

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**

August 8, 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 Employee Appointment/Employment (Pursuant to Government Code §54957)
 - Title: Elementary School Principal (2 positions)
 - Title: Middle School Principal (1 position)
 - Title: High School Assistant Principal (1 position)
 - Title: High School Principal (1 position)
 - Title: Director of Student Services (1 position)
 - Title: Superintendent (1 position)

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

- 4.3 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

- 4.4 Conference with Labor Negotiators (Pursuant to subdivision (a) of Government Code § 54957.6) Agency Designated Representative: Sal Holguin, Legal Counsel and Mark Matthews, Director, Human Resources
Employee Organizations: Unrepresented Employee (Superintendent)

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

5.1 PLEDGE OF ALLEGIANCE

RECORDER	Sandy Watkins
INTERPRETER	Herlinda Acevedo
VISITORS	Register No. 02-2013/2014

6. PUBLIC ANNOUNCEMENT OF ACTIONS TAKEN IN CLOSED SESSION

7. ADOPTION OF AGENDA

Recommendation is made that the Agenda be adopted as submitted.
(Reference pages 1-28)

M _____ S _____ Vote _____

8. 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.

8.1 Local Control Funding Formula (LCFF) presentation by Leticia Covarrubias, Chief Business Officer and Roxane Fuentes, Assistant Superintendent, Educational Services
(Reference page 29)

8.2 Citizens' Bond Oversight Committee Recommendations Update by Leticia Covarrubias, Chief Business Officer
(Reference page 30)

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.

12. CONSENT AGENDA

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

- A. Approve the Minutes of the Board of Education's Regular Meeting held July 11, 2013.
(Reference pages 31-60)
- B. Amend Board Item No. 12.1 B, approved July 11, 2013, Board of Education institutional memberships of approximately ~~\$15,225.00~~ **\$15,460.00** as recommended for the 2013/2014 fiscal year, payable from Board Dues and Memberships General Fund account.
(Reference page 61)
- C. Amend Board Item No. 12.1 C, approved July 11, 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 budget General Funds, Cafeteria Funds, and other restricted funds as appropriate.
(Reference pages 62-63)

12.2 DIVISION OF STUDENT SERVICES

- A. Approve Memorandum of Understanding with *Presbyterian Intercommunity Hospital* to provide various health services through the Care Force One mobile health clinic for the 2013/2014 and 2014/2015 school years, effective September 1, 2013 through August 31, 2015. Services provided shall be at no cost to the District.
(Reference page 64)

12.2 DIVISION OF STUDENT SERVICES

B. Approve/ratify an Individual Service Tuition Agreement between El Rancho Unified School District and *Autism Spectrum Therapies*. An El Rancho Unified School District student received services from this agency from September 1, 2012 to May 24, 2013 in accordance with Public Law 108-446 IDEA; Education Code Sections 56035, 56365-56366 and 56740. Total expenditure of \$38,925.00 is payable through the Federal and State Special Education Funds. This agreement will not modify the existing Master Contract with Autism Spectrum Therapies nor increase the agreed upon total cost of \$38,925.00 which was Board approved on November 8, 2012.

(Reference page 65)

C. Approve/ratify an Individual Service Tuition Agreement between El Rancho Unified School District and *Rossier Park Elementary*. An El Rancho Unified School District student attended this school from April 11, 2013 to June 30, 2013 in accordance with Public Law 108-446 IDEA; Education Code Sections 56035, 56365-56366 and 56740. Total expenditure of \$39,172.00 is payable through the Federal and State Special Education Funds. This agreement will not modify the existing Master Contract with Rossier Park Elementary nor increase the agreed upon total cost of \$39,172.00 which was Board approved on November 8, 2012.

(Reference page 66)

D. Approve/ratify agreement with consultant *McKee Music Therapy Services, LLC*, to provide IEP mandated Music Therapy services to student #82576 and music consultation services to staff from July 1, 2013 to June 30, 2014. Total expenditure of \$5,400.00 is payable from Federal and State Special Education Funds.

(Reference page 67)

12.3 DIVISION OF EDUCATIONAL SERVICES

A. Approve attendance for twenty (20) certificated staff members from El Rancho High School at the California Science Teachers Association Education Conference at the Palm Springs Convention Center, October 25-27, 2013. Total expenditure of \$10,070.00, which includes registration, substitutes, accommodations, mileage, and meals, is payable from El Rancho High School EIA/SCE (50%) and Title I (50%) Funds.

(Reference pages 68-69)

12.3 DIVISION OF EDUCATIONAL SERVICES

B. Approve participation for 100 El Rancho High School students, one (1) certificated staff member, and four (4) Rio Hondo College student advisors in the New Futuro College Prep Fair at the Los Angeles Convention Center in Los Angeles, California, on Saturday, September 28, 2013. Bus transportation will be provided at no cost to the district, and all expenses will be paid by New Futuro.

(Reference pages 70-71)

C. Approve consultant agreement with Dr. Hector Gonzalez for medical services rendered to the Varsity Football Team during seven games, effective September 3, 2013 – December 15, 2013. Total expenditure of \$75.00 per game worked, not to exceed a total of \$525.00, is payable from El Rancho High School ASB Funds.

(Reference pages 72-73)

D. Approve/Ratify Contract No. 099550:13:14 with the Los Angeles County Office of Education, Accountability, Support, and Monitoring, Migrant Education, for support services effective July 1, 2013 through June 30, 2014.

(Reference pages 74-82)

E. Approve/Ratify District Memorandum of Understanding between the Los Angeles County Office of Education Migrant Education Program – Region 10 and the El Rancho Unified School District, including Legal Assurances and Certifications for Local Educational Agencies, California Department of Education, Migrant Education Program, for Direct Services within the boundaries of our district, effective July 1, 2013 through June 30, 2014.

(Reference pages 83-103)

F. Approve twelve-month district subscription to EdLeader21, a professional learning community designed exclusively for 21st century education leaders, for the 2013-2014 school year. Total expenditure of \$7,500.00 is payable from State Lottery Funds.

(Reference pages 104-105)

12.4 DIVISION OF BUSINESS SERVICES

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

(Reference page 106)

B. Approve renewal of license agreement between El Rancho Unified School District and Plaza de la Raza Child Development Services, Inc. for the use of the kindergarten and rooms 1-2 at Pio Pico Elementary School as set forth in the license agreement. Total license fee is \$3,000.00 per month, effective August 9, 2013 through July 31, 2014.

(Reference pages 107-118)

12.4 DIVISION OF BUSINESS SERVICES

- C. Amend Board Item No. 15.4 E, approved April 18, 2013 implementation of deferred maintenance summer projects. Estimated project cost is \$900,000.00, payable from Deferred Maintenance and Capital Funds Measure "A" General Obligation Bond Funds.
(Reference page 119)
- D. Approve agreement between the El Rancho Unified School District and Pyro Spectaculars, Inc. to provide a full service fireworks display during the homecoming half-time event at El Rancho High School on October 18, 2013. Total cost is \$2,500.00 payable from El Rancho High School Associated Student Body Funds.
(Reference pages 120-124)

12.5 DIVISION OF HUMAN RESOURCES

- A. Approve Student Field Placement Agreement in Social Work between California State University, Long Beach and the El Rancho Unified School District.
(Reference pages 125-128)
- B. Approve/Ratify Student Teaching Agreement between Loyola Marymount University and the El Rancho Unified School District.
(Reference pages 129-131)
- C. Approve Certificated Personnel Register No. 2-2013/2014
(Reference pages 132-162)

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- 1. Authorization & Ratification of Employment:
 - a. Elementary Teachers from the Recall List (13) – Elementary Schools
Funding Source: District General Funds
Total Expenditure: \$1,051,214.30
Eff: 8/19/13
Arrata, Diana
Fodor, Kaylyn
Iturrino, Christine
Lahr, Sara
Ledden, Brendan
Oliver, Olivia
Oste, Marisa
Ponce, Bernice
Ponciano, Edwin
Prado, Shirley
Ramirez, Blanca
Valera-Barajas, Maria
Verbera, Judith

12.5 DIVISION OF HUMAN RESOURCES

- pg. 134 b. Secondary Teachers from the Recall List (7) – Middle/High Schools
Funding Source: District General Funds
Total Expenditure: \$512,396.08
Eff: 8/19/13
Barrios, Justin
Carreon, Lilia
Larios, Andrea
Morales, Manuel
Rubio, Israel
Salisbury, Beth
Shibata, Valentina
- pg. 135 c. Secondary Teacher-Probationary (1) – El Rancho High School
Funding Source: District General Funds
Total Expenditure: To be Determined
Eff: 8/19/13
Lopez, Rodrigo Diaz (Pending HR Clearance)
- pg. 136 d. Secondary Teacher-Probationary (1) – El Rancho High School
Funding Source: District General Funds
Total Expenditure: \$73,076.98
Eff: 8/19/13
Strayhorn, Stanley
- pg. 137 e. Special Education Teacher-Probationary (1) – South Ranchito
Elementary
Funding Source: Federal and State Special Education Funds
Total Expenditure: \$73,745.10
Eff: 8/19/13
Ramirez, Luz
- pg. 138 f. Mental Health Counselor-Temporary (1) – Student Services
Funding Source: Safe Schools/Healthy Students Grant
Total Expenditure: \$41,849.40
Eff: 8/12/13
Trujillo, Shireen
- pg. 139 g. Education Center Teachers-Temporary (7) – El Rancho Education
Center
Funding Source: El Rancho Education Center Funds
Total Expenditure: \$152,526.65
Eff: 8/19/13 – 6/5/14
Espana, Virginia
Garza, Nora
Johnson, Felicity
Noriega, Karen
Romo, Olimpia
Sirias, Brunilda
Taylor, Jacqueline

12.5 DIVISION OF HUMAN RESOURCES

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- h. Counselor-Temporary (1) – El Rancho Education Center
Funding Source: El Rancho Education Center Funds
Total Expenditure: \$27,379.59
Eff: 8/19/13 – 6/5/14
Silva, Patrick

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- i. Substitute Teachers (99) – Districtwide
Funding Source: District General Funds
Total Expenditure: \$148.98/per diem
Eff: 8/19/13

Adame, Kathryn Valerie
Alday, Susan Cortes
Alfaro, Jose Manuel
Alvarez, Jacquelyn Jauregui
Amezcuca, Cynthia
Angel, Lorenzo
Arce, Luz L.
Arellanes, Noemi
Arias, Rebecca Margarita
Arnesen-Sanchez, Shirley Jean
Atencio, Angela Codoner
Bakhtanians, Armineh
Barajas, Angelica Maria
Barba-Vasquez, Martha Patricia
Barnard, Alice Jeanne
Barrile, Jessica Anne
Base, Melissa Lora Papa
Berkovich, Gabriela
Blandio, Paul M.
Brown, Alexandra V.
Bueno, Belen C.
Cardenas, Yaneth M.
Colocho-Castillo, Marlin
Cuellar, Rosa Maria
De La Cruz Galvan, Mercedes
De La Cruz, Alma C.
De La Torre, Wendy
Drooks, Amy
Eshun-Wilson, Vivian
Fernandez, Jessica
Ferrara, Gaspare N.
Fierro, Antoinette C.
Flores, Eva Maria
Genis, Helen M.
Gonzalez-Rosas, Emma Carolina

12.5 DIVISION OF HUMAN RESOURCES

Gowen, Andrea K.
Gregg, Elizabeth Vasquez
Gurrola, Cynthia
Gutierrez, Marisol Andrea
Hean, Dhaline
Hendrix, Teah L.
Hernandez, Ana Carolina
Hernandez, Elizabeth Nunez
Holt-Surmon, Stephanie G.
Ikeda, Susan E.
Johnson, Gail Denise
Juarez, Esmeralda
Kadyan, Arutyun
Khandker, Lekha
Kuhn, Kimberly L.
Leonardi, Kendra
Lopez, Jesus E.
Lopez, Miguel
Lopez, Sandra
Luna, Maya
Magdaleno, Jesus
Martinez, Janae Elizabeth
Mc Daniel, Erin E.
Medina, Claudia
Mendoza, Louis A.
Mireles, Joe
Morales, Ana Lilia
Morales, Dennis R.
Muller, Michael
Murillo, Richard Genaro
Murillo-Garcia, Vera
Ngo, Jason
Ochoa, Jorge M.
Pacheco, Vivian Noelia
Perea, Robert
Prieto, Darlene S.
Quirarte, Mabiela
Quirarte, Selena Yvette
Ramirez, Mark R.
Ramos, Araceli
Rangel, Roman
Reed, Allyn
Rodriguez, April R.
Salas, Lisa

12.5 DIVISION OF HUMAN RESOURCES

Salazar, Cristina
Salcedo, Jessica Marie
Sanchez, Matthew
Schweich, Shauna H.
Sierra, Nora Liliana
Smith, Lateefah Mandisa
Solis, Maria G.
Szendzial, Cindy
Talavera, Rosa Adriana
Thomas, Paul A.
Toruno, Nastassia Brett
Trapani, George C.
Trujeque, Antonio Perez
Vasquez, Hilda Barajas
Vela, April
Velazquez, Nancy Patricia
Villalobos, Rachel
Villarruel, Claudia
Wilderson, Louis A.
Yannarell, Lorin M.

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2. Authorization & Ratification of Summer School Employment:
a. Psychologist (1) – Student Services
Funding Source: Federal and State Special Education Funds
Justification: The Mediated Agreements were signed after the July 11, 2013 board item deadline.
Total Expenditure: \$1,480.47
Eff: 7/10/13 – 8/6/13

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- Smeritschnig, Andreas
b. Counselor (1) – El Rancho Education Center
Funding Source: El Rancho Education Center Funds
Justification: Ratification is necessary due to the unexpected need and demand of the GED processing and administration.
Total Expenditure: \$1,500.25
Eff: 6/10/13 - 7/12/13
Silva, Patrick

12.5 DIVISION OF HUMAN RESOURCES

3. Authorization & Ratification of Extra-Duty, Extra-Pay Assignments for the 2013-2014 School Year:

HUMAN RESOURCES:

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- a. Extra-Duty, Extra-Pay Assignment
Certificated Staff (4) – Various Sites
Funding Source: El Rancho Education Center Funds
Total Expenditure: \$8,663.76
Eff: 8/26/13 – 6/15/14

Alonso, Cecilio (El Rancho High) Alternate
Diaz, Danny (El Rancho High) Alternate
LaPlante, Martine (North Park) Instructor
Larrache, Freddy (El Rancho High) Alternate

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- b. Supplemental Pay Assignment
Certificated Staff (1) – El Rancho High
Funding Source: District General Fund
Total Expenditure: \$4,865.92
Eff: 8/22/13 – 6/5/14

<u>Staff</u>	<u>Assignment</u>
Elliott, Sylvia	Drill Team

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- c. Supplemental Pay Assignment
Certificated Staff (1) – El Rancho High
Funding Source: District General Fund
Justification: Item was submitted with wrong title of assignment at the July Board, and was tabled, therefore, ratification is necessary.
Total Expenditure: \$2,916.57
Eff: 7/13/13 – 11/30/13

<u>Staff</u>	<u>Assignment</u>
Correa, Gerardo	Boys Jr. Varsity Water Polo

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- d. Supplemental Pay Assignment
Certificated Staff (1) – El Rancho High
Funding Source: District General Funds
Justification: Paperwork was not submitted to Human Resources in time for the July Board, therefore ratification is necessary.
Total Expenditure: \$2,916.57
Eff: 7/13/13 – 2/28/14

<u>Staff</u>	<u>Assignment</u>
Sanchez, Matthew	Boys' Basketball Varsity Asst.

12.5 DIVISION OF HUMAN RESOURCES

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e. Supplemental Pay Assignment

Certificated Staff (1) – El Rancho High

Funding Source: District General Fund

Justification: Paperwork was not submitted to Human Resources in time for the July Board, therefore ratification is necessary.

Total Expenditure: \$687.60

Eff: 7/12/13 – 8/22/13

Staff

Madina, David

Assignment

Girls' X-Country JV

STUDENT SERVICES:

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f. Extra-duty, Extra-pay Assignment

Certificated Staff (53) – Various Sites

Funding Source: Independent Study/Home Teaching Program Account

Total Expenditure: \$125,343.75

Eff: 8/21/13 – 6/5/14

Alcaraz, Tania

Alonso, Janet

Baleskie, Teresa

Bielejeski, Kimberly

Bronson, Christopher

Chita-Williams, Roxanne

Cunningham, Sean

Flores, Veronica

Lam, Dawn

Gallegos, Dolores

Jose, Melinda

Kerr, Megan

Leal, April

Lincoln, Thea

Lopez-Cadena, Erin

Madera Arriola, Delia

Martinez, Isela

Mendoza, Steven

Paolucci, Gina

Pizana, Socorro

Rivas, Oscar

Shepherd, Maisha

Stinson, Sharon

Esquivel-Torres, Tammy

Walker, Brian

Webster, Sally

Zeko, Paul

Aguirre, Rachel

Arrata, Diana

Bernal, Sofia

Brandt, Paul

Carreon, Lilia

Cordova, Sylvva

Farris, April

Fodor, Kaylyn

Galarza, Carlos

Gonzalez, Bernadette

Kaszycki, William

Knapp, Dean

Leos, Mia

Lopez, Gabriel

Mackay, Erin

Marquez, Lena

Mattingly, Lisa

Miranda, April

Perez, Lavelle

Rojo, Gabriela

Salcido, Paula

Sierra, Ronald

Torres, Lourdes

Vega, Paulina

Walker, Earnestine

Wing, James

12.5 DIVISION OF HUMAN RESOURCES

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- g. Extra-duty, Extra-pay Assignment
Certificated Staff (14) – Various Sites
Funding Source: Safe Schools/Healthy Students Grant
Total Expenditure: \$44,694.00
Eff: 8/21/13 – 6/5/14
- | | |
|-------------------------|-----------------------|
| Alonso, Janet | Rio Vista |
| Davila, Tracy | Durfee |
| Garcia, Alma | Burke |
| Hernandez, Jose | South Ranchito |
| Herrera-Novelo, Carolyn | Rivera Elementary |
| Katsumura, Claire | El Rancho High School |
| Maley, Lorena Arellano | Birney |
| Rosales, Alejandra | El Rancho High School |
| Stinson, Sharon | Valencia |
| Salcido, Paula | North Ranchito |
| Shibata, Valentina | Salazar |
| Silva, Dona | Magee |
| Tanielu, Maritel | North Park |
| Valenzuela, Aracely | Rivera Middle |

EDUCATIONAL SERVICES:

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- h. Extra-Duty, Extra-Pay Assignment
Certificated Staff Members (18) – Durfee Elementary
Funding Source: EIA/LEP Funds
Total Expenditure: \$9,586.29
Eff: 9/3/13 – 5/15/14
- Arroyo, Barbara
Cunningham, Sean
Davila, Tracy
De La Cruz, Christine
Fisher, Ana
Garcia, Shauna
Gollette, Judithanne
Gutierrez, Amalia
Kuftedjian, Alice
Martinez, Linda
Miranda, April
Mishler, Maryann
Olvera, Marie Ann
Pizana, Socorro
Robledo, Debbie
Sermeno, David
Sethman, Mikki
Torres, David

12.5 DIVISION OF HUMAN RESOURCES

- pg. 156 i. Extra-Duty, Extra-Pay Assignment
Certificated Counselor (1) – El Rancho High
Funding Source: EIA/SCE Funds
Total Expenditure: \$6,192.16
Eff: 8/21/13 – 6/6/14
Sell, Jan
- pg. 157 j. Extra-Duty, Extra-Pay Assignment
Certificated Staff Member (1) – El Rancho High
Funding Source: EIA/SCE Funds
Total Expenditure: \$721.98
Eff: 8/21/13 – 6/6/14
Martinez, Martin
- pg. 158 4. Authorization of Request for Job Share:
a. Teachers (2) – Valencia Elementary
Eff: 8/19/13
Gonzalez, Maria
Manriquez, Gina
- pg. 159 5. Authorization of Request for Extension of Personal Leave of Absence:
a. Teacher (1) – Magee
Eff: 8/19/13 – 9/30/13
Hampton, Kathleen
- pg. 160-161 6. Authorization & Ratification of Request for Resignation:
a. Teachers (2) – Rivera Middle
Eff: 7/16/13
Chiboucas, Gigi
Macias, Natalie
- pg. 162 b. Psychologist (1) – Student Services
Eff: 8/6/13
Johnson-Quezada, Inger
- D. Approve Classified Personnel Register No. 2-2013/2014
(Reference pages 163-207)
- pg. 164 1. Authorization & Ratification of Summer Employment for Summer 2013:
a. Clerical Substitutes (2) – South Ranchito Elementary
Funding Source: Site General Funds
Justification: Previous board item pulled, which was to approve two employees for this assignment, in order to offer assignment to two employees from the 39-month Re-hire List.
Total Expenditure: \$282.21
Eff: 8/5/13 – 8/20/13
Carpio, Maria
Mena, Valerie

12.5 DIVISION OF HUMAN RESOURCES

- pg. 165 b. Instructional Aides-SH (2) – Student Services
Funding Source: Federal & State Special Education Funds
Justification: Ratification is necessary due to parents continuing to submit applications for summer school up to and even after the start of the summer session.
Eff: 6/10/13 – 7/5/13
 Pedroza, Araceli \$2,122.20
 Rivas, Frances \$2,258.19
- pg. 166 c. Bus Rider (4) – Student Services
Funding Source: Federal & State Special Education Funds
Justification: Ratification is necessary due to parents continuing to submit applications for summer school up to and even after the start of the summer session.
Payable at: \$17.50/hr.
Eff: 6/10/13 – 8/16/13
 Acosta, Arleen
 Jacome, Yohana
 Cabrera, Candice
 Reynoso, Elizabeth
- pg. 167 2. Authorization of Employment for the 2013-2014 School Year:
a. Behavior Technician (2) – Student Services
Funding Source: Federal & State Special Education Funds
Total Expenditure: \$3,038.02/mo.
Eff: 8/21/13
 Garcia, De’ Anne
 Moore, Everett
- pg. 168-169 b. Bus Rider (53) – Student Services
Funding Source: Federal & State Special Education Funds
Payable at: \$17.50/hr.
Eff: 7/1/13– 6/30/14
 Aguilar, Maria Allen, Johnathan
 Alvarez, Marlene Amador, Yuliana
 Appel, Shirley Becerra, Jaime
 Burgess, Holly Ceballos, Carmen
 Butt, Jacqueline Butt, Rehan
 Castillo, Ashley Chacon, Dolores
 Cruz, Helen Delgado, Daniel A.
 Espinoza, Jeanette Espinosa, Rosemarie
 Espinoza, Susan Flores, Beatrice
 Galan, Candice Gallegos, Yvonne
 Garcia, Veronica Gaxiola, Alicia
 Giron, Rosemarie Gomez, Luis
 Gonzalez, Connie Gonzalez, Edith

12.5 DIVISION OF HUMAN RESOURCES

Gonzalez, Nickolas	Gonzalez, Vivian
Guerrero, Maria	Guzman, Lydia
Lomas, Delia	Lornn, Kakla
Lornn, Malis	Macias, Natalie
Martin, Libby	Mendoza, Silvana
Moreno, Leticia	Moreno, Suzanne
Navarro, Teresita	Nossett, Jasmin
Ochoa, Gloria	Paez, Michael
Perez, Jennifer	Perez, Xiomara
Reyes, Yolanda	Rios, Teresa
Rodriguez, Daisy	Rodriguez, Erlinda
Ruiz, Jacqueline	Sam, Sony
Santillan, Daisy	Simental, Yvette
Valdez, Jennie	Vazquez, Maria

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c. Special Ed. Instructional Aide Substitutes (54) – Student Services

Funding Source: Federal & State Special Education Funds

Payable at: \$17.50/hr.

