 40-2012/2013

PUPIL TEXTBOOK AND INSTRUCTIONAL MATERIALS INCENTIVE ACT

WHEREAS, this law specifies that school districts maintaining kindergarten through grade twelve will receive funding for textbooks based upon the District's prior year base revenue limit; and

WHEREAS, this base revenue limit is in relation to the prior year's statewide average base revenue limit for similar types and sizes of districts; and

WHEREAS, this law requires that a determination as to whether each pupil in each school in the district has, or will have prior to the end of that fiscal year, sufficient textbooks or instructional materials, or both, in each subject; and

WHEREAS, this requirement shall be met with state-allocated general and categorical funds;

THEREFORE, BE IT RESOLVED that the El Rancho Unified School District has determined that there were sufficient textbooks and/or instructional materials during the 2012-2013 school year.

BE IT FURTHER RESOLVED that the El Rancho Unified School District held a public hearing at the regular meeting of June 13, 2013, and by adoption of this resolution complies with Education Code Section 60242.

ADOPTED this 13th day of June 2013, by the El Rancho Unified School District Governing Board of Education.

Rachel Canchola, Clerk

Roxane Fuentes
*Assistant Superintendent
Educational Services*

ADMINISTRATION
Mark Matthews
*Director
Human Resources*

Christopher Gutierrez-Lohrman, Ed.D.
*Director
Student Services* **pg. 80**

Item 12.2 A

ISSUE:

Approve/ratify conference attendance

ANALYSIS:

The *Lozano Smith Attorneys at Law* are presenting the 2012/2013 and 2013/2014 Special Education Legal Consortium Conference, in West Covina and Whittier, CA. The conference will focus on legal updates based on the California Court of Appeal's recent changes, which include concepts on legislation-proof IEPs, AB 3632 mandate, and expulsion issues. It is critical to have district employees attend this conference.

PARTICIPANTS:

Caro-Michel, Elvira	Psychologist/Behavior Specialist
Pegadiotes, Dena	Psychologist
Ramos, Kristine	Coordinator of Special Education
Smeritschnig, Andreas	Psychologist
Webb, Micki	Program Specialist

Dates: October 2, 2012; March 5, 2013; October 3, 2013 and March 6, 2014

2012/2013 Registration:	\$90.00 per person x 5 participants	= \$ 450.00
2013/2014 Registration:	\$90.00 per person x 5 participants	= \$ 450.00
Mileage to Whittier:	9.2 miles round trip x 2 days x 5	= \$ 51.98
Mileage to West Covina:	21.82 miles round trip x 2 days x 5	= \$ 123.28
Total Estimated Expenditure:		= \$1,075.26

RECOMMENDATION:

Approve/ratify attendance to 2012/2013 and 2013/2014 Special Education Legal Consortium Conference, presented by the *Lozano Smith Attorneys at Law* held on October 2, 2012; March 5, 2013; October 3, 2013 and March 6, 2014, in West Covina and Whittier, CA. Five (5) certificated El Rancho Unified School District employees will attend. Total estimated expenditure of \$1,075.26 is payable from the Medi-Cal MAA funds.

Submitted by: Student Services
 Reviewed by: Roxane Fuentes, Assistant Superintendent, Educational Services

July 11, 2013

Item 12.2 B

ISSUE:

Master Contract and Individual Service Agreements for nonpublic, nonsectarian public agency

ANALYSIS:

Approve/ratify Master Contract and Individual Service Tuition Agreements between El Rancho Unified School District and *JBA Institute, LLC*, a nonpublic agency for special education students. An El Rancho student is to receive services from this agency with payment to be made by the District as specified in accordance with Public Law 108-446 IDEA; Education Code Sections 56035, 56365-56366 and 56740.

Approve Individual Service Agreement between ERUSD and *JBA Institute, LLC*, as specified:

Individualized Education Program for Student # 8028056608	
For July 1, 2013 to June 30, 2014	\$ 160,000.00

RECOMMENDATION:

Approve/ratify Master Contract and Individual Service Tuition Agreement between El Rancho Unified School District and *JBA Institute, LLC*. An El Rancho Unified School District student is to receive services from this agency from July 1, 2013 to June 30, 2014, in accordance with Public Law 108-446; Education Code Sections 56035, 56365-56366 and 56740. Total expenditure of \$160,000.00 is payable through the Federal & State Special Education Funds.

Submitted by: Student Services

Reviewed by: Roxane Fuentes, Assistant Superintendent, Educational Services

July 11, 2013

Item 12.2 C

ISSUE:

Amend Service Agreement

ANALYSIS:

The El Rancho Unified School District will contract with *Educational Based Services (EBS)*, to provide four ~~three~~ Speech-Language Pathologists during the 2013/2014 school year. Four ~~Three~~ El Rancho Unified School District Speech-Language Pathologist positions are currently vacant. The Speech-Language Pathologists provided by EBS will assist the District in providing IEP mandated support to students district wide.

AGENCY INFORMATION:

EBS is the global leader in birth to 22 year-old programs and the largest provider of services to the pediatric population. EBS has an unparalleled commitment to providing the highest quality services, training, mentorship, and support.

Date: August 15, 2013 through June 06, 2014

Expenditures: Total not to exceed - \$390,000.00 ~~\$294,525.00~~

Funding: Federal and State Special Education Funds

Justification: An amendment is necessary due to a late resignation notice from a District Speech-Language Pathologist.

RECOMMENDATION:

Amend board approved item 14.2 C, approved June 13, 2013, for a service agreement with *Educational Based Services (EBS)* for the 2013/2014 school year to provide four ~~three~~ Speech-Language Pathologists, effective August 15, 2013 through June 6, 2014. Total expenditure of \$390,000.00 ~~\$294,525.00~~ is payable from the Federal and State Special Education Funds.

Submitted by: Student Services

Reviewed by: Roxane Fuentes, Assistant Superintendent, Education Services

June 13, 2013

Item 12.2 D

ISSUE:

Master Contract for nonpublic, nonsectarian public agency

ANALYSIS:

Approve Master Contract between El Rancho Unified School District and *Educational Based Services (EBS)*, a nonpublic agency for special education students.

AGENCY INFORMATION:

EBS is the global leader in birth to 21 year-old programs and the largest provider of services to the pediatric population. EBS has an unparalleled commitment to providing the highest quality services, training, mentorship, and support.

Date: July 1, 2013 through June 30, 2014

Expenditures: Total not to exceed - \$7,500.00

Funding: Federal and State Special Education Funds

El Rancho students will receive services from this agency for speech and language as defined in Item 18 under General Provisions with payment to be made by the District in accordance with Education Code Sections 56157, and 56365-56366.7.

RECOMMENDATION:

Approve Master Contract between El Rancho Unified School District and *Educational Based Services (EBS)*, a *Non-public Agency*. El Rancho Unified School District students are to receive speech and language services from this agency from July 1, 2013 to June 30, 2014 in accordance with Public Law 108-446; Education Code Sections 56035, 56365-56366 and 56740. Total expenditure of \$7,500.00 is payable through Federal & State Special Education Funds.

Submitted by: Student Services

Reviewed by: Roxane Fuentes, Assistant Superintendent, Educational Services

July 11, 2013

Item 12.2 E

ISSUE:

Master Contract and Individual Service Agreement for nonpublic, nonsectarian public agency

ANALYSIS:

Approve/ratify Master Contract and Individual Service Tuition Agreements between El Rancho Unified School District and *Autism Spectrum Therapies*, a nonpublic agency for special education students. An El Rancho student is to receive services from this agency with payment to be made by the District as specified in accordance with Public Law 108-446 IDEA; Education Code Sections 56035, 56365-56366 and 56740.

Approve Individual Service Agreement between ERUSD and *Autism Spectrum Therapies*, as specified:

Individualized Education Program for Student # 9184814021
For July 1, 2013 to June 30, 2014

\$ 35,550.00

RECOMMENDATION:

Approve/ratify Master Contract and Individual Service Tuition Agreement between El Rancho Unified School District and *Autism Spectrum Therapies*. An El Rancho Unified School District student is to receive services from this agency from July 1, 2013 to June 30, 2014, in accordance with Public Law 108-446; Education Code Sections 56035, 56365-56366 and 56740. Total expenditure of \$35,550.00 is payable through the Federal & State Special Education Funds.

Submitted by: Student Services

Reviewed by: Roxane Fuentes, Assistant Superintendent, Educational Services

July 11, 2013

Item 12.2 F

ISSUE:

Master Contract and Individual Service Agreements for nonpublic agency

ANALYSIS:

Approve/ratify Master Contract and Individual Service Tuition Agreements between El Rancho Unified School District and *Whittier Area Parents' Association for the Developmentally Handicapped (WAPADH)*, a nonpublic agency for special education students. El Rancho students are to receive services from this agency with payment to be made by the District as specified in accordance with Public Law 108-446 IDEA; Education Code Sections 56035, 56365-56366 and 56740.

Approve Individual Service Agreement between ERUSD and *Whittier Area Parents' Association for the Developmentally Handicapped (WAPADH)*, as specified:

Individualized Education Program for Student # 1120394103 For July 1, 2013 to June 30, 2014	\$ 3,300.00
Individualized Education Program for Student # 4039330140 For July 1, 2013 to June 30, 2014	\$ 3,300.00
Individualized Education Program for Student # 9007683581 For July 1, 2013 to June 30, 2014	\$ 3,300.00
Individualized Education Program for Student # 9029614331 For July 1, 2013 to June 30, 2014	<u>\$ 3,300.00</u> \$13,200.00

RECOMMENDATION:

Approve/ratify Master Contract and Individual Service Tuition Agreements between El Rancho Unified School District and *Whittier Area Parents' Association for the Developmentally Handicapped (WAPADH)*. El Rancho Unified School District students are to receive services from this agency from July 1, 2013 to June 30, 2014 in accordance with Public Law 108-446; Education Code Sections 56035, 56365-56366 and 56740. Total expenditure of \$13,200.00 is payable through the Federal & State Special Education Funds.

Submitted by: Student Services

Reviewed by: Roxane Fuentes, Assistant Superintendent, Educational Services

July 11, 2013

Item 12.3 A**ITEM:**

Attendance at the 2013 Southern California CSU High School Counselor Conference in Ontario, California

ANALYSIS:

The annual Southern California CSU High School Counselor Conference provides the latest information on admissions policies and impacted programs of campuses, along with workshops on a variety of current issues and topics. The information obtained at the conference will be used to advise students and provide workshops to assist them in applying to a California State University campus.

School: El Rancho High School

Certificated Staff: Herb Ortiz, College Counselor

Date: September 26, 2013

Location: Ontario Convention Center

Expenditure:	Registration	=	\$65.00
	Parking	=	<u>\$10.00</u>
	Total (not to exceed)	=	\$75.00

Funding: 2013-2014 El Rancho High School General Funds
Account #01.1-00000.0-11100-10000-5220-3100000

RECOMMENDATION:

Approve attendance for one (1) certificated counselor from El Rancho High School at the Southern California CSU High School Counselor Conference at the Ontario Convention Center in Ontario, California, on September 26, 2013. Total expenditure not to exceed \$75.00 for registration and parking is payable from El Rancho High School General Funds.

Submitted by: Sam Genis, Principal, El Rancho High School
Roxane Fuentes, Assistant Superintendent, Educational Services

July 11, 2013

Item 12.3 B

ITEM:

Attendance at the 2013 Southern California CSU High School Counselor Conference in Pasadena, California

ANALYSIS:

The annual Southern California CSU High School Counselor Conference provides the latest information on admissions policies and impacted programs of campuses, along with workshops on a variety of current issues and topics. The information obtained at the conference will be used to advise students and provide workshops to assist them in applying to a California State University campus.

School: El Rancho High School

Certificated Staff: Marla Diaz-Cruz, Counselor
Olga Espinoza, Counselor
Delia Madera-Arriola, Counselor
Jan Sell, Counselor

Date: September 24, 2013

Location: Pasadena Convention Center, Pasadena, California

Expenditure:	Registration, \$65.00 x 4	=	\$260.00
	Parking, \$10.00 x 4	=	<u>\$ 40.00</u>
	Total (not to exceed)	=	\$300.00

Funding: 2013-2014 El Rancho High School General Funds
Account #01.1-00000.0-11100-10000-5220-3100000

RECOMMENDATION:

Approve attendance for four (4) certificated counselors from El Rancho High School at the Southern California CSU High School Counselor Conference at the Pasadena Convention Center in Pasadena, California, on September 24, 2013. Total expenditure not to exceed \$300.00 for registration and parking is payable from El Rancho High School General Funds.

Submitted by: Sam Genis, Principal, El Rancho High School
Roxane Fuentes, Assistant Superintendent, Educational Services

July 11, 2013

Item 12.3 C**ITEM:**

Attendance at the University of California Counselor Conference in Riverside, California

ANALYSIS:

The annual University of California Counselor Conference provides the latest information on admissions policies and impacted programs of campuses, along with workshops on a variety of current issues and topics. The information obtained at the conference will be used to advise students and provide workshops to assist them in applying to a UC Campus.

School: El Rancho High School

Certificated Staff: Herb Ortiz, College Counselor
Marla Diaz- Cruz, Counselor
Olga Espinoza, Counselor
Delia Madera-Arriola, Counselor
Jan Sell, Counselor

Date: September 17, 2013

Location: University of California, Riverside

Expenditure:	Registration, \$40.00 x 5	=	\$200.00
	Parking, \$10.00 x 5	=	<u>\$ 50.00</u>
	Total	=	\$250.00

Funding: 2013-2014 El Rancho High School General Funds
Account #01.1-00000.0-11100-10000-5220-3100000

RECOMMENDATION:

Approve attendance for five (5) certificated counselors from El Rancho High School at the University of California Counselor Conference at UC Riverside in Riverside, California, on September 17, 2013. Total expenditure not to exceed \$250.00 for registration and parking is payable from El Rancho High School General Funds.

Submitted by: Sam Genis, Principal, El Rancho High School
Roxane Fuentes Assistant Superintendent, Educational Services

July 11, 2013

Item 12.3 D

ISSUE:

Consultant agreement

ANALYSIS:

A consultant will provide Magee Elementary students with advisement and activities to help develop strong character and basic values that support and enhance the six pillars of the Character Counts program, which are trustworthiness, respect, responsibility, citizenship, caring and fairness. In addition, the consultant will support identified English Language Learners and students who are not meeting grade-level proficiency in English Language Arts during Response to Intervention (RTI).

Research & Goal: The importance of character, values and social interactions in a child's development is well known and has been documented by numerous research studies. The value of good character is self-evident, and in an effort to promote character education for all students, our goal is to provide an advisor who will promote positive character development among our students and school community.

School Data: Consultant Roxanne Robles will provide character development lessons and activities for Magee Elementary School students who have had difficulty or particular concerns with issues in school, home and/or their personal lives. This service will provide students an opportunity to strengthen their character and values so that they can have stronger personal and social relationships.

Consultant Information: Roxanne Robles has provided services in the El Rancho Unified School District since 2009. She provides on-site support to students and parents in the implementation of character education and intervention programming.

Location: Magee Elementary School

Participants: Students and parents

Effective: August 21, 2013 through June 5, 2014

Expenditure: Not to exceed \$90.00/day or a total of \$15,750.00

Funding: (21.1%) \$3,323.00 EIA/SCE Funds,
Account #01.3-70900.0-11100-10000-5810-1230000
(39.45%) \$6,213.50 Title I Funds
Account #01.3-30100.0-11100-10000-5810-1230000,
(39.45%) \$6,213.50 EIA/LEP Funds
Account #01.3-70910.0-11100-10000-5810-1230000,

Item 12.3 D

RECOMMENDATION:

Approve consultant agreement with Roxanne Robles to provide character development lessons and activities for Magee Elementary School students and parents Monday through Friday, as needed, effective August 21, 2013 through June 5, 2014. The consultant will be paid on a monthly basis at a daily rate of \$90.00. Total expenditure not to exceed \$15,750.00 is payable from Magee Elementary School Title I (21.1%), EIA/LEP (39.45%) and EIA/SCE (39.45%) Funds.

Submitted by: Gisela Castañon, Principal, Magee Elementary School
Roxane Fuentes, Assistant Superintendent, Educational Services

July 11, 2013

Item 12.3 D

**EL RANCHO UNIFIED SCHOOL DISTRICT
Pico Rivera, California**

**Agreement for Consultant Services between
The El Rancho Unified School District and
Roxanne Robles**

WHEREAS, it is the desire of the El Rancho Unified School District to contract a consultant to provide guidance services for the students and families of Magee Elementary School;

WHEREAS, such services will help students and families deal with difficult issues in their school, home and/or personal lives;

THEREFORE, this agreement is made and entered into this 11th day of July, 2013 by and between the El Rancho Unified School District and Mrs. Roxanne Robles, consultant.

SERVICES TO BE RENDERED BY CONSULTANT:

The consultant will provide Magee Elementary School students and parents with counseling services, effective August 21, 2013 through June 5, 2014.

PAYMENT TO BE MADE BY THE DISTRICT:

In consideration of the services rendered, the El Rancho Unified School District agrees to pay Roxanne Robles NINETY DOLLARS (\$90.00) a day for days worked, payable on a monthly basis and not to exceed a total of FIFTEEN THOUSAND, SEVEN HUNDRED FIFTY DOLLARS (\$15,750.00). Payment is to be charged to Magee Elementary School Title I (21.1%), EIA/LEP (39.45%) and EIA/SCE (39.45%) Funds.

**GOVERNING BOARD
EL RANCHO UNIFIED SCHOOL DISTRICT**

Roxanne Robles

Martin Galindo, Superintendent
and Secretary to the Board of Education

Consultant's Tax I.D./Social Security

Date

Item 12.3 E

ISSUE:

Consultant agreement

ANALYSIS:

Providing high-quality translated reports for internal and district-wide use is a valued and needed service. During the course of normal business we generate numerous documents that require both translation and desktop publishing. For the past thirteen years we have used the services of Marcy Romero, Romero Translation and Desktop Publishing; we would like to continue using this much-needed service.

Location: District Office 1

Consultant: Marcy Romero, Romero Translation and Desktop Publishing

Effective: July 12, 2013 through June 30, 2014

Expenditure: \$30.00/hour for services rendered, not to exceed a total of \$3,000.00

Funding: Centralized General Funds, Account #01.1-00000.0-00000-21000-5810-0000020

RECOMMENDATION:

Approve consultant agreement with Marcy Romero to provide translation and desktop publishing services, effective July 12, 2013 through June 30, 2014. Total expenditure not to exceed \$3,000.00 is payable from Centralized General Funds.

Submitted by: Roxane Fuentes, Assistant Superintendent, Educational Services

July 11, 2013

Item 12.3 E

**EL RANCHO UNIFIED SCHOOL DISTRICT
Pico Rivera, California**

**Agreement for Consultant Services between the
El Rancho Unified School District and
Marcy Romero**

WHEREAS, it is the desire of the El Rancho Unified School District to contract an expert to provide desktop publishing and translation services;

WHEREAS, such services will assist the district in providing high-quality reports and notices;

THEREFORE, this agreement is made and entered into this 11th day of July, 2013 by and between the El Rancho Unified School District and Marcy Romero, consultant.

SERVICES TO BE RENDERED BY CONSULTANT:

The consultant will provide desktop publishing and translation services on an as-needed basis, effective July 12, 2013 through June 30, 2014.

PAYMENT TO BE MADE BY THE DISTRICT:

In consideration of the services rendered, the El Rancho Unified School District agrees to pay Marcy Romero THIRTY DOLLARS (\$30.00) an hour for hours worked on an as-needed basis, not to exceed a total of THREE THOUSAND DOLLARS (\$3,000.00). Payment is to be charged to Centralized General Funds.

**GOVERNING BOARD
EL RANCHO UNIFIED SCHOOL DISTRICT**

Marcy Romero
29443 Starring Ln.
Menifee, CA 92584

Martin Galindo, Superintendent
and Secretary to the Board

Social Security Number

Date

Item 12.3 F

ISSUE:

Submission of William's Quarterly Report

ANALYSIS:

The William's Lawsuit Settlement of August 2004 seeks to ensure that all students have equal access to the basics of a quality education. The Valenzuela/CAHSEE Settlement of 2006 requires school districts, charter schools, and county superintendents that participate in a specified categorical funding program to offer services to students who did not pass the CAHSEE by the end of grade 12. These settlements require quarterly reporting to the Los Angeles County Office of Education.

4th Quarter Report Dates: April 1, 2013 through June 30, 2013

Reported: No complaints were filed with any school in the district during this quarter.

RECOMMENDATION:

Approve submission to the Los Angeles County Office of Education of the Williams/Valenzuela/CAHSEE Lawsuit Settlement Quarterly Report on Uniform Complaints 2012-2013. The report states that no complaints were filed with any school in the district during the fourth quarter, which covers April 1, 2013 through June 30, 2013.

Submitted by: Roxane Fuentes, Assistant Superintendent, Educational Services

July 11, 2013



**Los Angeles County
Office of Education**
Leading Educators • Supporting Students
Serving Communities

Williams/Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on Uniform Complaints 2012-2013

Item 12.3 F

District Name: El Rancho Unified School District Date: 7/1/13

Person completing this form: Roxane Fuentes Title: Assistant Supt.

Quarter covered by this report (check one below):

- 1st QTR July 1 to September 30 Due Oct. 19, 2012
- 2nd QTR October 1 to December 31 Due Jan. 18, 2013
- 3rd QTR January 1 to March 31 Due Apr. 19, 2013
- 4th QTR April 1 to June 30 Due Jul. 19, 2013

Date for information to be reported publicly at governing board meeting: July 11, 2013

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and Misassignment	0	0	0
CAHSEE Intensive Instruction and Services	0	0	0
TOTAL	0	0	0

Print Name of District Superintendent Martin Galindo

Signature of District Superintendent _____ Date 7/11/13

Return the Quarterly Summary to:
Williams Legislation Implementation Project
Los Angeles County Office of Education
c/o Kirit Chauhan, Williams Settlement Legislation
9300 Imperial Highway, ASM/Williams ECW 358
Downey, CA 90242

Telephone: (562) 803-8227
FAX: (562) 803-8325
E-Mail: Chauhan_Kirit@lacoed.edu

Item 12.3 G

ISSUE:

2013-2014 instructional minutes for El Rancho Unified School District elementary, high, and continuation schools

ANALYSIS:

With the approval of the Board of Education, the decision was made by district administration to meet the intent of Chapter 498: Article 8, Sections 46200 through 46202 of SB-813, entitled "Incentives for Longer Instructional Day and Year." This issue addresses the requirements of total annual instructional minutes for grades K-12.

Due to the California budget crisis, Assembly Bill A.B. No. 2 was passed in July of 2009 to allow districts flexibility in meeting the minimum requirements for annual instructional minutes, should they have to schedule furlough days.

The required annual instructional minutes are as follows:

- 49,000 minutes for Grades 1 through 2
- 49,000 minutes for Grade 3
- 52,500 minutes for Grades 4 through 5
- 58,862 minutes for Grades 6 through 8
- 63,000 minutes for Grades 9 through 12
- 64,948 minutes for Grades 9 through 12, El Rancho High School (2013/14 – 2014/15)
- 31,500 minutes for continuation schools

The 2013-2014 instructional minutes for elementary, high, and continuation schools meet the requirements of the aforementioned legislation. The district will observe eight furlough days during the school year; however only four will affect instructional time. These four furlough days have been factored into the instructional minutes for each school site.