Eff: 7/1/13 – 6/30/14

Aguilar, Maria	Allen, Johnathan
Alvarez, Marlene	Amador, Yuliana
Appel, Shirley	Becerra, Jaime
Burgess, Holly	Ceballos, Carmen
Butt, Jacqueline	Butt, Rehan
Castillo, Ashley	Chacon, Dolores
Cruz, Helen	Delgado, Daniel A.
Espinoza, Jeanette	Espinosa, Rosemarie
Espinoza, Susan	Flores, Beatrice
Galan, Candice	Gallegos, Yvonne
Garcia, Veronica	Gaxiola, Alicia
Giron, Rosemarie	Gomez, Luis
Gonzalez, Connie	Gonzalez, Edith
Gonzalez, Nickolas	Gonzalez, Vivian
Guerrero, Maria	Guzman, Lydia
Lomas, Delia	Lornn, Kakla
Lornn, Malis	Macias, Natalie
Martin, Libby	Mendoza, Silvana
Moreno, Leticia	Moreno, Suzanne
Navarro, Teresita	Nossett, Jasmin
Ochoa, Gloria	Paez, Michael
Perez, Jennifer	Perez, Xiomara
Reyes, Yolanda	Rios, Teresa
Rodriguez, Daisy	Rodriguez, Erlinda
Ruiz, Jacqueline	Sam, Sony
Santillan, Daisy	Simental, Yvette
Valdez, Jennie	Vazquez, Maria

12.5 DIVISION OF HUMAN RESOURCES

- pg. 172
3. Authorization of Recall of Employment from the 39-Month Re-employment list for the 2013-2014 School Year:
a. Special Ed. Inst. Aide (2) - Student Services
Funding Source: Federal & State Special Education Funds
Eff: 8/21/13
Garcia, Gabriel \$1,977.80/mo.
Soltero, Olivia \$3,975.55/mo.
- pg. 173-174
4. Authorization & Ratification of Substitute Employment for the 2013-2014 School Year:
a. Custodial Substitutes (18) – Maintenance & Operations
Funding Source: District General Funds
Payable at: \$18.47/hr.
Eff: 7/1/13 – 6/30/14
Alonzo, Arlene Rita
Becerra, Jaime
Chavez, Maria
Chavez, Nina
Cruz, Helen
Estrada, Cecilia
Flores, Beatrice
Gallegos, Yvonne
Gonzalez, Vivian
Guerrero, Maria
Guzman, Lydia
Paez, Michael
Rios, Teresa
Salazar, Lizette
Valdez, Jennie
Valenzuela, Ninfa
Vazquez, Maria
Viramontes, Veronica
- pg. 175
5. Authorization and Ratification of Unclassified Employment:
a. Student Helper (11) – Food Services
Funding Source: Food Services
Payable at: \$20.09/day
Eff: 8/21/13 – 6/5/14
Barrios, Rocio
Colindres, Genesis (Pending HR Clearance)
Fernandez, Lucy
Jimenez, Mayra
Larrache, Giovanni
Medina, Luis

12.5 DIVISION OF HUMAN RESOURCES

- Murillo, Saul
Navarrette, Jonathan (Pending HR Clearance)
Salazar, James
Saldana, Robert
Salinas, Joseph (Pending HR Clearance)
- pg. 176 b. Instructional Aide Trainee (2) – Rio Vista
Funding Source: Site General Funds
Payable at: \$12.72/hr.
Eff: 8/21/13 – 6/5/14
-
- pg. 177 c. Noon Supervisor (5) – Durfee
Funding Source: Site General Funds
Payable at: \$21.40/day
Eff: 8/21/13 – 6/5/14
Barzalobre, Josefina
Calderon, Barbara
Mendoza, Evelia
Nava, Ramona
Saucedo, Natalie
- pg. 178 d. Noon Supervisor (2) – North Park Middle
Funding: District General Funds
Payable at: \$29.42/day
Eff: 8/21/13 – 6/5/14
Chavez De Rodriguez, Maria
Preciado, Elvia
- pg. 179 e. Noon Supervisor (4) – North Ranchito
Funding Source: District General Funds
Eff: 8/21/13 – 6/5/14
Payable at: \$40.12/day
Berrospe, Alma
Dominguez, Rose
Gonzalez, Ana Maria
Rodriguez, Angela
- pg. 180-181 f. Noon Supervisor (9) – Rivera Elementary
Funding Source: Site General Funds
Eff: 8/21/13 – 6/5/14
Campos, Rachel \$29.42/day
Espinoza, Elida \$8.02/day
Espinoza, Yvonne \$16.05/day
Hernandez, Linda (Pending HR Clearance) \$21.40/day
Luna, Maricela \$8.02/day
Maduro, Michael \$21.40/day

12.5 DIVISION OF HUMAN RESOURCES

- pg. 182
- Ramirez, Roy \$16.05/day
Rodriguez, Gloria \$29.42/day
Rodriguez, Tamra (Pending HR Clearance) \$13.37/day
- g. Noon Supervisor (4) – South Ranchito
Funding Source: District General Funds
Eff: 8/21/13 – 6/5/14
Estrada, Susan \$21.40/day
Garcia, Raelene \$29.42/day
Ochoa, Marisol \$32.10/day
Perez, Petra \$21.40/day
- pg. 183
- h. Noon Supervisor (4) – Valencia
Funding Source: District General Funds
Eff: 8/21/13 – 6/5/14
Aleman, Irma \$10.70/day
Rodriguez, Anna \$29.42/day
Gomez Orozco, Irene \$21.40/day
Vasquez, Lourdes \$18.72/day
- pg. 184
- i. Noon Supervisor (15) – District Wide
Funding Source: District General Funds
Payable at: \$10.70/day
Eff: 8/21/13 – 6/5/14
Aguilar, Cristal
Alvarez, Darlene
Bonilla, Michelle
Carrasco, Maria
Casillas, Beatriz
Diaz, Sharon
Garcia, Lena
Gonzalez, Erika
Griego, Emily Ann
Montano, Tracey
Pacheco, Carlos
Ramirez, Vianney
Rodriguez, Anna
Tortolero, Eileen
Trujillo, Maricel
- pg. 185
- j. Safe School and Violence Prevention Officer (1) – Burke Middle
Funding Source: ELA/SCE
Payable at: \$65.67/day
Eff: 8/21/13 – 6/5/14
Andrews, Joshua

12.5 DIVISION OF HUMAN RESOURCES

- pg. 186 k. Safe School and Violence Prevention Officer (1) – Burke Middle
Funding Source: District General Funds
Payable at: \$65.67/day
Eff: 8/21/13 – 6/5/14
Guerrero, Isabel
- pg. 187 l. College Tutor (5) – Durfee
Funding Source: Discretionary General Funds
Payable at: \$66.50/day
Eff: 8/21/13 – 6/5/14
Alcala, Moses
- pg. 188 m. College Tutor (4) – Durfee
Funding Source: Title I Funds
Payable at: \$66.50/day
Eff: 8/21/13 – 6/5/14
Lazo, Christine
Maturino, Priscilla
Panigaban, Karen
Ramon, Mayra
- pg. 189 n. College Tutor (3) – North Ranchito
Funding Source: Title I Funds 66% / EIA/LEP 34%
Payable at: \$62.35/day
Eff: 8/21/13 – 6/5/14
Barrientos, Alejandra
Guzman, Geraldine
Rubio, Jennifer
- pg. 190 o. College Tutor (3) – South Ranchito
Funding Source: EIA/LEP 50% / Title I 50%
Payable at: \$58.19/day
Eff: 8/21/13 – 6/5/14
Escalera, Andres (Pending HR Clearance)
Moreno, Paloma
Ochoa, Jerry
- pg. 191 p. College Tutor (2) – Valencia
Funding Source: Title I 66% / EIA/LEP 34%
Payable at: \$58.19/day
Eff: 8/21/13 – 6/5/14
Flores, Aaron
Flores, Kristina

12.5 DIVISION OF HUMAN RESOURCES

- pg. 192 q. Seasonal CELDT Assessor (5) – Categorical Programs
Funding Source: Testing Funds
Payable at: \$147.93/day
Eff: 8/19/13 – 6/5/14
Contreras, Elva
Lomeli, Monica
Mauricio, Yvette
Montano-Briseno, Olga
Ochoa Hinojos, Victoria
- pg. 193 r. District Security (1) – El Rancho Education Center
Funding Source: E.R.E.C Funds
Payable: \$43.95 for every 4 hours worked
Eff: 8/21/13 – 6/5/14
Moreno, James
- pg. 194 s. District Security (1) – Districtwide
Funding Source: District General Funds
Justification: Human Resources received the requisition for this assignment after the July Board deadline, therefore, ratification is necessary.
Payable at: \$43.95 for every 4 hours worked
Eff: 7/29/13 – 6/5/14
Perez, Joe J.
- pg. 195 t. Boys Football JV Head Coach (1) - El Rancho High
Funding Source: District General Funds
Total Expenditure: \$4,258.08 per coach
Eff: 8/9/13 – 11/30/13
Cambero, Rodolfo
- pg. 196 u. Girls Water Polo Varsity Head Coach (1) – El Rancho High
Funding Source: District General Funds
Total Expenditure: \$4,006.94 per coach
Eff: 8/9/13 – 1/30/14
Carbajal, Mehgan
- pg. 197 v. Boys Basketball JV Head Coach (1) – El Rancho High
Funding Source: District General Funds
Justification: Paperwork was not submitted to Human Resources in time for the July Board, therefore, ratification is necessary.
Total Expenditure: \$4,006.94 per coach
Eff: 7/13/13 – 2/28/14
Chacon, Jason
- pg. 198 w. Girls Soccer Varsity Head Coach (1) – El Rancho High
Funding Source: District General Funds
Total Expenditure: \$4,006.94 per coach
Eff: 8/9/13 – 2/28/14
Coria, Ricardo

12.5 DIVISION OF HUMAN RESOURCES

- pg. 199 x. Boys Football JV Assistant Coach (1) – El Rancho High
Funding Source: District General Funds
Justification: Paperwork was not submitted to Human Resources in time for the July Board, therefore, ratification is necessary.
Total Expenditure: \$4,006.94 per coach
Eff: 7/12/13 – 11/30/13
Montes, Matthew
- pg. 200 y. Boys Football JV Assistant Coach (1) – El Rancho High
Funding Source: District General Funds
Justification: It was necessary to wait for CTC clearance prior to submitting to board.
Total Expenditure: \$3,460.71 per coach
Eff: 7/11/13 – 11/30/13
Allen, Cedrick
- pg. 201 z. Girls Volleyball Frosh/Soph Head Coach (1) – El Rancho High
Funding Source: District General Funds
Total Expenditure: \$2,665.85 per coach
Eff: 8/9/13 – 12/1/13
Sanchez, Freddy
- pg. 202 aa. Boys Cross Country Varsity Assistant Coach (1) – El Rancho High
Funding Source: A.S.B. Cross Country Funds
Total Expenditure: \$753.42 per coach
Eff: 8/9/13 – 9/1/13
Guevara, Luis (Pending HR Clearance)
- pg. 203 6. Authorization & Ratification of Request for Early Retirement:
a. Health Service Assistant (1) – Burke Middle
Eff: 7/22/13
Chavez, Catherine
- pg. 204 b. Clerk Typist I (1) – Rivera Elementary
Eff: 8/4/13
Hernandez, Frances O.
- pg. 205 7. Authorization & Ratification of Request for Retirement:
a. Custodian (1) – El Rancho High School
Eff: 5/18/13
Rios, Arnaldo
- pg. 206 b. Instructional Aide III (1) No. Ranchito
Eff: 5/16/13
Perez, Dolores
- pg. 207 c. Instructional Aide/L.H. – (1) Birney
Eff: 7/06/13
Giron, Rosemarie

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

- A. Approve the return of Eugene Obregon’s Congressional Medal of Honor and portrait to his sole surviving sister, Virginia LaCarra.
(Reference page 208)

M _____ S _____ Vote _____

- B. Approve agreement for services with Screenvision Direct for local cinema advertising for a 52-week period beginning September 9, 2013 at the Pico Rivera Krikorian Theatre. Total cost of \$8,580.00 is payable from District General Funds in accordance with the terms and conditions of the agreement.
(Reference pages 209-213)

M _____ S _____ Vote _____

- C. Authorize the Superintendent and/or designee to engage in the Request for Proposal (RFP) process for architectural services to modernize and upgrade the El Rancho High School Culinary Arts facilities funded through Measure “A” General Obligation Bond Funds.
(Reference page 214)

M _____ S _____ Vote _____

- D. Authorize the Superintendent to enter into an agreement with Brown University’s Urban Education Program.
(Reference pages 215-217)

M _____ S _____ Vote _____

- E. Authorize the Superintendent to enter into a Retainer Agreement for Legal Services with the law firm of Garcia, Hernandez, Sawhney & Bermudez, LLP effective August 8, 2013 in accordance with the terms and conditions of the agreement.
(Reference pages 218-221)

M _____ S _____ Vote _____

14.2 DIVISION OF STUDENT SERVICES

None

14.3 DIVISION OF EDUCATIONAL SERVICES

- A. Approve field trips sponsored by the Cisneros Foundation/Generation 1st Degree for El Rancho Unified School District students, effective August 9, 2013 through August 31, 2014. All costs associated with field trips will be paid by the Cisneros Foundation/Generation 1st Degree and/or district funds, if needed.

(Reference page 222)

M _____ S _____ Vote _____

14.4 DIVISION OF BUSINESS SERVICES

- 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 not to exceed \$320,000.00 payable from Measure "A" General Obligation Bond Funds.

(Reference pages 223-251)

M _____ S _____ Vote _____

- B. Approve to accept proposal submitted by Forensic Analytical Consulting Services to conduct an inspection and prepare a mold and moisture assessment of the girls' locker room and adjacent weight room at El Rancho High School. Total cost not to exceed \$1,250.00 payable from Measure "A" General Obligation Bond Funds.

(Reference pages 252-257)

M _____ S _____ Vote _____

14.4 DIVISION OF BUSINESS SERVICES

- C. Approve agreement between El Rancho Unified School District and School Innovations & Achievement, Inc. to provide consulting services to assist the District in the preparation and filing of reimbursement claims for the costs of the Mandate Reimbursement Process Program legislatively mandated by the State of California. Agreement shall be effective upon approval and automatically expire on June 30, 2016. Total cost is \$26,300.00 annually, payable from General Funds and reimbursable under the mandate claim process.

(Reference pages 258-264)

M _____ S _____ Vote _____

- D. Approve acceptance of proposal by Tech Ed Services, Inc. for professional services to assist the District with the Universal Service Fund (E-Rate) Application process for Funding Year 2014. Total cost of \$27,500.00 is payable from District General Funds/E-Rate Funds.

(Reference pages 265-267)

M _____ S _____ Vote _____

- E. Approve proposal by Tech Ed Services, Inc. for assistance with the development of the El Rancho Unified School District's 2014-2017 District Technology Use Plan, effective August 9, 2013 through June 30, 2014. Total expenditure of \$19,500.00 is payable in portions as each phase of the project is completed, as listed, from District General Funds.

(Reference pages 268-269)

M _____ S _____ Vote _____

- F. Approve annual 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 270-271)

M _____ S _____ Vote _____

14.5 DIVISION OF HUMAN RESOURCES

- A. Approve appointment to the position of Director of Student Services for the 2013-2014 school year.
(Reference page 272)

M_____S_____Vote_____

- B. Approve appointment to the position of High School Principal for the 2013-2014 school year.
(Reference page 273)

M_____S_____Vote_____

- C. Approve appointment to the position of Elementary Principal for the 2013-2014 school year.
(Reference page 274)

M_____S_____Vote_____

- D. Approve appointment to the position of Assistant Principal for the 2013-2014 school year.
(Reference page 275)

M_____S_____Vote_____

- E. Approve/Ratify Tentative Agreements/Memorandums of Understanding between the California School Employees Association and the El Rancho Unified School District.
(Reference pages 276-285)

M_____S_____Vote_____

- F. Approve/Ratify Tentative Agreements/Memorandums of Understanding between the El Rancho Federation of Teachers and the El Rancho Unified School District.
(Reference pages 286-288)

M_____S_____Vote_____

- G. Approve Amendment to the Employment Contract between El Rancho Unified School District and Martin Galindo to clarify Superintendent's work year and rate of pay.
(Reference pages 289-299)

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.

FUTURE BOARD MEETINGS

Thursday, September 12, 2013 Regular Public Mtg. (7:30 p.m. Open Session) at City Hall
Thursday, October 10, 2013 Regular Public Mtg. (7:30 p.m. Open Session) at City Hall

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 8.1

ISSUE:

Local Control Funding Formula (LCFF) presentation by *Leticia Covarrubias, Chief Business Officer and Roxane Fuentes, Assistant Superintendent, Educational Services.*

ANALYSIS:

This year the Governor and Legislature have enacted the most far reaching reform of California's school finance system since the early 1970's. Enactment of the 2013-14 Budget Act (Assembly Bill [AB] 110) and education finance trailer bill AB 97 culminates a two-year effort by the Governor to make the school finance system simpler, more transparent, and more equitable.

Along with a new Local Control Funding Formula (LCFF), the Governor and the Legislature enacted potentially far-reaching changes to the accountability system, which could influence school site allocations and trigger interventions if certain academic performance targets are not met.

The Chief Business Officer along with the Assistant Superintendent, Educational Services will provide a concise power-point presentation explaining the Local Control Funding Formula and its impact to El Rancho Unified School District.

Item 8.2

ISSUE:

Citizens' Bond Oversight Committee (CBOC) update by *Leticia Covarrubias, Chief Business Officer.*

ANALYSIS:

The Citizens' Bond Oversight Committee made several recommendations to help accomplish their goals as the "watchdog" of bond funds. The District reviewed their recommendations and identified those recommendations as follows:

1. Communication
2. Training
3. Master plan development
4. Conduct study session
5. Board agenda / bond items
6. Bond website
7. Committee membership
8. Collaboration

The Chief Business Officer will provide a power-point presentation of the CBOC recommendations implemented and recommendations pending implementation.

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

July 11, 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 (arrived at 7:20 p.m.)

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

- 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 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.

Item 12.1 A

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.

Motion: Rivera Second: Renteria Vote: 5-0 PASSED *with amendments and exceptions*

Amendments and exceptions:

<i>Item 12.1 B – Amended</i>	<i>Item 12.5 C.3.b – Pulled</i>
<i>Item 12.1 C – Amended</i>	<i>Item 12.5 C.4.a – Pulled</i>
<i>Item 12.1 D – Amended</i>	<i>Item 12.5 C.5.b – Pulled</i>
<i>Item 12.5 B.4.d – Amended</i>	<i>Item 12.5 C.7.b – Pulled</i>
<i>Item 12.5 C.2.b – Amended</i>	<i>Item 12.5 C.7.c – Amended</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
- 7.2 Recognition of El Rancho High School Varsity Baseball Team
- 7.3 Recognition of 2013 Whittier Daily News Coaches of the Year, Dominic Picon and Frank Llanes

8. PUBLIC ANNOUNCEMENT OF ACTIONS TAKEN IN CLOSED SESSION

Mrs. Alvidrez announced that no action took place 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.

- David Narvaez welcomed Martin Galindo and Leticia Covarrubias to the District. He indicated classified staff were rallying in support of instructional aides.

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

- Rico Tamayo pointed out that there are laid off teachers waiting for approval to return. He spoke of high profile leadership positions that are open; hopes that the process to fill them happens quickly.
- Louis Salcido offered kudos and congratulations on the *Highlights* publication. He suggested that it be published three times per year and provided to every business in Pico Rivera. Mr. Salcido commented on the Latino Graduate Celebration at Whittier College where five El Rancho students participated. He spoke of the lack of instructional minutes at El Rancho High School.
- Bev Johnson thanked the administration for removing items pertaining to classified employment from the agenda. She spoke of solar energy and asked for it to be looked into. She requested the Board to pull the item from the agenda related to the approval of a contract with Spectrum until everyone fully understands the program and what it entails.
- Lourdes Serrano addressed the Board about special education aide layoffs.
- Aurora Villon welcomed Mr. Galindo and Ms. Covarrubias to the District. She shared the recent Board Study Session with the Citizens' Bond Oversight Committee was one of the most constructive meetings that they have had; that we are moving in a positive direction.

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.

- Alfred Renteria attended Relay for Life and bingo at the high school. He commented about the need to scrutinize all contracts put forth and to be educated and knowledgeable of language in them.
- Rita Jo Ramirez thanked Ms. Villon for her comments on the Board Study Session with the Citizens' Bond Oversight Committee.
- Rachel Canchola welcomed Martin Galindo to the District. She is confident that the Citizens' Bond Oversight Committee meetings with the Board will continue. Ms. Canchola pointed out employee seniority lists are posted on the District web site. She recently attended the Teen Court summit. She acknowledged the importance of teacher's aides and support staff.
- Dr. Joseph Rivera welcomed Mr. Galindo and Leticia Covarrubias to the District. He questioned the Desired Results Development Profile for our ELL pre-school children and what is being done to address their language needs. He shared that the District took the position of writing contracts in an effort to ensure that contractual obligations are in the District's favor. Dr. Rivera assisted the Birney Dad's Club with their annual fireworks stand. He thanked the administration for pulling the classified employment items from the agenda and the effort to keep the District financially solvent.
- Delia Alvidrez thanked Mr. Galindo for all the things that he has done so far. She thanked Ms. Villon and the Oversight Committee for all the positive work at the Study Session.

11. 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.

- Martin Galindo provided his 100 Day Plan to the Board for review. He outlined his goals which contain six areas of focus. He shared what he has done during his first two weeks in the District.

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.***

- David Angelo is anxious to see the high school pool and locker room project getting started. He pointed out that contracts have complexities; that we need to understand what we are signing and know what we are paying for.
- Margaret Martinez-Ingle addressed the Board about pre-school teachers being employed on a temporary basis. She spoke of their service through many years and the expertise they bring to the District.

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: Ramirez

Second: Rivera

12.1 SUPERINTENDENT'S OFFICE

- A. Approved 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.

12.2 SUPERINTENDENT'S OFFICE

Item 12.1 A

- ~~D. B-~~ Approved amendment of 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.
- ~~B. C-~~ Approved 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.
- ~~C. D-~~ Approved 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.

12.2 DIVISION OF STUDENT SERVICES

- A. Approved/ratified 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.
- ~~B-~~ *Withdrawn for discussion and action under Item 14.2* 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.
- ~~C-~~ *Withdrawn for discussion and action under Item 14.2* 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.

12.2 DIVISION OF STUDENT SERVICES**Item 12.1 A**

- ~~D. *Withdrawn for discussion and action under Item 14.2* 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.~~
- ~~E. *Withdrawn for discussion and action under Item 14.2* 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.~~
- F. Approved/ratified 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.

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

- A. Approved 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.
- B. Approved 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.
- C. Approved 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.

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

- D. Approved 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.
- E. Approved 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.
- F. Approved 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.
- G. Approved the 2013-2014 instructional schedules for El Rancho Unified School District elementary and high schools.

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

- ~~A. *Withdrawn for discussion and action under Item 14.4* Approve/Ratify Business Services reports for the month of June 2013.~~
- B. Approved 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.
- ~~C. *Withdrawn for discussion and action under Item 14.4* 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.~~
- ~~D. *Withdrawn for discussion and action under Item 14.4* 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.~~

12.4 DIVISION OF BUSINESS SERVICES – Leticia Covarrubias: 801-5294 **Item 12.1 A**

- E. Approved 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.
- F. Approved 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.
- G. ~~*Withdrawn for discussion and action under Item 14.4*~~ 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/Tuancy 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.
- H. ~~*Withdrawn for discussion and action under Item 14.4*~~ 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.
- I. Approved 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.

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

- A. Approved Student Teaching Agreement between the El Rancho Unified School District and Whittier College for the 2013-2014 school year.
- B. Approved/Ratified *with amendments and exceptions* Certificated Personnel Register No. 1-2013/2014
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

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

Item 12.1 A

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

- 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

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

Blandio, Paul
Delgado, Rosa
Diaz, Daniel
Gurrola, Cynthia
Jaramillo, Rosa
Kadyan, Arutyun
Mendoza, Luis A.
Ochoa, Jorge
Sanchez, Matthew

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
Alcaarez, Tania
Farris, April
Kerr, Megas
Vega, Paulina

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

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)

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)~~

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

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)
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)

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

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)
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

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

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

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. Amended 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
PULLED 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

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

Sauceda, Rudy Varsity Asst., Football
Wynn, Tirrell Varsity, Boys' Cross Country

e. *Withdrawn for discussion and action under Item 14.5*

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~~

Staff _____ Assignment

~~Wynn, Tirrell _____ Varsity, Boys' Cross Country~~

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

Staff _____ Assignment

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

Staff _____ Assignment

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

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

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

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Bae, Minerva
Barrios, Angie
Bielejeski, Kimberly
Boyce, Darrick
Canizales, Pedro
Charmello, John
Cosentino, Joleene
Craft, Cliff
Flores, Rene
Gallegos, Dolores
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
Sermenon, 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. *Withdrawn for discussion and action under Item 14.5*
Authorization of Request for Personal Leave of Absence:
a. ~~Teachers (2) – Rivera Middle~~
~~Eff: 8/19/13 – 6/30/14~~
~~Chiboucas, Gigi~~
~~Macias, Natalie~~

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

- 6. Authorization & Ratification of Request for Resignation:
 - a. Speech & Language Pathologist (1) – Student Services
Eff: 6/28/13
Ramirez, Diana

C. Approved *with amendments and exceptions* Classified Personnel Register No. 1-2013/2014

- 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

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

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

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b. *Amended* 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~~

b.1. *Withdrawn for discussion and action under Item 14.5*

~~Substitute Cafeteria Manager I (1) – Food Services~~

~~Funding Source: Food Services~~

~~Payable at: \$19.29/hr.~~

~~Eff: 6/10/13 – 7/26/13~~

~~Renteria, Margaret~~

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. ~~**PULLED** 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.~~

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

4. PULLED 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

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

Mendoza, Silvana
 Moreno, Suzanne
 Nossett, Jasmin
 Perez, Jennifer
 Perez, Xiomara
 Rodriguez, Daisy
 Ruiz, Jacqueline
 Santillan, Daisy
 Simental, Yvette

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. ~~PULLED 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)

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

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
 - b. ~~PULLED 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. **AMENDED** Instructional Aide Trainee (2) – South Ranchito Elementary
Funding Source: Site General Funds
Payable at: \$10.13/hr.
Eff: 7/1/13 – ~~8/20/13~~ **7/12/13**
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

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

Item 12.1 A

- 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
- 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
Cameros, 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

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

- 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
- 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

Motion: Ramirez Second: Rivera Vote: 5-0 PASSED *with exceptions*

Exceptions:

- Item 12.2 B – Withdrawn for discussion and action under Item 14.2*
- Item 12.2 C – Withdrawn for discussion and action under Item 14.2*
- Item 12.2 D – Withdrawn for discussion and action under Item 14.2*
- Item 12.2 E – Withdrawn for discussion and action under Item 14.2*
- Item 12.4 A – Withdrawn for discussion and action under Item 14.4*
- Item 12.4 C – Withdrawn for discussion and action under Item 14.4*
- Item 12.4 D – Withdrawn for discussion and action under Item 14.4*
- Item 12.4 G – Withdrawn for discussion and action under Item 14.4*
- Item 12.4 H – Withdrawn for discussion and action under Item 14.4*
- Item 12.5 B.4.e – Withdrawn for discussion and action under Item 14.5*
- Item 12.5 B.5 – Withdrawn for discussion and action under Item 14.5*
- Item 12.5 C.2.b.1 – Withdrawn for discussion and action under Item 14.5*

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.*

14.2 DIVISION OF STUDENT SERVICES – : 801-4810

Item 12.1 A

- B. Amended 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.

Motion: Canchola Second: Renteria Vote: 4-1 PASSED
(Renteria – no)

- C. Approved 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.

Motion: Canchola Second: Renteria Vote: 4-1 PASSED
(Renteria – no)

- D. Approved/ratified 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.

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

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

None

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

- A. ~~PULLED 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.~~

14.4 DIVISION OF BUSINESS SERVICES – Leticia Covarrubias: 80163294 **Item 12.1 A**

- B. Approved 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.

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

- C. Approved/Ratified Business Services reports for the month of June 2013 *with the exception of items related to Pacifica Services.*

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

- D. ~~FAILED~~ 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.

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

- E. ~~FAILED~~ 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.

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

- F. ~~PULLED~~ 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.

- G. Approved 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.

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

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

- A. Adopted/Ratified 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.

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

B. 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

Staff

Wynn, Tirell

Assignment

Varsity, Boys' Cross Country

Motion: Renteria Second: Canchola Vote: 4-1 PASSED
(Renteria – no)

C. ~~FAILED Authorization of Request for Personal Leave of Absence:~~

a. ~~Teachers (2) – Rivera Middle~~

~~Eff: 8/19/13 – 6/30/14~~

~~Chiboucas, Gigi~~

~~Macias, Natalie~~

Motion: Alvidrez Second: Renteria Vote: 2-3 FAILED
(Alvidrez – no)
(Ramirez – no)
(Renteria – no)

D. Substitute Cafeteria Manager I (1) – Food Services

Funding Source: Food Services

Payable at: \$19.29/hr.

Eff: 6/10/13 – 7/26/13

Renteria, Margaret

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

15. **ADJOURNMENT** – 11:08 p.m.

Item 12.1 A

Motion: Canchola

Second: Renteria

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 August 8, 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
4. Pico Rivera Chamber of Commerce	135.00
5. Los Angeles County School Trustees Association	100.00
<i>Total</i>	\$15,225.00
	\$15,460.00

RECOMMENDATION:

Amend Board Item No. 12.1 B, approved July 11, 2013, Board of Education institutional memberships of approximately ~~\$15,225.00~~ **\$15,460.00** as recommended for the 2013/2014 fiscal year, payable from Board Dues and Memberships General Fund account.

Submitted by: Martin Galindo, Superintendent

August 8, 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~~ **California School Nutrition 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. 12.1 C, approved July 11, 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

August 8, 2013

Item 12.2 A

ISSUE:

Memorandum of Understanding

ANALYSIS:

The El Rancho Unified School District will agree to provide the premises of site or locations within the District for *Presbyterian Intercommunity Hospital* to provide selected health services through the Care Force One mobile health clinic to the students and the community at no cost to the district.

AGENCY INFORMATION:

Care Force One, the Presbyterian Intercommunity Hospital (PIH) mobile health unit, has been providing services to the children of the District for some time now. PIH is determined to provide high quality healthcare without discrimination, and contributes to the health and well-being of our community in an ethical, safe, and fiscally prudent manner. The Ambulatory preventative and acute care treatment services offered by the Hospital include health screening, immunizations, pharmaceutical interventions, health education, and medical care. All services are provided free of charge to both the District and children.

Date: September 1, 2013 through August 31, 2015

Expenditures: At no cost to the District

RECOMMENDATION:

Approve Memorandum of Understanding with *Presbyterian Intercommunity Hospital* to provide various health services through the Care Force One mobile health clinic for the 2013/2014 and 2014/2015 school years, effective September 1, 2013 through August 31, 2015. Services provided shall be at no cost to the District.

Submitted by: Student Services

Reviewed by: Roxane Fuentes, Assistant Superintendent, Educational Services

August 8, 2013

Item 12.2 B

ISSUE:

Individual Service Agreement for nonpublic, nonsectarian public agency

ANALYSIS:

Approve/ratify Individual Service Tuition Agreement between El Rancho Unified School District and *Autism Spectrum Therapies*, a nonpublic agency for special education students. An El Rancho student received 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 # 5184757912
For September 1, 2012 to May 24, 2013

JUSTIFICATION:

Due to staffing changes at the SELPA, the District did not receive the Individual Service Agreement or the invoices for processing until after the July 11, 2013 board item deadline.

RECOMMENDATION:

Approve/ratify an Individual Service Tuition Agreement between El Rancho Unified School District and *Autism Spectrum Therapies*. An El Rancho Unified School District student received services from this agency from September 1, 2012 to May 24, 2013 in accordance with Public Law 108-446 IDEA; Education Code Sections 56035, 56365-56366 and 56740. Total expenditure of \$38,925.00 is payable through the Federal and State Special Education Funds. This agreement will not modify the existing Master Contract with Autism Spectrum Therapies nor increase the agreed upon total cost of \$38,925.00 which was Board approved on November 8, 2012.

Submitted by: Student Services

Reviewed by: Roxane Fuentes, Assistant Superintendent, Educational Services

August 8, 2013

Item 12.2 C

ISSUE:

Individual Service Agreement for nonpublic, nonsectarian public school

ANALYSIS:

Approve Individual Service Tuition Agreement between El Rancho Unified School District and *Rossier Park Elementary*, a nonpublic school for students receiving special education services. An identified El Rancho student attended this school 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 *Rossier Park Elementary* for the following Student:

Student # 7286113462

JUSTIFICATION:

Due to staffing changes at the SELPA, the District did not receive the Individual Service Agreement or the invoices for processing until after the July 11, 2013 board item deadline.

RECOMMENDATION:

Approve/ratify an Individual Service Tuition Agreement between El Rancho Unified School District and *Rossier Park Elementary*. An El Rancho Unified School District student attended this school from April 11, 2013 to June 30, 2013 in accordance with Public Law 108-446 IDEA; Education Code Sections 56035, 56365-56366 and 56740. Total expenditure of \$39,172.00 is payable through the Federal and State Special Education Funds. This agreement will not modify the existing Master Contract with *Rossier Park Elementary* nor increase the agreed upon total cost of \$39,172.00 which was Board approved on November 8, 2012.

Submitted by: Student Services

Reviewed by: Roxane Fuentes, Assistant Superintendent, Educational Services

August 8, 2013

Item 12.2 D

ISSUE

Consultant agreement

ANALYSIS

Approve/ratify agreement with consultant, *McKee Music Therapy Services, LLC*, to provide music therapy services to student #82576. Payment for services rendered will be \$90.00 per session one time a week, and two hours per month of music therapy consultation with District staff. Services shall be rendered from July 1, 2013 to June 30, 2014. Total expenditure of \$5,400.00 is to be paid from the Federal and State Special Education Funds.

Services are mandated as indicated on student's Individual Educational Plan (IEP).

JUSTIFICATION:

Due to the student IEP not being finalized until after the July 11, 2013 board item deadline, this item needs to be ratified to ensure there is no break in service.

RECOMMENDATION

Approve/ratify agreement with consultant *McKee Music Therapy Services, LLC*, to provide IEP mandated Music Therapy services to student #82576 and music consultation services to staff from July 1, 2013 to June 30, 2014. Total expenditure of \$5,400.00 is payable from Federal and State Special Education Funds.

Submitted by: Student Services

Reviewed by: Roxane Fuentes, Assistant Superintendent, Educational Services

August 8, 2013

Item 12.3 A

ISSUE:

Conference attendance

ANALYSIS:

The California Science Teachers Association Education Conference in Palm Springs, CA, will offer one-hour educational sessions. Many will be hands-on and led by other classroom teachers.

Research: Focus speakers are highly regarded scientists and education experts who present one-hour, in-depth sessions on subjects relevant to science teaching. More information can be found on their website at http://www.cascience.org/csta/conf_registration.asp.

Program Goal: The Focus Speaker series will allow participants to expand understanding in a wide range of critical topics.

School Data: The following workshops will be offered: : *Travels Along the DNA Helix, Water in the Solar System, The Future of Solar Power, Fuels from Sunlight, Water and Carbon Dioxide: A Thermochemical Approach, and Mars Science Laboratory and the Search for Habitable Environments.*

School: El Rancho High School

Participants: Cecilio Alonso
Sandra Bauer
Mary Chapman
Roxana Chita-Williams
Warren Day
Yamileth Flores-Orihuela
Peter Halverson
Kenia Iniguez-Kemp
Claire Katsumura
Freddy Larrache
Marcelo Leonardi
Valorie Melendrez
Celia Narro
Victor Orihuela
Oscar Rivas
Gabriela Rojo
Philip Rojo
Vic Schneidman
Stan Stryhorn
Maribeth Sythe

Dates: October 25-27, 2013

Item 12.3 A

Expenditure:	\$2,400.00	Registration fee (\$120.00 x 20)
	\$3,000.00	Substitutes for one day @ \$150.00/day (includes benefits)
	\$4,070.00	Hotel fee, 1 room for 2 nights @ \$370.00 night x 11
	\$400.00	Lunch, \$50.00 a day x 2 days (only for those sharing room; 4 x \$100.00 = \$400.00)
	<u>\$200.00</u>	Mileage Reimbursement (only for those sharing a room; 2 x \$100.00)
	\$10,070.00	Total

Funding: 50% EIA/SCE Funds, Account #01.3-70900.0-11100-10000-5220-3100000
50% Title I Funds, Account #01.3-30100.0-11100-10000-5220-3100000

RECOMMENDATION:

Approve attendance for twenty (20) certificated staff members from El Rancho High School at the California Science Teachers Association Education Conference at the Palm Springs Convention Center, October 25-27, 2013. Total expenditure of \$10,070.00, which includes registration, substitutes, accommodations, mileage, and meals, is payable from El Rancho High School EIA/SCE (50%) and Title I (50%) Funds.

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

August 8, 2013

Item 12.3 B**ISSUE:**

Extended educational field trip to the New Futuro College Prep Fair at the Los Angeles Convention Center in Los Angeles, CA

ANALYSIS:

The Rio Hondo Partnership for College is joining with New Futuro to bring bilingual and culturally relevant college preparatory information to the Latino community. New Futuro is a socially innovative Hispanic education community helping families get their students into college and beyond. With their free bilingual tools, resources and ongoing guidance and support, New Futuro creates a pathway to success that helps Latinos achieve their educational and career goals. New Futuro connects members with nonprofit organizations and educational institutions via its website, magazines and neighborhood outreach efforts.

One of the ways in which the outreach efforts manifest themselves is by hosting a college-prep fair. It will be held at the Los Angeles Convention Center on Saturday, September 28, 2013, from 10:00 a.m. – 3:00 p.m. New Futuro's sponsor, Allstate, is making this possible. Thanks to Allstate's funding, New Futuro will be able to provide free buses to local schools.

Highlights: Students and parents are encouraged to attend this event. The completely free, bilingual college fair will include some of the following activities:

- Bilingual representatives from universities, colleges, and local nonprofit organizations
- Dozens of educational workshops with college & career experts (offered in Eng. /Span.)
- Televised town-hall education panel
- Dynamic and inspiring guest speakers
- Over \$10,000 in scholarships will be raffled to students and parents

Participants: 100 El Rancho High School 9th and 10th grade students

Destination: Los Angeles Convention Center
1201 S. Figueroa Street
Los Angeles, CA 90015

Date: Saturday, September 28, 2013 from 10:00 a.m. – 3:00 p.m.

Total number of students: 100 students, combination of males and females (first come, first served basis)

Names and titles of chaperones: 1 certificated staff member and 4 chaperones. *Names are pending and will be confirmed as the field trip gets closer.*

Item 12.3 B

Mode of transportation: First Student, Inc. Bus Company

Estimated cost: None to district*
*Bus expenses (2 buses) will be covered by New Futuro

Funding: New Futuro

RECOMMENDATION:

Approve participation for 100 El Rancho High School students, one (1) certificated staff member, and four (4) Rio Hondo College student advisors in the New Futuro College Prep Fair at the Los Angeles Convention Center in Los Angeles, California, on Saturday, September 28, 2013. Bus transportation will be provided at no cost to the district, and all expenses will be paid by New Futuro.

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

August 8, 2013

Item 12.3 C

ISSUE:

Amend consultant agreement

ANALYSIS:

El Rancho High School desires to contract an expert in the area of medical services for athletic events. Dr. Hector Gonzalez, El Rancho High School's current team physician, has been previously approved by the Board of Education to provide these services.

School: El Rancho High School

Participants: El Rancho High School students and community

Effective: September 3, 2013 through December 15, 2013, up to seven games: five home games, one Powder Puff flag football game, and one CIF game

Expenditure: \$75.00 per game worked, up to 7 games = \$525.00

Funding: ASB Funds: School Paramedic Physicians Account #511-00-44

RECOMMENDATION:

Approve consultant agreement with Dr. Hector Gonzalez for medical services rendered to the Varsity Football Team during seven games, effective September 3, 2013 through December 15, 2013. Total expenditure of \$75.00 per game worked, not to exceed a total of \$525.00, is payable from El Rancho High School ASB Funds.

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

August 8, 2013

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

**Agreement for Consultant Services between the
El Rancho Unified School District and
Dr. Hector Gonzalez**

WHEREAS, it is the desire of the El Rancho Unified School District to contract an expert to provide medical services to the El Rancho High School Varsity Football Team;

WHEREAS, such services will support the El Rancho High School student body;

THEREFORE, this agreement is made and entered into this 8th day of August, 2013 by and between the El Rancho Unified School District and Dr. Hector Gonzalez, consultant.

SERVICES TO BE RENDERED BY CONSULTANT:

The consultant will provide medical services to the El Rancho High School Varsity Football Team during five home games, one CIF game and one Powder Puff flag football game (if played), effective September 3, 2013 – December 15, 2013.

PAYMENT TO BE MADE BY THE DISTRICT:

In consideration of the services rendered, the El Rancho Unified School District agrees to pay Dr. Hector Gonzalez the sum of SEVENTY-FIVE DOLLARS AND NO CENTS (\$75.00) per game, solely for games worked, for up to seven games: five (5) home varsity football games, one (1) Powder Puff flag football game, and one (1) CIF football game (if played), not to exceed a total for all events of \$525.00. Payment is to be charged to El Rancho High School ASB Funds.

**GOVERNING BOARD
EL RANCHO UNIFIED SCHOOL DISTRICT**

Dr. Hector Gonzalez

Martin P. Galindo, Superintendent
and Secretary to the Board

Tax I.D.

Date

Item 12.3 D

ISSUE:

Approve/Ratify contract No. 099550:13:14 with the Los Angeles County Office of Education (LACOE), Accountability, Support, and Monitoring, Migrant Education

ANALYSIS:

The Los Angeles County Office of Education (LACOE) division of Parent and Community Services, Migrant Education has determined that assistance is required to provide support services to eligible Migrant Education students and families. The District shall provide employment of instructional staff and other personnel, materials, nutrition, and other support services. The District has the required background, training, and expertise to perform the work to be done and agrees to do so in accordance with the terms and conditions of this contract. All work shall be coordinated with the LACOE project director, Guadalupe Mendoza.

Effective: July 1, 2013 through June 30, 2014

Justification: Due to funding realignment and technical problems with the new LACOE Migrant Education Region 10 MOU template, submission of the contract was delayed.

RECOMMENDATION:

Approve/Ratify Contract No. 099550:13:14 with the Los Angeles County Office of Education, Accountability, Support, and Monitoring, Migrant Education, for support services effective July 1, 2013 through June 30, 2014.

Submitted by: Rachel Garcia, Coordinator, Categorical Programs Office
Roxane Fuentes, Assistant Superintendent, Educational Services

August 8, 2013

LOS ANGELES COUNTY OFFICE OF EDUCATION

CONTRACT
FOR
SUPPORT SERVICES
ACCOUNTABILITY, SUPPORT, AND MONITORING
MIGRANT EDUCATION

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and

EL RANCHO UNIFIED SCHOOL DISTRICT, whose mailing address is 9333 Loch Lomond Drive, Pico Rivera, CA 90660, hereinafter referred to as "District," mutually agree as follows:

1. BASIS OF CONTRACT AND SCOPE OF WORK

LACOE's division of Parent and Community Services, Migrant Education has determined that assistance is required to provide support services to eligible Migrant Education students and families. District shall provide employment of instructional staff and other personnel, materials, nutrition, transportation, and other support services. District has the required background, training and expertise to perform the work to be done and agrees to do so in accordance with the terms and conditions of this Contract. All work shall be coordinated with LACOE's project director who is Guadalupe Mendoza.

2. TERM

This Contract is effective July 1, 2013 and shall remain in effect through June 30, 2014.