RECOMMENDATION:

Approve the 2013-2014 instructional minutes for El Rancho Unified School District elementary, high, and continuation schools.

Submitted by: Roxane Fuentes, Assistant Superintendent, Educational Services

July 11, 2013

Item 12.3 G

Birney Elementary School Instructional Minutes 2013-2014

<u>Regular Days</u>	Kinder <u>All</u>	Grades <u>1-2</u>	Grades <u>3</u>	Grades <u>4 - 5</u>
Start	08:20 AM	08:20 AM	08:20 AM	08:20 AM
End	02:05 PM	02:40 PM	02:40 PM	02:45 PM
Number of Hours	05:45	06:20	06:20	06:25
Total Number of Minutes	345	380	380	385
Less Recess (restroom break)	(40)	(20)	(20)	(20)
Less Lunch	(45)	(45)	(45)	(45)
Actual Daily Instructional Minutes	<u>260</u>	<u>315</u>	<u>315</u>	<u>320</u>
Number of Days	135	135	135	135
Total Minutes	<u><u>35,100</u></u>	<u><u>42,525</u></u>	<u><u>42,525</u></u>	<u><u>43,200</u></u>
 <u>Minimum/Modified Days</u>				
Start	08:20 AM	8:20 AM	8:20 AM	8:20 AM
End	12:05 PM	1:05 PM	1:05 PM	1:05 PM
Number of Hours	03:45	04:45	04:45	04:45
Total Number of Minutes	225	285	285	285
Less Recess	(20)	(20)	(20)	(20)
Less Lunch	(45)	(30)	(30)	(30)
Actual Daily Instructional Minutes	<u>160</u>	<u>235</u>	<u>235</u>	<u>235</u>
Number of Days	40	40	40	40
Total Minutes	<u><u>6,400</u></u>	<u><u>9,400</u></u>	<u><u>9,400</u></u>	<u><u>9,400</u></u>
 Annual Instructional Minutes	 <u><u>41,500</u></u>	 <u><u>51,925</u></u>	 <u><u>51,925</u></u>	 <u><u>52,600</u></u>
SDE Required Number of Minutes	35,000	49,000	49,000	52,500
 In Compliance (Yes/No)	 Yes	 Yes	 Yes	 Yes

Item 12.3 G

Durfee Elementary School Instructional Minutes 2013-2014

	Kinder	Grades	Grades	Grades
<u>Regular Days</u>	<u>All</u>	<u>1-2</u>	<u>3</u>	<u>4-5</u>
Start	8:30 AM	8:15 AM	8:15 AM	8:15 AM
End	2:10 AM	2:25 AM	2:25 AM	2:25 PM
Number of Hours	05:40	06:10	06:10	06:10
Total Number of Minutes	340	375	375	375
Less Recess (restroom break)	30	30	30	30
Less Lunch	40	40	40	40
Actual Daily Instructional Minutes	<u>270</u>	<u>305</u>	<u>305</u>	<u>305</u>
Number of Days	138	138	138	138
Total Minutes	<u>37,260</u>	<u>42,090</u>	<u>42,090</u>	<u>42,090</u>
<u>Minimum/Modified Days</u>				
Start	8:30 AM	8:15 AM	8:15 AM	8:15 AM
End	12:00 PM	1:10 PM	1:10 AM	1:10 PM
Number of Hours	03:30	04:55	04:55	04:55
Total Number of Minutes	210	295	295	295
Less Recess	15	25	25	25
Less Lunch	(45)	45	45	45
Actual Daily Instructional Minutes	<u>180</u>	<u>365</u>	<u>365</u>	<u>365</u>
Number of Days	<u>37</u>	<u>37</u>	<u>37</u>	<u>37</u>
Total Minutes	<u>6,660</u>	<u>13,505</u>	<u>13,505</u>	<u>13,505</u>
Annual Instructional Minutes	<u>43,920</u>	<u>55,595</u>	<u>55,595</u>	<u>55,595</u>
SDE Required Number of Minutes	35,000	49,000	49,000	52,500
In Compliance (Yes/No)	Yes	Yes	Yes	Yes

Item 12.3 G

Magee Elementary School Instructional Minutes 2013-2014

<u>Regular Days</u>	<u>Kinder All</u>	<u>Grades 1-2</u>	<u>Grades 3</u>	<u>Grades 4-5</u>
Start	08:30 AM	08:20 AM	08:20 AM	08:20 AM
End	02:10 PM	02:31 PM	02:35 PM	02:40 PM
Number of Hours	05:40	06:11	06:15	06:20
Total Number of Minutes	340	371	375	380
Less Recess (restroom break)	(40)	(30)	(15)	(15)
Less Lunch	(45)	(45)	(45)	(45)
Actual Daily Instructional Minutes	<u>255</u>	<u>296</u>	<u>315</u>	<u>320</u>
Number of Days	135	135	135	135
Total Minutes	<u>34,425</u>	<u>39,960</u>	<u>42,525</u>	<u>43,200</u>
<u>Minimum/Modified Days</u>				
Start	08:30 AM	8:20 AM	8:20 AM	8:20 AM
End	12:05 PM	12:53 PM	12:53 PM	1:05 PM
Number of Hours	03:35	04:33	04:33	04:45
Total Number of Minutes	215	273	273	285
Less Recess	(20)	(15)	(15)	(15)
Less Lunch	(40)	(30)	(30)	(30)
Actual Daily Instructional Minutes	<u>155</u>	<u>228</u>	<u>228</u>	<u>240</u>
Number of Days	40	40	40	40
Total Minutes	<u>6,200</u>	<u>9,120</u>	<u>9,120</u>	<u>9,600</u>
Annual Instructional Minutes	<u>40,625</u>	<u>49,080</u>	<u>51,645</u>	<u>52,800</u>
SDE Required Number of Minutes	35,000	49,000	49,000	52,500
In Compliance (Yes/No)	Yes	Yes	Yes	Yes

Item 12.3 G

North Ranchito Elementary School Instructional Minutes 2013-2014

	Kinder	Grades	Grades	Grades
<u>Regular Days</u>	<u>All</u>	<u>1-2</u>	<u>3</u>	<u>4-5</u>
Start	08:25 AM	08:25 AM	08:25 AM	08:25 AM
End	02:10 PM	02:30 PM	02:30 PM	02:41 PM
Number of Hours	05:45	06:05	06:05	06:16
Total Number of Minutes	345	365	365	376
Less Recess (restroom break)	(35)	(15)	(15)	(15)
Less Lunch	(50)	(40)	(40)	(40)
Actual Daily Instructional Minutes	<u>260</u>	<u>310</u>	<u>310</u>	<u>321</u>
Number of Days	135	135	135	135
Total Minutes	<u>35,100</u>	<u>41,850</u>	<u>41,850</u>	<u>43,335</u>
<u>Minimum/Modified Days</u>				
Start	08:25 AM	8:25 AM	8:25 AM	8:25 AM
End	12:20 PM	1:15 PM	1:15 PM	1:15 PM
Number of Hours	03:55	04:50	04:50	04:50
Total Number of Minutes	235	290	290	290
Less Recess	(15)	(15)	(15)	(15)
Less Lunch	(50)	(40)	(40)	(40)
Actual Daily Instructional Minutes	<u>170</u>	<u>235</u>	<u>235</u>	<u>235</u>
Number of Days	40	40	40	40
Total Minutes	<u>6,800</u>	<u>9,400</u>	<u>9,400</u>	<u>9,400</u>
Annual Instructional Minutes	<u>41,900</u>	<u>51,250</u>	<u>51,250</u>	<u>52,735</u>
SDE Required Number of Minutes	35,000	49,000	49,000	52,500
In Compliance (Yes/No)	Yes	Yes	Yes	Yes

Item 12.3 G

Rio Vista Elementary School Instructional Minutes 2013-2014

	Kinder	Grades	Grades	Grades
<u>Regular Days</u>	<u>All</u>	<u>1-2</u>	<u>3</u>	<u>4-5</u>
Start	08:20 AM	08:15 AM	08:15 AM	08:15 AM
End	02:00 PM	02:35 PM	02:35 PM	02:35 PM
Number of Hours	05:40	06:20	06:20	06:20
Total Number of Minutes	340	380	380	380
Less Recess (restroom break)	(40)	(20)	(20)	(15)
Less Lunch	(45)	(40)	(40)	(35)
Actual Daily Instructional Minutes	<u>255</u>	<u>320</u>	<u>320</u>	<u>330</u>
Number of Days	135	135	135	135
Total Minutes	<u>34,425</u>	<u>43,200</u>	<u>43,200</u>	<u>44,550</u>
<u>Minimum/Modified Days</u>				
Start	08:20 AM	08:15 AM	08:15 AM	08:15 AM
End	12:55 PM	1:02 PM	1:02 PM	1:05 PM
Number of Hours	04:35	04:47	04:47	04:50
Total Number of Minutes	275	287	287	290
Less Recess	(20)	(20)	(20)	(15)
Less Lunch	(45)	(30)	(30)	(30)
Actual Daily Instructional Minutes	<u>210</u>	<u>237</u>	<u>237</u>	<u>245</u>
Number of Days	40	40	40	40
Total Minutes	<u>8,400</u>	<u>9,480</u>	<u>9,480</u>	<u>9,800</u>
Annual Instructional Minutes	<u>42,825</u>	<u>52,680</u>	<u>52,680</u>	<u>54,350</u>
SDE Required Number of Minutes	35,000	49,000	49,000	52,500
In Compliance (Yes/No)	Yes	Yes	Yes	Yes

Item 12.3 G

Rivera Elementary School Instructional Minutes 2013-2014

	Kinder	Grades	Grades	Grades
	All	1-2	3	4-5
<u>Regular Days</u>				
Start	08:30 AM	08:20 AM	08:20 AM	08:20 AM
End	02:20 PM	02:40 PM	02:40 PM	02:40 PM
Number of Hours	05:50	06:20	06:20	06:20
Total Number of Minutes	350	380	380	380
Less Recess (restroom break)	(50)	(20)	(15)	(15)
Less Lunch	(45)	(45)	(45)	(45)
Actual Daily Instructional Minutes	<u>255</u>	<u>315</u>	<u>320</u>	<u>320</u>
Number of Days	135	135	135	135
Total Minutes	<u><u>34,425</u></u>	<u><u>42,525</u></u>	<u><u>43,200</u></u>	<u><u>43,200</u></u>
<u>Minimum/Modified Days</u>				
Start	08:30 AM	8:20 AM	8:20 AM	8:20 AM
End	12:15 PM	12:30 PM	12:30 PM	12:30 PM
Number of Hours	03:45	04:10	04:10	04:10
Total Number of Minutes	225	250	250	250
Less Recess	(25)	(20)	(10)	(10)
Less Lunch	(45)	0	0	0
Actual Daily Instructional Minutes	<u>155</u>	<u>230</u>	<u>240</u>	<u>240</u>
Number of Days	40	40	40	40
Total Minutes	<u><u>6,200</u></u>	<u><u>9,200</u></u>	<u><u>9,600</u></u>	<u><u>9,600</u></u>
Annual Instructional Minutes	<u><u>40,625</u></u>	<u><u>51,725</u></u>	<u><u>52,800</u></u>	<u><u>52,800</u></u>
SDE Required Number of Minutes	35,000	49,000	49,000	52,500
In Compliance (Yes/No)	Yes	Yes	Yes	Yes

Item 12.3 G

South Ranchito Elementary School Instructional Minutes 2013-2014

	Kinder	Grades	Grades	Grades
<u>Regular Days</u>	<u>All</u>	<u>1-2</u>	<u>3</u>	<u>4 - 5</u>
Start	08:30 AM	08:20 AM	08:20 AM	08:20 AM
End	02:15 PM	02:21 PM	02:27 PM	02:41 PM
Number of Hours	05:45	06:01	06:07	06:21
Total Number of Minutes	345	361	367	381
Less Recess (restroom break)	(30)	(15)	(15)	(15)
Less Lunch	(45)	(45)	(40)	(40)
Actual Daily Instructional Minutes	<u>270</u>	<u>301</u>	<u>312</u>	<u>326</u>
Number of Days	135	135	135	135
Total Minutes	<u>36,450</u>	<u>40,635</u>	<u>42,120</u>	<u>44,010</u>
<u>Minimum/Modified Days</u>				
Start	08:30 AM	8:20 AM	8:20 AM	8:20 AM
End	12:05 PM	12:55 PM	12:55 PM	1:03 PM
Number of Hours	03:35	04:35	04:35	04:43
Total Number of Minutes	215	275	275	283
Less Recess	(15)	(15)	(15)	(15)
Less Lunch	(45)	(30)	(30)	(30)
Actual Daily Instructional Minutes	<u>155</u>	<u>230</u>	<u>230</u>	<u>238</u>
Number of Days	40	40	40	40
Total Minutes	<u>6,200</u>	<u>9,200</u>	<u>9,200</u>	<u>9,520</u>
Annual Instructional Minutes	<u>42,650</u>	<u>49,835</u>	<u>51,320</u>	<u>53,530</u>
SDE Required Number of Minutes	35,000	49,000	49,000	52,500
In Compliance (Yes/No)	Yes	Yes	Yes	Yes

Item 12.3 G

Valencia Elementary School Instructional Minutes 2013-2014

	Kinder	Grades	Grades	Grades
<u>Regular Days</u>	<u>All</u>	<u>1-2</u>	<u>3</u>	<u>4-5</u>
Start	08:30 AM	08:20 AM	08:20 AM	08:15 AM
End	02:10 PM	02:25 PM	02:25 PM	02:31 PM
Number of Hours	05:40	06:05	06:05	06:16
Total Number of Minutes	340	365	365	376
Less Recess (restroom break)	(40)	(25)	(20)	(15)
Less Lunch	(45)	(40)	(45)	(40)
Actual Daily Instructional Minutes	<u>255</u>	<u>300</u>	<u>300</u>	<u>321</u>
Number of Days	135	135	135	135
Total Minutes	<u>34,425</u>	<u>40,500</u>	<u>40,500</u>	<u>43,335</u>
<u>Minimum/Modified Days</u>				
Start	08:30 AM	8:20 AM	8:20 AM	8:15 AM
End	12:10 PM	12:55 PM	12:55 PM	1:03 PM
Number of Hours	03:40	04:35	04:35	04:48
Total Number of Minutes	220	275	275	288
Less Recess	(20)	(15)	(20)	(15)
Less Lunch	(45)	(40)	(40)	(40)
Actual Daily Instructional Minutes	<u>155</u>	<u>220</u>	<u>215</u>	<u>233</u>
Number of Days	40	40	40	40
Total Minutes	<u>6,200</u>	<u>8,800</u>	<u>8,600</u>	<u>9,320</u>
Annual Instructional Minutes	<u>40,625</u>	<u>49,300</u>	<u>49,100</u>	<u>52,655</u>
SDE Required Number of Minutes	35,000	49,000	49,000	52,500
In Compliance (Yes/No)	Yes	Yes	Yes	Yes

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El Rancho High School Instructional Minutes 2013-2014

	Grades <u>9</u>	Grades <u>10</u>	Grades <u>11</u>	Grades <u>12</u>
<u>Monday - Regular Day</u>				
Start	07:55 AM	07:55 AM	07:55 AM	07:55 AM
End	02:55 PM	02:55 PM	02:55 PM	02:55 PM
Number of Hours	07:00	07:00	07:00	07:00
Total Number of Minutes	420	420	420	420
Less Recess				
Less Lunch	(40)	(40)	(40)	(40)
Actual Daily Instructional Minutes	<u>380</u>	<u>380</u>	<u>380</u>	<u>380</u>
Number of Days	32	32	32	32
Total Minutes	<u>12,160</u>	<u>12,160</u>	<u>12,160</u>	<u>12,160</u>
<u>Friday - Regular Day</u>				
Start	08:15 AM	08:15 AM	08:15 AM	08:15 AM
End	03:00 PM	03:00 PM	03:00 PM	03:00 PM
Number of Hours	06:45	06:45	06:45	06:45
Total Number of Minutes	405	405	405	405
Less Recess				
Less Teacher Collaboration				
Less Lunch	(40)	(40)	(40)	(40)
Actual Daily Instructional Minutes	<u>365</u>	<u>365</u>	<u>365</u>	<u>365</u>
Number of Days	34	34	34	34
Total Minutes	<u>12,410</u>	<u>12,410</u>	<u>12,410</u>	<u>12,410</u>
<u>Tuesday-Thursday - Regular Days</u>				
Start	7:55 AM	7:55 AM	7:55 AM	7:55 AM
End	3:05 PM	3:05 PM	3:05 PM	3:05 PM
Number of Hours	07:10	07:10	07:10	07:10
Total Number of Minutes	430	430	430	430
Less Recess (Nutrition)	(10)	(10)	(10)	(10)
Less Lunch	(40)	(40)	(40)	(40)
Actual Daily Instructional Minutes	<u>380</u>	<u>380</u>	<u>380</u>	<u>380</u>
Number of Days	96	96	96	96
Total Minutes	<u>36,480</u>	<u>36,480</u>	<u>36,480</u>	<u>36,480</u>

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El Rancho High School Instructional Minutes 2013-2014

Tuesday-Friday - Minimum Days

Start	7:55 AM	7:55 AM	7:55 AM	7:55 AM
End	12:25 PM	12:25 PM	12:25 PM	12:25 PM
Number of Hours	04:30	04:30	04:30	04:30
Total Number of Minutes	270	270	270	270
Less Recess (Nutrition)				
Less Lunch				
Actual Daily Instructional Minutes	270	270	270	270
Number of Days	3	3	3	3
Total Minutes	810	810	810	810

Finals

Start	7:55 AM	7:55 AM	7:55 AM	7:55 AM
End	12:15 PM	12:15 PM	12:15 PM	12:15 PM
Number of Hours	04:20	04:20	04:20	04:20
Total Number of Minutes	260	260	260	260
Less Recess	18	18	18	18
Less Lunch				
Actual Daily Instructional Minutes	242	242	242	242
Number of Days	4	4	4	4
Total Minutes	968	968	968	968

CST/AP/CAHSEE Testing

Start	7:55 AM	7:55 AM	7:55 AM	7:55 AM
End	3:05 PM	3:05 PM	3:05 PM	3:05 PM
Number of Hours	07:10	07:10	07:10	07:10
Total Number of Minutes	430	430	430	430
Less Recess (Nutrition)	(10)	(10)	(10)	(10)
Less Lunch	(40)	(40)	(40)	(40)
Actual Daily Instructional Minutes	380	380	380	380
Number of Days	6	6	6	6
Total Minutes	2,280	2,280	2,280	2,280

Annual Instructional Minutes **65,108** **65,108** **65,108** **65,108**

SDE Required Number of Minutes 64,948 64,948 64,948 64,948

In Compliance (Yes/No) Yes Yes Yes Yes

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Salazar High Instructional Minutes 2013-2014

<u>Regular Days</u>	<u>Grades</u> <u>9 - 12</u>
Start	8:00 AM
End	2:48 PM
Number of Hours	06:48
Total Number of Minutes	408
Less Recess	
Less Lunch	(30)
Actual Daily Instructional Minutes	<u>378</u>
Number of Days	154
Total Minutes	<u><u>58,212</u></u>
<u>Modified/Minimum Days</u>	
Start	8:03 AM
End	12:26 PM
Number of Hours	04:23
Total Number of Minutes	263
Less Recess	
Less Lunch	
Actual Daily Instructional Minutes	<u>263</u>
Number of Days	21
Total Minutes	<u><u>5,523</u></u>
Annual Instructional Minutes	<u><u>63,735</u></u>
SDE Required Number of Minutes	31,500

In Compliance (Yes/No)

Yes

*Continuations are required to have 180 instructional minutes per school day.
 $175 \times 180 = 31,500$ annual instructional minutes.

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SEBS Program Instructional Minutes 2013-2014

	Grades
<u>Regular Days</u>	<u>9 - 12</u>
Start	8:30 AM
End	02:30 PM
Number of Hours	06:00
Total Number of Minutes	360
Less Recess	(15)
Less Lunch	(30)
Actual Daily Instructional Minutes	<u>315</u>
Number of Days	161
Total Minutes	<u><u>50,715</u></u>
<u>Modified/Minimum Days</u>	
Start	8:30 AM
End	12:08 PM
Number of Hours	03:38
Total Number of Minutes	218
Less Recess	(15)
Less Lunch	
Actual Daily Instructional Minutes	<u>203</u>
Number of Days	14
Total Minutes	<u><u>2,842</u></u>
	Complete 10 Day Average
Annual Instructional Minutes	<u><u>53,557</u></u>
SDE Required Number of Minutes	31,500
In Compliance (Yes/No)	Yes

*Continuations are required to have 180 instructional minutes per school day.
 175 x 180 = 31,500 annual instructional minutes.

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ATP Program Instructional Minutes 2013-2014

<u>Regular Days</u>	<u>Grades</u> <u>9 - 12</u>
Start	9:00 AM
End	3:00 PM
Number of Hours	06:00
Total Number of Minutes	360
Less Recess	(15)
Less Lunch	(30)
Actual Daily Instructional Minutes	<u>315</u>
Number of Days	161
Total Minutes	<u><u>50,715</u></u>
<u>Modified/Minimum Days</u>	
Start	9:00 AM
End	12:15 PM
Number of Hours	03:15
Total Number of Minutes	195
Less Recess	(15)
Less Lunch	
Actual Daily Instructional Minutes	<u>180</u>
Number of Days	14
Total Minutes	<u>2,520</u>
	Complete 10 Day Average
Annual Instructional Minutes	<u><u>53,235</u></u>
SDE Required Number of Minutes	31,500
In Compliance (Yes/No)	Yes

***Continuations are required to have 180 instructional minutes per school day.
175 x 180 = 31,500 annual instructional minutes.**

Item 12.4 A

ISSUE:

Approve/Ratify Business Services reports for the month of June 2013.

ANALYSIS:

Monthly business reports include the following:

- Miscellaneous cash collections, receipts numbers 80878 through 80983 totaling \$129,510.46.
- Purchase orders P185252 through P185274 including prior numbered confirming orders totaling \$170,888.34.
- Purchase orders payable through *Measure A* bond funds totaling \$5,803.46.
- Purchase orders payable through *Measure EE* bond funds totaling \$11,887.06.
- A-Warrant, (payrolls) schedule number C1K through 175 totaling \$4,045,880.36.
- B-Warrant (accounts payable) schedule numbers 5558 through 5596 totaling \$2,791,353.03.
- Clearing account numbers 3414 through 3420 totaling \$439,294.13.
- Revolving Cash Fund number 3375 totaling \$665.00.

RECOMMENDATION:

Approve/Ratify Business Services reports for the month of June 2013.