3. PAYMENT

LACOE shall pay District an amount not to exceed Thirty One Thousand Nine Hundred Twenty Six Dollars (\$31,926.00) for work performed hereunder. Any work performed by the District in excess of this amount shall be considered as having been done at no additional cost to LACOE, unless this Contract is so amended by written amendment. Payment shall be made upon completion and acceptance of the work performed and within thirty (30) days of receipt of an approved invoice. Invoices shall be submitted to the attention of the Accounts Payable Unit.

4. INDEMNIFICATION**Item 12.3 D**

District agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of LACOE. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

LACOE agrees to defend, indemnify, save, and hold harmless the District from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the District. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

5. INSURANCE

District shall maintain such general liability, property damage, workers' compensation, and auto insurance as is required to protect District and LACOE as their interests may appear.

6. NOTICES

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

LACOE:

Administrative Services Manager
 Contracts Section
 LOS ANGELES COUNTY OFFICE OF EDUCATION
 9300 Imperial Highway, ECW-101
 Downey, CA 90242-2890

District:

Item 12.3 D

El Rancho Unified School District
9333 Loch Lomond Drive
Pico Rivera, CA 90660
ATTN: Alejandra Pantoja

7-9. SECTIONS RESERVED (Intentionally left blank.)

10. TUBERCULOSIS TESTING

Contractor's employees and or employees of subcontractors must have a current tuberculosis (TB) test to determine that the employee is free from active tuberculosis as required by Education Code Section 49406. Those employees whose TB screening test is reactive (positive) shall be required to submit a chest x-ray and a radiological report to rule out active TB.

11. COVENANT AGAINST CONTINGENT FEES

District warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies retained by District for the purpose of securing business. For breach or violation of this warranty, LACOE shall have the right to immediate termination of this Contract and, at its sole discretion, deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or commission fee.

12. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, District, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1 when LACOE determines that District's employees and/or employees of subcontractors will have more than limited contact with LACOE pupils in the performance of the work of the Contract.

13. INDEPENDENT DISTRICT

While performing its obligations under this Contract, District is an Independent Contractor and not an officer, employee or agent of LACOE. District shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of LACOE. District warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) and the California Employment Development Department (EDD) for qualification as an Independent District including, but not limited to, being hired on a temporary basis, having some discretion is scheduling time to complete contract work, working for more

than one employer at a time, and acquiring and maintaining its own office space and equipment.

Item 12.3 D**14. ASSIGNMENT**

District shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of LACOE. If prior written consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, District shall not subcontract the work to be performed pursuant to this Contract without prior written approval of LACOE. The names and qualifications of subcontractors or others whom District intends to employ, other than those identified, shall be submitted to LACOE for prior written approval.

15. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

16. MODIFICATION

The Contract shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

17. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting, vague and/or ambiguous provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract, (2) the exhibits of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

18. SEVERABILITY / WAIVER

18.1 If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

18.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, with ~~item 12.3.D~~ similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

19. AMENDMENTS

The Contract may be amended by mutual written consent of the parties.

20. TERMINATION

The Contract may be terminated by LACOE upon written notification.

21. FAILURE TO COMPLY

In the event District fails to perform in accordance with the indemnification or insurance requirement clauses of this Contract, makes inaccurate certifications as a part of this contract or contracting process, or otherwise breaches any other clause of this Contract, LACOE, the Los Angeles County Board of Education and the individuals thereof, and all officers, agents, employees, representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

22. ATTORNEY'S FEES

Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, except as set forth in the "Failure to Comply" in this contract, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

23. COMPLIANCE WITH LAW

District shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. District warrants that it has all licenses, permits, certificates and credentials required by law to perform the work specified under this Contract and shall, upon request by LACOE, provide evidence of same.

24. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such

delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

25. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into and executed in Los Angeles County, California, and the parties agree that any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. The parties further agree this Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

26. INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this Contract.

27. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were so inserted and included.

28. RECORD RETENTION AND INSPECTION

District agrees that LACOE shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by District and made available to LACOE during the entire term of this Contract and for a period not less than five (5) years after final payment hereunder by LACOE.

29. NO THIRD PARTY OBLIGATIONS

The execution and delivery of this Contract shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

30. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs are not available for

any reason whatsoever, this agreement shall be of no further force and effect. In this event, LACOE shall have no liability to pay ~~Item 1213 D~~ District under this agreement, and the District shall not be obligated to perform any provisions of this agreement.

In such instances, particularly when partial funding remains available, LACOE shall have the option to either terminate this agreement with no liability occurring to LACOE, or LACOE may offer an amendment to this agreement to reflect the reduced availability of funds.

31. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agrees to comply with all Federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

32. TOBACCO-FREE WORKPLACE

When at LACOE-owned or LACOE-leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3515.1 which states: "It is the intention of the office (LACOE) to provide a smoke-free workplace within all buildings owned or leased by the office (LACOE) commencing June 30, 1995."

33. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty or perjury under the laws of the State of California that District will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4034.

34. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this contractual instrument, District certifies to the best of its knowledge and belief that it and its principals:

34.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;

34.2 Have not, within a three-year period preceding the execution of this contractual instrument, 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 transaction (Federal, State or Local) or

contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, ~~Item 123D~~ bribery, falsification or destruction of records, making false statements, or receiving stolen property;

34.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 34.2 above, of this certification; and,

34.4 Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

35. EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used, commercially acceptable signature methods. This instrument may be executed in counter-parts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

EL RANCHO UNIFIED
SCHOOL DISTRICT

By _____
Deborah C. Harris
Assistant Director
Administrative Services
Controller's Office

By _____
Martin P. Galindo

Typed or Printed Name

Title Superintendent

Date _____
ab 7-18
Board 7/15/13

Date _____

Item 12.3 E

ISSUE:

Approve/Ratify District Memorandum of Understanding between the Los Angeles County Office of Education Migrant Education Program – Region 10 and the El Rancho Unified School District, including Legal Assurances and Certifications for Local Educational Agencies, California Department of Education, Migrant Education Program

ANALYSIS:

With the approval and financial support of the Los Angeles County Office of Education, Migrant Education Program, the El Rancho Unified School District agrees to form and implement a Direct Services Migrant Education Program Plan for the 2013-2014 school year for the purpose of coordinating Migrant Education Program Services for the El Rancho Unified School District.

Effective: July 1, 2013 through June 30, 2014

Justification: Due to funding realignment and technical problems with the new LACOE Migrant Education Region 10 MOU template, submission of the contract was delayed.

RECOMMENDATION:

Approve/Ratify District Memorandum of Understanding between the Los Angeles County Office of Education Migrant Education Program – Region 10 and the El Rancho Unified School District, including Legal Assurances and Certifications for Local Educational Agencies, California Department of Education, Migrant Education Program, for Direct Services within the boundaries of our district, effective July 1, 2013 through June 30, 2014.

Submitted by: Rachel Garcia, Coordinator, Categorical Programs Office
Roxane Fuentes, Assistant Superintendent, Educational Services

August 8, 2013

**2013–2014 MIGRANT EDUCATION PROGRAM
REGION 10 MOU**

Districts that have an enrollment of fewer than 200 migrant students or an allocation of less than \$25,000 have the option of completing this Memorandum of Understanding.

District Name: El Rancho Unified School District

District Contact: Roxane Fuentes

CONTENTS

- Section I: MOU/Signature Page
- Section II: District Demographic Profile (number of migrant/non-migrant students)
- Section III: District Migrant Parent Advisory Council Membership Roster
- Section IV: Memorandum of Understanding Service Planning/Evaluation
- Section V: Assurances

SECTION I

Item 12.3 E

MIGRANT EDUCATION – REGION 10
Los Angeles County Office of Education
Migrant Education Program – Region 10
9300 Imperial Highway - Downey, CA 90242
(562) 922-6164

DISTRICT MEMORANDUM OF UNDERSTANDING

Between

**Los Angeles County Office of Education
Migrant Education Program – Region 10**

and

El Rancho Unified School District

This agreement is between Los Angeles County Office of Education, Migrant Education Program - Region 10, hereinafter referred to as the region and El Rancho Unified School District herein after referred to as the district.

The period covered by this agreement shall be from 7/1/2013 to 6/30/2014. There are currently 78 Migrant students in the district as indicated in the attached District/Demographic Profile.

Based on the needs of its Migrant students, the district agrees to provide supplemental service(s) as identified in SECTION IV, which the districts proposed Service Planning Evaluation.

The following staff for the Region will deliver the following services:

- Guadalupe Mendoza, Project Director III: Technical assistance and monitoring of overall program; parent education training and leadership development; participation of eligible student and parents in regional program activities
- Alfred Magallanes, Jr., Budget Analyst: Technical assistance with budget development and monitoring of fiscal expenditures
- Leo G. Valdez – Coordinator II: Identification & Recruitment activities and reporting
- Zaida Garcia – Coordinator II: Professional Development and School Readiness services
- Javier Hernandez – Sr. Spec. Programs Assistant – Dental Screenings, Dental & Health Referrals, Optometry Referrals

The following staff for the District will deliver the following services:

- Alejandra Pantoja, District Contact for MEP to monitor development and implementation of the MEP classes and support services.
- H.S. Counselor to provide mentoring for the 2013-14 school year.
- Herlinda Acevedo, Parent Outreach and Program Information Contact

The Region certifies that the Migrant Education District Parent Advisory Council has participated in the development of the Migrant Education program as described. A minimum of six (6) meetings a year will be convened to comply with statutory requirements and provide identified parent training needs.

The District identifies and addresses the needs of migrant children in coordination with other categorical programs. The District will list the services to Migrant students in the LEA plan and in the Single Plan for Student Achievement.

In witness whereof, the following parties have executed this agreement:

Item 12.3 E

Region Director

District Administrator
Martin P. Galindo, Superintendent

Date

Date

DISTRICT DEMOGRAPHIC PROFILE

District: (insert name of district)															
Number of Migrant Students Enrolled at Each Grade Level in the District.															
	Pre K	K	1	2	3	4	5	6	7	8	9	10	11	12	Total
PFS															
Migrant	3	3	8	7	6	5	5	4	9	4	9	6	4	6	78
All*	3	3	8	7	6	5	5	4	9	4	9	6	4	6	78

*All includes PFS and Migrant students.

Note: if a grade level does not have at least 10 migrant students (to comply with CDE data suppression requirements), combine this with another grade (or grades) to equal no fewer than 10 students.

SECTION III

DISTRICT MIGRANT PARENT ADVISORY COUNCIL

<p>District Parent Advisory Council Membership:</p> <p>NOTE:</p> <p>Effective July 1, 2013, El Rancho USD will be establishing its own District Advisory Council for the 2013-14 school year.</p>	
PAC Member Name	Eligible Migrant Parent? Yes/No
Yuriana Medina	Yes
Norma Romero	No
Maria Mora	No
Juanita Magana	No
Imelda Salazar	No
Laura Gonzalez	No
Laura Salazar	No
Sixta Ambrocio	No
Maria Villalobos	No
Veronica Trejo	No
Alfredo Martinez	No
Maria Zamora	No

Item 12.3 E

**MIGRANT EDUCATION PROGRAM REGION 10
2013-14**

Memorandum of Understanding Academic Service Planning/Evaluation
Complete one for each High Quality Intervention

Item 12.3 E

DISTRICT NAME: El Rancho Unified School District

PROPOSED PROJECT COST: \$32,004

PROPOSED AREA OF SERVICE:

School Readiness	<input type="checkbox"/>	English Language Arts	<input checked="" type="checkbox"/>	Mathematics	<input checked="" type="checkbox"/>	High School Graduation	<input type="checkbox"/>
OSY	<input type="checkbox"/>	Health	<input type="checkbox"/>	Parent Involvement	<input type="checkbox"/>	I&R	<input type="checkbox"/>

Description of Proposed Service

Name of Service:	Foundational Learning Skills for CCSS
The Need (Include data & how service is supplemental to core program):	We have the greatest concentration of migrant Ed students in the elementary level (34 students). Data from the Spring 2012 CST in ELA indicates that 46% of these students are a BASIC or below. In math, 38% are at Basic or below. At the middle school level 36% are at Basic or below in ELA with 52% at Basic and below in Math. With the transition into CCSS, the need is focused on providing students with learning opportunities that utilize the cognitive and verbal demands of these new standards.
How (describe the academic focus, the service and the strategies):	Students will participate in 3 Modules over an 18 week period during the 2013-14 school year. MOD #1: ELA (6 weeks) MOD #2: MATH (6 weeks) MOD #3: Research Based Writing/Technology Integration (6 weeks)
School Year or Summer School Service:	(Check one) <input checked="" type="checkbox"/> Regular School Year <input type="checkbox"/> Summer School
If School Year Service, when:	(Check one) <input type="checkbox"/> Before School <input type="checkbox"/> After School <input checked="" type="checkbox"/> Saturday

PART 1: PARTICIPANTS TO BE SERVED:

Grade	# Enrolled	Projected # Participants			Actual # Participants		
		# PFS	# Non-PFS	TOTAL	PFS	Non-PFS	TOTAL
1	8	--	8	8			
2	7	--	7	7			
3	6	--	6	6			
4	5	--	5	5			
6	4	--	4	4			
7	9	--	9	9			
8	4	--	4	4			
9	9	--	9	9			
10	6	--	6	6			
11	4	--	4	4			
12	6	--	6	6			
TOTALS	67	--	67	67			

Section IV

PART 2: LOCATION, DATES, TIME OF DELIVERY

Item 12.3 E

Minutes per Day	Days per Week	# of Weeks	Total Instructional Hours	Actual Total Instructional Hrs.
180 minutes	1	18	58.50	
Start Date	10/5/2013	End Date	5/10/2014	
Location of Service	Rio Vista Elementary			
Minutes per Day	Days per Week	# of Weeks	Total Instructional Hours	Actual Total Instructional Hrs.
N/A	2-3	30	varies	
Start Date	09/2013	End Date	6/2014	
Location of Service	El Rancho High School			

PART 3: RESEARCH BASED CURRICULUM:

Grade Level Cluster	Curriculum	Research Based?
Grades 1-2	Currently Board approved ELA/Math/Science/Social Science Curriculum	Yes / No
Grades 3-4	Currently Board approved ELA/Math/Science/Social Science Curriculum	Yes / No
Grades 6-8	Currently Board approved ELA/Math/Science/Social Science Curriculum	Yes / No
Grades 9-12	Counselor support of Instructional Program for HS and access to A-G coursework	Yes / No

PART 4: METHOD OF INSTRUCTION:

<i>Instructional Strategies to be Used</i>
For grades 2-8, Module thematic design over an 18 week period incorporating the use of Learning Objectives with Language, SDAIE strategies, scaffolding, graphic organizers, small group and whole group instruction and integration of technology and word processing skills with research based writing.
At the high school level, a mentoring approach with a counselor assigned to monitor ME Students and provide them with referrals, resources, support and guidance to meet high school graduation, including CAHSEE and A-G requirements for college admission.

PART 5: EXPECTED OUTCOMES (learning that will occur due to implementation of this program):

Local Quantitative Measures	Targeted Outcome		% Projected Participants to Reach Targeted Outcome		Actual % that reached targeted outcome		Target Met, Not Met, Partially Met?		Why Not/Comments:
	PF S	Other MEP	PF S	Other MEP	PF S	Other MEP	PF S	Other MEP	
Standards based multiple choice test (Modules 1 & 2)	0	Increase In baseline score	0						
SBAC Writing Rubric	0	Increase of min. one level in rubric	0						
Local Qualitative Measures	Description of Projected Measures						Comments on Results		
Interview and Focus Groups:	N/A								
Surveys:	N/A								
Observations:	On-going by classroom teacher								

Section IV

PART 6: PERSONNEL:

Staffing					Item 12.3 E		
Title	Certificated		Classified		Percent Funded by DSA	Percent Funded by Other	Name of Other Program Funding Source
	#	FTE	#	FTE			
Teacher #1	1				100	--	--
Teacher #2	1				100	--	--
Teacher #3	1				100	--	--
Counselor	1				100	--	--
Custodian			1		100	--	--

Professional Development				
Need	Title	Description	Dates	Expected Outcomes
SDAIE Training/Elem.	SDAIE	EL Strategies	Nov. 5-7, 2013	Implementation of SDAIE strategies with all 3 modules
Lesson Development Session	Lesson Dev.	Lesson Planning	Sept. 14, 2013	Teachers will be able to discuss and develop lessons to be used in the 3 modules
Lesson Development Session	Lesson Dev.	Lesson Planning	2 days TBD, Winter and Spring	Teachers will be able to discuss and develop lessons to be used in the 3 modules

PART 7: PARENT COMMUNICATION:

Describe plans to communicate with parents to support this intervention: orientation, graduation, home visits, daily phone calls for attendance, etc.

- Orientation Meeting for Saturday Learning Skills for CCSS classes and Parent Workshops
- Phone calls for attendance

Describe Other Support Services Plans (transportation, etc)

Enrichment Activity#1: Eco Station (Culver City) Refuge Center for Endangered Animals

Enrichment Activity #2: Long Beach Aquarium

Enrichment Activity #3: TBD

**Migrant Education, Region 10
2013-14 PROPOSED SERVICE**

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BUDGET DETAIL

Please follow regional protocol regarding object codes, making sure that they reflect the district's general ledger.

(Check one) Regular School Year Summer School

Please identify all costs related to the proposed service. For each line item, use the Standardized Account Code Structure (SACS) object codes. (Insert additional rows as needed.)

Object Code	Description	Amount Service	Amount Admin	Total Projected Amount	Actual Amount
1100	Teachers	\$10,000.00			
1200	Pupil Support Services	\$4,000.00			
1300	Supervisor/Administrators				
1900	Other Certificated Salaries				
2100	Instructional Aides				
2200	Support Services Salaries				
2300	Supervisor/Administrators				
2400	Clerical, Technical, Office Staff	\$2,000.00			
2900	Other Classified Salaries				
3000-3900	Employee Benefits	\$2,000.00			
4100	Textbooks Curricula Materials				
4200	Books & Reference Materials				
4300	Materials & Supplies	\$1,000.00			
4400	Non Capitalized Equipment				

Section IV

4700	Food	\$1,000.00		
				Item 12.3 E
5100	Subagreements for Services			
5200	Travel & Conferences	\$3,000.00		
5300	Dues & Memberships			
5400	Insurance			
5500	Operations & Housekeeping	\$3,200.00		
5600	Rentals, Leases, Repairs & Noncap Improvements			
5700	Transfers of Direct Costs			
5800	Prof/Cons/Serv & Operating Expenses			
5811	Field Trip	\$2,000.00		
5812	Bust Transportation	\$1,800.00		
5900	Communications	\$500.00		
TOTAL PROPOSED EXPENSES			\$30,500.00	
7000	INDIRECT COST			\$1,504.00
TOTAL COST OF PROPOSED SERVICE			\$32,004.00	

When project ends, complete the blue-shaded areas to evaluate the objective:

1. The **outputs** – did we implement the program as planned?
2. The **outcomes** - what did students gain from the program's outputs?

Complete and submit the final document 2 weeks after project end-date.

ASSURANCES

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The assurances must be signed by both Region and District Administrators.

Legal Assurances and Certifications for Local Educational Agencies

California Department of Education Migrant Education Program

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The operating agency, by signature of its authorized representative on the **signature** page of this document, hereby assures the California Department of Education that the Local Educational Agency (LEA) will adhere to all of the legal assurances contained herein and with all other Federal and State statutory and regulatory requirements for the Migrant Education Program (MEP) referenced in this document.

Required Assurances

General assurances and certifications are required for grant applications submitted to the CDE. The General Assurances and Drug-Free Workplace Certification forms are required for applications for funds. (Note that the signed grant application submitted to the CDE confirms a commitment to comply with the general assurances.) Applicants must download the certifications and submit the signed forms with their applications.

- General Assurances form: <http://www.cde.ca.gov/fq/fo/fm/genassurrev.asp> (no signature required)
- Drug Free Workplace form: <http://www.cde.ca.gov/fq/fo/fm/drug.asp> (signature required)
- Lobbying Certification form: <http://www.cde.ca.gov/fq/fo/fm/lobby.asp> (signature required)
- Lobbying Disclosure form: <http://www.cde.ca.gov/fq/fo/fm/sfill.asp> (signature required if applicable)

Migrant Assurances

Use of Funds

1. Funds for Migrant Education Program (MEP) will be used only:
 - a. For programs and projects, including the acquisition of equipment in accordance with 20 United States Code (USC) sections 6396(b)(1) and 6394[c][1][A]
 - b. To coordinate such programs and projects within the State and other states, as well as with Federal programs that can benefit migratory children and their families. (20 USC 6394[c][1][B])
2. Programs and projects funded for MEP will be carried out in a manner consistent with the objectives of Section 6314 subsections (b) and (d) of Section 6315 Section 6321 and subsections (b) and (c) of Section 6322 of 20 USC and Part F of 20 USC, Chapter 70, Subchapter 1. (20 USC 6394 [c][2])

Program Purpose

3. Use of MEP funds:
 - a. Support high-quality and comprehensive educational programs for migrant children to help reduce the educational disruptions and other problems that result from repeated moves

- b. Ensure that migrant children who move among the State are not penalized in any manner by disparities among the States in curriculum, graduation requirements, and State academic content and student academic achievement standards **Item 12.3 E**
- c. Ensure that migrant children are provided with appropriate educational services (including supportive services) that address their special needs in a coordinated and efficient manner
- d. Ensure that migrant children receive full and appropriate opportunities to meet the same challenging State academic content and student academic achievement standards that all children are expected to meet
- e. Design programs to help migrant children overcome educational disruption, cultural and language barriers, social isolation, various health-related problems, and other factors that inhibit their ability to do well in school, and to prepare them to make a successful transition to postsecondary education or employment
- f. Ensure that migrant children benefit from State and local systemic reforms.