Submitted by: Laura Castillo, Director of Fiscal Services
Leticia Covarrubias, Chief Business Officer

July 11, 2013

EL RANCHO UNIFIED SCHOOL DISTRICT
BUSINESS DIVISION

Submitted By
Sr. Bookkeeper

Item 12.4 A

MISCELLANEOUS CASH COLLECTIONS
June 2013

RCPT#	RECEIPT DATE	FROM	FOR	CHECK AMT.	TOTAL
80878	06/03/13	Brown, Alexandra	Insurance Premium	76.45	
80879	06/03/13	United State Treasury	Refund	588.24	
80880	06/03/13	El Rancho High ASB	Payroll	1,546.99	
80881	06/03/13	Plaza De La Raza	Use of Facility	3,000.00	
80882	06/03/13	Plaza De La Raza	Use of Facility	3,000.00	
80883	06/03/13	State of California	Medi Cal	16,094.41	
80884	06/03/13	WASIA	Workers Comp	185.66	
80885	06/03/13	State of California	State Pre School	571.00	
80886	06/04/13	WASIA	Workers Comp	513.84	
80887	06/04/13	Contreras, Margaret	Insurance Premium	348.72	
80888	06/04/13	Diaz, Christopher	Insurance Premium	287.11	
80889	06/04/13	Coyne, Ann	Insurance Premium	952.08	
80890	06/04/13	Perea, Rachel	Insurance Premium	697.44	
80891	06/04/13	Patrich, Paul	Insurance Premium	746.93	
80892	06/04/13	Navarro, Phillip	Insurance Premium	570.00	
80893	06/04/13	Sandoval, Anthony	Insurance Premium	746.93	
80894	06/04/13	Veale, Harrison	Insurance Premium	372.53	
80895	06/04/13	Parsons, Joette	Insurance Premium	556.81	
80896	06/04/13	Rio Vista PTO	Transportation	681.23	
80897	06/04/13	Rio Vista PTO	Transportation	729.76	
80898	06/04/13	El Rancho High ASB	Transportation	3,800.00	
80899	06/04/13	El Rancho High ASB	Payroll	101.89	
80900	06/04/13	WASIA	Workers Comp	1,437.84	
80901	06/04/13	Gomez, Maria	Insurance Premium	372.53	
80902	06/05/13	Lugo, Josie	Insurance Premium	348.72	
80903	06/06/13	Jimenez, William	Insurance Premium	697.44	
80904	06/06/13	Hampton, Kathleen	Insurance Premium	720.67	
80905	06/06/13	Gonzales, John	Insurance Premium	63.15	
80906	06/06/13	Jimenez Pacheco, Rebecca	Insurance Premium	680.82	
80907	06/07/13	American Fidelity	TSA Refund	7.44	
80908	06/07/13	American Fidelity	TSA Refund	95.28	
80909	06/07/13	American Fidelity	TSA Refund	71.88	
80910	06/07/13	American Fidelity	TSA Refund	40.66	
80911	06/07/13	American Fidelity	TSA Refund	44.16	
80912	06/07/13	American Fidelity	TSA Refund	62.21	
80913	06/07/13	American Fidelity	TSA Refund	36.86	
80914	06/07/13	American Fidelity	TSA Refund	36.86	
80915	06/07/13	Calvary Pico Rivera	Use of Facility	5,450.00	
80916	06/07/13	North Park ASB	Transportation	564.00	
80917	06/07/13	Tri Cities ROP	Use of Facility	4,000.00	
80918	06/07/13	Campos, Lilliana	Payroll Cash Collection	40.00	
80919	06/07/13	Martinez, Jose	Insurance Premium	129.75	
80920	06/10/13	Rivera Elementary	Donation/Fundraiser	234.00	
80921	06/10/13	Rivera Elementary	Donation/Fundraiser	125.41	
80922	06/10/13	Rivera Elementary	Donation/Fundraiser	557.00	
80923	06/10/13	Edison	Donation/Fundraiser	185.01	
80924	06/10/13	SCO, LLC	Donation/Fundraiser	487.45	
80925	06/10/13	Rivera Elementary	Donation/Fundraiser	277.00	
80926	06/10/13	Rivera Elementary	Donation/Fundraiser	5,518.00	
80927	06/11/13	Rivera Elementary	Transportation	501.18	
80928	06/11/13	Dominguez, Marlene	Lost Text Books	11.84	
80929	06/11/13	Rivera Middle ASB	Transportation	458.52	
80930	06/11/13	CSULB	Master Teacher	800.00	
80931	06/11/13	State of California	State Pre School	11,324.00	
80932	06/11/13	Mid Cities Hope	Use of Facility	988.00	
80933	06/11/13	State of California	Medi Cal	6,204.34	
80934	06/11/13	Spirit & Pride	Donation/Fundraiser	7.00	
80935	06/11/13	LifeTouch	Donation/Fundraiser	433.00	
80936	06/11/13	Rio Vista	Donation/Fundraiser	657.22	
80937	06/11/13	Edison	Donation/Fundraiser	21.00	
80938	06/11/13	Northern Trust	Donation/Fundraiser	350.00	
80939	06/11/13	County of Los Angeles	Transportation	124.73	
80940	06/11/13	Chavez, Maria	Insurance Premium	372.50	

EL RANCHO UNIFIED SCHOOL DISTRICT
BUSINESS DIVISION

Submitted By
Sr. Bookkeeper
Item 12.4 A

MISCELLANEOUS CASH COLLECTIONS
June 2013

RCPT#	RECEIPT DATE	FROM	FOR	CHECK AMT.	TOTAL
80941	06/11/13	Hall, Marcia	Insurance Premium	372.53	
80942	06/11/13	Davila, Armida	Insurance Premium	348.72	
80943	06/11/13	Vasquez, Sandra	Insurance Premium	348.72	
80944	06/12/13	ERFT	Salary & Benefits	9,295.93	
80945	06/12/13	Reed, Laura	Insurance Premium	520.65	
80946	06/12/13	Bablot, Teresa	Insurance Premium	348.72	
80947	06/13/13	Diaz, Christopher	Insurance Premium	287.11	
80948	06/13/13	Diaz, Christopher	Insurance Premium	25.00	
80949	06/13/13	Corral, Nestor	Developer Fees	4,087.02	
80950	06/13/13	Shopfner, Joy	Insurance Premium	63.15	
80951	06/13/13	Turner, Robert	Insurance Premium	129.75	
80952	06/13/13	Leos, Raul	Insurance Premium	556.81	
80953	06/13/13	Vazquez, Irene	Insurance Premium	129.75	
80954	06/13/13	Los Nietos SD	Special Ed Billing	1,500.00	
80955	06/13/13	WASIA	Workers Comp	185.66	
80956	06/13/13	WASIA	Workers Comp	1,027.03	
80888	06/04/13	Diaz, Christopher	Insurance Premium	-287.11	
80926	06/10/13	Rivera, Adam	Donation/Fundraiser	-25.00	
80926	06/10/13	Rivera, Adam	Donation/Fundraiser	-25.00	
80926	06/19/13	Rivera Elementary	NSF Fee	-50.00	
80957	06/14/13	Gonzalez, Irma	Developer Fees	1,520.14	
80958	06/14/13	South Ranchito PTA	Transportation	665.62	
80959	06/17/13	Whittier College	Transportation	164.95	
80960	06/17/13	Weger, Brigitta	Insurance Premium	745.06	
80961	06/17/13	Stella, Carol	Insurance Premium	287.11	
80962	06/17/13	National University	Master Teacher	300.00	
80963	06/19/13	State of California	Safe Schools	9,101.67	
80964	06/19/13	State of California	Medi Cal	1,733.71	
80965	06/19/13	Credit Union of Southern California	Rejected Direct Deposit	25.00	
80966	06/20/13	LifeTouch	Donation/Fundraiser	101.55	
80967	06/20/13	Wells Fargo	Donation/Fundraiser	69.24	
80968	06/20/13	American Fidelity	TSA Refund	36.86	
80969	06/20/13	American Fidelity	TSA Refund	31.76	
80970	06/20/13	Texas Life	TSA Refund	10.50	
80971	06/20/13	Rio Vista PTO	Transportation	1,001.73	
80972	06/20/13	LifeTouch	Donation/Fundraiser	452.00	
80973	06/20/13	VOID	VOID	0.00	
80974	06/20/13	North Park ASB	Transportation	858.24	
80975	06/20/13	North Park ASB	Transportation	758.36	
80976	06/20/13	El Rancho High ASB	Payroll	2,394.34	
80977	06/24/13	Fuentes, Esperanza	Insurance Premium	129.75	
80978	06/24/13	Rio Hondo Consortium	Transportation	51.21	
80979	06/24/13	Gomez, Maria	Insurance Premium	372.53	
80980	06/25/13	LACOE	Use of Facility	1,274.44	
80981	06/25/13	North Ranchito PTO	Transportation	875.00	
80982	06/25/13	Rivera Elementary PTO	Transportation	1,105.67	
80983	06/26/13	Clabum, Beuford	Developer Fees	5,899.09	129,510.46

Item 12.4 B

ISSUE:

Approve amendment of Resolution No. 12-2012/2013 Certification of Signatures (Board Item No. 14.4 D, approved December 13, 2012).

ANALYSIS:

The signatures of members of the Board and personnel authorized to sign warrants and checks, orders for salary payment, notices of employment and contracts were approved for the period of December 14, 2012 to December 14, 2013 and filed with the County Superintendent of Schools in accordance with Education Code Sections 42632-33 and 44843.

Amend Resolution No. 12-2012/2013 certification of signatures to include the signature of the new superintendent whose appointment was effective July 1, 2013 and the signature of the new Chief Business Officer whose appointment was effective June 17, 2013. The County has advised the district that an amendment to the certification of signatures, Column 2, be board approved as soon as possible and submitted to the County.

RECOMMENDATION:

Approve amendment of Resolution No. 12-2012/2013 Certification of Signatures (Board Item No. 14.4 D, approved December 13, 2012), to include and authorize the signatures of the Superintendent and the Chief Business Officer on warrants, cafeteria account, revolving cash checks, orders for salary payment, notices of employment and contracts.

Submitted by: Leticia Covarrubias, Chief Business Officer

July 11, 2013

El Rancho Unified School District

Item 12.4 B

DISTRICT

Resolution No. 12-2012/2013 AMENDMENT
CERTIFICATION OF SIGNATURES

As clerk/secretary to the governing board of the above named district, I certify that the signatures shown below in Column 1 are the verified signatures of the members of the governing board. I certify that the signatures shown in Column 2 are the verified signatures of the person or persons authorized to sign notices of employment, contracts and orders drawn on the funds of the district. These certifications are made in accordance with the provisions of Education Code Sections:

K-12 Districts: 35143, 42632, and 42633

Community College Districts: 72000, 85232, and 85233

If persons authorized to sign orders as shown in Column 2 are unable to do so, the law requires the signatures of the majority of the governing board.

These approved signatures are valid for the period of: December 14, 2012 to December 14, 2013

In accordance with governing board approval dated December 13, 2012.

Signature _____
Clerk (Secretary) of the Board

NOTE: Please TYPE name under signature.

Column 1

Signatures of Members of the Governing Board

SIGNATURE
TYPED NAME
President of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Clerk/Secretary of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Member of the Board of Trustees/Education

Column 2

Signatures of Personnel and/or Members of Governing Board authorized to sign Orders for Salary or Commercial Payments, Notices of Employment, and Contracts:

SIGNATURE
TYPED NAME
Martin Galindo
TITLE Superintendent
SIGNATURE
TYPED NAME
Roxane Fuentes
TITLE Assistant Superintendent of Education
SIGNATURE
TYPED NAME
Mark Matthews
TITLE Director of Human Resources
SIGNATURE
TYPED NAME
Leticia Covarrubias
TITLE Chief Business Officer
SIGNATURE
TYPED NAME
Laura Castillo
TITLE Director of Fiscal Services
SIGNATURE
TYPED NAME
Jeff Fitchett
TITLE Director of Purchasing and Warehousing
SIGNATURE
TYPED NAME
TITLE

If the Board has given special instructions for signing warrants or orders, please attach a copy of the resolution to this form.

Number of Signatures required:

ORDERS FOR SALARY PAYMENTS	ORDERS FOR COMMERCIAL PAYMENTS
1	1
NOTICES OF EMPLOYMENT	CONTRACTS
1	1

Item 12.4 C

ISSUE:

Approve agreement with Vavrinek, Trine, Day & Co., LLP (VTD), Certified Public Accountants (Auditors).

ANALYSIS:

By law all school districts are required to file, with the Los Angeles County Office of Education, their fiscal year audit contracts. The audit firm of Vavrinek, Trine, Day & Co., LLP has submitted a proposal for auditing services for the 2013-2014, 2014-2015, and 2015-2016 fiscal years. We have found them to be one of the most thorough auditing firms in the State. All financial audit reports for the El Rancho Unified School District have been approved by the State as meeting all of the requirements. In order to protect the District funds, we should have the best and most thorough audit available; Vavrinek, Trine, Day & Co., LLP provides these services. Audit fees shall not exceed \$47,000 for 2013-2014, \$47,500 for 2014-15 and \$48,000 for 2015-2016. Agreement shall be effective July 12, 2013 through June 30, 2016. Total cost is payable from General Funds.

RECOMMENDATION:

Approve agreement between the El Rancho Unified School District and Vavrinek, Trine, Day & Co., LLP (VTD), to provide auditing services for the 2013-2014, 2014-2015 and 2015-2016 fiscal years. Total cost shall not exceed \$47,000 for year one, \$47,500 for year two and \$48,000 for year three, payable from General Funds.

Submitted by: Laura Castillo, Director of Fiscal Services
Leticia Covarrubias, Chief Business Officer

June 13, 2013

CONTRACT FOR AUDITING**Item 12.4 C**

This agreement made and entered into this 11th day of July 2013, between the Governing Board of the El Rancho Unified School District, of Los Angeles County, State of California, hereafter referred to as "District" and VAVRINEK, TRINE, DAY & CO., LLP, Certified Public Accountants, hereafter referred to as "Auditors".

We understand the services we are to provide the District for the years ended June 30, 2014, 2015 and 2016. We will audit the financial statements of the District, as of and for the year beginning July 1, 2013 and ending June 30, 2016. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A) to accompany the District's basic financial statements. As part of our engagement, we will apply certain limited procedures to District's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedules
3. Schedule of Funding Progress for OPEB (if applicable)

Supplementary information other than RSI, also accompanies District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements:

1. Schedule of Expenditures of Federal Awards.
2. Schedules required by current *Standards and Procedures for Audits of California K-12 Local Educational Agencies*, issued by the Education Audit Appeals Panel.

The following additional information accompanying the basic financial statements will be subjected to the auditing procedures applied in our audit of the financial statements:

1. Combining Statements - Non-Major Governmental Funds

AUDIT OBJECTIVES

Item 12.4 C

The objective of our audit is the expression of an opinion as to whether your basic financial statements are fairly presented, in all material respects, in conformity with United States generally accepted accounting principles and to report on the fairness of the additional information referred to above when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the governing board, management, specific legislative or regulatory bodies, Federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with United States generally accepted auditing standards; the standards outlined in the *Standards and Procedures for Audits of California K-12 Local Educational Agencies* the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinion on the financial statements or the Single Audit compliance opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

MANAGEMENT RESPONSIBILITIES**Item 12.4 C**

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for monitoring ongoing activities, to help ensure that appropriate goals and objectives are met. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities (if applicable), the aggregate discretely presented component units (if applicable), each major fund, and the aggregate remaining fund information of the District and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for Federal award program compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of Federal awards, and related notes and for accepting full responsibility for such decisions. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of Federal awards, and related notes. Management is also responsible for preparation of the schedule of expenditures of Federal awards in accordance with the requirements of OMB Circular A-133. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and the schedule of expenditures of Federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of Federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate a qualified management-level individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them to be responsible and accountable for overseeing our services.

Management is responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities also include, identifying significant vendor relationships in which the vendor has the responsibility for program compliance and for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving **Item 12.4.C** (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review during the interim phase of our audit.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, and the timing and format related thereto.

AUDIT PROCEDURES - INTERNAL CONTROLS

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major Federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards, *Government Auditing Standards*, and OMB Circular A-133.

AUDIT PROCEDURES - COMPLIANCE

Item 12.4 C

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the OMB Circular A-133 Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. The purpose of those procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

AUDIT ADMINISTRATION AND ACCESS TO WORKPAPERS

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide the appropriate number of copies of our reports to the District; however, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of Federal awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the designated Federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. At the conclusion of the engagement, we will assist management in submitting the reporting packages.

The audit documentation for this engagement is the property of the auditors and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the appropriate Cognizant or Oversight Agency for Audit or its designee, a Federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of the auditor. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested. If we are aware that a Federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Shilo Gorospe is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

AUDIT FEES

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The fee listed below is based on anticipated cooperation from your personnel, the assumption that unexpected circumstances will not be encountered during the audit, no significant changes in reporting format and/or audit requirements or significant changes in the operations of the District.

If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

The maximum annual fee for auditing services under the terms of this contract shall not exceed \$47,000 for the year ending June 30, 2014, \$47,500 for 2015, and \$48,000 for 2016 for personal services, with the exception that any additional auditing services provided for (1) any changes in District reporting format, i.e., GASB requirements and/or audit requirements, issued by the Education Audit Appeals Panel, Federal Agencies, American Institute of Certified Public Accountants, or Governmental Accounting Standards Board, (2) any changes in the number of funds or accounts maintained by the District during the period under this contract, and (3) any Federal Program and State Special Projects/compliance issues shall be in addition to the above maximum fee for personal services.

The final installment will represent the 10% withheld amount pursuant to Education code 14505 and will be presented for payment upon certification by the Controller that the audit report conforms to the reporting provisions of the Audit Guide. All billings for additional audit fees or services will be billed as these services are provided. In accordance with Education Code Section 14505 (b), the District shall withhold fifty percent (50%) of the audit fee for any subsequent year of multi-year contract if the prior year's audit report was not certified as conforming to reporting provisions of the audit guide. This contract shall be null and void if a firm or individual is declared ineligible pursuant to subdivision (c) of Section 41020.5. The withheld amount shall not be payable unless payment is ordered by the State Board of Accountancy or the audit report for that subsequent year is certified by the controller as conforming to reporting provisions of the audit guide.

In addition, the maximum fee for performing the financial audit and performance procedures for the District's Measures A and EE Bond funds for each year ending June 30, 2014, 2015, and 2016 shall not exceed \$10,500.

COMPENSATION

All personal services performed by the Auditors shall be reimbursed at the following hourly rates:

	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>
Partner/Principal	\$ 195	\$ 197	\$ 199
Manager/Consultant	165	167	169
Supervisor	145	146	147
Senior in Charge	120	121	122
Staff Accountant	95	96	97
Paraprofessional	70	71	72

In addition to such payment for personal services, Auditors shall be reimbursed for such travel as may be necessary. Mileage is computed at the approved Internal Revenue Service rate per mile.

If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation. The costs of any mediation proceedings shall be shared equally by all parties. The District and Auditors both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration will be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF DISPUTE OVER FEES, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

ANNUAL REPORT - FORM AND CONTENT, DELIVERY

The form and content of the annual audit shall be in conformity, to the extent practicable, with such form and content as may be prescribed by the State of California under Section 41020 of the Education Code, including the required compliance audit provisions of Circular A-133, *Audits of State of Local Governments*, issued by the U.S. Office of Management and Budget, as issued pursuant to the Single Audit Act Amendments of 1996.

The audit shall be completed and the audit report shall be delivered in accordance with time requirements as specified in the *Standards and Procedures for Audits of California K-12 Local Educational Agencies*, issued by Educational Audit Appeals Panel, unless delayed by circumstances beyond the control of the Auditors. Fifteen (15) bound copies and electronic (pdf) copy of the audit report shall be rendered to the District, in addition to the copies required to be filed with the applicable governmental units. Copies in excess of the contract amount will be billed at \$15.00 each.

Government Auditing Standards require that we provide you with a copy of our most recent quality control review report. Our peer review report, for the year ended December 2011, accompanies this letter.

We appreciate the opportunity to be of service to El Rancho Unified School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. This contract will continue in effect until cancelled by either party.

WORKERS' COMPENSATION

Item 12.4 C

VAVRINEK, TRINE, DAY & CO., LLP is aware of the provisions of Section 3700 of the Labor Code that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. VAVRINEK, TRINE, DAY & CO., LLP is in compliance with such provisions.

NON LICENSEE OWNERS

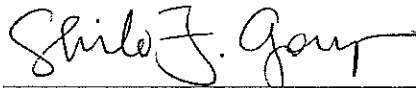
VAVRINEK, TRINE, DAY & CO., LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business and Professions Code. It may be anticipated that the non licensee owners will be performing limited audit services for the agency.

GOVERNING BOARD OF EL RANCHO
UNIFIED SCHOOL DISTRICT

VAVRINEK, TRINE, DAY & CO., LLP

By

By



District (Superintendent)

Auditor

Federal Identification Number: _____

Item 12.4 D

ISSUE:

Approve consultant agreement with Vicenti, Lloyd & Stutzman LLP.

ANALYSIS:

Vicenti, Lloyd, Stutzman LLP are business consultants and CPAs with experience in assisting California school district to manage Associated Student Body programs. Vicenti, Lloyd, Stutzman LLP has designed and will provide a three hour "*Associated Student Body Funds*" staff development workshop developed for El Rancho Unified School District. The workshop will focus on accounting issues, including best practices, audit findings and compliance requirements. For District convenience at an affordable fee, training will be conducted at a District location and scheduled on an agreed upon date and time. Total cost shall not exceed \$2,300.00 payable from General Funds. This training will benefit both current and new personnel at the school sites.

Participants: Middle and High School ASB Advisors and Personnel
Fiscal Services Personnel

RECOMMENDATION:

Approve consultant agreement with Vicenti, Lloyd & Stutzman LLP to provide professional consulting services to conduct an "*Associated Student Body Funds*" staff development workshop for school ASB advisors and district personnel. Total cost not to exceed \$2,300.00 payable from General Funds.

Submitted by: Laura Castillo, Director of Fiscal Services
Leticia Covarrubias, Chief Business Officer

July 11, 2013

AGREEMENT FOR CONSULTANT SERVICES

AGREEMENT

THIS AGREEMENT, made and entered into this July 11th (month/day) of 2013 by and between El Rancho Unified School District, hereinafter called "DISTRICT", and Vicenti, Lloyd & Stutzman LLP, hereinafter called "CONSULTANT."

WHEREAS, CONSULTANT is specifically skilled, trained, experienced, and competent to render the services and advice described in ***SERVICES PROVIDED BY CONSULTANT*** of this agreement and DISTRICT requires these services and advice; and

WHEREAS, DISTRICT is unable to obtain the services and advice described in ***SERVICES PROVIDED BY CONSULTANT*** of this agreement at no cost from public agencies;

NOW, THEREFORE, DISTRICT and CONSULTANT mutually agree as follows:

SERVICES PROVIDED BY CONSULTANT

1. CONSULTANT shall conduct a three hour Associated Student Body workshops at DISTRICT provided facilities using CONSULTANT'S copyrighted publication and staff development program on the subject matter. The workshop will be held on an agreed upon date.
2. CONSULTANT grants permission to DISTRICT to duplicate CONSULTANT'S copyrighted materials only for DISTRICT personnel. The permission granted herein does not extend to vendors and other audit firms.
3. CONSULTANT shall provide DISTRICT with one original camera-ready master document of CONSULTANT'S copyrighted workshop materials one week before the scheduled sessions for DISTRICT to duplicate.
4. CONSULTANT shall not perform management functions or make management decisions while performing the services under this agreement.
5. CONSULTANT shall perform said services in his or her own way and as an independent contractor in the pursuit of his or her independent calling and not as an employee of DISTRICT; and he or she shall be under the control of DISTRICT as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

Item 12.4 D**AGREEMENT FOR CONSULTANT SERVICES**

SERVICES PROVIDED BY DISTRICT

1. DISTRICT shall be responsible for the review and approval of the materials prepared by CONSULTANT under this agreement.
2. DISTRICT shall prepare and furnish to CONSULTANT upon his or her request such information as is reasonably necessary to the performance of CONSULTANT'S work under this agreement.
3. DISTRICT shall be responsible for duplication of all required workshop manuals, the registration process, workshop facilities, and workshop food items, including associated costs.

STAFFING

Taylor Ulrich, CPA, Manager, will be in charge of the engagement and conduct the workshop.

CONSULTANT'S FEE AND PAYMENT THEREOF

1. The DISTRICT shall pay the CONSULTANT an amount not to exceed \$2,300.
2. DISTRICT will not withhold federal or state income tax deductions from payments made to CONSULTANT under this agreement.
3. CONSULTANT will bill DISTRICT within sixty days after completion of the workshop.

DURATION OF AGREEMENT

The term of this agreement shall be from June 10, 2013 through and including the scheduled workshop date.

FAILURE TO PROVIDE SATISFACTORY SERVICE, ABANDONMENT OF PROJECT, CANCELLATION OF AGREEMENT

1. If, at any time during the performance of this agreement, DISTRICT determines, at DISTRICT's sole discretion, that CONSULTANT'S services are or have become unsatisfactory, or if at any time during the performance of this agreement DISTRICT determines, at his sole discretion, to suspend indefinitely or abandon the work under this agreement, DISTRICT shall have the right to cancel this agreement and terminate the performance of CONSULTANT'S services hereunder. In the event of such cancellation, DISTRICT shall give written notice to CONSULTANT of its intention to cancel seven (7) days in advance of the effective date of the cancellation.
2. If the cancellation is for unsatisfactory performance, DISTRICT shall be obligated to pay CONSULTANT only for those services deemed by DISTRICT to be satisfactory as of the effective date of the cancellation or termination. If the cancellation is the result of DISTRICT's decision to suspend indefinitely or abandon the work under this agreement, DISTRICT shall be obligated to pay CONSULTANT for those services performed by CONSULTANT through the effective date of cancellation or termination.

AGREEMENT FOR CONSULTANT SERVICES

SUCCESSORS AND ASSIGNS

This agreement shall not be assignable except without the written consent of the parties hereto.

SPECIAL PROVISIONS

1. CONSULTANT shall comply with all federal, state, and local laws and ordinances applicable to such work. CONSULTANT shall provide workers' compensation insurance or self-insure his or her services.
2. This agreement may be amended by the mutual written consent of the parties hereto.
3. DISTRICT and CONSULTANT mutually agree that any written material or any copyrightable work of any nature created by CONSULTANT pursuant to this agreement shall be considered a "work made for hire" and DISTRICT the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that DISTRICT shall own all of the rights comprised in the copyright of said written material or copyrightable work.

HOLD HARMLESS

1. CONSULTANT hereby agrees to save and hold harmless DISTRICT and its departments, agencies, officers, or employees from all sums which DISTRICT or any of its departments, agencies, officers, or employees may be obligated to pay by reason of any liability imposed upon them for damages arising out of the performance of the services rendered by CONSULTANT and caused by any error, omission, or act of CONSULTANT or any person employed by him or her or of any others for whose acts CONSULTANT is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.
2. DISTRICT hereby agrees to defend and hold CONSULTANT harmless from all sums or charges which CONSULTANT may be obligated to in any action which arises from the scope of employment of any current or past DISTRICT employee. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.

INDEPENDENT CONTRACTOR

WHILE ENGAGED in carrying out and complying with the terms and conditions of this agreement, the Consultants are independent contractors, and not officers, employees, or agents of the District.

Item 12.4 D

AGREEMENT FOR CONSULTANT SERVICES

SOLICITATION OF VLS EMPLOYEES

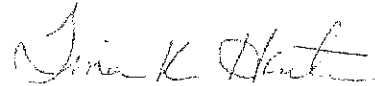
During the term of this Agreement and for twelve months following its termination, the DISTRICT shall not employ, solicit, or make any offers to employ any Vicenti, Lloyd & Stutzman LLP employees or partners used by Vicenti, Lloyd & Stutzman LLP in the performance under this agreement, without the prior written consent of Vicenti, Lloyd & Stutzman LLP. Vicenti, Lloyd & Stutzman LLP shall be entitled, in addition to any other remedies it may have at law or in equity, to a payment from the DISTRICT in an amount equal to one year's salary of any partner or employee the DISTRICT employs, solicits, or offers to employ in violation of this paragraph. DISTRICT hereby agrees to defend and hold CONSULTANT harmless from all sums or charges which CONSULTANT may be obligated to in any action which arises from the scope of employment of any current or past DISTRICT employee. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

El Rancho Unified School District

VICENTI, LLOYD & STUTZMAN LLP



Approved

Approved

Date

June 10, 2013

Date

Item 12.4 E

ISSUE:

Approve designation of voting representative to the Pupil Transportation Cooperative (PTC).

ANALYSIS:

The District is required to designate a voting representative and an alternate to the Pupil Transportation Cooperative (PTC) Board of Directors. It is recommended that the Chief Business Officer be designated as representative and the Director of Fiscal Services be designated as the alternate representative for the El Rancho Unified School District to the Pupil Transportation Cooperative.

RECOMMENDATION:

Approve to designate the Chief Business Officer as the voting representative and the Director of Fiscal Services as the alternate voting representative for the El Rancho Unified School District to the Pupil Transportation Cooperative.

Submitted by: Leticia Covarrubias, Chief Business Officer

July 11, 2013

Item 12.4 F

ISSUE:

Approve designation of voting representative to the Whittier Area Schools Insurance Authority (WASIA).

ANALYSIS:

The District is required to designate a voting representative and an alternate to the Whittier Area Schools Insurance Authority (WASIA). It is recommended that the Chief Business Officer be designated as representative and the Director of Fiscal Services be designated as the alternate representative for the El Rancho Unified School District to the Whittier Area Schools Insurance Authority.

RECOMMENDATION:

Approve to designate the Chief Business Officer as the voting representative and the Director of Fiscal Services as the alternate voting representative for the El Rancho Unified School District to the Whittier Area Schools Insurance Authority.

Submitted by: Leticia Covarrubias, Chief Business Officer

July 11, 2013

Item 12.4 G

ISSUE:

Approve supplemental contract agreement No. 11-1244-2 (amendment to agreement No. 11-1244 approved August 25, 2011) between El Rancho Unified School District and the City of Pico Rivera.

ANALYSIS:

For several years the El Rancho Unified School District and the City of Pico Rivera have shared the cost of a School Truancy Officer. Truancy services are contracted through the County of Los Angeles Sheriff's Department by the City of Pico Rivera. On August 23, 2011 the District and the City of Pico Rivera entered into an agreement for the City of Pico Rivera to request truancy services provided the District partially reimburse the City one-half the cost for these services. Total contract cost between the City of Pico Rivera and the County of Los Angeles Sheriff's Department to provide truancy services shall not exceed \$133,323.00. Total cost to the District shall not exceed \$64,205.00. Supplemental agreement 11-1244-2, Amendment to agreement 11-1244 approved August 25, 2011 shall be effective September 1, 2013 through June 30, 2014. The City of Pico Rivera will invoice the District monthly.

RECOMMENDATION:

Approve supplemental contract agreement No. 11-1244-2 (amendment to agreement No. 11-1244 approved August 25, 2011) between El Rancho Unified School District and the City of Pico Rivera for reimbursement of Special Event Law Enforcement/Truancy Services cost. Supplemental contract agreement is effective September 1, 2013 through June 30, 2014; total cost to the District shall not exceed \$66,662.00, payable from General Funds.

Submitted by: Leticia Covarrubias, Chief Business Officer

July 11, 2013

SUPPLEMENTAL AGREEMENT NO. 11-1244-2

Item 12.4 G

AMENDMENT TO AGREEMENT NO. 11-1244

THIS SUPPLEMENTAL AGREEMENT is entered into this 11th day of July, 2013, by and between the CITY OF PICO RIVERA, a municipal corporation (hereinafter referred to as the "City") and EL RANCHO UNIFIED SCHOOL DISTRICT, (hereinafter referred to as "District"), and is expressly agreed to be an amendment to Agreement No. 11-1244, entered between the CITY and DISTRICT on August 23, 2011. Agreement No. 11-1244 is included by reference herein and in consideration of the mutual benefits, promises and agreements set forth herein, is modified, altered and changed in the following respects only:

1. Section F of Agreement 11-1244 is hereby amended as follows:

1. City agrees that the total cost incurred by City for special event law enforcement services provided by the County of Los Angeles Sheriff's Department for a Truancy Program pursuant to this agreement, for the period of September 1, 2013 to June 30, 2014 shall not exceed \$133,323.
 2. District shall reimburse City for one-half of the total cost incurred by City for special event law enforcement services provided by the County of Los Angeles Sheriff's Department for a Truancy Program pursuant to this agreement for the period of September 1, 2013 to June 30, 2014.
 3. City shall submit to District copies of all bills or statements from the County of Los Angeles for special event law enforcement services provided pursuant to this agreement. District shall pay City said one-half of the total costs as stated in said bills or statements for said services within thirty (30) days after the bills or statements are mailed by City to District. The term of this agreement shall commence on September 1, 2013 and shall terminate on June 30, 2014.
2. Except as herein amended, all of the terms and conditions of Agreement No. 11-1244 shall remain unchanged.
 3. This Supplemental Agreement shall take effect on September 1, 2013.

IN WITNESS WHEREOF, the Parties have executed this Supplemental Agreement on the date and year first above written.

City of Pico Rivera

El Rancho Unified School District

Gustavo V. Camacho, Mayor

Superintendent

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

Anna M. Jerome, Assistant City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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ISSUE:

Approve license agreement with Spectrum Center, Inc.

ANALYSIS:

Spectrum Center Inc. wishes to enter into a license agreement for the use of one classroom at Meller Elementary School. Spectrum Center Inc. will use the facility for the limited purposes of conducting instruction, administrative, clerical training, evaluation and/or other related activities of Spectrum Center Inc., (the program) in accordance with the attached agreement. The District will receive payments of \$960.00 per month (which includes rent, security, maintenance and utilities) for the use of the facility. All fees collected shall be deposited in the General Fund.

RECOMMENDATION:

Approve license agreement between El Rancho Unified School District and Spectrum Center Inc. for the use of classroom space at Meller Elementary School. License agreement shall be effective July 12, 2013 through June 30, 2015. Monthly license fee is \$960.00.

Submitted by: Division of Student Services
Leticia Covarrubias, Chief Business Officer

July 11, 2013

BOARD OF EDUCATION
Delia Alvidrez
Richard Galichola
Rita Jo Ramirez
Alfred Renteria, Jr.
Joseph Rivera, Ed.D.

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SUPERINTENDENT
Martin Galindo



EL RANCHO UNIFIED SCHOOL DISTRICT

8910 E. Slauson Avenue, Pico Rivera, California 90660

Tel: (562) 942-1500 • Fax: (562) 949-4647

**LICENSE AGREEMENT BETWEEN
EL RANCHO UNIFIED SCHOOL DISTRICT**

AND

SPECTRUM CENTER, INC.

THIS LICENSE AGREEMENT (“License”) is approved and entered into as of this 1st day of July 2013 (“Effective Date”), by and between the **EL RANCHO UNIFIED SCHOOL DISTRICT**, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (the “LICENSOR”) and **SPECTRUM CENTER, INC.**, (the “LICENSEE”).

RECITALS

WHEREAS, LICENSOR is the owner of certain real property located at 9115 Balfour, Pico Rivera, California 90660 commonly known as Meller Campus and as further described in Exhibit "A", attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, LICENSEE desires to use a portion of the Property; and

WHEREAS, LICENSOR is willing to grant to LICENSEE this License for the non-exclusive use of the specific facilities on the Property commonly known Meller Classrooms Nos. 37 or another mutually agreed upon location on the South campus (collectively the “Facilities”) in accordance with the terms and conditions of this License; and

WHEREAS, the parties desire by this License to provide for the terms and conditions for the use of the Facilities.

AGREEMENT

NOW, THEREFORE, the parties hereto for the consideration hereinafter expressed, covenant and agree as follows:

Section 1. Grant of License and Use of Facilities. In consideration of the License Fee, LICENSOR grants a non-exclusive License to LICENSEE to use the Facilities for the limited purposes of conducting instruction, administrative, clerical, training, evaluation and/or other related activities of Spectrum Center Inc., (the “Program”) in accordance with this Agreement. A description of the Program is attached hereto as Exhibit “B.”

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Section 2. License Fee; Deposit.

A. License Fee. LICENSEE shall pay a fee of nine hundred sixty dollars (\$960.00) ("License Fee") for the use of the Facilities per month. The License Fee shall include LICENSEE's share of the costs for security alarm service, grounds maintenance/common area upkeep, custodial services and utilities which shall be provided and/or maintained by the LICENSOR. The cost for the instructional space and office space is attached hereto as Exhibit "A." The first License Fee payment is due upon execution of this Agreement and subsequent payments are due on or before the fifth (5th) day of each month.

B. Deposit. Concurrent with LICENSEE's execution of the License, LICENSEE shall waive ("Security Deposit") deposit with LICENSOR as security for the full and faithful performance of each and every term, covenant and condition of this License.

Section 3. Term. Subject to Section 6 of this License, the term of this License shall initiate on July 12, 2013 and expire on June 30, 2015 ("Term"). The LICENSEE may terminate this License for any or no reason, upon ninety (90) days written notice to the LICENSOR at the addresses set forth herein. Upon the expiration or termination of this License, at any time or upon any grounds provided herein, LICENSEE shall immediately vacate the Facilities, and if requested by the LICENSOR, restore the Facilities to its condition as of the Effective Date, at the sole and exclusive cost of LICENSEE.

Section 4. Conditions to Use.

A. Utilities. LICENSEE shall be responsible for its pro-rata share of utilities that are associated with the operation of the Facilities during the periods when LICENSEE has use of the Facilities. LICENSOR and LICENSEE have evaluated the utility costs associated with LICENSEE's use of the Facilities and agree that LICENSEE's pro-rata share of the utilities per month, including gas, water, electricity and trash disposal, shall be a fixed fee of ninety-six dollars (\$96.00) per month, per classroom. LICENSEE's share of the utilities costs shall be payable to the District on the fifth (5th) day of each month which is already included as part of the total License Fee detailed in Section 2(A) above. The first License Fee payment, inclusive of the LICENSEE's share of the utilities costs, is due upon the execution of this Agreement.

B. Maintenance of Facilities. LICENSEE shall be responsible for and shall pay for any repairs or replacements of any character whatsoever which are occasioned or are made necessary by reason of the negligence or misuse of the Facilities by LICENSEE's employees or invitees. LICENSEE shall notify LICENSOR immediately of any damage caused to the Facilities. In the event that LICENSEE fails to maintain or repair the Facilities, LICENSOR may, at LICENSOR's sole discretion, undertake any maintenance or repair of the Facilities and LICENSEE shall reimburse LICENSOR for the costs of such repairs or maintenance within thirty (30) days of

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invoice by LICENSOR. All repairs and/or renovations completed by the LICENSEE, including but not limited to carpet replacement and repainting, must be approved by the LICENSOR in advance. LICENSEE shall be responsible for the removal and replacement of any work that is performed without the LICENSOR's prior written approval.

C. Custodial Services, Grounds Maintenance and Common Area Upkeep. LICENSEE shall be responsible for paying a pro rata share of the Property's grounds maintenance and common area upkeep as well as the custodial services for the Facilities (collectively the "Grounds/Facilities Maintenance") that is necessary for the operation of the Property and the Facilities under the terms of this License. LICENSOR and LICENSEE have evaluated the Grounds/Facilities Maintenance costs associated with LICENSEE's use of the Property and/or Facilities and agree that LICENSEE's pro-rata share of the Grounds/Facilities Maintenance shall be a fixed fee of forty-eight dollars (\$48) per month. LICENSEE's share of the costs for Grounds/Facilities Maintenance shall be payable to the District on the fifth (5th) day of each month which is already included as part of the total License Fee detailed in Section 2(A) above. The first License Fee payment, inclusive of the LICENSEE's share of the Grounds/Facilities Maintenance costs, is due upon the execution of this Agreement.

D. LICENSEE shall be responsible for paying a pro rata share of the Property's security alarm service that is necessary for the operation of the Facilities under the terms of this License. LICENSOR and LICENSEE have evaluated the security alarm service costs associated with LICENSEE's use of the Facilities and agree that LICENSOR shall assume the pro-rata share of the security alarm service and waive the fixed fee.

E. Reserved.

F. Prohibition Against the Use of Hazardous Substances. Under no circumstances during the term of this License shall LICENSEE use or cause to be used in the Facilities any hazardous or toxic substances or materials, and under no circumstance during the term of this License shall LICENSEE store or dispose of any such substances or materials in the Facilities.

G. Non-Interference with District Activities. This License shall not grant LICENSEE the right to interfere with any District activities of LICENSOR.

H. Conduct of LICENSEE, Employees and Invitees. LICENSEE shall insure that all employees, invitees, and all others in attendance will adhere to proper standards of public conduct. There is to be no consumption of intoxicating liquors or other controlled substances, smoking, gambling, quarreling, fighting, use of profane language, or indecent exposure on or near the Facilities.

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I. Insurance.

(i) Public Liability and Property Damage. LICENSEE agrees to maintain in full force and effect throughout the duration of the License a suitable policy or policies of public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with LICENSEE's use of the Facilities under this License. Such insurance shall be in amounts not less than \$1,000,000 per occurrence; \$3,000,000 for general aggregate and \$1,000,000 for property damage. The policy shall include or be endorsed to include abuse and molestation coverage.

(ii) Automobile Liability. LICENSEE also agrees to maintain in full force and effect with regard to any LICENSEE owned vehicles which LICENSEE brings onto the Property a suitable policy or policies of automobile liability insurance with a combined single limit of \$1,000,000 per accident throughout the duration of the License.

(iii) Workers' Compensation. LICENSEE shall also maintain, in full force and effect throughout the term of this License, Workers' Compensation insurance in accordance with the laws of California, and employers' liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence.

(iv) Notice; Additional Named Insureds. All insurance required under this Agreement shall be issued as a primary policy and any insurance carried by the LICENSOR is excess and non-contributory with such primary insurance and shall state that not less than thirty (30) days' written notice shall be given to LICENSOR prior to cancellation or change in coverage, scope or amount of any policy. LICENSOR, its directors, officers, agents, employees and consultants, shall be designated as additional named insureds.

(v) Insurance Endorsements. Concurrent with the execution of the License and prior to any use by LICENSEE of the Facilities, LICENSEE shall provide LICENSOR with endorsement(s) verifying such insurance according to the terms described in Sections I (i) through (iv) above.

J. Indemnification. LICENSEE shall be responsible for, and LICENSOR shall not be answerable or accountable in any manner for any loss or expense by reason of any damage or injury to person or property, or both, arising out of the acts of LICENSEE, its agents, officers, employees, guests or invitees, or resulting from LICENSEE's activities at the Facilities or from any cause whatsoever arising out of or in connection with this License or any other use or operations at the Facilities. LICENSEE shall indemnify and defend LICENSOR, its directors, officers, agents, employees, and invitees against and will hold and save them and each of them harmless from any and all actions, claims, liens, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization arising out of or in connection with LICENSEE's activities at the Facilities, this License, and any other use

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of and operations at the Facilities pursuant to this Agreement, whether or not there is concurrent passive negligence on the part of LICENSOR, its agents, employees or officers, but excluding such actions, claims, damages to persons or property, penalties, obligations or liabilities arising from the sole or active negligence or willful misconduct of LICENSOR, and in connection therewith:

(i) Actions Filed. LICENSEE shall defend any action or actions filed in connection with any of said claims, liens, damages, penalties, obligations or liabilities, and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.

(ii) Judgments Rendered. LICENSEE shall promptly pay any judgment rendered against LICENSEE or LICENSOR covering such claims, liens, damages, penalties, obligations and liabilities arising out of or in connection with such use of and operations at the Facilities referred to herein and agrees to save and hold LICENSOR harmless there from.

(iii) Costs and Expenses; Attorneys' Fees. In the event LICENSOR is made a party to any action or proceeding filed or prosecuted against LICENSEE for such damages or other claims arising out of the use of and operations at the Facilities referred to herein, LICENSEE agrees to pay LICENSOR any and all costs and expenses incurred by them in such action or proceeding together with reasonable attorneys' and expert witness fees.

LICENSEE further agrees to indemnify, defend and hold harmless LICENSOR, its directors, officers and employees and each of them from any claim or cause of action arising out of or related to the legality or legal interpretation of this Agreement, including without limitation, LICENSOR's authority to enter into this Agreement and/or authority to grant LICENSEE this License.

LICENSEE further agrees to indemnify, defend and hold harmless LICENSOR, its directors, officers and employees and each of them from any claim or cause of action arising out of or related to liability resulting from violation of any applicable Federal, State or local statute, ordinance, order, requirement, law or regulation that may adversely affect the Facilities, including, without limitation, any applicable labor laws and/or regulations.

LICENSEE further agrees to indemnify, defend and hold harmless LICENSOR, its directors, officers and employees and each of them from any claim or cause of action arising out of or related to any personal property of the LICENSEE stored in the Facilities.

The provisions of this Section 4(I) shall survive the termination or expiration of this License.

K. Scheduling. LICENSEE will have access to the Facilities between 6:00 a.m. and 10:00 p.m. Monday through Saturday for the approved Classroom (collectively the "Licensed Hours"). LICENSEE shall provide LICENSOR with a

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schedule of activities that will be taking place at the Facilities during the Licensed Hours. LICENSEE may request use of the Facilities at other times outside of the Licensed Hours by submitting a written request to the LICENSOR at least seven (7) calendar days in advance of the proposed use. LICENSOR may allow or deny such request at its sole discretion. LICENSOR shall be permitted to enter the Facilities at reasonable times during the Licensed Hours for purposes of routine inspections, Grounds Maintenance, custodial services or to make any necessary repairs, alterations or additions to the Facilities or Property. LICENSOR shall provide the LICENSEE with reasonable notice when LICENSOR intends to enter the Facilities during the Licensed Hours. LICENSOR may enter the Facilities for any reason and at any time during non-Licensed Hours.

L. Locks - Keying and Access Authorization: The lock style, types of gates, and key/code authorization to be utilized at the Property and Facilities will be coordinated in such a manner as to allow dual access while maintaining the safety and security of property and persons. District shall retain sole discretion and authority to determine lock style, types of gates, and key/code authorization at the Property and Facilities. The LICENSOR shall provide the LICENSEE with One (1) copy of each key necessary to access the Property and Facilities. LICENSOR may require that LICENSEE return keys at any time.

M. Parking. The LICENSEE shall be entitled to use the parking areas on the Property during Licensed Hours.

N. Program Costs/Supplies/Equipment. All Program costs, supplies and/or equipment shall be the sole cost and responsibility of the LICENSEE. Supplies and/or equipment shall remain the sole responsibility of the LICENSEE and must be removed at no cost to LICENSOR upon termination of this License.

O. Supervision and Safety. LICENSEE shall be responsible for supervising/staffing its Program. LICENSEE shall designate one or more representatives at the Facilities, who shall be persons of authority in LICENSEE's operational structure, and shall ensure that at least one such representative is present and available at the Facilities during all hours of Program operations. LICENSEE shall provide the LICENSOR with 24-hour contact information for each such representative.