Authorized Activities

- 4. MEP funds shall be used, first, to meet the identified needs of migratory children that:
 - a. Result from the effects of their migratory lifestyle, or are needed to permit migratory children to participate effectively in school
 - b. Are not addressed by services provided under other programs under Improving Basic Programs Operated by Local Educational Agencies, 20 USC 6311
- 5. Migrant children who are eligible to receive services pursuant to Improving Basic Programs Operated by Local Educational Agencies, 20 USC 6311
- 6. A school that receives MEP funds shall continue to address the identified needs described in 4, above. (20 USC 6396[b][3])

Program Planning, Operation, and Evaluation

- 7. The LEA will ensure that:
 - a. In the planning and operation of programs and projects, there is appropriate consultation with parent advisory councils for programs of one school year in duration,
 - b. And that all such programs and projects are carried out in a manner consistent with 20 USC 6319. (20 USC 6394[c][3])
 - c. The LEA will make available to the Migrant Education Program all student academic assessment, immunization, and other health information data for the purpose related to student assessment, program services planning, and the transfer of student records. (20 USC Section 6396[b][2])
 - d. The transfer of school records without parental consent is if the local educational agency transfers the records to other school officials within the agency (whom the agency has determined to have legitimate educational interest) or to officials of another school, school system, or institution of postsecondary education where the student seeks or intends to

enroll. (See 34 Code of Federal Regulations [CFR] 99.31) This exception applies only if the local operating agency notifies parents annually of this policy. In addition, the notification of this exception is recorded via parent/guardian signature on the Certificate of Eligibility (COE) form

- e. The available of funds from other federal, state, and local programs must be taken into account. (NCLB 1304 [5])
8. In planning and carrying out such programs and projects, there will be adequate provision for addressing the unmet educational needs of preschool migratory children (20 USC 6394[c][4])
9. The effectiveness of such programs and projects will be determined, where feasible, using the same approaches and standards that will be used to assess the performance of students, schools, and local educational agencies under Improving Basic Programs Operated by Local Educational Agencies, 20 USC 6311 et seq. (20 USC 6394[c][5])
10. Such programs and projects will provide for:
 - a. Advocacy and outreach activities for migratory children and their families, including informing such children and families of, or helping such children and their families gain access to, other education, health, nutrition and social services
 - b. Professional development programs, including mentoring, for teachers and other program personnel
 - c. Family literacy programs, including such programs that use models developed under Even Start
 - d. The interaction of information technology into educational and related programs
 - e. Programs that facilitate the transition of secondary school students to postsecondary education or employment. (20 USC 6394[c][6])
11. It will assist the SEA in identifying, and recruiting eligible children, and will provide its local Migrant Education Region and the SEA with eligibility and needs assessment information, by which the SEA can complete its reporting and sub granting activities. (20 USC 6394[c][7]) The LEA will implement a program to monitor the eligibility requirements of children and youths enrolled in the Migrant Education Program. (EC 54444.1 [d]. Will establish and implement a system of quality controls for the proper identification and recruitment of eligible migratory children. (CFR 200.89[c])

Priority for Services

12. LEAs shall give priority to migratory children who are failing, or most at risk of failing, to meet the State's challenging State content standards and challenging State student performance standards, and whose education has been interrupted during the regular school year. (20 USC 6394[d]) Priority for Services-In providing services with funds received under this part, each LEA of such funds shall give priority to migratory children who are failing, or most at risk of failing, to meet the State's challenging State academic content standards and challenging State student academic achievement standards, and whose education has been interrupted during the regular school year. (NCLB 1304 [d])

Continuation of Services

13. Notwithstanding any other provision of 20 USC 6394,

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- a. A child who ceases to be a migratory child during a school term shall be eligible for services until the end of such term
- b. A child who is no longer a migratory child may continue to receive services for one additional school year, but only if comparable services are not available through other programs
- c. Secondary school students who were eligible for services in secondary school may continue to be served through credit accrual programs until graduation. (20 USC 6394[e])

Schoolwide Programs

14. Before the school chooses to consolidate in its Schoolwide program funds received under part C of Title I of the ESEA, the school must:

- a. Use these funds, in consultation with parents of migratory children or organizations representing those parents, or both, first to meet the unique educational needs of migratory students that result from the effects of their migratory lifestyle, and those other needs that are necessary to permit these students to participate effectively in school, as identified through the comprehensive Statewide needs assessment under §200.83 and
- b. Document that these needs have been met. (34 CFR 200.29[c][1][i][ii])

15. Funds available under Part C of Title 20 may be used in a Schoolwide program subject to the requirements of 34 CFR 200.29[c][1][i][ii].

Coordination of Migrant Activities

16. The LEA will coordinate with the SEA to improve interstate and intrastate coordination, including the development or improvement of programs for credit accrual and exchange. (20 USC 6398[a][1])

Unique MEP Functions

17. LEAs are to assist in the conduct of any and all of the following activities as deemed necessary by the State:

- a. Interstate and intrastate coordination of the State MEP and its local projects with other relevant programs local projects in the State and in other States
- b. Procedures for providing for educational continuity for migratory children through the timely transfer of educational and health records, beyond that required generally by State and local agencies
- c. Collecting and using information for accurate distribution of sub grant funds
- d. Development of a statewide needs assessment and a comprehensive State plan for MEP service delivery

e. Supervision of instructional and support staff

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f. Establishment and implementation of a State parent advisory council

g. Conducting an evaluation of the effectiveness of the State MEP. (34 CFR 200.82, 20 USC and Authority: 20 USC 6392, 6571)

MEP Assessment and Evaluation

18. The LEA shall determine the effectiveness of its program and projects in providing migratory children with the opportunity to meet the same challenging State content and performance standards. (20 USC 6394 and 34 CFR 200.42[a])

19. Evaluations of program and project effectiveness shall, wherever feasible, use the same high-quality yearly student assessments or transitional assessments that the State establishes for use in meeting the requirements of 34 CFR Section 200.4. (20 USC 6394 34 CFR 200.42[b])

20. In a project where it is not feasible to use the same student assessments that are being used to meet the requirements of 34 CFR Section 200.4, the operating agency must carry out some other reasonable process or processes for examining the effectiveness of the project. (20 USC 6394 and 34 CFR 200.42[c])

21. Operating agencies shall use the results of the assessments carried out under 34 CFR Section 200.42 to improve the services provided to migratory children. (20 USC 6396 and 34 CFR 200.43)

Migratory Children in Private Schools

22. Operating agencies shall conduct programs and projects under this subpart in a manner consistent with the basic requirements of 20 USC Section 6321. (20 USC 6394[c][2])

Audits and Fiscal Procedures/Cash Management

23. Operating agencies agree to maintain fiscal and programmatic records and use fiscal control and operating procedures in accordance with state and federal laws and regulations including those found in Section 435 (b)(2) and (5) of General Education Provisions Act (GEPA) and CFR, 80.40, 80.42).

24. Operating agencies agree to comply with the audit requirements of 34 CFR 75.910 and the OMB Circular A-87. Office of Management and Budget (OMB) Circular A-133. CFR, Title 34, Sec. 80.21 LEA's demonstrate the ability to minimize the time elapsing between the receipt and disbursement of migrant funds (Cash Management). LEA's must promptly pay the federal agency any interest greater than \$100 per year that they earned on the cash advances. LEA's must minimize the time between the receipt and disbursement of the federal migrant funds. (CFR Section. 80.20 [b][7])

25. Operating agencies agree to repay the California Department of Education any amounts of Title I funds determined to be expended for non-approvable purposes or in violation of federal or state laws and regulations. (34 CFR 80.51)

26. Operating agencies agree to cooperate with the Inspector General and his/her representatives in the conduct of audits authorized by the Inspector General Act of 1978. Cooperation shall include providing access to records and personnel for the purpose of obtaining information, explanations, and other related information. (34 CFR 80.42 and 80.51)
27. Operating agencies agree to expend MEP funds solely on the basis of activities and functions described in regional applications and district service agreements approved by the California Department of Education.
28. Operating agencies agree to keep fiscal records and make fiscal accounting reports for the MEP using forms and procedures developed by the California Department of Education.

Comparability

29. The local educational agencies (LEAs) may receive funds under Title I Comparability Section 1120 (A)(c) of NCLB (Public Law 107-110), only if State and local funds will be used in participating schools to provide services that, taken as a whole, are at least comparable to services that the LEA is providing in schools not receiving Title I, Part A or Migrant Education Program funds. A LEA may determine comparability on a district wide basis or on a grade span basis if the LEA files with the state educational agency (SEA) a written assurance that it has established and implemented:
- a. A LEA-wide salary schedule
 - b. A policy to ensure equivalence among schools in teachers, administrators, and other staff
 - c. A policy to ensure equivalence among schools in the provision of curriculum materials and instructional supplies. (20 U.S.C. 6321[c] PL 103-382, PL 103-382, Title XIV, Section 14101[10] and Section 14501[a])
30. The LEA may also use other measures to determine comparability such as comparing the average number of students per instructional staff or the average staff salary per student in each school receiving Title I, Part A or MEP funds with those in schools that do not receive Title I, Part A or MEP funds. If all the schools are served by Title I, Part A or MEP, a LEA must use state and local funds to provide services that, taken as a whole, are substantially comparable in each school. (20 U.S.C. 6321[c], PL 103-382, Section 1120[A] PL 103-382, Title XIV, Section 14101 [10] and Section 14501 [a])
31. The LEA may exclude schools with fewer than 100 students from its comparability determinations. The comparability requirements do not apply to an LEA that has only one school for each grade span. (20 U.S.C. 6321[c] PL 103-382, Section 1120[A] PL 103-382, Title XIV, Section 14101[10] and Section 14501[a])
32. The LEA has developed procedures for complying with comparability requirements and must maintain records that are updated biennially documenting compliance with those requirements. (20 U.S.C. Section 6321[c])
33. The LEA is required by federal regulations to develop procedures and maintain records that are updated biennially to document compliance with requirements in Section 1120A(c).

34. Annual documentation of implementation should include, but not limited to, calculations, a process or procedure that demonstrates how staff were distributed or assigned

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35. The LEA's Failure to comply with the requirements may result in the loss of Title I funds and/or Migrant Education funds.

Migrant State Assurances

Operation of Regional Offices

1. The regional offices of the MEP agree to render services and/or reimburse school districts for services approved in district service agreements in accordance with state and federal laws and administrative directives from the U.S. Department of Education and the California Department of Education (EC 54444 and 54444.1)
2. Each regional office is responsible for, but not limited to, the provision of the following services:
 - a. Funding to districts operating under service agreements
 - b. Technical assistance to districts operating under service agreements
 - c. Interagency coordination to improve services available to eligible migrant children and their families
 - d. Training for the parents and members of district, regional, and school parent advisory councils
 - e. Professional development services for migrant education staff at the school and district levels
 - f. Direct services to migrant children and their families pursuant to district service agreements. (EC 54444.4[c])

Sub Grantee

3. It is agreed that "Operating agency" means a local educational agency operating under a sub grant of state migrant education funding pursuant to a special arrangement with the department to directly implement the State's migrant education program or projects (A regional office is a local education agency to which the State Education Agency [SEA] makes a sub grant under this part.) (EC 54441[e] and 20 USC 6399)
4. The operating agency will review and recommend, in coordination with the SEA, the approval of the District Service Agreements. The operating agency's review process will be in accordance with SEA procedures to identify and address the unique needs of Migrant children and their families. (EC 54444 [a] and 54444.1[a][d][e])
5. The SEA will review and recommend approval of the operating agency Regional (Direct Funded) Application. The operating agency's review process will be in accordance with SEA procedures (EC 54444.1[a][d][e])

Service Priorities

6. LEAs agree to establish service priorities for migrant children as established in state and federal laws, the U.S. Department of Education, and the California department of Education (EC 54444 and 54444.1)

Summer School Services

7. Operating agencies agree to conduct summer school programs for eligible migrant students according to the provisions contained in this chapter. (EC 54444.3[a])

Articulation and Coordination

8. Operating agencies agree to operate programs and services for migrant children and their families, which are articulated and coordinated with existing resources from school districts and other state and federal programs. (EC 54443.1[c][10])
9. Operating agencies will solicit and make provisions for the active participation of the parents and guardians of eligible migrant students, including but not limited to, review and comment on the annual program application by the members of the appropriate advisory councils (EC 54444.2)

Staff Development and Support

10. Operating agencies agree to provide adequate professional support to staff serving migrant children and their families. Support must include, but is not limited to, training opportunities, materials, counseling, program review, and leadership. (EC 54444.4[b][3])
11. Operating agencies agree to develop and submit to the California Department of Education, professional development plans which address the needs of staff that serve migrant children and their families (EC 54444.1[e])

Parent Advisory Councils (PACs)

12. Operating agencies agree to establish and operate parent advisory councils in accordance with federal and state laws and regulations, such that:
- a. The membership of each regional parent advisory council shall be comprised of members who are knowledgeable of the needs of migrant children.
 - b. Membership shall be elected by the parents of migrant children currently enrolled in the operating agencies programs.
 - c. The composition of the council shall be determined by the migrant parents at a general meeting to which all parents of migrant children currently enrolled in the program shall be invited.
 - d. Parents shall be informed, in a language they understand, that the parents have the sole authority to decide on the composition of the council.
 - e. All parent candidates for the council shall be nominated by migrant parents.

- f. All community candidates shall be nominated by the migrant parents.
- g. All non-parent candidates shall be nominated by the groups they represent. **Item 12.3 E**
by teachers, administrators by administrators, other school personnel by other school personnel, and pupils by pupils.
- h. Each parent advisory council shall hold meetings on a regular basis during the operation of the regular program, but not less than six times during the year.
- i. At least two-thirds of the members of each parent advisory council shall be the parents of migrant children. (EC 54444.1[d] and 54444.2)

13. All other responsibilities required under other state and federal laws and regulations. (EC 54444.1 and 54444.4) Sec. 1304[c][3][A][B] NCLB)

Direct Funded Districts

- 14. A biennial vote (every other year) by the parent advisory council (PAC) of a directly funded district, to approve the participation of that district in the directly funded program, including the approval of a majority of the members who are the parents of migrant children. (EC 54444.1[c])
- 15. Operating agencies agree to provide each member of an appropriate advisory council, upon request, with a copy of all applicable state and federal laws, regulations, guidelines, audit reports, monitoring reports, and evaluation reports. (EC 54444.2[a][3])
- 16. Operating agencies agree to offer training programs to members of appropriate advisory councils to enable them to carry out their responsibilities. Training programs shall be developed in consultation with the members and include as appropriate, materials and sessions in a language understandable to each member. (EC 54444.2[a][4] and 54444.4[c][4])
- 17. Operating agencies agree to provide information regarding the MEP to parents and guardians of migrant children. (EC 5444.4 [b][2])

Evaluation Reports

- 18. Operating agencies agree to submit evaluation reports, including information on pupil progress, overall program effectiveness, and quality control as required by state and federal laws and U.S. Department of Education directives (EC 54443.1[g])

Fiscal Procedures

- 19. Operating agencies agree to adhere to fiscal procedures and submit fiscal reports as required by the California Department of Education (EC 54444.1[A][5])

Name of Applicant: Martin P. Galindo, Superintendent
 Region/District: Region 10, El Rancho Unified School District
 Printed Name of Authorized Representative: Roxane Fuentes, Assistant Superintendent
 Signature: _____ Date: _____

Item 12.3 F**ISSUE:**

Subscription to EdLeader21

ANALYSIS:

EdLeader21 is a national network of school and district leaders focused on integrating the 4 Cs (critical thinking, communication, collaboration and creativity) into education. A district subscription to EdLeader21 will provide the El Rancho Unified School District with the following (obtained from EdLeader21 publications):

Features:

- Allow access to established and well-vetted best practices
- Keep up-to-date with important news, insights, trends, case studies and practical advice about 21st century district initiatives
- Network with and learn from like-minded education leaders across the country
- Work with the nation's preeminent 21st century education experts

Benefits:

- Easily customizable for a variety of uses
- Stakeholder outreach toolkits for parents, students, educators & community groups
- Resource documents on 21st century student outcomes
- Implementation guides

Network and collaboration opportunities:

- Meet face-to-face with leaders and educators across the country at annual event
- Share content & information in an online setting
- Collaborate with other members on 21st century education projects

Professional development opportunities:

- Keynote webinars featuring thought leaders such as Tony Wagner, Yong Zhao and Daniel Pink
- Leadership blogs featuring member best practices around 21st century education

Innovative 21st century education projects:

- Nationally-vetted set of rubrics for the 4Cs - communication, creativity, collaboration and critical thinking
- Development of criteria for a 21st century school or district
- Member participation in an international benchmarking pilot assessment, PISA Based

District Log-in Personnel: Martin Galindo, Superintendent
 Roxane Fuentes, Assistant Superintendent, Educational Services
 High School Principal Representative
 Middle School Principal Representative
 Elementary School Principal Representative

Item 12.3 F

Effective: 12-month period from the date of subscription activation

Expenditure: Medium District II Subscription – \$7,500.00

Funding: State Lottery Funds, Account #01.0-11000.0-00000-21000-5810-0000006

RECOMMENDATION:

Approve twelve-month district subscription to EdLeader21, a professional learning community designed exclusively for 21st century education leaders, for the 2013-2014 school year. Total expenditure of \$7,500.00 is payable from State Lottery Funds.

Submitted by: Roxane Fuentes, Assistant Superintendent, Educational Services

August 8, 2013

Item 12.4 A

ISSUE:

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

ANALYSIS:

Monthly business reports include the following:

- Miscellaneous cash collections
- Purchase orders
- Purchase orders payable through Measure A
- Purchase orders payable through Measure EE
- A-Warrants
- B-Warrants
- Clearing account
- Revolving cash fund

Financial information will be available August 1, 2013 and reports to be provided August 2, 2013.

RECOMMENDATION:

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

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

August 08, 2013

Item 12.4 B

ISSUE:

Approve renewal of license agreement with Plaza de la Raza Child Development Services, Inc. for the use of Pio Pico Elementary School.

ANALYSIS:

Plaza de la Raza Child Development Services, Inc. has occupied the kindergarten and rooms 1-2 at Pio Pico Elementary School to operate their Child Development Services Program. The agreement governing such use of the facility expired June 30, 2013. Plaza de la Raza seeks to continue its use of the facility under a new agreement with the District. Plaza de la Raza has proven to be a dependable tenant responsibly fulfilling its financial obligations. Under the new agreement the District will continue to receive payments of \$3,000.00 per month (which includes rent, security, maintenance and utilities) for the use of this facility. License agreement shall be renewed for one year beginning August 9, 2013 through July 31, 2014. All fees collected shall be deposited in the General Fund.

RECOMMENDATION:

Approve renewal of license agreement between El Rancho Unified School District and Plaza de la Raza Child Development Services, Inc. for the use of the kindergarten and rooms 1-2 at Pio Pico Elementary School as set forth in the license agreement. Total license fee is \$3,000.00 per month, effective August 9, 2013 through July 31, 2014.

Submitted by: Leticia Covarrubias, Chief Business Officer

August 08, 2013

Item 12.4 B

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

AND

PLAZA DE LA RAZA CHILD DEVELOPMENT SERVICES, INC.

THIS LICENSE AGREEMENT (“License”) is approved and entered into as of this 9th day of August, 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 **PLAZA DE LA RAZA CHILD DEVELOPMENT SERVICES, INC.** a California Corporation (the “LICENSEE”).

RECITALS

WHEREAS, LICENSOR is the owner of certain real property located at 4211 S. Columbia Avenue, Pico Rivera, California 90660 commonly known as Pio Pico Elementary School 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, three classrooms (Building D Kindergarten, Building G Classrooms 1 & 2) located at 4211 S. Columbia Avenue, Pico Rivera, California 90660 commonly known as Pio Pico Elementary School (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 providing preschool services for children. A description of the Program is attached hereto as Exhibit “A.”

Section 2. License Fee; Deposit.

Item 12.4 B

A. License Fee. LICENSEE shall pay a fee of **Three thousand (\$3,000.00)** ("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 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 deposit with LICENSOR in addition to the first License Fee payment an additional N/A Dollars (\$ N/A) ("Security Deposit") as security for the full and faithful performance of each and every term, covenant and condition of this License. LICENSOR may use, apply or retain the whole or any part of the Security Deposit as may be reasonably necessary (i) to remedy LICENSEE's default in the payment of any License Fee, (ii) to repair damage to the Property or Facilities caused by LICENSEE, (iii) to clean the Facilities or restore the Facilities to its original condition upon termination or expiration of this License, (iv) to reimburse LICENSOR for the payment of any amount which LICENSOR may reasonably spend or be required to spend by reason of LICENSEE's default, or (v) to compensate LICENSOR for any other loss or damage which LICENSOR may suffer by reason of LICENSEE's default. Should LICENSEE faithfully and fully comply with all of the terms, covenants and conditions of this License, within thirty (30) days following the expiration or termination of the License, the Security Deposit or any balance thereof shall be returned to LICENSEE. LICENSOR shall not be required to keep the Security Deposit separate from its general funds and LICENSEE shall not be entitled to any interest on such Security Deposit.

Section 3. Term. Subject to Section 6 of this License, the term of this License shall expire on July 31, 2014 ("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 all 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 six hundred ninety two dollars (\$692.00) per month. LICENSEE's share of the utilities costs shall be payable to the District on the fifth (5th) day of each month as part of the total License Fee detailed in Section 2(A) above. The first License Fee

Item 12.4 B

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 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. 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 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 two hundred fifty nine dollars (\$259.00) 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 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. Security. 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 LICENSEE's pro-rata share of the security alarm service shall be a fixed fee of four hundred thirty two dollars (\$432.00) per month. LICENSEE's share of the security alarm service shall be payable to the District on the fifth (5th) day of each month as part of the total License Fee detailed in Section 2(A) above. The first License Fee payment, inclusive of the LICENSEE's payment for security alarm services, is due upon the execution of this Agreement.

E. Reserved.

Item 12.4 B

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.

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.

Item 12.4 B

(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 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 therefrom.

(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.

Item 12.4 B

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 6:00 p.m. Monday through Friday for the classrooms Building D Kindergarten, Building G Classrooms 1 & 2. LICENSEE shall provide LICENSOR with a 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.

Item 12.4 B

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 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.

Item 12.4 B

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:

If to LICENSEE:	PLAZA DE LA RAZA Attention: Norayma Cabot, Director 8337 Telegraph Road, Suite 300 Pico Rivera, CA 90660
If to LICENSOR:	EL RANCHO UNIFIED SCHOOL DISTRICT Attention: Leticia Covarrubias, Chief Business Officer 8910 Slauson Ave. 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 Leticia Covarrubias, its Chief Business Officer or her designee. The official representative for LICENSEE shall be Rosalina Cabunoc-Fine, its Assistant Director of Administration and Finance 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

Item 12.4 B

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.

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: Description of Program
- Exhibit B: Description of Property

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

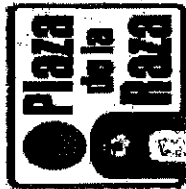
By: _____

Its: _____

LICENSEE: PLAZA DE LA RAZA

By: _____

Its: _____



Plaza de la Raza Child Development Services, Inc.

8337 Telegraph Rd., Suite 300, Pico Rivera, CA 90660

Ph.: (562) 776-1301 Fax: (562) 776-8712



Head Start/ State Preschool/ LAUP

Now Accepting Applications!

Children 3-5 years of age

¡Estamos Aceptando Aplicaciones!