P. Alterations/Improvements. LICENSEE shall have no right to make any changes, alterations or improvements to the Property or Facilities provided under to this License, unless LICENSOR provides written permission to make such changes, alterations or improvements, which permission may be granted and conditioned in the sole discretion of the LICENSOR.

Section 5. Compliance With Law. LICENSEE shall comply with all laws, ordinances, rules, and regulations applicable to the Facilities, enacted or promulgated by any public or governmental authority or agency, including without limitation LICENSOR, having jurisdiction over the Facilities. LICENSEE shall comply with all laws, ordinances, rules, and regulations applicable to the Program, enacted or promulgated by any public or governmental authority or agency, including but not

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limited to, Americans with Disabilities Act of 1990, Child Day Care General Licensing Requirements and Title 5 of the Education Code. LICENSEE shall be responsible for obtaining and maintaining throughout the Term of the License all permits, licenses, approvals from any local, state or federal agency for the use of the Property and Facilities and operation of the Program. LICENSEE shall comply with requirements of state law regarding fingerprinting and background checks as set forth in Education Code section 45125.2 or other applicable Sections, and provide LICENSOR with copies of any documentation associated therewith. All compliance shall be at the sole cost of the LICENSEE.

Section 6. Revocation/Termination. Notwithstanding anything to the contrary in this License, whether express or implied, during the Term, this License shall be revocable by LICENSOR at any time upon seven (7) calendar days written notice to LICENSEE, in the event LICENSOR decides, in its sole discretion, that either (1) LICENSOR requires the exclusive use of the Facilities; (2) LICENSEE's use of the Facilities is inconsistent with LICENSOR's use of the Property; or (3) LICENSEE's use of the Facilities is in violation of any provision of this License.

Section 7. Legal Interpretation of Instrument. The parties expressly understand and agree that this License constitutes a non-exclusive license for use of the Facilities. This License is not intended by the parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. Should either party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other party's failure or refusal to perform or fulfill any of the covenants or conditions of this License on its part to be performed or fulfilled, the parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings. This License shall be governed by the laws of the State of California.

Section 8. Attorneys' Fees. If any legal action is necessary to enforce any of the terms or conditions of this License, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which it may be entitled.

Section 9. Entire Agreement; Amendment. This License constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. This License may not be changed except in writing executed by both parties.

Section 10. Notices. Any notice, request, information or other document to be given hereunder to any of the parties by any other parties shall be in writing and shall be deemed given and served upon delivery, if delivered personally, or three (3) days after mailing by United States mail as follows:

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If to LICENSEE: SPECTRUM CENTER, INC.
Attention: John Booth
1321 Murfreesboro Pike, Suite 702
Nashville, TN 37217

If to LICENSOR: EL RANCHO UNIFIED SCHOOL DISTRICT
Attention: Leticia Covarrubias, CBO
8910 Slauson Avenue
Pico Rivera, CA 90660

With a Copy to: Atkinson, Andelson, Loya, Ruud & Romo
Attention: Jesus R. Gonzales, Jr., Esq.
12800 Center Court Drive, Suite 300
Cerritos, CA 90703

Any party may change the address or persons to which notices are to be sent to it by giving the written notice that such change of address or persons to the other parties in the manner provided for giving notice.

Section 11. Official Representatives. The official representative for LICENSOR shall be the Chief Business Officer or his/her designee. The official representative for LICENSEE shall be the Chief Operating Officer or his/her designee.

Section 12. Employees/Independent Contractors. For purposes of this License, all persons employed by LICENSEE in the performance of services and functions with respect to this License shall be deemed employees of LICENSEE and no LICENSEE employee shall be considered an employee of the LICENSOR or under the jurisdiction of LICENSOR, nor shall such LICENSEE employees have any LICENSOR pension, civil service, or other status while an employee of the LICENSEE.

LICENSEE shall have no authority to contract on behalf of LICENSOR. It is expressly understood and agreed by both parties hereto that LICENSEE, while engaged in carrying out and complying with any terms of this License, is not acting as an agent, officer, or employee of LICENSOR.

Section 13. Assignment. LICENSEE shall not assign this License.

Section 14. Nondiscrimination. In utilizing the License, LICENSEE shall not discriminate against any person on account of race, color, religion, sex, marital status, national origin, or ancestry.

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Section 15. As-Is Condition. The Facilities are licensed in as-is condition and LICENSOR makes no representation or warranty of any kind regarding the character of the Facilities.

Section 16. Exhibits. The following appendix which is attached hereto is incorporated herein and made a part of this License:

- Exhibit A: Location and Description of Property and Facilities
- Exhibit B: Description of Program

Section 17. Recitals. The Recitals are incorporated into this License as though fully set forth herein.

IN WITNESS WHEREOF, the parties have entered into this License as of the Effective Date.

LICENSOR: EL RANCHO UNIFIED SCHOOL DISTRICT

By: _____ Dated: _____
 Martin Galindo
 Superintendent

LICENSEE: SPECTRUM CENTER, INC.

By: _____ Dated: _____
 Bryan Skelton
 Executive Vice President & CFO

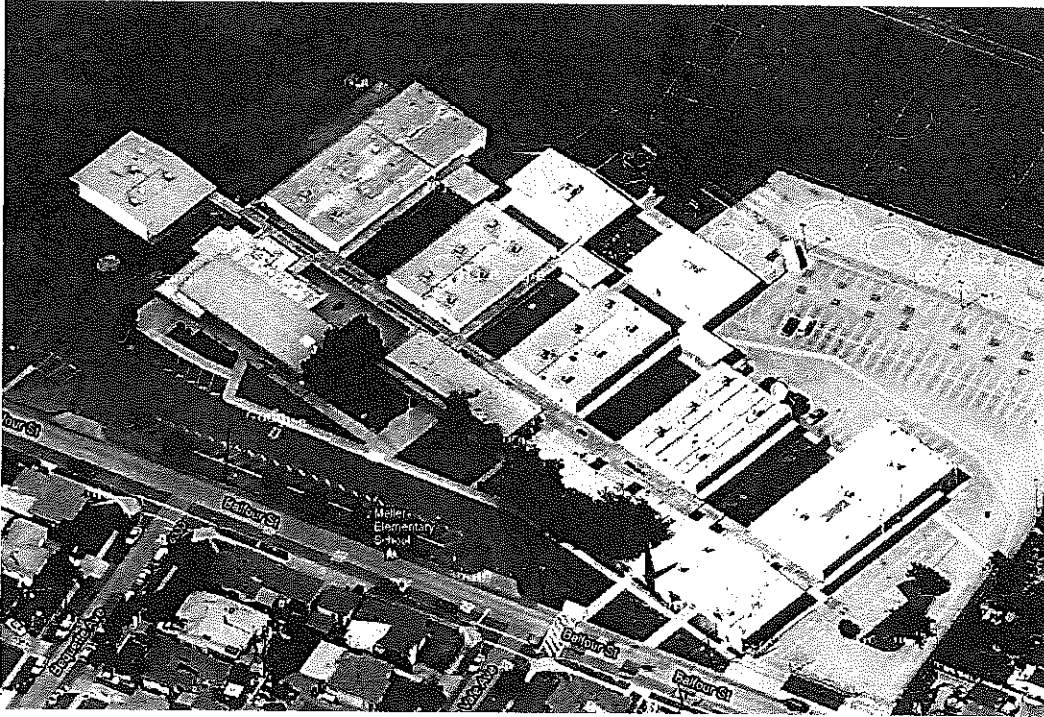
Board Approved/Ratified: _____
 El Rancho Unified School District Governing Board

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Exhibit "A"

Description of Property and Facilities

Meller Campus
 9115 Balfour, Pico Rivera, California 90660



Facility Use	Size	ERUSD Rate	Fair Rental Value	Spectrum Discount	Agreed License Fee	Monthly Rate
Classroom(s)	960 sf.	\$1.15 sf.	80¢ to \$1.28 sf./month	(30¢) sf.	85¢ sf.	\$816 x 1
Utilities for Classroom(s)	960 sf.	15¢ sf.	15¢ sf.	(5¢) sf.	10¢ sf.	\$96 x 1
Custodial Maintenance		\$25 hourly \$200 per day 20 min. per class		(\$17.80) hourly (\$142.40) per day	\$7.20 hourly \$57.60 per day 20 min. per class	\$2.40 x 20 days
<i>Calculated Monthly Licensee Fee</i>						<i>\$960.00</i>

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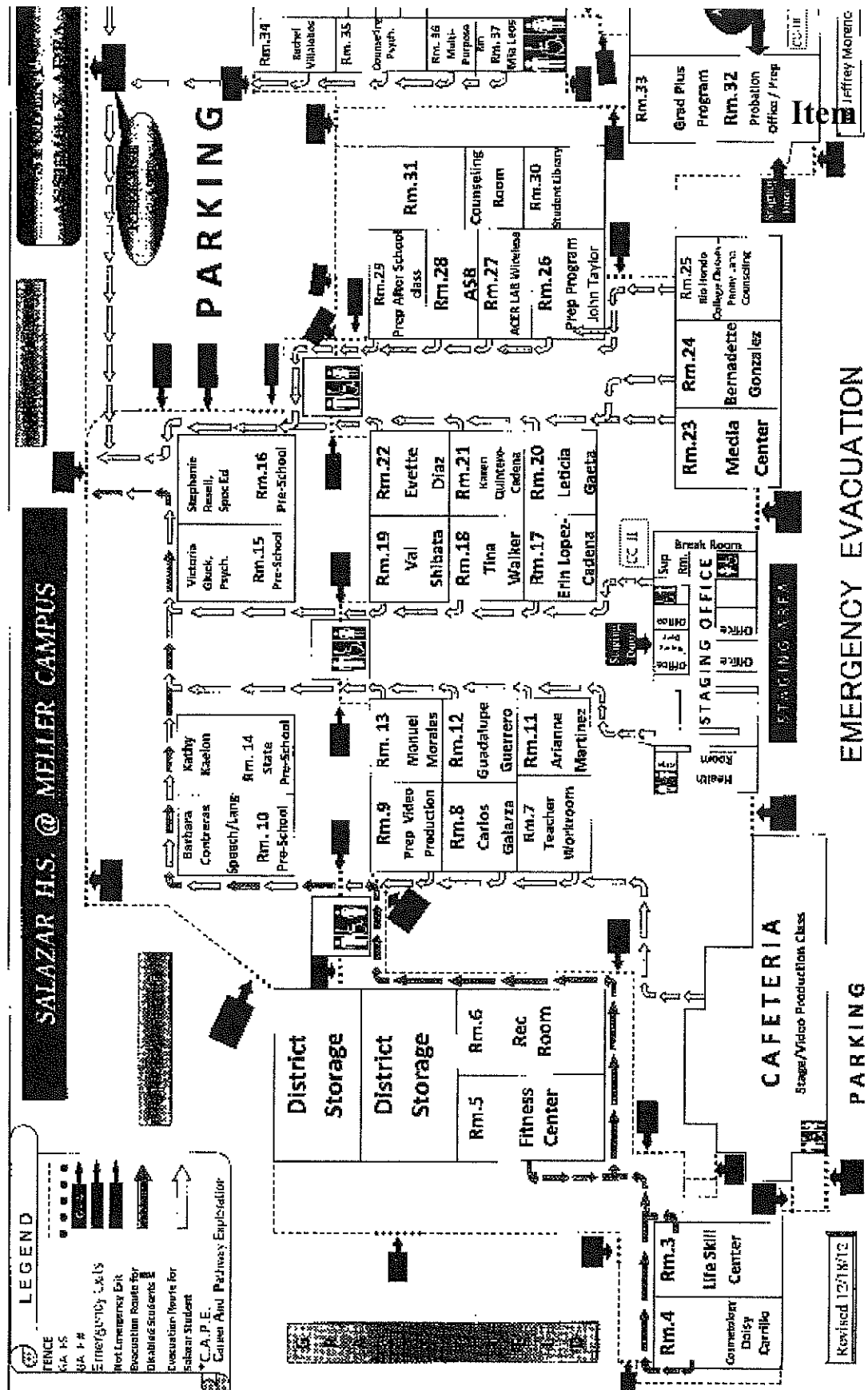


Exhibit "B"

Description of Program

Spectrum Center uses evidence-based programming to provide the educational support needed to serve students with special needs, such as Asperger's, autism, behavior challenges, pervasive developmental disorders and developmental delays. Our teaching staff is supported by a team of experts who are experienced in special education. These team members help develop and implement individual education program (IEP) objectives, relevant curriculum and behavior intervention plans that emphasize the use of antecedent strategies and teaching replacement skills.

Spectrum Center's team of educational and behavioral experts is equipped to provide for every aspect of a child's IEP, and includes professionals such as:

- Board Certified Behavior Analysts
- Credentialed teachers and teaching assistants
- Occupational therapists
- Adaptive physical education specialists
- Speech pathologists and therapists
- Vocational coaches
- Classroom consultants

Spectrum Center clinicians and instructors rely on proven, scientifically sound methods of instruction, including the following approaches as appropriate for each individual student:

- Applied behavior analysis (ABA)
- Level systems
- Discrete trial training (DTT)
- Functional analysis assessment (FAA)
- Behavior intervention plans (BIP)

Spectrum Center's staff members are uniquely qualified in special education and behavior management. They are highly credentialed, eminently qualified professionals who participate in ongoing training. We actively seek and implement best practices to promote optimal outcomes and continually adjust our programming as student demographics change.

Spectrum Center also works with educators in public schools to refer students with differing abilities to Spectrum Center schools and programs, and we help public schools establish Collaborative Classrooms within their districts to meet the needs of students in a least restrictive environment (LRE). In addition to providing non-public school campuses for students with differing abilities, Spectrum Center also partners with public school districts to provide dedicated classrooms within public schools.

In these on-site Collaborative Classrooms, Spectrum Center provides individualized services to students with autism, developmental disabilities, emotional disorders and

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behavioral challenges within a district setting. Collaborative Classrooms allow students with special needs to remain in their home district and help them transition back into their district programs, while receiving the services they require to be successful learners and transition to life after school. These services include:

- Functional and academic assessments
- IEP development
- Behavior analysis
- Behavior intervention plan development (BIP)
- Social skills development
- Transition education
- Vocational training

Collaborative Classrooms allow students to participate in social, academic and recreational activities with typically developing peers in a least restrictive environment (LRE) at their district school. Collaborative Classrooms also help schools meet state mandates by providing specially trained staff to instruct students with special needs and help transition them back into their public school programs. To assist students in their transition into district programs, on-site Collaborative Classrooms provide the following components:

- Participation in structured academic and social activities, such as lunch and recess activities, with their peers
- IEP team coordination to determine additional supports and transition opportunities where the student will be successful (PE, electives, academic classes)
- Reverse mainstreaming in younger classes
- Peer buddies and peer mentors in older classrooms
- Inclusion in assemblies and field trips with the campus student body

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ISSUE:

Approve loan of materials and equipment from the LEARN program.

ANALYSIS:

Mr. Reyes, Principal/Salazar High School has communicated the need to continue using the materials and equipment provided by the LEARN program.

The LEARN program will loan the listed materials and equipment to Ruben Salazar High School on a year-to year-basis.

RECOMMENDATION:

Approve loan of Assets 05 grant materials and equipment from the LEARN program to Ruben Salazar High School. Equipment will be borrowed on a year-to-year basis.

Submitted by: Ray Reyes, Principal/Salazar High School
Leticia Covarrubias, Chief Business Officer

July 11, 2013



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ASSETS 05 Borrowed Materials & Equipment

This memorandum verifies that the following ASSETS 05 grant materials and equipment are being borrowed from LEARN on a year-to-year basis.

School Name: Ruben Salazar High School

Address: 9115 Balfour Street

City/State/Zip: Pico Rivera, CA 90660

Qty.	Materials/Supplies Description (include condition)	Tag Number	Purpose & Location on Campus
1	Air Hockey Table	#429	Student Rec & Fitness Room -Rm 6
1	Ping Pong Table	#426	Student Rec & Fitness Room -Rm 6
2	Fitness Workstations	#427 & #428	Student Rec & Fitness Room -Rm 6
1	Bowflex	#000119	Student Rec & Fitness Room -Rm 6
1	Flatscreen TV	#408	Student Rec & Fitness Room -Rm 6
1	Flatscreen TV	#000118	Video Production -Rm 9
1	Video Camera	#353	Video Production -Rm 9
1	Video Camera Mic	#355	Video Production -Rm 9
1	Video Camera Upper Input	#354	Video Production -Rm 9

Principal Name: _____

Principal Signature: _____ Date: _____

LEARN Area Supervisor Name: Leslie Laine

LEARN Area Supervisor Signature: _____ Date: _____



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ASSETs 05 Borrowed Materials & Equipment

This memorandum verifies that the following ASSETs 05 grant materials and equipment are being borrowed from LEARN on a year-to-year basis.

School Name: Ruben Salazar High School

Address: 9115 Balfour Street

City/State/Zip: Pico Rivera, CA 90660

Qty.	Materials/Supplies Description (include condition)	Tag Number	Purpose & Location on Campus
1	Video Camera Charger	#361	Video Production –Rm 9
3	Video Camera Batteries	#357 #358 #359	Video Production –Rm 9
1	Video Camera Bag	#363	Video Production –Rm 9
1	Small Video Camera	#000117	Video Production –Rm 9
1	Electric Microphone	#350	Video Production –Rm 9
1	Lighting Kit & Green Screen	#406 & #407	Video Production –Rm 9
2	Mac Workstations	#344 & #345	Video Production –Rm 9
1	X-Box	#393	Student rec & Fitness Rm – Rm 6
2	Mac Mini	?	APEX –Rm 8

Principal Name: _____

Principal Signature: _____ Date: _____

LEARN Area Supervisor Name: Leslie Laine

LEARN Area Supervisor Signature: _____ Date: _____

Item 12.5 A

ISSUE:

Student Teaching Agreement between El Rancho Unified School District and Whittier College.

ANALYSIS:

The contract agreement between the El Rancho Unified School District and Whittier College authorizes the District to facilitate teaching experience through student teaching in school and classes of the District during the 2013 - 2014 school year.

RECOMMENDATION:

Approve Student Teaching Agreement between the El Rancho Unified School District and Whittier College for the 2013-2014 school year.

Submitted by: Mark Matthews, Director of Human Resources

July 11, 2013



Whittier College
STUDENT TEACHING AGREEMENT

This agreement is made and entered into this 17th day of June by and between Whittier College, hereinafter called "the College" and the El Rancho Unified School District, hereinafter called "the District."

WHEREAS, pursuant to the provisions of Section 11006 of the Education Code, the governing board of any District is authorized to enter into agreements with a State college, the University of California or any other university or college to provide teaching experience through practice teaching to students enrolled in teacher training curriculum of such institutions; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the District of an amount not to exceed the actual cost to the District of the services rendered by the District;

NOW THEREFORE, it is mutually agreed between the parties hereto as follows:

1. A. The District shall provide teaching experience through student teaching in schools and classes of the District during the period 2013 through, 2014, hereafter referred to as the "School Year" for not to exceed the number of students of the College possessing a valid Certificate of Clearance and assigned by the College to student teaching in schools or classes of the District. Such student teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the College through their duly authorized representatives may agree upon.
 - B. The District may refuse to accept for student teaching any student of the College assigned to student teaching in the District; and upon request of the District, the College shall terminate the assignment of any student of the College to student teaching in the District.
 - C. "Student Teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of tenured employees of the District holding valid diplomas or credentials, issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching is provided. The classroom teacher will be referred to hereinafter as a "Master Teacher."
2. A. The College will pay the District directly for services required to be performed by the Master Teacher under this agreement at the rate of \$125.00 per each student teacher assigned for the School Year. The amount will be paid directly to the Teacher.


- B. "Semester of student teaching" as used herein and elsewhere in this agreement equals a minimum of four (4) hours of student teaching five (5) days each week for the fifteen-week period. The number of student teachers assigned to the District shall not be more than the number agreed to by the district.
- C. The number of units of student teaching to be provided for each student of the college assigned to student teaching under this agreement shall be determined by the college.
- 3. A. An assignment of a student to the College to student teaching in schools or classes of the District shall be, at the discretion of the College, either for approximately eight (8) weeks or for approximately seven (7) weeks, or for a total of fifteen (15) weeks, but a student may be given more than one assignment by the College to student teaching in such schools or classes.
- B. In the event the assignment of a student of the College to student teaching is terminated by the College for any reason, except when termination is requested by the District without reasonable cause, the Master Teacher shall receive payment on account of such student as though there had been no termination of the assignment.
- 4. Students assigned by the College to student teaching in schools or classes of the District shall not be covered by the Worker's Compensation insurance policy provided by the district.
- 5. The College, agrees to defend, indemnify and hold harmless the District, its Board of Trustees, officers, agents, and employees individually and collectively from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, which may arise from personal or bodily injuries, property damage or otherwise, occasioned by participation in student teaching activities where said claim arises from the negligence or willful misconduct of the College.
- 6. The District, agrees to defend, indemnify and hold harmless the College, its Board of Trustees, officers, agents, and employees individually and collectively from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, which may arise from personal or bodily injuries, property damage or otherwise, occasioned by participation in the District's student teaching program where said claim arises from the negligence or willful misconduct of the District.

IN WITNESS WHEREOF, Whittier College and the Governing Board of the District have caused this agreement to be signed by authorized representatives in their behalf the day and year first above written.

Honorarium to Master Teacher: The College shall pay cooperating teachers directly to the Teacher.

Item 12.5 A

Whittier College
Institution


James Dunkelman, Authorizing Signature

Vice President for Finance and Administration
Title

6/24/13
Date

District

Authorizing Signature

Title

D

STATEMENT OF AGREEMENT

Item 12.5 A

**WHITTIER COLLEGE CANDIDATES'
PLACEMENT FOR STUDENT TEACHING
for the
PRELIMINARY LEVEL 1 TEACHING CREDENTIAL**

Purpose: The California Commission on Teacher Credentialing's *Standards of Quality and Effectiveness for Professional Teacher Preparation Programs* stipulates standards and conditions with which credentialing institutions must provide to be accredited for recommending candidates for Preliminary Level 1 Teaching Credentials. This agreement defines and describes common standards, program standards, and preconditions that must be met for program approval and accreditation. It also contains quality-related criteria for Whittier College candidates *except those participating in jointly sponsored internship programs (which are also covered under a separate agreement)*.

Professional teacher preparation programs are designed to be partnerships between institutions of higher education and public school districts and their schools to meet the need for well-prepared beginning teachers. This agreement realizes such a partnership by specifying the respective responsibilities of Whittier College and of the district and its schools with respect to credential candidates' student teaching.

El Rancho Unified School District

(District name)

agrees that all student teaching placements for Whittier College candidates that it recommends and/or makes will meet the following criteria.

1. The placements for all Whittier candidates will be based upon the observations of the effectiveness of teaching-learning by appropriate district personnel,
2. Placements will be located at sites where the state-adopted core curriculum is effectively implemented.
3. Placements will whenever possible, while meeting other criteria described here, be in settings that demonstrate effective use of computer-based technology to support teaching and learning.
4. Placements will provide opportunities for candidate to work with and be supervised by exemplary certificated teachers, each of whom who holds a valid teaching credential that authorizes his or her teaching assignment.
5. Each master teacher or site supporter recommended or chosen to supervise Whittier College candidates will be one who:
 - a. Knows and understands the state-adopted academic content standards and frameworks, as well as current educational theories and practice.
 - b. Understands the developmental stages of learning to teach.
 - c. Collaborates and communicates effectively with professional colleagues.
 - d. Will engage in collegial supervisory practices that foster candidates' success and promote their reflective practice.
6. Each master teacher or site supporter recommended or chosen to supervise a Whittier College candidate teaching English learners (EL) will be one who holds a valid EL authorization, and/or has been approved by the district to teach EL students pending EL authorization, or provide access to teachers at the site who hold this authorization.

The designated district and placement-site administrators have read and agree to the division of responsibilities described on the attached pages and will demonstrate their agreement by providing adequate resources to meet their responsibilities and to enable master teachers and/or site supervisors to meet their responsibilities.

Item 12.5 A
Placement Agreement - 2

El Rancho Unified School District
District

School

Authorizing Signature

Authorizing Signature

OR

Title

Title

Date

Date

Whittier College

Institution

Ivannia Soto-Hinman

Dr. Ivannia Soto-Hinman

Chair, Department of Education & Child Development

Title

6/18/13

Date

Whittier College Responsibilities

- Provide supervision, administration, and implementation of all components of candidates' teacher preparation for Preliminary Level 1 Teaching Credentials.
- Ensure that each candidate for daily student teaching responsibilities has obtained a valid Certificate of Clearance, unless the candidate has already completed the fingerprint and character identification process and been issued a valid document from the Commission on Teacher Certification.
- Provide organization and implementation of planning meetings, on-going course instruction for candidates aligned with the *Whittier College Catalog* curricula and requirements describing the Whittier College teacher-preparation program.
- Negotiate in good faith with the district regarding modifications, if necessary, in student teaching requirements, policies, or programs.
- Ensure that candidates are fully and properly oriented to student-teaching assignments, and that they understand the legal, ethical, and professional responsibilities of participating in public schools and classrooms.
- Provide candidates with current knowledge and research regarding instructional strategies, curriculum, classroom management, and instructional technology.
- Provide orientation and training for master teachers/onsite supporters (and, as requested, principals or district designees) in the Whittier College Department of Education and Child Development's (a) performance expectations for the candidates' teaching experience; (b) expectations for master teachers/onsite supporters who supervise candidates, and (c) the Department's current policies, procedures, and requirements concerning candidates and their work, including procedures to follow when problems arise in student teaching.
- Provide regular visits, observation, and feedback from a college supervisors, including regular written feedback to the candidate and cooperating teacher and regular examination and feedback on the candidate's Whittier College Portfolio, and assist the master teacher in monitoring candidates' learning and practice of the California Teaching Performance Expectations (TPEs).

District and School Responsibilities

- Work collaboratively with Whittier College faculty and the Coordinator of Student Teaching to place and recommend placements for candidates that fulfill the conditions and criteria listed on the initial pages of this agreement.
- Ensure the assignment of district-employed candidate supervisors that meet the conditions and criteria stated on the initial pages of this agreement.
- Facilitate district-employed student-teaching supervisors' attendance and participation in Whittier College workshops designed to orient and train master teachers/onsite supporters (and, as desired, other district-employed personnel.)
- Communicate reservations, concerns or problems concerning Whittier College assignments, tasks, requirements, or policies immediately to appropriate College faculty, supervisors, and/or the Coordinator of Student Teaching.
- Provide student teaching experiences that enable candidates to complete their assigned tasks and responsibilities as outlined in Whittier College materials presented by the College or candidate in a timely manner.
- Facilitate candidate attendance and participation in the prescribed course of study (including the Student Teaching Seminar) at Whittier College to become qualified for the Preliminary Level 1 Multiple Subject or Single Subject Teaching Credential.
- Provide opportunities for student teachers to plan and practice multiple strategies for managing and delivering instruction that were introduced and examined in program and/or prerequisite coursework.
- Provide opportunities for student teachers to collaborate with one or more experienced professionals to design and deliver effective, coordinated instruction.
- Provide opportunities for student teachers to attend and participate in school- and district-sponsored meetings and professional development activities, as well as encourage opportunities that may arise for candidates' interaction with parent and community organizations and teachers' associations or bargaining agents.

Item 12.5 B

PAGE(S) REMOVED

INTENTIONALLY

Pages containing confidential information
are provided to
Board Members and appropriate district personnel only.

PAGE(S) REMOVED

INTENTIONALLY

Pages containing confidential information
are provided to
Board Members and appropriate district personnel only.

Item 14.1 A**ISSUE:**

Early Learning Program California State Preschool Contract (CSPP-3177) for 2013-2014 and Resolution.

ANALYSIS:

Board approval is requested for the contract between the California State Department of Education and ERUSD for continued California State Preschool Services. The resolution is a standard document that ensures that the administration and Board of Education are aware of the contract agreement, and authorizes Martin Galindo, Superintendent, Roxane Fuentes, Assistant Superintendent-Educational Services, and Roberta Gonzalez, Principal-Early Learning Program, to sign agreements on behalf of the Board of Education. This agreement with the State of California shall be in effect from July 1, 2013 to June 30, 2014.

The preschool program will serve children from income eligible families, three and four years of age. Program sessions will be held from 9:00 a.m. to 12 noon and from 1:00 p.m. to 4:00 p.m. Monday through Friday at the following sites: Birney, Durfee, Magee, Meller, North Ranchito, Rio Vista, Rivera, South Ranchito, and Valencia schools.

Service Requirements

- Maximum Reimbursable Amount (MRA) \$1,500,486.00
- Maximum Rate Per Child Per Day \$33.12
- Minimum Child Days of Enrollment (CDE) 45,305.0
- Minimum Days of Operation (MDO) 177

RECOMMENDATION:

Approve Contract CSPP-3177 in the amount of \$1,500,486.00 for California State Preschool Program agreement between the California State Department of Education and ERUSD for the purpose of providing state preschool services in fiscal year 2013-2014 and approval of Resolution No. 1 2013-2014, authorizing Martin Galindo, Superintendent, Roxane Fuentes, Assistant Superintendent-Educational Services, and Roberta Gonzalez, Principal- Early Learning Program, to sign the transaction for the Governing Board. This agreement with the State of California shall be in effect from July 1, 2013 to June 30, 2014.

Submitted by: Martin Galindo, Superintendent
Roberta Gonzalez, Principal - Early Learning Program

July 11, 2013



Item 14.1 A

EL RANCHO UNIFIED SCHOOL DISTRICT
Resolution No. 1-2013/2014

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2013-14.**

RESOLUTION

BE IT RESOLVED that the Governing Board of the El Rancho Unified School District authorizes entering into local agreement number/s CSPP – 3177 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Martin Galindo</u>	<u>Superintendent</u>	_____
<u>Roxane Fuentes</u>	<u>Assistant Superintendent</u>	_____
<u>Roberta Gonzalez</u>	<u>Principal</u>	_____

PASSED AND ADOPTED THIS 11th day of July, 2013, by the Governing Board of the El Rancho Unified School District of Los Angeles County, California.

I, Rachel Canchola, Clerk of the Governing Board of the El Rancho Unified School District, of Los Angeles County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's Signature)

July 11, 2013
(Date)



CALIFORNIA DEPARTMENT OF EDUCATION
 1430 N Street
 Sacramento, CA 95814-5901

F.Y. 13 - 14

DATE: July 01, 2013 **Item 14.1 A**

CONTRACT NUMBER: CSPP-3177

PROGRAM TYPE: CALIFORNIA STATE
 PRESCHOOL PROGRAM

PROJECT NUMBER: 19-6452-00-3

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: EL RANCHO UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>), the CURRENT APPLICATION, and an AGENCY SITE LISTING (ATTACHMENT A) which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The contractor's signature also certifies compliance with "General Terms and Conditions," (GTC 610/Exhibit A) which by this reference is incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2013 through June 30, 2014. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$33.12 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$1,500,486.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 45,305.0
 Minimum Days of Operation (MDO) Requirement 177

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

Exhibit A, General Terms and Conditions attached.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Martin Galindo, Superintendent			
TITLE Contracts, Purchasing & Conference Services		ADDRESS 9333 Loch Lomond Dr. Pico Rivera, CA 90660			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,500,486	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,500,486	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE			
OBJECT OF EXPENDITURE (CODE AND TITLE) 702					

CONTRACTOR'S NAME: EL RANCHO UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CSPP-3177

Item 14.1 A

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 66,060	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-6452	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 66,060	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 36,378	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-6452	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 36,378	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,299,606	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-6452			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,299,606	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 98,442	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-6452			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 98,442	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF ACCOUNTING OFFICER	T.B.A. NO.	pg. 246
	DATE	

Attachment A
California Department of Education
Child Development Division
Agency Site List
Fiscal Year 2013-2014

pg. 247

Item 14.1 A

El Rancho Unified School District

Los Angeles County

6452

Alice M. Birney Elementary	8501 Orange Avenue	Pico Rivera 90660-
Durfee Elementary School	4220 S. Durfee Avenue	Pico Rivera 90660-
Lawrence T. Magee Elementary	8200 Serapis Avenue	Pico Rivera 90660-
Mary E. Meller Elementary School	9115 Balfour Street	Pico Rivera 90660-
North Ranchito Elementary School	8837 E. Olympic Blvd	Pico Rivera 90660-
Rio Vista Elementary School	8809 Coffman-Pico Road	Pico Rivera 90660-
Rivera Elementary School	7250 Citronell Avenue	Pico Rivera 90660-
South Ranchito Elementary School	5241 S. Passons Blvd	Pico Rivera 90660-
Valencia Elementary School	9241 E. Cosgrove Street	Pico Rivera 90660-

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State. **Item 14.1.A**

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby ~~Item 14.1 A~~ Item 14.1 A these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

Item 14.1 A

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> El Rancho Unified School District		<i>Federal ID Number</i> 95-2162543
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Martin Galindo, Superintendent		
<i>Date Executed</i> July 11, 2013	<i>Executed in the County of</i> Los Angeles	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 et seq.) **Item 14.1 A**

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code § 10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a). **Item 14.1 A**

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be Item 14.1 A provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

FEDERAL CERTIFICATIONS**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

Item 14.1.A**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

Notice shall include the identification number(s) of each affected grant;

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.106-1 through 76.106-10. **Item 14.1-A**

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

ENVIRONMENTAL TOBACCO SMOKE ACT

B. The grantee must insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

Place of Performance (Street address, city, county, state, zip code)

See list bellow

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

Check if there is a separate sheet attached listing all workplaces.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACT AGENCY)	CONTRACT #
El Rancho Unified School District	CSPP-3177
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Martin Galindo, Superintendent	
SIGNATURE	DATE

- Alice M. Birney Elementary 8501 Orange Ave., Pico Rivera, CA 90660
- Durfee Elementary School 4220 S. Durfee Ave, Pico Rivera, CA 90660
- Lawrence T. Magee Elementary 8200 Serapis Ave., Pico Rivera, CA 90660
- Mary E. Meller Elementary School 9115 Balfour Street., Pico Rivera, CA 90660
- North Ranchito Elementary School 8837 E. Olympic Blvd. Pico Rivera, CA 90660
- Rio Vista Elementary School 8809 Coffman Pico Rd. Pico Rivera, CA 90660
- South Ranchito Elementary School 5241 S. Passons Blvd. Pico Rivera, CA 90660
- Rivera Elementary School 7250 Citronell Ave. Pico Rivera, CA 90660
- Valencia Elementary School 9241 Cosgrove Street Pico Rivera, CA 90660

*Note- All schools are located in Los Angeles County

Item 14.1 B

ISSUE:

Board member's absence from Board meetings.

ANALYSIS:

Education Code 35120, allows Governing Board of Education members to be absent from board meetings and not have their monthly stipend affected, as follows:

Education Code 35120, Compensation

- (c) A member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting:
- he or she was performing services outside the meeting for the school district or districts, or
 - he or she was ill or on jury duty, or
 - the absence was due to a hardship deemed acceptable by the board.

RECOMMENDATION:

Adopt Resolution No. 2-2013/2014 declaring that Board Member Rachel Canchola was absent from the June 8, 2013 special board meeting in accordance with Education Code 35120, which allows Governing Board of Education members to be absent from board meetings and not have their monthly stipend affected.

Submitted by: Martin Galindo, Superintendent

July 11, 2013



Item 14.1 B

EL RANCHO UNIFIED SCHOOL DISTRICT
Resolution No. 2-2013/2014

**Declaring That Board Member Rachel Canchola
was Absent from the June 8, 2013 Board Meeting**

WHEREAS, Trustee Rachel Canchola was absent from the special meeting on June 8, 2013 in accordance with Education Code 35120; and

WHEREAS, Education Code 35120 Subdivision (c) states:

“A member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting he or she is performing services outside the meeting for the school district or districts, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the board.”

NOW THEREFORE BE IT RESOLVED that the Governing Board of Education hereby declares by this resolution that Rachel Canchola was absent on June 8, 2013 in accordance with Education Code 35120 Subdivision (c), and that she receive the full monthly stipend for the payroll period affected.

ADOPTED this 11th day of July, 2013 by the El Rancho Unified School District Governing Board of Education.

VOTE: AYE: _____
 NAY: _____
 ABSENT: _____
 ABSTAIN: _____

Board Clerk

Item 14.1 C

ISSUE:

Board member's absence from Board meetings.

ANALYSIS:

Education Code 35120, allows Governing Board of Education members to be absent from board meetings and not have their monthly stipend affected, as follows:

Education Code 35120, Compensation

- (c) A member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting:
- he or she was performing services outside the meeting for the school district or districts, or
 - he or she was ill or on jury duty, or
 - the absence was due to a hardship deemed acceptable by the board.

RECOMMENDATION:

Adopt Resolution No. 3-2013/2014 declaring that Board Member Delia Alvidrez was absent from the June 13, 2013 regular board meeting in accordance with Education Code 35120, which allows Governing Board of Education members to be absent from board meetings and not have their monthly stipend affected.

Submitted by: Martin Galindo, Superintendent

July 11, 2013



Item 14.1 C

EL RANCHO UNIFIED SCHOOL DISTRICT
Resolution No. 3-2013/2014

**Declaring That Board Member Delia Alvidrez
was Absent from the June 13, 2013 Board Meeting**

WHEREAS, Trustee Delia Alvidrez was absent from the regular meeting on June 13, 2013 in accordance with Education Code 35120; and

WHEREAS, Education Code 35120 Subdivision (c) states:

“A member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting he or she is performing services outside the meeting for the school district or districts, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the board.”

NOW THEREFORE BE IT RESOLVED that the Governing Board of Education hereby declares by this resolution that Delia Alvidrez was absent on June 13, 2013 in accordance with Education Code 35120 Subdivision (c), and that she receive the full monthly stipend for the payroll period affected.

ADOPTED this 11th day of July, 2013 by the El Rancho Unified School District Governing Board of Education.

VOTE: AYE: _____
 NAY: _____
 ABSENT: _____
 ABSTAIN: _____

Board Clerk

Item 14.1 D

ISSUE:

Board member's absence from Board meetings.

ANALYSIS:

Education Code 35120, allows Governing Board of Education members to be absent from board meetings and not have their monthly stipend affected, as follows:

Education Code 35120, Compensation

- (c) A member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting:
- he or she was performing services outside the meeting for the school district or districts, or
 - he or she was ill or on jury duty, or
 - the absence was due to a hardship deemed acceptable by the board.

RECOMMENDATION:

Adopt Resolution No. 4-2013/2014 declaring that Board Member Joseph Rivera was absent from the June 26, 2013 special board meeting in accordance with Education Code 35120, which allows Governing Board of Education members to be absent from board meetings and not have their monthly stipend affected.

Submitted by: Martin Galindo, Superintendent

July 11, 2013



Item 14.1 D

EL RANCHO UNIFIED SCHOOL DISTRICT
Resolution No. 4-2013/2014

**Declaring That Board Member Joseph Rivera
was Absent from the June 26, 2013 Board Meeting**

WHEREAS, Trustee Joseph Rivera was absent from the special meeting on June 26, 2013 in accordance with Education Code 35120; and

WHEREAS, Education Code 35120 Subdivision (c) states:

“A member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting he or she is performing services outside the meeting for the school district or districts, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the board.”

NOW THEREFORE BE IT RESOLVED that the Governing Board of Education hereby declares by this resolution that Joseph Rivera was absent on June 26, 2013 in accordance with Education Code 35120 Subdivision (c), and that he receive the full monthly stipend for the payroll period affected.

ADOPTED this 11th day of July, 2013 by the El Rancho Unified School District Governing Board of Education.

VOTE: AYE: _____
 NAY: _____
 ABSENT: _____
 ABSTAIN: _____

Board Clerk

Item 14.4 A

ISSUE:

Approve agreement between El Rancho Unified School District and Erickson-Hall Construction.

ANALYSIS:

Erikson-Hall Construction is the selected firm to provide project management services. Their proposal addresses providing assistance in review of construction documents, assistance in construction administration, and support construction closeout. Project management services include the following project:

- Upgrade of the shower, locker, and weight rooms, design new pool, and design of the required ADA upgrades at El Rancho High School.

Total cost for services is \$320,000.00 payable from Measure "A" General Obligation Bond Funds.

RECOMMENDATION:

Approve agreement between El Rancho Unified School District and Erickson-Hall Construction to provide project management services for the upgrade of the shower, locker and weight rooms, design of new pool, and design of the required ADA upgrades at El Rancho High School. Total contract cost \$320,000.00 payable from Measure "A" General Obligation Bond Funds.

Submitted by: Carlos Jimenez, Director of Maintenance and Operations
Leticia Covarrubias, Chief Business Officer

July 11, 2013

Item 14.4 A

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Construction Management Services Agreement ("Agreement") is made and entered into this 11th day of July, 2013, by and between the EL RANCHO UNIFIED SCHOOL DISTRICT (hereinafter referred to as "Owner" or "District") and ERICKSON-HALL CONSTRUCTION CO. (hereinafter referred to as "Construction Manager") for construction management services relating to the Boys' and Girls' Shower/Locker Room Modernization, New Pool/Pool Equipment/Pool Deck and Remaining ADA Upgrades Project at El Rancho High School (hereinafter collectively referred to as the "Project").

ARTICLE 1 CONSTRUCTION MANAGER'S SERVICES AND RESPONSIBILITIES

Construction Manager represents that it has the capabilities and skills in construction supervision, bid evaluation, project scheduling, claims review and negotiation, project design review and evaluation, and general management and administration of construction projects. Construction Manager covenants to provide its best skill and judgment in furthering the interests of Owner in the management of the construction of the Project. Construction Manager agrees to furnish efficient business administration and management services and to perform in a manner consistent with the interests of Owner. The Construction Manager's Services for the Project shall be as follows and as enumerated within Exhibit "A" and Exhibit "B" to this agreement.

All services provided by the Construction Manager under this Agreement shall be provided by or under the direction and control of a licensed General Contractor. Basic Services to be provided by the Construction Manager are those enumerated in the Basic Services (Exhibit "A" hereto) and those enumerated in the General Conditions (Exhibit "B" hereto).

1.1 BASIC SERVICES

1.1.1 Construction Manager's "Basic Services" consist of those services performed by Construction Manager and Construction Manager's employees and consultants to provide the specific services listed in this section entitled "Basic Services" and within Exhibit "A."

1.2 CONSTRUCTION PHASE

1.2.1 Provide ongoing Senior Management observation of the progress of the work to assist the Project Manager.

1.2.2 Provide Senior Management at the request of the Owner to provide assistance to resolve any issues that are critical to Schedule or Budget considerations.

1.2.3 Provide ongoing senior management involvement in progress meetings.

Item 14.4 A

1.3 GENERAL CONDITIONS

1.3.1 "General Conditions" of the Project are defined as those generic support conditions which must be in place to support all construction aspects of the Project. Such costs are enumerated within Exhibit "B".

1.4 RESERVED.

1.5 PERSONNEL

1.5.1 If at any time any of the personnel employed by the Construction Manager on the Project are reasonably deemed unsatisfactory by the Owner and the Owner requests that they be replaced, Construction Manager shall, within a reasonable time, replace such personnel without additional cost to the Owner.

1.5.2 Construction Manager agrees to provide the personnel set forth in the schedule attached to Exhibit "B". Changes made to Construction Manager's staff shall be made only with the prior written consent of Owner.

1.5.3 Any proposed staff changes will only be considered after resumes are submitted for District review and the District is given the opportunity to interview the suggested personnel. District retains the right to reject newly proposed personnel based on qualifications or other relevant criteria.

ARTICLE 2 OWNER RESPONSIBILITIES

2.1 PROJECT INFORMATION

2.1.1 The Owner shall provide full and complete information regarding the requirements of the Project, which shall set forth the Owner's objectives, constraints and criteria.

2.2 BUDGET

2.2.1 The Owner shall provide a budget for the Project with the assistance of the Construction Manager and Architect.

2.3 OWNER'S REPRESENTATIVE

2.3.1 The Owner shall designate a representative ("Owner's Representative") to act on the Owner's behalf with respect to the Project. The authorized Representative shall render decisions promptly to avoid unreasonable delay in the progress of the Construction

Item 14.4 A

Manager's services and shall expeditiously process contractor payment applications and change order documentation and shall make all required payments in a timely manner.

2.3.2 In addition, Owner shall promptly and properly file Notice(s) of Completion upon written recommendation by Architect and Construction Manager for the Project or designated portion(s) thereof.

2.4 TESTS, INSPECTION AND REPORTS

2.4.1 The Owner shall furnish tests, inspections and reports as required by law or the Contract and Construction Documents.

2.5 OWNER'S EXPENSE

2.5.1 The services, information and reports required by Articles 2.1 through 2.4, inclusive, shall be furnished at Owner's expense.

2.6 NONCONFORMING WORK

2.6.1 If the Owner observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the contract documents, the Owner shall give prompt notice thereof to the Construction Manager.

2.7 OWNER'S RIGHT TO PERFORM WORK

2.7.1 The Owner reserves the right to perform work related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement.

2.7.2 The Construction Manager shall notify the Owner if any such independent action will in any way compromise the Construction Manager's ability to meet the Construction Manager's responsibilities under this Agreement.

**ARTICLE 3
CONSTRUCTION MANAGER'S COMPENSATION**

3.1 BASIC FEE

3.1.1 Owner agrees to pay the Construction Manager, for the performance of all Basic Services contemplated under the terms of the Agreement, a fee for services as calculated and set forth in Exhibit "A".

3.2 RESERVED.

3.3 REDUCTION IN BASIC SERVICES

Item 14.4 A

3.3.1 Owner may reduce, for its convenience, the Basic Services to be provided by the Construction Manager at any time during the contract period. Should a reduction in General Conditions and fee based personnel be requested by the Owner also include a requested reduction in the Construction Manager's on-site personnel, the Construction Manager shall be allowed a maximum of 60 days to reassign personnel.

3.3.2 The contract price shall be reduced for any reduction in the on-site term of any personnel pursuant to Exhibit "B".

3.4 COMPENSATION FOR ADDITIONAL SERVICES

3.4.1 Construction Manager shall notify the District in writing of the need for additional services required due to circumstances beyond the Construction Manager's control ("Additional Services"). Construction Manager shall obtain written authorization from the District before rendering Additional Services. Compensation for all valid Additional Services shall be negotiated and approved in writing by the District before such Additional Services are performed by the Construction Manager. No compensation shall be paid to the Construction Manager for any Additional Services that are not previously approved by the District in writing or for delays that are due to the acts or omissions of the Construction Manager.