Niños 3-5 años de edad

Free services include:

- Preparation for Kindergarten
- Services for children with special needs
- Health and Nutrition services (Free meals)
- Parent Involvement Educational Trainings

Servicios gratuitos incluyen:

- Preparación para el kínder
- Servicios para niños con necesidades especiales
- Servicios de Salud y Nutrición (Comida gratis)
- Entrenamientos Educativos para Participación de Padres

Serving the communities of | *Sirviendo las comunidades de:*

Azusa, Downey, El Sereno, Lincoln Heights, Norwalk, Pico Rivera, Santa Fe Springs and Whittier

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Item 12.4 B

Exhibit "B"
Description of Property

Item 12.4 B

Pio Pico Elementary
4211 Columbia Street
Pico Rivera, CA 90660

Library

14

8 9 10 11 12 13

16

6	7	B
1	2	G

Plaza De La Raza Plaza De La Raza

Plaza de la Raza

B	3	4	5
G			

Office

B G
Cafetorium

Parks & Rec.
Empty

2013

Columbia Street

Item 12.4 C

ISSUE:

Amend Board Item No. 15.4 E, approved April 18, 2013 to amend funding of the deferred maintenance summer projects.

ANALYSIS:

At the April 18, 2013 board meeting, the Board approved the implementation of building improvement projects:

Roofing Projects:

- Birney ES building B.
- Durfee ES Buildings F, G & H
- Rivera ES Buildings A, B, C, D, M & N.
- Rivera MS Building Q

Painting Projects:

- Exterior buildings at Meller/Salazar High School
- Wrought Iron Fencing at Birney, Rio Vista, North Ranchito and Burke MS

Asbestos removal:

- Asbestos removal at various locations throughout the District

Obsolete Fluorescent Lighting:

- Obsolete fluorescent light fixtures will be replaced at various locations throughout the District

The above projects were reviewed by Bond Counsel and it was determined that these projects are eligible to be funded through Bond funds. An amendment is necessary to amend funding source from deferred maintenance and capital funds to Measure "A" General Obligation Bond Funds.

RECOMMENDATION:

Amend Board Item No. 15.4 E, approved April 18, 2013 implementation of deferred maintenance summer projects. Estimated project cost is \$900,000, payable from ~~Deferred Maintenance and Capital Funds~~ **Measure "A" General Obligation Bond Funds.**

Submitted by: Carlos Jimenez, Director of Maintenance and Operations
Leticia Covarrubias, Chief Business Officer

August 08, 2013

Item 12.4 D

ISSUE:

Approve agreement with Pyro Spectaculars, Inc. located in Rancho Cucamonga, CA.

ANALYSIS:

It is the desire of the El Rancho Unified School District to employ an expert in the area of fireworks display for the homecoming half-time show at El Rancho High School on October 18, 2013. Pyro Spectaculars, Inc. is knowledgeable, experienced and has provided previous firework shows at El Rancho High School. It will be necessary to enter into an agreement with Pyro Spectaculars, Inc. in order to secure their services for this date. Pyro Spectaculars, Inc. has worked many events locally and nation wide and has provided excellent service in the past. Pyro Spectaculars, Inc. will provide all necessary liability insurance documents. Total agreement cost is \$2,500.00 payable from El Rancho High School Associated Student Body Funds.

RECOMMENDATION:

Approve agreement between the El Rancho Unified School District and Pyro Spectaculars, Inc. to provide a full service fireworks display during the homecoming half-time event at El Rancho High School on October 18, 2013. Total cost is \$2,500.00 payable from El Rancho High School Associated Student Body Funds.

Submitted by: Principal, El Rancho High School
Leticia Covarrubias, Chief Business Officer

August 08, 2013

PRODUCTION AGREEMENT

This agreement ("Agreement") is made this 8th day of August, 2013 by and between Pyro Spectaculars, Inc., a California corporation, hereinafter referred to as ("PYRO"), and El Rancho High School, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** - PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** - CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Production shall take place on October 18, 2013, at approximately 8:30 P.M., at El Rancho High School; 6501 South Passons Blvd., Pico Rivera, CA. Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of \$2,500.00 USD (TWO THOUSAND FIVE HUNDRED DOLLARS) ("Fee") for the Production. CLIENT shall pay to PYRO \$1,250.00 USD (ONE THOUSAND TWO HUNDRED FIFTY DOLLARS) of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at \$00.00 OR an amount to be determined, for a total of \$1,250.00, as a deposit ("Deposit") upon the execution of this Agreement by both parties but no later than September 3, 2013. The balance of the Fee shall be paid no later than October 21, 2013. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** - PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

Pyro Spectaculars, Inc.
 P.O. Box 2329
 Rialto, CA 92377
 Tel: 909-355-8120 ::: Fax: 909-355-9813

El Rancho High School
Item 12.4 D
 Production # 44
 October 18, 2013
 Page 2 of 4

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the Los Angeles County Fire Department, FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 to 90 days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - El Rancho High School, 6501 South Parsons Blvd., Pico Rivera, CA 90606.

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 ::: Fax: 909-355-9813

El Rancho High School
Item 124D
October 18, 2013
Page 3 of 4

18. **Modification of Terms** – All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

19. **Severability** – If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

20. **Price Firm** – If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

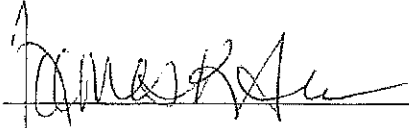
PRICE FIRM through September 3, 2013
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS, INC.

El Rancho High School

By: _____



By: _____

Its: President

Its: _____

Print Name

SHOW PRODUCER: Christopher Souza

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 ::: Fax: 909-355-9813

El Rancho High School
Item 12.4D
Production Agreement
October 18, 2013
Page 4 of 4

SCOPE OF WORK
PYRO SPECTACULARS, INC. ("PYRO")
and
El Rancho High School ("CLIENT")

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars, Inc., Production on **October 18, 2013**, at approximately **8:30 P.M.** at **El Rancho High School; 6501 South Passons Blvd., Pico Rivera, CA.**
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Application for specific pyrotechnic permits relating to the Production.
- Insurance covering the Production as set forth in the Agreement with the following limits:

<u>Insurance Requirements</u>	<u>Limits</u>	
<u>Commercial General Liability</u>	\$1,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Business Auto Liability- Owned, Non-Owned and Hired Autos</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Workers' Compensation</u>	Statutory	
<u>Employer Liability</u>	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.

Item 12.5 A

ISSUE:

Student Field Placement Agreement in Social Work – California State University, Long Beach

ANALYSIS:

The contract agreement between California State University, Long Beach and the El Rancho Unified School District authorizes the District to provide early fieldwork experiences for students enrolled in University program to prepare educational professionals in the field of Social Work. Each student designated by the University shall receive clinical social work fieldwork experience at a site designated by the District.

The term of this agreement shall commence on September 30, 2013, and will remain in effect until either party terminates it.

RECOMMENDATION:

Approve Student Field Placement Agreement in Social Work between California State University, Long Beach and the El Rancho Unified School District.

Submitted by: Mark Matthews, Director of Human Resources

August 8, 2013



Item 12.5 A

Agreement Number: _____
Replacing Agreement 11-385-0908

STUDENT FIELD PLACEMENT AGREEMENT

This Agreement is between the Trustees of the California State University (CSU) on behalf of California State University Long Beach, hereinafter called "University" and El Rancho Unified School District, hereinafter called "Facility" for field placement of University students at Facility in accordance with the attached exhibit which by this reference is incorporated into and made part of this agreement.

Exhibit A Specific Protocol, consisting of two pages

GENERAL PROVISIONS

Insurance & Indemnification

University and Facility shall each be responsible for damages caused by the negligence of its directors, officers, agents, and employees occurring in the performance of this Agreement. The provisions of this paragraph, as intended by University and Facility, shall be interpreted to impose on each party responsibility for the negligence of their respective officers, agents, and employees.

Each party shall maintain commercial general liability or a program of self insurance with limits of not less than \$1 million per occurrence or \$3 million aggregate.

University does not provide medical, health, or non-travel accident insurance for students participating in field placements.

Should Facility require proof of professional liability insurance coverage, the participating student is responsible to obtain such proof from the University's Office of Risk Management.

Workers' compensation insurance coverage for students shall be provided by Facility.

Services Responsibility

The Facility retains professional and administrative responsibility for the services rendered at the Facility.

Student Safety and Personal Risk

The Facility shall inform the participating student of any potential health or safety risks associated with their field placement.

Term of Agreement

The term of this Agreement shall be operative from date of full execution until 9/30/2018. However, either party may cancel this Agreement upon thirty (30) days written notice.

Confidentiality

All parties shall abide by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 Privacy Rule, which provides for comprehensive Federal protection for the privacy of personal health information.

California State University Long Beach
1250 Bellflower Blvd., BH-346
Long Beach, CA 90840-0123

El Rancho Unified School District
933 Lochlomond Dr.
Pico Rivera, CA 90660

Phone Number Fax Number

Authorized Signature
Mary Ann Odell
Risk Analyst

Authorized Signature

Print Name and Title

Date: 7/3/13

Date: _____

SPECIFIC PROTOCOL
SOCIAL WORK
Student Field Placement Agreement
Exhibit A

Item 12.5 A

The California State University Long Beach (University) Graduate/Undergraduate Social Work Major is approved by the California State University (CSU) Trustees and accredited by the Council on Social Work Education.

Both parties (University and Facility as identified on the signature page of this Agreement) agree to the mutual benefit hereto that students of the University's School of Social Work use the Facility for fieldwork experience.

At all times during operation of this contract the intern will be in a student-educational institutional relationship and not considered to be an employee or agent of either University or Facility.

I. FACILITY SHALL:

- A. Permit each student designated by the University pursuant to Paragraph "II. A" below to receive clinical social work fieldwork experience at the Facility and shall permit such students and University social work instructors free access to appropriate social work facilities for such clinical social work fieldwork experience.
- B. Furnish appropriate facilities, on a rotational basis, in such a manner that there will be no conflict in the use thereof between the University's students and students from other educational institutions, if any.
- C. Maintain the facilities and provide opportunities in such a manner that the minimum essentials (adequate supervision, safe environment and access to facility and supplies) for an approved fieldwork experience shall be met at all times.
- D. Assure that staff is adequate in number and quality to ensure safe and continuous client services to individuals. Facility shall maintain sole responsibility and accountability for services to children and families.
- E. Permit the Facility's social work director and other designated personnel to attend University social work faculty meetings, or any committee thereof, to coordinate the fieldwork experience program provided for under this Agreement.
- F. Have the right, after consultation with University, to refuse to accept for further fieldwork experience any University student who in the Facility's judgment is not participating satisfactorily in said program.
- G. Notify University social work instructors of any change in the Facility's social work director/management appointments.

- H. Provide emergency first aid or treatment as required in connection with any injury or illness incurred by a student during performance of his/her clinical training. Any costs associated with said emergency health care is the sole responsibility of the student.

II. UNIVERSITY SHALL:

- A. Designate enrolled University social work students for social work experience at the Facility, in such numbers as are mutually agreed to by both parties.
- B. Work with Facility to establish a rotation plan for the various types of social work experience.
- C. Keep all attendance and academic records of students participating in said program.
- D. Be responsible for student professional activities and conduct while in the Facility.
- E. Require every student to conform to all applicable Facility policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of University and Facility.
- F. Require University's social work instructors to notify Facility's director in advance of:
 - 1. Student social work schedules.
 - 2. Placement of students in fieldwork assignments.
 - 3. Changes in fieldwork assignments.
- G. In consultation and coordination with the Facility's social work director and social work staff, plan for the fieldwork experience to be provided to students under this Agreement.
- H. In consultation and coordination with the Facility's social work director arrange for periodic conferences between appropriate representatives of University and Facility to evaluate the fieldwork experience program provided under this Agreement.
- I. Provide for orientation of students and faculty assigned to Facility.

Item 12.5 B

ISSUE:

Student Teaching Agreement – Loyola Marymount University

ANALYSIS:

The contract agreement between Loyola Marymount University and the El Rancho Unified authorizes the District to provide teaching experiences in schools and classes of the District for students of the University possessing valid Character Identification Clearances. Practice teaching shall be provided in such schools or classes of the District and under the direct supervision and instruction of District employees.

The term of this agreement shall commence on August 1, 2013, through July 31, 2016, unless terminated by either party.

RECOMMENDATION:

Approve/Ratify Student Teaching Agreement between Loyola Marymount University and the El Rancho Unified School District.

Submitted by: Mark Matthews, Director of Human Resources

August 8, 2013

STUDENT TEACHING AGREEMENT
(Practice Teaching and Demonstration Teaching)

Item 12.5 B

THIS AGREEMENT is entered into the first day of **August 2013** under the authority of Section 1065 of the California Education code by and between:

LOYOLA MARYMOUNT UNIVERSITY
School of Education
One LMU Drive, Suite 2100
Los Angeles, California 90045-2659

Hereinafter called the "University," and the **El Rancho Unified School District** therein after called the "District": The parties agree as follows:

1. The term of this agreement shall be from **August 1, 2013 through July 31, 2016** unless terminated by either party on advance written notice to the other a minimum of 60 days prior to the end of the semester.
2. The District shall provide practice teaching in schools and classes of the District in terms of "semester units" for students of the University possessing valid Character Identification Clearances.

Practice 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 University, through their duly authorized representatives, may agree upon.

The District may, for good cause, refuse to accept for practice teaching any student of the University assigned to practice teaching in the District; likewise for good cause, the University shall terminate the assignment of any student practice teaching in the District.

"Practice 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 permanent or probationary employees of the District holding valid credentials issued by the Commission on Teacher Credentialing.

The number of semester units of practice teaching to be provided for each student of the University assigned to practice teaching under this agreement shall be determined by the University.

An assignment of a student of the University to practice teach in schools or classes of the District shall be at the discretion of the University, but a student may be given more than one assignment by the University with prior approval of the District, to practice teach in such schools or classes.

The assignment of a student of the University to practice teaching in the District shall be deemed to be effective for the purpose of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given him by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

3. The University shall pay the Master Teacher for performance of the services required under this agreement at the rate of \$25.00 per semester unit of practice teaching.

In the event the assignment of a student of the University to practice teaching is terminated by the University for any reason, the District shall receive payment for such student as though there had been no termination of the assignment, except that if such assignment is terminated before one half of the term of the assignment has elapsed, the District shall receive payment for one half of the assignment only. If a student is assigned by both the University and the District another Master Teacher, after an assignment has become effective, the payment due the Master Teachers shall be prorated to both Master Teachers based on the amount of their service.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the District.

Item 12.5 B

- 4. Within a reasonable time following the close of each semester the Master Teacher(s) shall submit a properly executed final evaluation form for all semester units of practice teaching. After receipt of the evaluation form, the University will make payment to the Master Teacher(s) for all practice teaching provided under and in accordance with this agreement during the said semester.

It is understood that the District shall not be obligated to accept assignments of training students beyond the ability of the District to effectively provide services pursuant to this agreement.

- 5. At the time the University designated a student for participation pursuant to this agreement, the University shall verify the student is covered by the Loyola Marymount University's mandatory Student Accident Insurance.

- 6. It is understood that, for purposes of this agreement, the student is not an employee of the University or District, regardless of the nature and extent of the acts performed by the student; that inasmuch as the student shall not be an employee of the University or the District, the University and District do not assume, and shall not assume, any liability under any law on account of any act of student while performing, receiving training, or traveling pursuant to this agreement, and that student shall not be entitled to any monetary remuneration for any services performed by student in the course of training.

Mutual Indemnification; Limits on Liability: Each party (the "Indemnifying Party") agrees to protect, indemnify, defend and hold harmless the other party and its respective employees, agents, and independent contractors (the "Indemnified Party") against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out or resulting from (i) any breach of any representation, warranty, covenant, obligation or undertaking made by such indemnifying Party hereunder, or (ii) the negligence or willful misconduct of the Indemnifying Party in connection with the subject matter of this Contract, including but not limited to the provision of food and beverage and other services and facilities (including the exhibition premises, as applicable) to the Indemnified Party or (iii) any violation of domestic or foreign law or regulation. The Indemnifying Party obligations hereunder shall survive the termination of this agreement.


Notwithstanding any other provisions in this agreement, the preceding paragraph governs the parties' indemnity obligations to each other hereunder and no limitation of liability is applicable to such obligations.

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

- University -

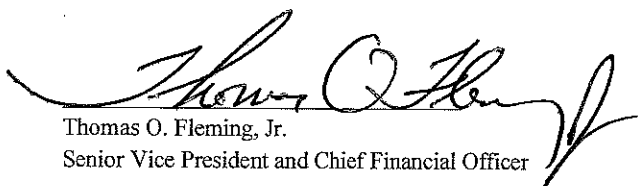
- District -

LOYOLA MARYMOUNT UNIVERSITY



Kathleen Ash
Associate Dean, Business Services
School of Education

Martin P. Galindo
Superintendent
El Rancho Unified School District



Thomas O. Fleming, Jr.
Senior Vice President and Chief Financial Officer

Item 12.5 C

PAGE(S) REMOVED

INTENTIONALLY

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

Item 12.5 D

PAGE(S) REMOVED

INTENTIONALLY

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

Item 14.1 A

ISSUE:

Eugene Obregon Congressional Medal of Honor

ANALYSIS:

The family of late Eugene Obregon donated his Congressional Medal of Honor and portrait to the District. In accordance with Board Policy 3290, all gifts, grants and bequests become property of the District.

The Medal along with the portrait of Mr. Obregon had been displayed at Obregon Elementary for many years. Being that the school is currently non-operational, Virginia LaCarra, Mr. Obregon's sole surviving sister, requested that the Medal be returned to the family. Board action is necessary to authorize the return of said District property to the family of Eugene Obregon.

RECOMMENDATION:

Approve the return of Eugene Obregon's Congressional Medal of Honor and portrait to his sole surviving sister, Virginia LaCarra.

Submitted by: Martin Galindo, Superintendent

August 8, 2013

Item 14.1 B

ISSUE:

Agreement for Services for local cinema advertising

ANALYSIS:

The District wishes to engage in positive advertisement in an effort to increase and retain student enrollment.

Screenvision Direct offers cinema advertising that reaches a wide range of people through America's #1 form of entertainment. Seventy-two percent of Americans go to the movies annually reaching a diverse cross-section of the community and captivating audiences of all ages. In a time when more and more consumers are looking to support their local businesses, Screenvision provides the branding opportunities needed to stand out and strengthen other forms of advertising. The theatre is a place that consumers are distraction free, which allows them to see the advertisement on a 40-foot screen.

The District cinema advertisement will be shown at the Pico Rivera Krikorian Theatre for a 52-week period beginning September 9, 2013 with an average of 1,386 showings per week reaching an estimated 15,000 people.

RECOMMENDATION:

Approve agreement for services with Screenvision Direct for local cinema advertising for a 52-week period beginning September 9, 2013 at the Pico Rivera Krikorian Theatre. Total cost of \$8,580.00 is payable from District General Funds in accordance with the terms and conditions of the agreement.

Submitted by: Martin Galindo, Superintendent

August 8, 2013



Prepared By:	Alfredo Lopez
For:	El Racho Unified School District
Date:	7/26/2013 Item 14.1 B
Contact #:	(562) 328-5899

Client	El Racho Unified School District			
Theatre Name	Krikorian			
City	Pico Rivera			
Cinema Element	DIGITAL			
	AA			
Est. Wkly Admissions	15,000			
Length of Ad (example :15, :30)	:15			
Pod(s) (example 1,2,3, 2&3, 1&3 or 1&2)	POD 1 & 2			
Frequency of Ad (example 1X, 2X,3x)	2			
Campaign Length # of Weeks	52			
Proposed Start Date	9/6/2013			
Total Screens	13			
Weekly Rate (Net)	\$165			
Total Media Price (Net)	\$8,580			

Pod 3 is the furthest from Movie Start Time
 Pod 2 is closer to Movie Start Time
 Pod 1 is the closest to Movie Start Time

**SCREENVISION DIRECT
LOCAL ADVERTISING INSERTION ORDER
TERMS AND CONDITIONS**

Item 14.1 B

SERVICES

1. Services. These Terms and Conditions and the Insertion Order together constitute this "Agreement." Advertiser and SVD agree that in exchange for the Agreed Sum, SVD shall perform the services ("Advertising Services") of reserving space, producing and exhibiting slides, video or other advertising material in the movie theatres more fully described in the applicable Insertion Order. The aggregate amount of on-screen advertising time described in the Insertion Order for the Advertisement(s) shall hereinafter sometimes be referred to as the "Screening Period." SVD does not guarantee any business generation or response for Advertiser from such on-screen advertising.

2. Advertisement Production, Content, Ownership.

(a) The Advertiser is responsible for supplying SVD with all necessary copy and other materials to be used for the preparation of the Advertisement ("Material") within 7 days after (i) the date of this Agreement or (ii) the date of a request for replacement Materials. Any failure by Advertiser to supply Material will not terminate this Agreement nor in any way limit the Advertiser's liability to pay the Agreed Sum to SVD. Failure by the Advertiser to provide SVD with acceptable Material in a timely manner could lead to placement on the next available drop date. If the Advertiser decides that an in-between drop date is required, then additional charges will apply on a per-theatre, per-visit basis. (b) The Advertiser acknowledges that SVD or one or more theatres may, in their sole discretion, refuse to accept any Material (including but not limited to copy illustrations, photographs and/or drawings) for the preparation of the Advertisement, or may withdraw any previously accepted Advertisement from display at any time and for any reason. In such event, SVD has the right but is not required to ask the Advertiser to submit new Material and Advertiser shall submit new Material within a reasonable time period specified in writing by SVD. If Advertiser fails to submit new Material in a timely manner, such event shall be treated as if Advertiser failed to supply Material in the first instance. (c) In the event the Advertiser requires or requests a change in the Advertisement during the Screening Period, additional handling charges will apply. (d) All Advertisements prepared by SVD are the sole property of SVD (i) the Advertiser shall have no right to obtain either originals or copies of the Advertisement created in accordance with this Agreement, and (ii) SVD shall not be required to grant any rights in or to such Advertisements to Advertiser. SVD makes no claim of ownership hereunder to any trademarks or copyrights in Material provided by Advertiser. Advertiser is not granted any rights in SVD's trademarks or copyrights. (e) Advertiser hereby grants to SVD a limited, non-exclusive, royalty-free, fully paid up license to modify, create derivative works of, reproduce, publicly perform, publicly present, display, distribute, edit, exhibit, broadcast and otherwise transmit the Material solely for the purpose of preparing and/or displaying such Advertisements on the Screens. In addition, Advertiser hereby grants to SVD, or SVD's authorized representative, the perpetual right to utilize the Material and/or the Advertisement, together with Client's company name, trademarks, logos, service names and slogans as adopted by Client from time to time and provided to SVD, in any and all media now known or hereinafter devised, but solely for the purposes of publicity, promotion and advertising of SVD's and its affiliates' products and services.

3. Costs. Advertiser shall be solely responsible for all costs it incurs in connection with this Agreement, including, without limitation, expenses associated with creating and delivering the Material and Advertisements to Screenvision, and for all out-of-pocket expenses of SVD (as invoiced).