3.4.2 Compensation for any Additional Services approved by the District in writing during the planned duration of services shall be made on the basis of:

- (a) Personnel Services: Two (2) times the direct cost rates contained in the Schedule of Personnel. This sum represents both direct reimbursement of Field Personnel costs and Basic Service Fee for Construction Manager.
- (b) Materials and/or Outside Services: Cost plus ten percent.
- (c) Miscellaneous Reimbursables: Reimbursement at cost.

3.4.3 For an extension of Project Services beyond the Schedule mutually approved by the District and Construction Manager, the basis of compensation for such Additional Services shall be equitably adjusted by written agreement between the District and Construction Manager.

Item 14.4 A

3.5 REIMBURSABLE EXPENSES

3.5.1 "Reimbursable Expenses" include any authorized expense incurred by the Construction Manager and Construction Manager's employees and consultants in the interest of the Program or Project which are outside the scope of Construction Manager's Basic Services, as identified within Exhibit "A" or its General Conditions and Field Personnel as identified with Exhibit "B", which expenses include, but not by way of limitation;

3.5.1.1 Expense of transportation in connection with execution of the work comprising the Project(s) or Program;

3.5.1.2 Expenses in connection with authorized out-of town travel;

3.5.1.3 Long distance communications;

3.5.1.4 Fees paid for securing approval of authorities having jurisdiction over the Project(s).

3.5.1.5 Expense of reproductions, postage and expressage related to submittals and shop drawings and handling of Drawings, Specifications and other documents.

3.5.2 Payment for Reimbursable Expenses shall be on the basis of Cost plus ten percent.

3.5.3 Payment for Reimbursable Expenses shall be made monthly, on the basis of Construction Manager's submittal of an appropriate invoice with accompanying cost documentation. Reimbursable expenses shall be invoiced separately from Basic or Additional Services.

**ARTICLE 4
PAYMENT SCHEDULE**

4.1 THE FEE FOR BASIC SERVICES AND GENERAL CONDITIONS

The fee for Basic Services set forth in Article 3 shall be paid monthly, in arrears, as follows:

4.1.1 Payment for Basic Services unless otherwise agreed to herein, shall be made in monthly installments over the duration of the Project, as identified in Exhibit "A".

4.1.2 RESERVED.

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4.1.3 Payment for authorized Additional Services shall be made monthly, on such basis as shall be specified within the agreement authorizing such services.

4.1.4 All payments called for within Articles 4.1.1 through 4.1.3, above, shall be made to Construction Manager within 30 days of Construction Manager's submittal of a properly prepared invoice or Application for Payment.

4.1.5 In the event that Owner disputes any charge or cost contained within Construction Manager's invoice or Application for Payment, the amount then due Construction Manager shall be reduced by no more than the sum in dispute and the balance timely paid.

4.1.6 If Owner reduces any invoice or Application for Payment submitted by Construction Manager, Owner shall, within not more than 10 days of Owner's receipt of the invoice or Application for Payment, inform Construction Manager, in writing, of the amount and reason for such reduction. Within not more than 10 days of receipt of such notice, Construction Manager shall prepare and submit, to Owner, any requested explanation or justification of the amounts in dispute. Owner shall, within not more than 10 days of Owner's receipt of Construction Manager's explanation or justification, either pay the disputed amount or provide Construction Manager with a written explanation of Owner's continuing objection. Construction Manager and Owner agree to seek, in good faith, a timely and equitable resolution of any disputed amounts.

4.1.7 So long as District is not in default in making payment of undisputed funds to Construction Manager, notwithstanding any claim, dispute or other disagreement between the Construction Manager and the District arising out the Project or this Agreement, pending resolution of the same in accordance with the Agreement, the Construction Manager shall continue to diligently provide and perform hereunder pending a subsequent resolution of such claims, dispute, or other disagreement.

4.2 PROJECT SCHEDULE

4.2.1 Time Schedule. The services to be provided under this Agreement shall be completed in general accordance with the schedule that shall be mutually agreed upon between the District and Construction Manager. The Construction Manager shall provide a schedule to the District for approval on or before a date to be agreed upon between the Parties in writing. The agreed upon Basic Services Fee set forth in this Agreement is based upon a duration of no more than twenty four (24) months for the completion of the Project which shall be broken down as follows:

Design	4 months
DSA Approval	3 months
Bidding Process	2 months
Construction	12 month
Closeout	1 months
Contingency	2 months

Item 14.4 A

4.2.2 At the time the Construction Manager's work commences, a date of Completion of the Project shall also be established.

4.2.3 The Date of Completion of the Project or a designated portion thereof is the date when construction is complete to the level that all contractual work is complete in the opinion of the Architect, Construction Manager and District Inspector. Construction Manager shall endeavor to secure warranties called for by this Agreement, or by the Drawings and Specifications, from Contractor which shall commence on the Date of Completion of the Project or designated portion thereof.

4.2.4 If the Construction Manager is delayed at any time in the progress of the Project by any act or neglect of the Owner or the Architect or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the project, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties or any causes beyond the Construction Manager's control, or by any delay authorized or caused by the Owner, the above time schedules shall be extended by Change Order for a reasonable length of time as set forth in Article 1.4.2.

ARTICLE 5

TERMINATION, ABANDONMENT OR SUSPENSION OF WORK

5.1 TERMINATION OF CONSTRUCTION MANAGER SERVICES

5.1.1 The Owner may suspend or terminate the Construction Manager's services under this Agreement following fourteen (14) days written notice to the Construction Manager because of the failure of the Construction Manager to satisfactorily perform under this Agreement or if the Construction Manager fails to complete its services or otherwise comply with the terms of this Agreement.

5.1.2 Owner shall also have the right in its absolute discretion to terminate this Agreement in the event the Owner is not satisfied with the working relationship with Construction Manager and without cause following fourteen (14) days prior written notice from Owner to Construction Manager.

5.2 ABANDONMENT OF PROJECT

5.2.1 The Owner may suspend or abandon all or any portion of the work on the project upon written notice to the Construction Manager. Upon notice of suspension or abandonment, Construction Manager shall as soon as practicable discontinue any further action on the Project or portion thereof.

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5.2.2 If the entire work to be performed on the Project is abandoned, the parties shall each be relieved of the remaining executory obligations of the Agreement, as it relates to the Project, but shall not be relieved of any obligations arising prior to said abandonment.

5.3 COMPENSATION IN THE EVENT OF TERMINATION, ABANDONMENT OR SUSPENSION

5.3.1 In the event of termination not the fault of the Construction Manager, including termination for convenience, abandonment or suspension, the Construction manager shall be compensated for all services performed to the termination date together with all reasonable Termination Expenses. Termination Expenses shall be compensated as set forth in Article 5.3.2.

5.3.2 "Termination Expenses." In the event the District terminates, abandons, or suspends the work on the Project, there shall be due and payable within thirty (30) days following such termination, abandonment or suspension a sum of money sufficient to increase the total amount paid to Construction Manager to an amount which bears the same proportion to the total fee as the amount of services performed or provided by Construction Manager prior to the time of such termination, suspension or abandonment of this Agreement bears to the entire services Construction Manager is required to perform or provide for the Project.

5.3.3 In the event of termination due to a breach of this Agreement by Construction Manager, the compensation due Construction Manager upon termination shall be reduced by the amount of damages and liquidated damages sustained by District due to such breach.

5.3.4 In the event that District chooses to abandon the Project or terminate the Agreement without cause, Construction Manager shall, in addition to the compensation described above, also be reimbursed for reasonable termination costs throughout the payment of (1) 3% of the Construction Management Fees incurred to date if less than 50% of the Construction Management Fees have been paid; or (2) 3% of the remaining Construction Management Fees if more than 50% Construction Management Fees have been paid. This payment is agreed to compensate Construction Manager for any damages resulting from early termination and is consideration for entry into this termination for convenience clause.

5.3.5 If a Project or the Program is suspended or abandoned in whole or in part for more than three (3) months, the Construction manager shall be compensated for all services performed prior to receipt of written notice from the District of such suspension or abandonment, and for reasonable costs of termination and work in progress by the Construction Manager at such time. If the Project or Program is resumed after being suspended for more than three (3) months, the Construction Manager's compensation shall be resumed in a similar manner (prorated portion of lump sum agreement, based upon time remaining). Any services provided by the Construction Manager at the request of the District during the period of suspension shall be subject to equitable compensation.

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which compensation shall not be applied against any fixed limits of fee or costs provided for within this Agreement.

5.3.6 If a Project or the Program is suspended in whole or in part for more than three (3) months and, if no arrangement is made between the District and the Construction Manager to retain specific staff during the period of suspension, reassignment of any or all of the personnel assigned to the Project or the Program to other projects may occur. In the event that the suspended Project or Program is, then, resumed, the Construction Manager shall re-staff the Project or the Program to the same level as at the time of suspension (provided that the scope of remaining work shall not have been reduced) and shall make a good faith effort to use as many of the original personnel as is then practical. Where individuals assigned to the Project or the Program at the time of suspension are not reasonably available at the time of resumption, the Construction Manager shall assign other personnel of similar skill and experience.

5.3.7 If construction of a Project has started and is stopped for a material period of time by reason or circumstances not the fault of the Construction Manager, the District shall pay the Construction Manager's General Conditions and Field Personnel costs for the first 30 days of stoppage up to, but not to exceed, the level of such costs for the 30 day period immediately preceding the stoppage.

5.3.8 The Construction Manager shall reduce the size of the Project-site staff after thirty (30) days' delay or sooner if feasible, for the remainder of the delay period. The District shall reimburse the Construction Manager only for the actual costs of such reduced staff and extended General Conditions during such delay up to a maximum of 90 days delay. If such delay shall exceed 90 days in duration, any project-site staff and general conditions remaining on the Project at the District's request shall constitute Additional Services and shall be compensable on that basis through the end of any stoppage period. Upon termination of the stoppage, the Construction Manager shall return or provide the necessary Project site-staff as soon as practicable and no further compensation shall be paid for the delay.

5.4 DELIVERY OF DOCUMENTS

5.4.1 Upon termination, abandonment or suspension, Construction Manager shall deliver to Owner all documents and matters completed by Construction Manager to which Owner would have been entitled at the completion of Construction Manager's services.

ARTICLE 6 INDEMNIFICATION

6.1 DUTY TO INDEMNIFY AND HOLD HARMLESS

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6.1.1 To the fullest extent permitted by law, and subject to the limitations of Civil Code § 2782, Construction Manager agrees to indemnify, defend and hold Owner, its board members, employees, and officers harmless from liability arising out of:

(a) Workers Compensation and Employers Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Construction Manager's employees or Construction Manager's subcontractor's employees arising out of Construction Manager's work under this Agreement;

(b) General Liability. Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Construction Manager or the District, its officers, employees or Board Members, or any person, firm or corporation employed by the Construction Manager upon or in connection with the Project, except for liability resulting from the sole or active negligence, or willful misconduct of the District, its officers, employees, agents or independent Architects who are directly employed by the District.

(c) Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Construction Manager, or any person, firm or corporation employed by the Construction Manager, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the Project, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the District.

6.2. DUTY TO DEFEND CLAIMS

6.2.1 The Construction Manager, at Construction Manager's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, its board members, officers, or employees, on account of or founded upon any of the causes, damages or injuries identified in Article 6, Sections 6.1.1 above and shall pay or satisfy any judgment that may be rendered against the District, its officers, or employees in any actions, suit or other proceedings as a result thereof.

6.3 DURATION OF THE INDEMNITY CONTRACT

6.3.1 The indemnity contract described herein Article 6 is intended to apply during the period of Construction Manager's performance under this Agreement and shall survive the expiration or termination of this Agreement.

Item 14.4 A**ARTICLE 7
SUCCESSORS AND ASSIGNS**

This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that the Construction Manager shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the Owner. Any attempted assignment without such consent shall be invalid.

**ARTICLE 8
APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of California and any policies/regulations adopted thereunder ("Applicable Law"). To the extent that there is any inconsistency between this Agreement and the Applicable Law, or this Agreement omits any requirement of the Applicable Law, the language of the Applicable Law, in effect on the date of the execution of this Agreement, shall prevail.

**ARTICLE 9
CONSTRUCTION MANAGER NOT OFFICER OR EMPLOYEE OF OWNER**

While engaged in carrying out and complying with the terms and conditions of this Agreement, the Construction Manager is an independent contractor and not an officer or employee of the Owner.

**ARTICLE 10
INSURANCE****10.1 INSURANCE PROVIDED BY CONSTRUCTION MANAGER**

The Construction Manager shall purchase and maintain insurance for not less than the following limits or greater if required by law:

10.1.1 Worker's Compensation

10.1.1.1 State Statutory

10.1.1.2 Applicable Federal Statutory

10.1.2 Comprehensive General Liability (including premise-operations; Independent Contractor Protection; Products and Completed Operations; Broad Form Property Damage):

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10.1.2.1 Bodily Injury (including \$1,000,000 each occurrence, person, injury, sickness, disease or death).

10.1.2.2 Property Damage \$1,000,000 each occurrence, \$1,000,000 aggregate.

10.1.3 Contractual Liability

10.1.3.1 Bodily Injury \$1,000,000 each occurrence.

10.1.3.2 Property Damage \$1,000,000 each occurrence \$1,000,000 aggregate

10.1.4 Personal Injury with Employment \$1,000,000 Aggregate Exclusion deleted.

10.1.5 Comprehensive Automobile Liability (owned, non-owned, hired).

10.1.5.1 Bodily Injury \$1,000,000 each person \$1,000,000 each accident.

10.1.5.2 Property Damage \$1,000,000 each occurrence

10.1.6 Professional liability insurance (i.e. errors and omissions insurance) in an amount of not less than \$1,000,000.

10.2 INSURANCE PROVIDED BY OWNER

10.2.1 The Owner shall provide and maintain standard Fire, Flood and "All Risk" Insurance including "XCU" coverage up to the full insurable value of the Project or Program. Policies providing such coverage shall contain a provision that coverages afforded under the policies will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the Construction Manager.

10.2.2 Certificates of Insurance and Endorsements showing such coverages to be in force throughout construction of the work shall be filed with the Construction Manager prior to commencement of construction activities.

10.3 INSURANCE POLICY INCLUSIONS

10.3.1 The foregoing policies to be carried by the Construction Manager shall contain a provision that coverages afforded under the policies will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the Owner.

10.3.2 Certificates of Insurance and Endorsements showing such coverages to be in force throughout construction of the work shall be filed with the Owner prior to commencement of the work.

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10.3.3 The Owner shall be named as additional insured under the above policies.

10.4 WAIVERS OF SUBROGATION

10.4.1 The Owner and Construction Manager waive all rights against each other and against the Contractors, Architect, consultants, agents and employees of any of them, for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance.

10.4.2 The Owner and Construction Manager each shall require similar waivers from their Contractors, Architect, consultants, agents, and persons or entities awarded separate contracts administered under the Owner's own forces.

**ARTICLE 11
ENTIRE AGREEMENT**

11.1 This Agreement and the attached Exhibits "A" and "B" represent the entire Agreement and understanding of the parties concerning the subject matter hereof; this Agreement replaces and supersedes prior negotiations or Agreements between the parties concerning the subject matter hereof. In accordance with California Education Code Section 17604, this Agreement is not a valid or enforceable obligation against the District until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

11.2 This Agreement may be amended or modified only by a written instrument duly executed by the parties.

**ARTICLE 12
OWNERSHIP OF DOCUMENTS**

12.1 All plans, specifications and estimates that are maintained and/or prepared by the Construction Manager shall be and remain the property of the Owner.

**ARTICLE 13
LIQUIDATED DAMAGES**

13.1 ASSESSMENT OF LIQUIDATED DAMAGES

13.1.1 If the work is not completed within the time specified in the schedule approved by the District in accordance with this Agreement plus applicable extensions of time, it is understood that the Owner will suffer damages. The Construction Manager and District hereby agree that the exact amount of damages for failure to complete the work within the time specified is extremely difficult or impossible to determine. Construction Manager shall be assessed the sum of Three Hundred dollars (\$300.00) per day as

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liquidated damages for each and every day the work required under this Agreement remains unfinished past the time for completion, as set forth in the Agreement, and any extensions of time granted by the District under the terms of the contract documents.

13.2 FAULT OF CONSTRUCTION MANAGER

13.2.1 Construction Manager shall not be charged for liquidated damages, as set forth above, because of any delays in completion of work which are not the fault or negligence of Construction Manager, including but not restricted to: acts of God, acts of public enemy, acts of Government, fires, floods, epidemics, quarantine restrictions and acts or omissions of any contractors hired by the District.

13.2.2 Construction Manager shall absorb its own cost of providing Basic Construction Services during any schedule extension, if said extension is caused by Construction Manager, and only to the extent that the schedule extension is caused by Construction Manager. The Construction Manager under no circumstances will be liable for any damages for delay other than as set forth herein unless determined otherwise by a court of law.

13.3 COMPLETION DATES AND SCHEDULE

Notwithstanding anything to the contrary herein, completion dates will be mutually agreed upon in writing during the Project as documents become available and such agreement will become a part of this Agreement. Upon approval of the schedule prepared by the Construction Manager in accordance with Article 4, Section 4.2.1, such schedule shall become a part of this Agreement.

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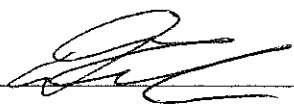
The parties, through their authorized representatives, have executed this Agreement as of the day and year first written above.

CONSTRUCTION MANAGER:

DISTRICT:

Erickson-Hall Construction Co.

El Rancho Unified School District

By: 

CEO

By: _____

APPROVED AS TO FORM:

Atkinson, Andelson, Loya, Ruud & Romo

Terry T. Tao, Esq.
Jesus R. Gonzales, Jr., Esq.
Attorneys for the El Rancho Unified School District

EXHIBIT "A"

CONSTRUCTION MANAGER'S SERVICES

To Be Provided Under

CONSTRUCTION MANAGEMENT AGREEMENT

Between

EL RANCHO UNIFIED SCHOOL DISTRICT

and

ERICKSON-HALL CONSTRUCTION CO.

Dated: July 11, 2013

The Construction Manager shall provide all the construction management services that are necessary for the completion of the Project. The entire scope of the services in this Exhibit "A" and the scope of services otherwise set forth in this Agreement shall be described as the Construction Manager's "Basic Services"

1. GENERAL SERVICES

1.1 Construction Manager shall provide sufficient home office organization and support, personnel and management to carry out the requirements of this Agreement in an expeditious and economical manner consistent with the interests of the Owner.

1.2 Construction Manager shall prepare and periodically update a Project Schedule for the Architect's review and the Owner's acceptance. Construction Manager shall obtain the Architect's approval for the portion of the preliminary Project Schedule relating to the performance of the Architect's services. In the Project Schedule, Construction Manager shall coordinate and integrate Construction Manager's services, the Architect's services and the Owner's responsibilities with anticipated construction schedules, highlighting critical and long-lead-time items.

1.3 Construction Manager shall consult with the Owner and Architect regarding the Construction Documents and make recommendations whenever design details adversely affect constructability, cost or schedules. Construction Manager will review the contract document submissions and provide written comments on the coordination of the various disciplines, including civil, structural, architectural, mechanical, electrical, plumbing and landscape.

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1.4 Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

1.5 Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

1.6 Construction Manager shall advise on the division of the Project into individual Contracts for various components of work. If multiple contracts are to be awarded, Construction Manager shall review the Construction Documents and make recommendations as required to provide that (1) the work of the Contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate Contract, and (3) proper coordination has been provided for phased construction.

1.7 Provide senior management support for all tasks.

2. PRE-CONSTRUCTION PHASE

2.1 Provide review and comments on the Project's scope and budget.

2.2 Construction Manager will develop in conjunction with the District and the Architect, procedures to facilitate and expedite communications among the Contractor, the Architect, the District, Construction Manager, and the Test/Inspection Services relating to the submittal, review, and response to documents provided to Construction Manager, including: correspondence, memoranda, Requests for Information/Requests for Clarification, Field Bulletins/Field Clarifications, Owner or Architect Field Directives, Submittals, Change Order Requests/Proposal Requests/Change Estimate Requests, Change Orders and similar items.

2.3 Review the District's requirements, schedule goals and existing budget data for the completion of the Project. Produce initial representative estimates of the value of the proposed improvement under current market conditions, based upon available project and design documentation. Where Construction Manager's initial estimate indicates that projected costs may be at variance with the District's budgetary goals, Construction Manager will present such issues to the District and Architect in writing, along with any readily apparent alternatives which may be identified. Construction Manager will cooperate with the District and Architect in identifying and implementing additional potential cost adjustment measures which might be employed in order to reach budgetary goals.

2.4 Construction Manager shall prepare a Project Construction Schedule providing for the components of the Work, including phasing of construction, times of

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commencement and completion required of each Contractor, and the occupancy requirements of the Owner. Construction Manager shall provide the current Project construction schedule for each set of bidding documents.

2.5 Construction Manager shall assist the Owner in the preparation of construction contracts. Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress and scheduling. Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors. Construction Manager shall provide observation and administration of the Contracts for Construction in cooperation with the Architect as set forth below and in the General Conditions. All contracts between Owner and Contractors shall be in a form acceptable to Construction Manager and shall also include broad form indemnity and insurance clauses in favor of and protecting the Owner and Construction Manager in a form acceptable to Construction Manager. Such insurance clauses shall include, without limitation, provisions naming the Owner and Construction Manager as additional insureds, showing insurer's prior written notice of non-renewal or modification to the foregoing, and evidence of all such obligations being evidenced on insurer's insurance certificates provided to the Owner and Construction Manager throughout the term of the Project until final completion.

2.6 Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Contractors. Construction Manager shall verify that the Owner has paid applicable fees and assessments. Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

2.7 Construction Manager shall develop and implement procedures for the review and processing of applications by Contractors for progress and final payments.

2.8 Construction Manager shall provide a Construction Estimate, in cost model format, based upon Architect's delivery of complete Construction Documents depicting a work scope which represents at least 60% of the likely total of all apportionments and the local share for a given school location to confirm compliance with DSA requirements for review and approval and with the District's budget goals. Should significant variance be detected between projected cost and such criteria, Construction Manager will inform the District and the Architect in writing and will coordinate necessary working sessions between the District, Architect and Construction Manager to identify measures to be taken to bring the Project and documents within parameters. At the conclusion of such sessions, Construction Manager, in conjunction with the District, will request commitments from the Architect(s) for design or documentation adjustments to the documents, in an effort to meet the District's specified criteria.

2.9 Construction Manager shall provide a Construction Estimate, in cost model format, based upon Architect's delivery of 50% and 90% complete Construction Documents and updated prior to bid depicting the full scope of intended improvements for each school location, to confirm compliance with cost management measures agreed

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to throughout design phase and to ensure compliance with the District's budget goals. Should significant variance be detected between projected cost and such goals, Construction Manager will so inform the District and the Architect in writing and will coordinate necessary working sessions between the District, Architect and Construction Manager to identify measures to be taken to bring the Project back within budgetary limits. At the conclusion of such sessions, Construction Manager, in conjunction with the District, will request commitments from the Architect(s) for design adjustments to the documents in an effort to maintain the Project budget(s).

2.10 In collaboration with the District and the Project Architect, Construction Manager will prepare a draft Construction Management Plan for the construction and completion of the Project. This plan will reflect Agency Project Delivery, the time frame for construction, and the attendant design efforts required. In preparation for this Construction Management Plan, Construction Manager will evaluate the local construction market and the District's schedule and budgetary goals for the Project, and make recommendations to the District regarding the recommended strategy for purchasing construction, the approach to bid packaging the work and a proposed Master Project Schedule. Upon approval by the District of the Construction Management Plan, Construction Manager will prepare the Construction Management Plan in final form.

3. CONSTRUCTION COST

3.1 RESPONSIBILITY FOR CONSTRUCTION COST

3.1.1 Evaluations of the Owner's Project budget and Construction Cost prepared by Construction Manager represent Construction Manager's best judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established or approved by the Owner, or from any evaluation prepared by Construction Manager.

3.1.2 If the Bidding or Negotiation Phase has not commenced within 90 days after return of the Construction Documents from DSA, any Project budget shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

3.2 Provide recommendations regarding constructability and value engineering:

3.2.1 Following delivery of Architect's 50% and 90% complete Construction Documents for the full scope of intended improvements at a given school

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location, and prior to bid(s), Construction Manager will conduct a Constructability Review and value engineering of those plans and specifications and provide input to the Owner and the Architect relative to sequencing of construction (phases), means and methods, and duration of construction for various building methods and constructability.

3.2.2 The intent of review is to eliminate gaps, overlaps and omissions, and provide information to the Architect that will eliminate or greatly reduce issues that might otherwise result in additional cost or delay during the course of construction.

4. CONSTRUCTABILITY REVIEW/VALUE ENGINEERING REVIEW

4.1 Construction Manager shall perform a Constructability Review/Value Engineering Review of drawings at 90% completion using Redicheck or an equivalent acceptable checklist review technique acceptable to the District. This review shall include:

4.1.1 Senior Construction Manager analysis and overlay coordination of each major system of the building(s) including electrical, mechanical, civil, structural, kitchen, theater, acoustic, technology and landscape architecture.

4.1.2 Preparation of checklists as defined by the Redicheck methodology or equivalent technique acceptable to the District.

4.1.3 Construction Manager shall perform a systems analysis/value engineering review of each major building system at 50% construction documents utilizing a senior Construction Manager.

4.2 The Constructability Review/Value Engineering Review shall be performed independently by a senior Construction Manager from Construction Manager's office. The Senior Construction Manager must be familiar with the project type represented by this contract.

4.3 At the completion of Construction Manager's constructability review/value engineering review and systems review/value engineering review, Construction Manager will prepare a report documenting the findings resulting from the senior construction manager's review. Construction Manager shall also include as an addendum to this report, the senior construction manager's red-marked corrections to the construction documents and project specifications and Redicheck documents. This document shall also be available for the District's review at Construction Manager's place of business.

4.4 Construction Manager will produce phase schedules for each of the component projects within the Program and a Master Schedule for the program as a whole. These

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schedules will contain key milestones to be accomplished by the Project Team including the Architects and Consultants.

4.5 Assist Owner in the selection of professional services for inspection, testing, hazardous materials removal, etc.

5. FUNDING PHASE

5.1 The Construction Manager shall assist the District, and any funding consultant hired by the District, with the preparation and submittal of any documents necessary for obtaining and utilizing funding from the Office of Public School Construction. The Construction Manager shall assist the District in considering, obtaining and utilizing funding from grants and any other alternative funding sources available to the District for the completion of the Project. Construction Manager shall provide the District with recommendations on any available funding that can be obtained by the District for the completion of the Project.

6. PRE-QUALIFICATION PROCESS

Construction Manager will assist the Owner and Architect in prequalification (if required by Owner), the bid opening, evaluation of the bids for completeness, full responsiveness and price, including alternate prices and unit prices. Construction Manager will prepare Bidder Prequalification Procedures, including procedures to prequalify major subcontractor trades if requested by Owner.

7. BIDDING PHASE

7.1 Construction Manager shall assist the Owner in evaluating the bid results prior to award.

7.2 Construction Manager shall develop bidders' interest in the Project and establish bidding procedures and schedules. Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct prebid conferences with prospective bidders. Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

7.3 Construction Manager shall prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

8. CONSTRUCTION PHASE

8.1 Manage and administer related services as required to coordinate the work of the contractor.

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8.2 Construction Manager will assist in the administration of the construction Contract(s) as provided in the General Conditions of the Contract(s) for construction.

8.3 Construction Manager will review the procedures for submittals, shop drawings, substitution requests, product samples, change orders, payment requests and other procedures and review logs, files, and other necessary documentation in order to provide an orderly and effective system for such administration.

8.4 Construction Observation. Construction Manager will, using experienced personnel, observe the progress of the work. Construction Manager shall notify the District in writing of observations made by Construction Manager of work installed by the Contractor which does not appear to be in conformity with Contract Documents, and, after concurrence by the Architect, shall make recommendations to the District for measures to enforce compliance with the requirements of the Contract Documents.

8.5 Based on the schedule prepared by the Contractor, Construction Manager shall assist in preparing a Project Construction Schedule for each Project, providing for the components of the Work, including phasing of construction, times of commencement and completion, phasing, and the occupancy requirements of the Owner.

8.6 Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors on each of District's projects that are subject to this Agreement. Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled. Construction Manager shall monitor the approved estimate of Construction Cost.

8.7 Coordination of Technical Inspection and Testing. Construction Manager will coordinate with the Owner's certified inspector all testing required by the Architect or other third parties. All inspection reports will be provided to Construction Manager on a regular basis.

8.8 Attend the pre-construction and construction progress meetings.

8.8.1 Pre-Construction Conferences. Upon award of contracts, Construction Manager will assist, in conjunction with the Owner and the Architect, in pre-construction orientation conferences for the benefit of the successful Contractor(s) and will serve to orient the Contractor(s) to the various reporting procedures and site rules prior to the commencement of actual construction.

8.8.2 Job Site Meetings. Construction Manager will assist in regular jobsite progress meetings with the Contractor and keep meeting minutes.

8.9 Regularly monitor the construction budgets and schedules:

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8.9.1 Master Program Schedule. Construction Manager will continue to review the Master Program Schedule.

8.9.2 If requested by the Owner, Construction Manager will assist the Contractor in preparing a Recovery Schedule. This Recovery Schedule will reflect the corrective action and extraordinary efforts to be undertaken by the Contractor to recapture lost time. This Recovery Schedule will be distributed to the Construction Manager, the Owner, the Architect and other appropriate parties by the Contractor.

8.9.3 Construction Progress Review. Construction Manager will review the progress of construction with each Contractor, observe work in place and that materials are properly stored on a monthly basis and evaluate the percentage complete of each construction activity as indicated in the Contractor's Construction Schedule.

8.9.3.1 Construction Manager shall record the progress of each Project on a monthly basis or more frequently if requested by Owner. Construction Manager shall document and submit written progress reports to the Owner and Architect including information on each Contractor and each Contractor's Work, as well as the entire Project, showing percentages of completion. Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

8.9.3.2 Utilizing the Construction Schedules provided by the Contractors, Construction Manager shall update the Project construction schedule incorporating the activities of the Contractor on each Project, including activity sequences and durations. The Project construction schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. Construction Manager shall update and reissue the Project construction schedule as required to show current conditions. If an update indicates that the previously approved Project construction schedule may not be met, Construction Manager shall recommend corrective action to the Owner and Architect.

8.9.3.3 As part of the monthly reporting process, Construction Manager will provide the Owner with updated budget and cost tracking, to include the impact of all proposed and executed change orders.

8.9.3.4 Construction Manager shall keep regular meeting minutes.

8.9.3.5 The Construction Manager shall establish a procedure to verify that the Architect, Architect's Consultants, Project Inspector, Laboratory of Record and Contractor are performing services in compliance with the

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“Construction Oversight Process Procedure” required by the California Code of Regulations, Title 24 and as further described in the Division of the State Architect’s (“DSA”) PR 13-01. As part of the procedure established under this section, Construction Manager must be able to verify that all verified reports are being submitted to the DSA by the responsible parties in a timely manner. As part of the monthly reporting process, Construction Manager shall notify the District when the Architect, Architect’s Consultants, Project Inspector, Laboratory of Record or Contractor have failed to comply with the Construction Oversight Process Procedure and must inform the District of the impact such failure will have upon the Project and its schedule.

8.10 Assist in the resolution of Requests for Information:

8.10.1 Throughout the Construction Phase, Construction Manager will review communications related to Contractor’s Requests for Information and shall seek resolution for the appropriate party, providing for timely forwarding of such information to the Contractor.

8.10.2 Construction Manager shall transmit to the Architect requests for interpretations of the meaning and intent of the Drawings and Specifications, and assist in the resolution of questions that may arise.

8.11 Review and recommend, in conjunction with the Architect, any necessary or desirable changes to any contract documents and submit same to the Owner:

8.11.1 Evaluate Proposal Cost. Construction Manager will evaluate Contractors’ proposal costs and will make a formal recommendation to the Owner regarding acceptance of the proposals for Change Orders.

8.11.2 Change Order Reports. Construction Manager will prepare and distribute Change Order Reports, on a monthly basis, throughout the Construction Phase. These reports will provide information pertaining to proposed and executed change orders and their effect upon the contract price as of the date of the report.

8.11.2.1 Construction Manager shall review requests for changes, assist in negotiating Contractors proposals for changes in cost and/or time, submit recommendations to the Architect and Owner and, if they are accepted, review Change Orders and Construction Change Directives prepared by the Architect which incorporate the Architect’s modifications to the Documents.

8.11.2.2 Construction Manager shall assist the Architect in the review and, evaluation of Claims.

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8.12 Construction Manager shall receive, review for proper limits of coverage and existence of insurance coverage and make recommendations regarding certificates of insurance and any required bonds from the contractors and forward them to the Owner with a copy to the Architect, if requested.

8.13 Review and approve contractors' certificates for payment in conjunction with the Architect and Inspector of Record.

8.13.1 Construction Manager will review and make recommendations pertaining to monthly payments to the General Contractor. This activity will be an integral part of the monthly progress report updates. If it should later be found, however, that the Contractor has failed to comply with the provisions of his contract with the Owner in any way or detail, such failures and subsequent compliance will be the sole responsibility of the Contractor.

8.13.2 Construction Manager shall develop cash flow reports and forecasts for the Project and advise the Owner and Architect as to variances between actual and budgeted or estimated costs.

8.14 Maintain a copy set of contract drawings, specifications, addenda, contracts, change orders, shop drawings/submittals, correspondence, and other records, as required.

8.15 Assist in closeout, including preparation and supervision of and coordination with Architect on punch lists and evaluation of the proper time (in conjunction with Architect's opinion) for recording of a Notice of Completion:

8.15.1 Construction Manager, in conjunction with the Architect and the Inspector will, upon Substantial Completion of the work, assist the Architect and Owner in the production of a punch list of required corrections. At the conclusion of all corrective action for all punch list items, Construction Manager will make a final comprehensive review of the Project and will report the results of that review to the Owner. Construction Manager's report will indicate whether Construction Manager, the Architect, and the Inspector of Record find the work performed acceptable under the Contract Documents and the relevant project data, and will make recommendations as to final payment and the notice of completion to the Contractor. This work will be done only if the contract time frame allows or additional services are authorized.

8.15.2 Following issuance of a Recorded Notice of Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractors and make recommendations to the Architect as to when Owner may file a Notice of Completion. The Construction Manager shall assist the Architect in conducting final inspections and reviewing punch list items.

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8.16 Close Out and Miscellaneous Provisions

8.16.1 Construction Manager will perform coordination and expediting functions in connection with the Architect's and Contractor's obligation to provide "as-built" documents.

8.16.2 Construction Manager shall assist the Owner in the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Project.

8.16.3 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment.

8.16.4 Construction Manager shall secure and transmit to the Architect warranties and similar submittals required by the Contract Documents for delivery to the Owner and deliver all keys, manuals, record drawings and maintenance stocks to the Owner.

8.16.5 Construction Manager shall verify that all defective, deficient, or incomplete work identified in any Notice(s) of Non-Compliance or similar notice(s) issued by the architect, or any inspector, special inspector, testing laboratory or governmental agency, is fully corrected and closed before the architect issues any final Punch-List to the Contractor. The Construction Manager shall verify that all applicable inspectors, special inspectors, and/or engineers on the Project have visually verified that each defective, deficient and/or incomplete item of work referenced in the Notice(s) of Non-Compliance have been rectified and are closed prior to the issuance of the architect's final Punch-List to the Contractor and the District.

8.16.6 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Construction Manager. Consent shall not be unreasonably withheld.

9. FEE

9.1 For providing the entire scope of work described as the Construction Manager's Basic Services, Construction Manager shall be compensated an amount not to exceed Three Hundred Twenty Thousand Dollars (\$320,000.00) (the "Basic Services Fee"). The Basic Services Fee shall include all General Conditions costs which are those generic support activities which must be in place to support all construction aspects of the Project. However, the District agrees to provide the General Conditions detailed in Section 9.4 below at no cost to the Construction Manager. Construction Manager shall be paid for performing the Basic Services required by this Agreement on an hourly basis pursuant to the rates set forth in Exhibit "B" which include all costs for General Conditions that are not provided by the District in accordance with Section 9.4 below. In

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no event shall Construction Manager be paid more than Three Hundred Twenty Thousand Dollars (\$320,000.00) for performing all of the Basic Services required by this Agreement. Any adjustments related to the payment of fees for Construction Manager's Basic Services shall be made through a written Addendum to this Agreement approved by both parties.

9.2 The Construction Manager shall invoice all fees for the Basic Services set forth in this Agreement on a monthly basis. All invoices for Basic Services shall be based upon actual work or services completed by the Construction Manager and shall be supported by proper documentation. The District shall make payments to the Construction Manager within thirty (30) days of receipt of the appropriate and approved invoice from the Construction Manager.

9.3 In the event State funding limitations or District budgetary re-alignments should result in a reduction in the scope of work to be modernized for the Project, and in the event such reduction reasonably results in a reduction of the overall duration of the Construction Manager's service, a reduction of the specified Basic Services Fee shall be made accordingly.

9.4 The District agrees to provide the following General Conditions to the Construction Manager for the completion of the Project:

9.4.1 Sufficient office space in District facilities as approved by the District;

9.4.2 Copier to be used by the Construction Manager only for the District's Projects;

9.4.3 General office supplies including telephone, internet, paper, pens, and pencils, etc.

All other General Conditions that are necessary for the completion of the Project shall be provided by the Construction Manager as part of the Basic Services Fee and at no additional cost to the District.

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EXHIBIT "B"

SCHEDULE OF RATES FOR PAYMENT OF BASIC SERVICES FEE

<u>Job Title</u>	<u>Hourly Rates</u>
Project Estimator	\$122.00
Superintendent	\$137.00
Project Engineer	\$110.00
Administrator	\$ 65.00
Construction Manager	\$147.00

The above rates include salary, benefits, insurance, transportation, communication, technology, offsite office expenses and all other General Conditions that are necessary for the completion of the Project with the exception of those items being provided by the District.

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ISSUE:

Approve engagement letter with Vavrinek, Trine, Day & Co., LLP (VTD) to provide non-audit accounting services.

ANALYSIS:

Vavrinek, Trine, Day & Co., LLP (VTD) will work with the Director of Fiscal Services and the Chief Business Officer to assist in the completion of financial reports required by other government entities, mostly by the California Department of Education. Service fees will be based on hours worked in addition to reimbursable expenses. Cost for services will be billed at the consultant hourly rate of \$165 per hour. Total cost for services will not exceed 160 billed hours or \$26,400.00 payable from General and Categorical Funds. Agreement shall be effective July 12, 2013 through August 31, 2013.

RECOMMENDATION:

Approve engagement letter between El Rancho Unified School District and Vavrinek, Trine, Day & Co., (VTD) to provide professional accounting assistance (non-audit services), effective July 12, 2013 through August 31, 2013. Total cost for services shall be payable from General and Categorical Funds.

Submitted by: Laura Castillo, Director of Fiscal Services
Leticia Covarrubias, Chief Business Officer

July 11, 2013



Vavrinek, Trine, Day & Co., LLP
Certified Public Accountants & Consultants

VALUE THE DIFFERENCE

July 3, 2013

Mr. Martin Galindo
Superintendent
El Rancho Unified School District
9333 Loch Lomond Drive
Pico Rivera, CA 90660

Dear Mr. Galindo :

This engagement letter is to update our agreement for non-audit services with your District. The standards to which VTD will conform are intended to better serve the public interest and to maintain a high degree of integrity, objectivity and independence for both audit work and for non-audit work with government audit clients.

The standard for non-audit services for government audit clients is based on two overarching principles:

- Auditors (VTD) should not perform management functions or make management decisions; and
- Auditors (VTD) should not audit their own work or provide non-audit services in situations where the amounts or services involved are significant / material to the subject matter of the audit.

In lieu of these principles, our available resources and considering your needs, our firm suggests the following way that we can assist you during the next year. We will provide you with professional accounting assistance within the engagement scope and on the terms stated below.

OBJECTIVE OF ENGAGEMENT

The District requests on-going staff training and assistance regarding the preparation of the District's actual and budgeted financial statements in the format provided for by the California Department of Education. VTD also assists the District in staff training in accounting for attendance, associated student body and fund-raising, categorical resources, multi-year projections, cash flow, accruals and generally accepted accounting procedures.

SCOPE OF SERVICES

The work will be non-audit services as defined by Governmental Auditing Standards issued by the Comptroller General of the United States. Our work will not constitute an audit or review of transactions and should not be relied upon as such.

The District is responsible for the appropriate recording and reporting of financial transactions and management decisions. Accordingly, all work will be conducted at your direction or the Director, Fiscal Services, to insure that the work meets the District's objectives. Either the CBO or the Director will be responsible for review and approval of any work product directly prepared by VTD, including any adjustments to the accounting records that may be proposed by VTD, or reports drafted by VTD during the engagement.

8270 Aspen Street Rancho Cucamonga, CA 91730 Tel: 909.466.4410 Fax: 909.466.4431 www.vtdcpa.com
FRESNO • LAGUNA HILLS • PLEASANTON • RANCHO CUCAMONGA • PALO ALTO • RIVERSIDE •
SACRAMENTO

Item 14.4 B

Governmental Auditing Standards require that the District be responsible for the substantive outcomes of VTD work and be in a position in fact and appearance to make an informed judgment on the results of the non-audit services and that the El Rancho Unified School District

- Designates a knowledgeable management level individual to be responsible and accountable for overseeing the non-audit services.
- Establishes and monitors the performance of the non-audit services to ensure that it meets managements objectives.
- Makes any decisions that involve management functions related to the non-audit services and accepts full responsibility for such decisions.
- Evaluates the adequacy of the services performed and any findings that result.
- Informs the board of this engagement.

DELIVERABLES

Specific services to be provided follow. Any additional services requested, other than routine advice and training will require an amendment of this agreement.

VTD will work with the Director, Fiscal Services and the Chief Business Official to assist in the completion of financial reports required by other government entities, mostly by the California Department of Education.

During the course of our engagement, you may request that we provide services outside the defined scope of this agreement. For us to consider such services, we require you provide a request in writing to us via the engagement partner. Should we agree to provide the additional services outlined in your written request, we will discuss with you the terms of those services and document those terms in an appropriate form, which may include an amended or separate engagement letter.

STAFFING

The Partner in charge of the engagement will be Caroline Larson with the assistance of firm Partner Dusty Ferguson as necessary. Every effort will be made to delegate work to our accounting staff to minimize the expense to the District and/or meet District deadlines.

Vavrinek, Trine, Day & Co., LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business and Professions Code. It is not anticipated that any of the non-licensee owners will be performing audit services for the agency.

Item 14.4 B

FEES

Fees will be based on the hours worked. Invoices will be submitted monthly and are due upon receipt.

VTD Staff	Hourly Rate
July 1, 2013 through August 31, 2013	
Partner / Principal	\$195
Consultant / Manager	\$165
Supervisor	\$145
Senior Accountant	\$120
SBS Staff Accountant	\$95
Paraprofessional	\$70

In addition to such payment for personal services, VTD shall be reimbursed for such travel as may be necessary, including expenses for hotels, meals and mileage computed at the Internal Revenue Service (IRS) approved rate per mile.

TERMINATION OF ENGAGEMENT

The engagement may be terminated by either party without cause.

ARBITRATION

If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

INDEPENDENT CONTRACTOR

We are an independent contractor as defined by Federal and State taxing authorities.

INSURANCE

We maintain current worker compensation and liability insurance policies.

If this letter correctly sets forth your understanding of the terms and objectives of the engagement, please so indicate by signing in the space provided below.

Sincerely,

Caroline A. Larson

VAVRINEK, TRINE, DAY & CO., LLP.

Date:

Superintendent or Designee

EL RANCHO UNIFIED SCHOOL DISTRICT

Date:

Item 14.5 A

ISSUE:

Declaration of Need - Insufficient numbers of fully credentialed persons to meet the employment criteria for the 2013-2014 school year.

ANALYSIS:

The Governing Board of the El Rancho Unified School District hereby adopts a Declaration to the effect there are insufficient numbers of fully credentialed persons to meet the employment criteria for the 2013-2014 school year: (BCLAD, CLAD, authorized fields in Art, English, Foreign Language, Spanish, Math, Sciences: Biological, Chemistry, Geosciences, Physics, Physical Education, Social Science, CRS in Language, Speech and Hearing w/Special Class Authorization). The College/University Internship Programs are in effect, and will offset the requirement for Emergency and Limited Assignment Permit applications in some areas covered by these programs.

RECOMMENDATION:

Adopt/Ratify the Declaration of Need in the event there are insufficient numbers of fully credentialed persons to meet the employment needs for the 2013-2014 school year, effective July 1, 2013.

Submitted by: Mark Matthews, Director of Human Resources

July 11, 2013



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

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

- Original Declaration of Need for year: 2013-2014
- Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: EL RANCHO UNIFIED SCHOOL DISTRICT District CDS Code: 64527
Name of County: LOS ANGELES County CDS Code: 19

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 07 / 11 / 13 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► Enclose a copy of the board agenda item

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2014.

Submitted by (Superintendent, Board Secretary, or Designee):

MARTIN GALINDO SUPERINTENDENT
Name Signature Title
562.949.2821 562.801.5199 7/12/2013
Fax Number Telephone Number Date
9333 LOCH LOMOND DRIVE, PICO RIVERA, CA 90660
Mailing Address
mgalindo@erusd.org
E-Mail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY 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 of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____ / ____ / ____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► Enclose a copy of the public announcement

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
EMail Address		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
<input checked="" type="checkbox"/> CLAD/English Learner Authorization (applicant already holds teaching credential)	5
<input checked="" type="checkbox"/> Bilingual Authorization (applicant already holds teaching credential)	5
List target language(s) for bilingual authorization: _____	
<input checked="" type="checkbox"/> Resource Specialist	4
<input type="checkbox"/> Teacher Librarian Services	_____
<input type="checkbox"/> Visiting Faculty Permit	_____

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	0
Single Subject	5
Special Education	10
TOTAL	15

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 www.cde.ca.gov 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. Resources are not available.

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? 10

If yes, list each college or university with which you participate in an intern program.

Azusa Pacific, National University, University of Phoenix, Whittier College

CSU: Dominguez Hills, Fullerton, Long Beach, Los Angeles

If no, explain why you do not participate in an intern program.