3. Makegoods. If SVD is unable to provide at least 90% of the advertising contemplated herein for any reason, SVD will be entitled to provide extensions or additions to the Screening Period (the amount of which shall be determined by SVD in its reasonable discretion) at no further cost to the Advertiser in lieu any other remedy ("makegoods"). If the Advertisement contains material errors or misspellings which are the fault of SVD, SVD may in its absolute discretion, as Advertiser's sole remedy therefore, grant the Advertiser a time credit for a period which SVD considers sufficient taking into account the nature and degree of the errors or misspellings. Advertiser shall not have any right to an extension of the Screening Period for material errors or misspellings in any Advertisement approved by the Advertiser prior to display or based on Material provided by the Advertiser.

4. Failure to Exhibit. If for any reason SVD is unable to provide a Screening Period at a particular theatre, SVD may provide a Screening Period at another comparable theatre(s) in the same area (which theatre(s) will thereafter replace such unavailable theatre under this Agreement for the period of substitution) or, at SVD's option, SVD may terminate this Agreement in part as it pertains to exhibition at that specific theatre without any further liability. In the case of SVD's partial termination pursuant to this section, the Agreed Sum shall be reduced by a percentage of the portion of the Agreed Sum for exhibition of the Advertisement at such theatre, based upon the number of days of exhibition at such theatre cancelled by SVD as compared with the total number of days of exhibition at such theatre as specified in this Agreement.

5. Certificate of Placement. Promptly following Advertiser's request, SVD shall provide written certification which will be conclusive evidence that the Screening Period was provided at the theatre on the dates shown on that certificate. The Advertiser shall have no right to contact any theatre directly without the prior written consent of SVD.

6. No Exclusivity or Passes. This Agreement does not entitle the Advertiser to exclusivity on any Screen, whether on a category exclusivity basis or otherwise, or to any free or discounted admission passes to any theatre.

7. Exhibition Limitations. The Advertiser acknowledges that one week's screening of an Advertisement means the screening before feature films (other than private and preview screenings and feature films of studios or distributors who prohibit such screening) on those days in a week and at such times on which the Screens covered hereby are open to the public. The theatres reserve the right to hasten, delay or otherwise alter the schedule of feature film start times without notice. This right includes, but is not limited to, adjustments to schedule due to weather, auditorium cleaning or heavy attendance. Such scheduling adjustments are considered normal and necessary and are accepted by the Advertiser. The advertising program may be turned off shortly prior to the scheduled feature show time in any or all of the theatres. Such

event(s) shall not constitute a breach of this Agreement by SVD and shall not affect the fees payable hereunder.

8. Notice of Omissions and Defects. The Advertiser is responsible for notifying SVD in writing of any omissions, problems or defects in the Advertising Services provided as soon as reasonably possible, but not later than 10 days after the scheduled showing, or actual showing in the case of actual postponements due to scheduling adjustments. The Advertiser waives any right to any remedy or relief for any such omission, problem or defect if the Advertiser fails to notify SVD within the time limits set forth above.

PAYMENT

9. Payment.

(a) Screenvision will invoice Advertiser on a monthly basis. (b) Advertiser shall pay Screenvision within thirty (30) days of Advertiser's receipt of an invoice hereunder. Interest will be payable by the Advertiser on any payment which is past due, calculated at the rate of 1.5% compounded monthly for any past due amounts until the amount is paid, including but not limited to periods after a judgment is rendered, but in no event greater than the amount allowed by law. Any accrued interest will be payable to SVD as a separate debt and be recoverable accordingly. (c) The fees, costs and rates set forth on the Insertion Order are exclusive of federal, state, local or other governmental taxes, and Advertiser shall pay all such taxes related to this Agreement and/or the Advertising Services provided hereunder. (d) The Advertiser represents, warrants and agrees that any credit card information supplied in a credit card authorization related hereto is accurate, the use of such credit card is authorized and that SVD is authorized to make periodic charges against such credit card to cover the fees and charges associated with this Agreement, including the Agreed Sum. (e) The Advertiser represents, warrants and agrees that any electronic funds transfer authorization information provided by or on behalf of the Advertiser is accurate, the use of the account identified for debit of funds is duly authorized, that Advertiser shall not terminate the authorized payments without prior notice to SVD and that transfers from such account shall be used to make periodic payments to cover the fees and charges associated with this Agreement, including the Agreed Sum. (f) Any failure or inability of SVD to obtain payment via an authorized credit card, or an authorized electronic funds transfer, shall not affect Advertiser's obligation to make the payments in accordance with the provisions set forth in this section. (g) In the event of any breach of the terms of payment, SVD may, at its option, withdraw the Advertiser's ability to pay by installments, resulting in the balance of the Agreed Sum to be due and payable immediately.

10. Credit Checks. The Advertiser consents to SVD's conducting, obtaining and exchanging credit inquiries, credit checks, or inquiries with commercial credit reporting agencies ("Credit Checks") initially, throughout the term of this Agreement, and upon termination so long as amounts are claimed due to SVD. Based on information obtained through such Credit Checks, SVD retains the right to terminate this Agreement or require additional advance payments.

CANCELLATION

11. Cancellation By Advertiser. This Agreement may be cancelled by the Advertiser only if the Advertiser closes the business to which this Agreement relates and only pursuant to the following: (a) the Advertiser gives SVD 8 weeks written notice prior to the date of the closure of the business

("Effective Closing"), as well as proof of sale or closure acceptable to SVD; and (b) the Advertiser pays SVD any outstanding payments due for Advertising Services provided through the Effective Closing and 25% of the balance of the Agreed Sum payable for Advertising Services following the Effective Closing.

12. Default. If the Advertiser is in default of any of its obligations under this Agreement, including but not limited to the timely payment of monies due, SVD may in its sole and absolute discretion and without prejudice to any rights SVD may have against the Advertiser, (a) suspend provision of the Advertising Services without notice to Advertiser and/or (b) terminate this Agreement upon notice to Advertiser. In the event SVD suspends provision of the Advertising Services and/or terminates this Agreement due to the Advertiser's default, the Advertiser shall remain liable for the Agreed Sum which would have to be paid to SVD through the expiration date of this Agreement, to the extent not yet paid. Any provision of services to other clients by SVD shall not be considered as a set-off against the Advertiser's obligations under this Agreement. The Advertiser shall be liable for legal or other fees and costs are incurred by SVD (including those related to any legal action by SVD, such as collection or attorneys' fees) to collect the balance due or any past due amount.

LIABILITY

13. Representations and Warranties. Advertiser warrants and represents that it has full power and authority to enter into and perform its obligations under this Agreement, that it owns or has the right to permit the use of the Material and Advertisements as set forth herein and that the Material and Advertisements and distribution, broadcast, public presentation and public performance thereof will not: (a) infringe the rights of any third party (including without limitation, copyright, trademark and other intellectual property rights, or rights of privacy or publicity); (b) defame any person; (c) contain anything indecent or obscene; (d) constitute or contain a statement that is misleading or deceptive or likely to mislead; or (e) violate any foreign or domestic federal, state, or local law or regulation. Advertiser warrants and represents that neither SVD nor any Theatre will have any obligation to make any payment for the rights granted by Advertiser hereunder. SVD warrants and represents that it has full power and authority to enter into and to perform its obligations under this Agreement.

14. Indemnities. Advertiser shall be solely responsible for any liability arising out of the Material and Advertisements and the distribution, broadcast, public performance public presentation and use thereof under this Agreement. Notwithstanding SVD's review or approval of any Advertisements, Advertiser agrees to indemnify, defend and hold SVD, its parents, subsidiaries, related entities, directors, members, employees, agents, subcontractors and independent contractors ("SVD Entities"), and the theatres harmless from and against any losses, costs, damages, or expenses (including reasonable attorneys' fees and expenses) resulting from claims or actions arising out of or in connection with the Material and Advertisements (including, but not limited to, claims arising from the sale of goods or services by Advertiser) or Advertiser's breach of any agreement, representation or warranty hereunder (including, but not limited to, claims for infringement of copyright, trademark or other intellectual property rights, or violation of rights of privacy or publicity). Advertiser is solely responsible for the product(s) and/or service(s) advertised pursuant to this

Agreement, and SVD and its subcontractors and affiliates shall have no liability with respect thereto.

15. Limitation of Liability. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SVD AND THE SVD ENTITIES SHALL NOT BE LIABLE FOR THE CONTENT OF ANY ADVERTISEMENTS HEREUNDER AND/OR THIRD-PARTY ADVERTISEMENTS AT THE THEATRES NOR FOR ANY LOSS, COST, DAMAGE OR EXPENSE (INCLUDING COUNSEL FEES) INCURRED BY ADVERTISER IN CONNECTION WITH THE PLACEMENT OF THE ADVERTISEMENTS AT THE THEATRES, INCLUDING, BUT NOT LIMITED TO, FOR ANY TECHNICAL MALFUNCTION, COMPUTER OR OTHER ERROR, FAILURE OR REFUSAL OF A THEATRE TO EXHIBIT THE ADVERTISEMENTS, OR OTHER INJURY, DAMAGE OR DISRUPTION TO THE ADVERTISEMENTS INCLUDING ANY COSTS INCURRED BY THE ADVERTISER AS A RESULT OF REJECTED MATERIAL OR WITHDRAWN ADVERTISEMENTS PURSUANT TO SECTION 2 OF THIS AGREEMENT, OR FOR SCHEDULING ADJUSTMENTS OR CHANGES. IN NO EVENT SHALL SVD AND THE SVD ENTITIES ON THE ONE HAND AND ADVERTISER ON THE OTHER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL SVD AND THE SVD ENTITIES LIABILITY, INDIVIDUALLY AND COLLECTIVELY, EXCEED THE TOTAL AMOUNT PAID TO SVD BY ADVERTISER HEREUNDER.

GENERAL TERMS

16. Confidentiality. The Advertiser acknowledges that the Advertising Services, including, without limitation, the technology, know-how, details, designs and specifications thereof, and SVD the SVD Entities marketing and operational strategies, services and customers are confidential and/or proprietary to SVD the SVD Entities, as applicable. Such information, if disclosed to the Advertiser, is done so in strict confidence and solely for the purposes of effectuating this Agreement and with the express understanding that (a) such information is and will remain the sole and exclusive property of SVD and the SVD Entities, as applicable, and (b) the Advertiser will not disclose to any third party or use for its own purposes any such information. Advertiser shall not contact any theatre directly regarding the Advertisement(s), the Advertising Services or this Agreement without the prior written consent of SVD.

17. Force Majeure. SVD shall not be in breach hereunder or otherwise liable to Advertiser due to delays caused by any factors beyond SVD's control, including, but not limited to, strikes, boycotts, war or acts or threats of terrorism, Acts of God, governmental actions, labor troubles, riots or restraints of public authority. Where possible, SVD shall notify Advertiser of any such delays.

18. Acceptance by SVD. This Agreement will not be binding on SVD for any purpose until it has been accepted by SVD; if SVD rejects this Agreement, notice thereof will be sent to Advertiser within twenty one (21) business days of execution of the Insertion Order by Advertiser. When accepted by SVD, this Agreement will constitute a binding Agreement, without need for communication of acceptance to the Advertiser.

19. Invalidity and Waiver. If any provision of this Agreement is found to be illegal, invalid, or unenforceable, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remainder of this Agreement (and such provision as so modified) shall remain in full force and effect. No waiver of rights under this Agreement by either party shall constitute a subsequent waiver of such rights or of any other right under this Agreement. Advertiser hereby waives the right to seek specific performance of any provision of this Agreement or injunctive relief against SVD relating to any provision of this Agreement.

20. Assignment. The Advertiser may not assign or transfer any of the rights conveyed in this Agreement. Without limiting the generality of the foregoing, Screening Period purchased hereunder is non-transferable. SVD may freely assign or transfer any of its rights and obligations under this Agreement. Any assignment in violation of this Agreement shall be void. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon each of the parties and their respective, permitted successors and assigns.

21. No Relationship. The parties to this Agreement are independent contractors. No agency, fiduciary duties, partnership, joint venture, or employment relationship is created between parties by this Agreement, and neither party shall have the right or authority to bind the other party in any way.

22. Entire Agreement. This Agreement constitutes the entire agreement between the parties, is intended to supersede all prior agreements, understandings and representations, written or oral with respect to the Agreement, the Advertising Services and any other subject matter hereof and may not be contradicted by evidence of any other agreement, understanding or representation. The parties expressly agree that in the event of a conflict between the terms of this Agreement and the terms of any agreement, contract or insertion order provided by the Advertiser, the terms of this Agreement shall govern, notwithstanding any similar statement in such other agreement. Section headings are for convenience of reference only and shall not be deemed to alter or affect any provision hereof. Any amendment to this Agreement shall not be valid unless such amendment is in writing and signed by both parties.

23. Governing Law. This Agreement will be deemed to have been entered into in New York, New York, and will be governed by and construed in accordance with the laws of the State and County of New York without regard to any conflict of law principles. The Advertiser agrees to submit to the exclusive jurisdiction of the federal, state, and local courts located within the State of New York. Advertiser agrees that it may only bring claims against SVD in courts located in the State and County of New York located in Rochester, New York.

Item 141 B

Item 14.1 C

ISSUE:

Modernization of the Culinary Arts facilities at El Rancho High School

ANALYSIS:

The Culinary Arts class at El Rancho High School provides an enhanced Career Technical Education (CTE) program which has been highly successful in providing a food service and hospitality career pathway for ERUSD students. This program has produced many entrants into established professional culinary arts schools. This has been accomplished in spite of learning in a less than adequate facility.

Architectural services are required to assist the District in planning and design for modernization and upgrade of the facilities. The District desires to engage in the Request for Proposal (RFP) process for said architectural services.

RECOMMENDATION:

Authorize the Superintendent and/or designee to engage in the Request for Proposal (RFP) process for architectural services to modernize and upgrade the El Rancho High School Culinary Arts facilities funded through Measure "A" General Obligation Bond Funds.

Submitted by: Martin Galindo, Superintendent

August 8, 2013

Item 14.1 D

ISSUE:

The District is in need of forming effective partnerships to increase student achievement outcomes.

ANALYSIS:

In partnership with the Cisneros Foundation and Brown University, the District would like to enter into a partnership with Brown University's Urban Education Program that will provide the services of an intern to provide strategic support at the direction of the Superintendent's Office with a focus on the analysis of district-wide strategies to improve student achievement outcomes.

RECOMMENDATION:

Authorize the Superintendent to enter into an agreement with Brown University's Urban Education Program.

Submitted by: Martin Galindo, Superintendent

August 8, 2013

**Item 14.1 D****EL RANCHO UNIFIED SCHOOL DISTRICT
Pico Rivera, California****Agreement for Internship Services between the
El Rancho Unified School District and
Brown University Master in Urban Education Policy Program**

WHEREAS, Brown University's Urban Education Program will identify and place a master's student intern to provide research support for the strategic work of the Superintendent; and

WHEREAS, the policy intern will start the second week of August and will complete a final policy deliverable on a key ERUSD initiative by April 30, 2014. The internship will be conducted through on-site and on-line venues. It is expected that the policy intern will work on-site at ERUSD for some of the days during August, October or November, December, January, and March or April. On average, the intern will work 16-20 hours per week between the second week of August 2013 and the last week of April 2014; and

WHEREAS, the Brown University Urban Education Program policy intern will be housed at the district's central office. The intern will provide timely research support for the Superintendent. The Superintendent will provide periodic feedback on the quality and the progress of the work conducted by the policy intern. This feedback will be shared with the Director of the Urban Education Program, Dr. Kenneth Wong, at least once every semester; and

WHEREAS, the Superintendent has identified the need for El Rancho Unified School District to enhance the college-going culture. To facilitate this vision, the Superintendent plans to focus on learning and teaching in mathematics, especially student readiness for Algebra I and high school mathematics performance. A closely related topic is teacher pre-service training and in-service professional development in STEM; and

WHEREAS, in addressing these issues, the policy intern will gather and analyze evidence that pertains to efficacy of district practices, including resource allocation and teacher hiring and development policy. Where appropriate, the intern may conduct focus groups and interviews with administrators, teachers, parents, students, and/or other stakeholders,

Item 14.1 D

THEREFORE, this agreement is made and entered into this 8th day of August, 2013 by and between the El Rancho Unified School District and Brown University Master in Education Policy Program.

**GOVERNING BOARD
EL RANCHO UNIFIED SCHOOL DISTRICT**

Kristina Acevedo
Brown University Intern

Martin Galindo, Superintendent
and Secretary to the Board of Education

Brown University Faculty Supervisor

Date

Item 14.1 E

ISSUE:

District Legal Services

ANALYSIS:

The District desires to retain legal services from the law firm of Garcia, Hernandez, Sawheny & Bermudez, LLP to serve as Special Counsel to the District. The firm will handle all matters assigned to it by the District which may include services in the area of personnel, labor and employment, special education and routine education and government law matters. These may also include matters requiring specialty expertise such as business service and finance matters, the negotiation and preparation of business contracts, real estate matters, intellectual property and technology matters, construction, and litigation. The firm will provide all legal services reasonably required to represent the District's best interests.

All fees for services will be invoiced on a monthly basis payable within thirty (30) days of receipt.

RECOMMENDATION:

Authorize the Superintendent to enter into a Retainer Agreement for Legal Services with the law firm of Garcia, Hernandez, Sawheny & Bermudez, LLP effective August 8, 2013 in accordance with the terms and conditions of the Agreement.

Submitted by: Martin Galindo, Superintendent

August 8, 2013

July 29, 2013

Mr. Martin Galindo
Superintendent
El Rancho Unified School District
9333 Loch Lomond Drive
Pico Rivera, CA 90660

Re: Retainer Agreement for Legal Services

Dear Mr. Galindo:

Please allow me to express Garcia, Hernández, Sawhney & Bermudez, LLP's ("the Firm") appreciation to the Board of Trustees and Administration of the El Rancho Unified School District (the "District") for the opportunity to provide legal services to the District. We look forward to working with you and your team. This letter sets forth our firm's rate structure for the provision of any legal services that you may choose to have us provide for the District.

California *Business and Professions Code* Section 6148 requires a written fee agreement between the District and the Firm. The written fee agreement sets forth the scope of legal services that the Firm is prepared to perform and the fees that we charge for those services. This letter is intended to fulfill the requirements of Section 6148. Additionally, the Firm carries professional liability insurance applicable to the services to be rendered.

Scope of Services

The District is retaining the Firm to serve as Special Counsel to the District. The Firm will handle all matters assigned to it by the District. These may include services in the areas of personnel, labor and employment, special education and routine education and government law matters. These may also and matters requiring specialty expertise such as business service and finance matters, the negotiation and preparation of business contracts, real estate matters, intellectual property and technology matters, construction matters and litigation. We will provide all legal services reasonably required to represent the District's best interests in these areas matter and any other matter forwarded to us for handling. We will keep you informed of significant developments and promptly respond to all of your inquiries. The District agrees to cooperate with us, keep us informed of developments and pay our bills and all costs incurred on its behalf in a timely manner.

Fees

We are pleased to offer legal services in the areas of personnel, labor and employment, special education and routine education and governmental law matters at

the discounted hourly and blended rate of \$235.00 an hour for all attorneys, \$150.00 an hour for law clerks and \$125.00 an hour for paralegals.

Please note that certain matters may require specialized expertise although we do not anticipate that any of these will occur within the personnel, labor and employment arena. The firm typically performs these services at specialized services rates, although such rates are also discounted for public school district clients. More particularly the rates for specialty services are \$235 per hour for attorneys with one to three years experience, and \$250 per hour for attorneys with four to six years of experience. Rates for attorneys with seven or more years of experience, of counsel attorneys and partners of the firm will range from \$265 to 295 per hour. Our rates for law clerks and paralegals in specialty matters remain at \$150 per hour for law clerks and \$125 per hour for paralegals.

Specialty rates will apply to business service and finance matters, the negotiation and preparation of contracts, real estate matters, intellectual property and technology matters, construction matters and litigation. There may be matters not covered in the foregoing areas. In the event that the District requires such other complex or specialized services, we will inform and negotiate such rates with you, and by approval of this agreement the Board of Trustees authorizes the Superintendent to agree to and attach such negotiated rates as an amendment to this retainer agreement.

The rates set forth above will remain in effect through June 30, 2014. On or after June 30, 2014 the Firm shall be entitled to increase its rates by either (a) the percentage increase in the Consumer Price Index for Los Angeles County over the prior twelve months or (b) the percentage increase District's revenue limit. The Firm shall be entitled to defer any rate increase and implement such deferred increase at a later date without prejudice to any future rate increase.

Costs and Expenses

The District hereby authorizes us to incur all reasonable costs and to hire any consultant, expert, or other service reasonably necessary in our judgment to accomplish the tasks for which we have been retained, subject to your prior approval. We reserve the right to advance payment on these costs or, in the alternative, to request the service provider/vendor to bill you directly. The District agrees to reimburse the Firm for costs advanced on its behalf and pay service providers/vendors immediately when we have asked them to bill you directly.

The Firm will absorb incidental charges such as minor in-house copy jobs, facsimile and minor postage charges. Other incidentals, such as filing fees, messenger and other delivery fees, parking, mileage at the IRS rate, travel expenses (including airfare at the least expensive rates, lodging, meals, and ground transportation), charges for outside assisted legal research, investigation expenses, and consultants' fees, are billed to the client on a monthly basis at cost. Our firm does not mark-up any of these incidental expenses. The Firm will, of course, itemize all costs incurred and provide back-up documentation upon request.

Billings

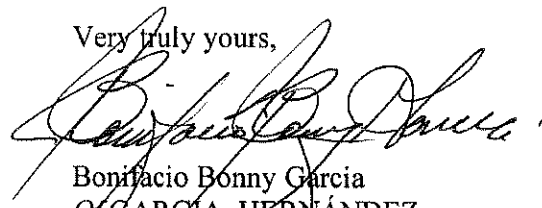
The Firm will bill the District for legal services and costs on a monthly basis. The District agrees to pay the full amount set forth in our statements within thirty (30) days of receipt of our invoices.

Term and Termination

The District may discharge us at any time, and the District agrees to execute all documents reasonably necessary to complete our discharge. In the exercise of our sole discretion and consistent with the rules of ethics, we reserve the right to terminate this agreement on thirty days prior written notice, or to otherwise withdraw immediately from representing the District in any individual matter, and you agree to execute all documents reasonably necessary to complete our withdrawal. Conduct which may cause the Firm to withdraw includes but is not limited to: (a) any failure to timely pay the Firm's statements or costs incurred by the Firm on the District's behalf; (b) any refusal to cooperate with the Firm in a material matter; or (c) any fact or circumstance that would render the Firm's continuing representation unlawful or unethical. In the event of such discharge, termination or withdrawal the District agrees to pay all outstanding invoices and such legal fees and costs incurred as of the last day of the firm's representation of the District.

If the foregoing terms and conditions are satisfactory, please execute this letter in the space provided below and return a signed copy to me in the enclosed self-addressed, stamped envelope. Again, we appreciate the opportunity to represent the District and look forward to working with you. As always, should you have any questions, comments or concerns, please do not hesitate to give me a call.

Very truly yours,



Bonifacio Bonny Garcia
Of GARCIA, HERNÁNDEZ,
SAWHNEY & BERMUDEZ, LLP

I have read and am authorized to agree to the foregoing:

EL RANCHO UNIFIED SCHOOL DISTRICT

By: **Martin Galindo**
Superintendent

Item 14.3 A**ISSUE:**

Cisneros Foundation educational field trips

ANALYSIS:

The Cisneros Foundation/Generation 1st Degree and their affiliates have partnered with the El Rancho Unified School District to support a college-going culture which encourages students to pursue a college education and provides guidance and support in this endeavor. Part of the program will include college and university field trips, as well as career-based excursions, sponsored by the foundation. To facilitate a timely response to opportunities for our students to attend these field trips, pre-approval is requested.

Program Goals: One of the objectives will be to help students overcome both real and perceived barriers to college access and career success. Through these experiences, students will build confidence and receive practical tools to help them along their pathways for college and career.

Stipulations: The following requirements must be fulfilled in order for a field trip to take place:

- Field trips must follow Board Policy/Administrative Regulation 6153: "School-sponsored Trips."
- All chaperones must be approved/cleared by the Human Resources Department.
- Transportation provided by the Pupil Transportation Cooperative (PTC) will require no special documentation; other modes of transportation must provide insurance and School Pupil Activity Bus (SPAB) certification to the Business Services office prior to a field trip.
- Overnight trips will include accommodation information.

Participants: El Rancho Unified School District students

Effective: August 9, 2013 – August 31, 2014

Funding: All costs will be paid by the Cisneros Foundation/Generation 1st Degree and/or district funds, if needed.

RECOMMENDATION:

Approve field trips sponsored by the Cisneros Foundation/Generation 1st Degree for El Rancho Unified School District students, effective August 9, 2013 through August 31, 2014. All costs associated with field trips will be paid by the Cisneros Foundation/Generation 1st Degree and/or district funds, if needed.

Submitted by: Roxane Fuentes, Assistant Superintendent, Educational Services

August 8, 2013

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

August 08, 2013

Item 14.4 A**AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES**

This Construction Management Services Agreement ("Agreement") is made and entered into this 8th day of August, 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

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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.

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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 months
Closeout	1 month
Contingency	2 months

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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: _____

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: August 8, 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.

Item 14.4 A

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 The Construction Manager will review and recommend, in conjunction with the District and Architect, any necessary or desirable changes to any contract documents. Any modifications or changes will require prior written approval from the District.

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. Construction Manager will assist the District with negotiation, preparation and distribution of Change Orders. The Construction Manager will provide 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.

Item 14.4 A

8.11.2.2 Construction Manager shall assist the Architect in the review and evaluation of Claims.

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

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Manager shall assist the Architect in conducting final inspections and reviewing punch list items.

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

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be paid for performing the Basic Services required by this Agreement on an hourly basis pursuant to the rates set forth in Exhibit "B, not to exceed \$320,000.00 which include all costs for General Conditions. The District will provide the General Conditions in accordance with Section 9.4 below. In 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.

General Conditions include all construction phases, including pre-construction, post construction, close labor and non-general condition costs. The fees for services have been identified not to exceed \$320,000.00 and no other hidden fees are implied.

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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.

Item 14.4 B

ISSUE:

Approve to accept proposal from Forensic Analytical Consulting Services.

ANALYSIS:

Forensic Analytical Consulting Services is an environmental health consultant that will conduct a visual inspection of the girls' locker room and adjacent weight room (interior and exterior) at El Rancho High School. Services also include the inspection of the HVAC system servicing the subject space, to collect samples and prepare a mold and moisture assessment report.

Total cost for services shall not exceed \$1,250.00, payable from Measure "A" General Obligation Bond Funds.

RECOMMENDATION:

Approve to accept proposal submitted by Forensic Analytical Consulting Services to conduct an inspection and prepare a mold and moisture assessment of the girls' locker room and adjacent weight room at El Rancho High School. Total cost not to exceed \$1,250.00 payable from General Obligation Bond Funds.

Submitted by: Carlos Jimenez, Director of Maintenance and Operations
Leticia Covarrubias, Chief Business Officer

August 08, 2013



July 23, 2013

To: Carlos Jimnez
Director of Maintenance
El Rancho Unified School District

cjimnez@erusd.org

From: Michelle Rosales
Forensic Analytical Consulting Services
2959 E Pacific Commerce Dr.
Rancho Dominguez, CA 90221

mrosales@forensicanalytical.com
Phone: 310-668-5617

Subject: Proposal for Mold and & Moisture Assessment (FACS PROLA1001)

Forensic Analytical Consulting Services (FACS) is pleased to present this proposal to provide environmental health consulting services to you ("Client") at El Rancho High School located at 6501 Passons Blvd., in Pico Rivera, CA.

Scope of Work

Subject to the attached terms and conditions, rates and the other provisions of this proposal, FACS will provide the following services:

1. **Conduct a site inspection.**
 - a. Conduct a visual inspection of the subject space (girl's locker room and adjacent weight room) interior and exterior. Inspect HVAC system servicing the subject space, for the presence of potential sources, reservoirs, and/or pathways of contaminants.
 - b. Communicate with "Client" and building representatives to develop a history of events and an understanding of current conditions.
2. **Sampling**
 - a. A limited number of microbial spore trap samples (2 interior and 2 exterior controls) may be collected as warranted by visual observations.
 - b. A limited number of fungal surface and/or bulk samples (1-2) may be collected as warranted by visual observations.
3. **Analysis and report generation. FACS will:**
 - a. Prepare a report including a discussion of purpose, methodology, findings, sample results, conclusions, and recommendations as necessary.
4. **Additional items.**
 - a. FACS will engage in communication, coordination and research activities as required in order to complete the above scope of work.
 - b. During the course of the project, if conditions may arise that significantly change the scope of work. Out of scope work will proceed per client discretion on a time and materials basis per the attached fee schedule irrespective of the cost limitations cited in this proposal.
 - c. Cost based on standard laboratory turnaround time (3-5 days). Any rush request will be at an increased cost to the client.
 - d. FACS requires that a Client and/or building representative be present to assist the investigators throughout the site visit with access to all building spaces, as applicable.

Cost

The project will be charged on a time and materials basis according to the attached fee schedule.

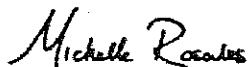
Not to Exceed: \$1,250.00

Limitations

The proposed scope of work is limited to the conditions and practices observed and information made available to FACS. The methods, conclusions, and recommendations provided are based on FACS' judgment, experience and the standard of practice for professional service. They are subject to the limitations and variability inherent in the methodology employed. As with all environmental investigations, this investigation is limited to the defined scope and does not purport to set forth all hazards, nor indicate that other hazards do not exist.

Please contact our office if you have any questions regarding the information provided (310-668-5600). If this proposal is acceptable, please sign below and return to our office by fax or email (see above). Thank you again for your time and consideration.

Respectfully,
FORENSIC ANALYTICAL



Michelle Rosales, MPH, CIH

Attachments: Fee Schedule
Terms & Conditions

AUTHORIZATION TO PROCEED

Proposal #: **Proposal for Mold & Moisture Assessment**
PROLA1001

The terms and conditions set forth in the above proposal, attached fee schedule and terms and conditions documents are acceptable and within the approval authority of the undersigned. This acknowledgement shall have the force and effect of Notice to Proceed to provide the proposed scope of work. Private individual customers must provide a valid credit card number.

Signed: _____ Date: _____

Printed Name on Card: _____



Las Vegas – Los Angeles – Portland – Sacramento – San Francisco

ENVIRONMENTAL SERVICES DIVISION FEE SCHEDULE

LABOR

	Rate per hour
CIH or PhD	\$200
Senior Project Manager	\$150
Project Manager	\$125
Project Specialist	\$ 95
Technician	\$ 75
Administrative Support	\$ 50
Deposition/Testimony	Rate x 1.5
Emergency Response (case-by-case basis)	Rate x 2
Overtime	Rate x 1.5

LABORATORY SERVICES**Microbiology**

Non-Viable Air	\$ 65
Non-Viable Bulk	\$ 50
Standard turnaround time for non-viable samples: 3 to 5 days.	

Rush Services

Same Day	x 2.5
1-Day	x 2
2-Day	x 1.5

Viable Air (Asp/Stachy)	\$ 70
Viable Air (Full Speciation)	\$230
Viable Bulk (Asp/Stachy)	\$ 75
Viable Bulk (Full Speciation)	\$280
Turnaround time for viable samples: 10 to 14 days.	

PCR (1-species)	\$ 45
PCR (8-species)	\$195
PCR (16-species)	\$295

Asbestos

PCM (air)	\$ 14
PLM (bulk)	\$ 16
TEM (air)	\$150
Standard turnaround time: 24 hours	

Other

AAS (individual metals)	\$ 18
Standard turnaround time: 5 days	

Particle ID	
Standard turnaround time: 10 days	\$175

Gravimetric	
Standard turnaround time: 24 hours	\$ 30

MISCELLANEOUS

Mileage	Cost plus 15%
Reimburseables	Cost plus 15%
Equipment & Consumables	Cost plus 15%

Please contact your local Forensic Analytical office for a complete list of services.



GENERAL TERMS AND CONDITIONS

ALL ORDERS FOR GOODS AND/OR SERVICES SET FORTH IN FORENSIC ANALYTICAL'S SCOPE OF WORK (THE "SERVICES") SHALL BE COVERED BY THE FOLLOWING EXPRESS TERMS AND CONDITIONS WHICH SHALL CONSTITUTE THE ENTIRE CONTRACT (THE "CONTRACT") BETWEEN FORENSIC ANALYTICAL CONSULTING SERVICES, INC. (THE "SELLER") AND THE BUYER (THE "BUYER").

1. **TERMS AND CONDITIONS.** All terms and conditions relating to the rendering of services or the sale of goods by Seller are set forth herein. The Contract contains the final and complete agreement between the parties and there are no representations or warranties, expressed or implied, with respect to services or goods, except as specifically set forth herein. No waiver by Seller of any default shall be deemed a waiver of any subsequent default. Failure of Seller to object to provisions contained in any order or other communication from Buyer shall not be construed as a waiver of any right or remedy of Seller hereunder, nor an acceptance of any such provisions.
2. **INDEMNIFICATION.** The buyer agrees to defend, indemnify and hold Seller harmless from any claim or liability for injury or loss, including all attorney fees and related costs arising in whole or in part from the negligent act or omission, and/or strict liability of the Buyer or Anyone directly employed by the Buyer. The Seller does not guarantee the completion of performance of contracts by third parties, nor is it responsible for their acts or omissions, nor for the safety of any workplace other than Seller's premises. The Seller agrees to defend, indemnify, and hold Buyer harmless from any claim or liability for injury or loss, services provided by the Seller to the extent such liability arises out of the Seller's willful misconduct or negligent performance of the service.
3. **COMPENSATION.** Unless stated otherwise in a Letter of Agreement between Seller and Buyer, the compensation for services will be billed in accordance with the agreed upon rates, subject to change upon notification. Time spent in traveling, when in the interest of the project, will be charged to the Buyer. Reimbursable expenses will be charged at cost plus 15%.
4. **PAYMENT TERMS.** Payment terms are net 15 days unless special written arrangements have been made. Seller may, at any time, suspend performance of any service, withhold written reports or require payment in cash, security or other adequate assurance satisfactory to Seller when, in Seller's opinion, the financial condition of Buyer or other grounds for insecurity warrant such action. Seller reserves the right to assess late charges on accounts past due at a rate of 18% per annum. Any attorney fees or other costs incurred in collecting any delinquent amount shall be paid by the Buyer.
5. **TAXES.** All sales taxes or use taxes, whether now existing or hereinafter imposed or modified, or taxes or duties of any nature whatsoever which may be assessed, shall be paid by Buyer. In the event Seller is required to pay any such tax, Buyer shall reimburse Seller therefore on demand. In lieu of such payment, Buyer shall provide Seller at the time the order is submitted with exemption certificates or other documents acceptable to taxing or customs authorities.
6. **CREDIT.** This contract is given and accepted subject to Seller's approval of Buyer's credit, determinable at any time and from time to time by Seller in its sole judgment, affecting the whole or any unfulfilled portion of this contract.
7. **LEGAL ENFORCEMENT OF GENERAL CONDITIONS.** If any portion of this Contract is found to be unenforceable, the remaining portions of the Contract shall remain in effect and enforced.
8. **MODIFICATION OF AGREEMENT.** The foregoing conditions may be modified only by written agreement and signed by duly authorized representative of the Seller and the Buyer.
9. **AGREEMENT OF BUYER.** I understand the foregoing General Conditions and Compensation and agree to abide by all herein.

Signature

Company

Title

Date

Item 14.4 C**ISSUE:**

Approve agreement with School Innovations & Achievement, Inc.

ANALYSIS:

School Innovations & Achievement, Inc. (SI&A) prepares and files mandated cost claims for school districts and county offices throughout California. SI&A shall assist the District in the preparation and filing of reimbursement claims for the cost of the Mandate Reimbursement Process Program legislatively mandated by the State of California as well as an assessment of compliance practices in place as it relates to the Mandated Cost Program. SI&A agrees to prepare and file:

- (1) 2012/13, 2013/14, 2014/15 reimbursement claims outside the block grant;
- (2) Late and amended 2011/12, 2012/13 and 2013/14 reimbursement claims; and
- (3) Newly claimable programs approved by the Commission if the filing deadline is within the agreement period and the claim is not included in the existing block grant.

SI&A shall hold training for District's staff, monitor mandated cost tracking system, serve as liaison with the State Controller's Office and the Commission regarding statewide cost estimate request responses and general questions from the State Controller's Office; provide representation in connection with a State audit of claims. Mandate services agreement shall be effective upon approval and automatically expire on June 30, 2016; agreement period consist of three District fiscal years.

RECOMMENDATION:

Approve agreement between El Rancho Unified School District and School Innovations & Achievement, Inc. to provide consulting services to assist the District in the preparation of filing of reimbursement claims for the costs of the Mandate Reimbursement Process Program legislatively mandated by the State of California. Agreement shall be effective upon approval and automatically expire on June 30, 2016. Total cost is \$26,300.00 annually, payable from General Funds and reimbursable under the mandate claim process.

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

August 08, 2013



MANDATE SERVICES AGREEMENT
Between
SCHOOL INNOVATIONS & ACHIEVEMENT, INC.
And
EL RANCHO UNIFIED SCHOOL DISTRICT

THIS AGREEMENT, dated August 08, 2013 (the "Agreement") is made by and between El Rancho Unified School District ("District"), and School Innovations & Achievement, Inc., a California corporation ("SI&A"), each being a "Party" and collectively the "Parties."

RECITALS

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

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

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

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Period.** The Agreement period begins July 1, 2013 (the "Effective Date") and will automatically expire on June 30, 2016 (the "Expiration Date"). The Agreement period consists of three (3) District fiscal years (July 1, 2013 through June 30, 2014; July 1, 2014 through June 30, 2015; and July 1, 2015 through June 30, 2016) (the "Agreement Period"). Each fiscal year within the Agreement Period is an "Agreement Year."

2. **Services.**

2.1 **Description of Services.** SI&A agrees to provide District the following consulting services ("Services") during the Agreement Period:

(a) **Prepare and file (based on the District's Participation Status, with information provided by the District):**

Item 14.4 C

(i) For Agreement Year 2013/2014:

If District selects MandatePrep® Services:

- (1) 2012/2013 reimbursement claims;
- (2) Late and amended 2011/2012 reimbursement claims; and
- (3) Newly claimable programs approved by the Commission on State Mandates (“Commission”) if the filing deadline is within the Agreement Period.

If District selects Mandate Block Grant Services:

- (1) 2012/2013 reimbursement claims outside the block grant;
- (2) Late and amended 2011/2012 reimbursement claims; and
- (3) Newly claimable programs approved by the Commission if the filing deadline is within the Agreement Period and the claim is not included in the existing block grant.

(ii) For Agreement Year 2014/2015:

If District selects MandatePrep® Services:

- (1) 2013/2014 reimbursement claims;
- (2) Late and amended 2012/2013 reimbursement claims, but only if District chose mandate reimburse and not mandate block grant for the claim year; and
- (3) Newly claimable programs approved by the Commission if the filing deadline is within the Agreement Period.

If District selects Mandate Block Grant Services:

- (1) 2013/2014 reimbursement claims outside the block grant;
- (2) Late and amended 2012/2013 reimbursement claims, but only claims outside the block grant if District chose mandate block grant for the claim year; and
- (3) Newly claimable programs approved by the Commission if the filing deadline is within the Agreement Period and the claim is not included in the existing block grant.

(iii) For Agreement Year 2015/2016:

If District Selects MandatePrep® Services:

- (1) 2014/2015 reimbursement claims;

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- (2) Late and amended 2013/2014 reimbursement claims, but only if District chose mandate reimbursement and not mandate block grant for the claim year; and
- (3) Newly claimable programs approved by the Commission if the filing deadline is within the Agreement Period.

If District selects Mandate Block Grant Services:

- (1) 2014/2015 reimbursement claims outside the block grant;
 - (2) Late and amended 2013/2014 reimbursement claims, but only claims outside the block grant if District chose mandate block grant for the claim year; and
 - (3) Newly claimable programs approved by the Commission if the filing deadline is within the Agreement Period and the claim is not included in the existing block grant.
- (b) Hold training sessions for District's staff during the Agreement Period, as necessary or appropriate (as reasonably determined by SI&A);
 - (c) Monitor District's mandated cost tracking systems for each Agreement Year;
 - (d) Research and assist District with data collection for test claims approved by the Commission during the Agreement Period;
 - (e) Serve as a liaison with the State Controller's Office and Commission regarding (i) statewide cost estimate request responses, and (ii) general questions from the State Controller's Office; and
 - (f) Provide representation of District with respect to any State audit of mandate reimbursement claims that were prepared and submitted with SI&A's assistance pursuant to this Agreement, unless prior to claim submission SI&A advised District that SI&A would not provide audit assistance, due to potentially unresolved audit issues (such as documentation or data problems) or claim rejection concerns.

2.2 Selection of Services. No later than October 1 within each Agreement Year, District shall provide written notice to SI&A of District's selection of either MandatePrep® Services or Mandate Block Grant Services for that Agreement Year.

3. **District's Obligations.**

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

Item 14.4 C

the documentation obtained from District and other corroborating information may be used by SI&A for filing and/or supporting the reimbursement claims, or responding to audits or investigations.

3.2 Claim Approval. Upon presentation of a claim for District’s approval, District agrees to review the claim and respond to SI&A by either: (a) certifying to SI&A, under penalties of perjury, that the time, costs and other data collected by District and furnished to SI&A in support of the claim are true and correct; or (b) provide SI&A with notice specifying why the foregoing certification may not be true. All notices and certifications must comply with the requirements of Section 4 of the Standard Terms and Conditions.

3.3 For Mandate Block Grant Services. The District acknowledges and agrees that the Compliance Advisory Services provided by SI&A in connection with potential audit matters consists of providing recommendations and support with forms and back-up documentation collected and that it is the District’s responsibility to ensure the District’s compliance with all mandate block grant requirements

4. California False Claims Act. District acknowledges that reimbursement claims filed under this Agreement constitute “claims” under the California False Claims Act (California Government Code Section 12650, et seq.) (“False Claims Act”) and consequently, District, its employees, contractors and other persons acting on its behalf, may be subject to the provisions of the False Claims Act. Among other things, the False Claims Act imposes liability for treble damages, penalties and costs of civil recovery actions upon persons who “knowingly” present or cause to be presented false claims, or who “knowingly” make or cause to be made false records or statements in support of a claim. Under the False Claims Act, “knowingly” means that a person, with respect to information, has actual knowledge of the information or acts in deliberate ignorance or reckless disregard of the truth or falsity of the information.

5. Payment of Fees.

5.1 Fees. For Services provided pursuant to the terms of this Agreement, District agrees to pay SI&A **\$30,900**, annually, for MandatePrep® Services or **\$26,300**, annually, for Mandate Block Grant Services based on the District’s Participation Status for the claim year, (the “Fee”) for the fiscal years 2013/14, 2014/15 and 2015/16.

5.2 Payment Plan. The Fee is payable in annual or semi-annual installments as indicated below. District must clearly mark one payment plan below. If a plan is not clearly identifiable by SI&A, then District agrees to pay the Fee on an annual basis.

3 annual payments due July 1, 2013, 2014 and 2015.

6 semi-annual payments due July 1, 2013, 2014 and 2015, and January 1, 2014, 2015 and 2016.

5.3 Travel; Lodging Expenses. If SI&A reasonably determines that travel to District’s site is necessary, SI&A and District shall schedule mutually convenient dates and times for such

Item 14.4 C

meetings. All travel and lodging expenses incurred by SI&A in connection with the Initial Scope of Services are included in the Fee.

- 6. **Entire Agreement.** This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A is the final expression of, and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.
- 7. **Exhibits.** All exhibits referred to in this Agreement are attached and incorporated herein by this reference.
- 8. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.

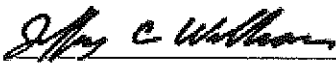
IN WITNESS WHEREOF, the District and SI&A have made and executed this Agreement as set forth below.

SI&A:

DISTRICT:

**SCHOOL INNOVATIONS
& ACHIEVEMENT, INC.**

**EL RANCHO UNIFIED SCHOOL
DISTRICT**

Signature: 
Date Signed: 5/22/2013
Print Name: Jeffrey C. Williams
Title: Chief Executive Officer
Company: School Innovations & Achievement
Address: 5200 Golden Foothill Parkway
El Dorado Hills, CA 95762
Phone: (800) 487-9234
Fax: (888) 487-6441

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

EXHIBIT A - STANDARD TERMS AND CONDITIONS

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

Item 14.4 D

ISSUE:

Approve acceptance of proposal by Tech Ed Services, Inc. to assist with the E-Rate Program Application process for Funding Year 2014.

ANALYSIS:

Under the E-rate program eligible schools and libraries may apply for discounted eligible telecommunications, internet access and internal connections services. Tech Ed Services, Inc. proposes to assist the District with the Universal Service Fund (E-Rate) application process and requirements for funding year 2014. Proposal includes the application process as well as subsequent filling/reports for 2014. Additional services include but not limited to:

- Review of current Network/Telecommunication Infrastructure
- Identification of new services that will be required and/or existing services to be terminated
- Provide guidelines for purchasing and document control requirements
- Vendor data forms/filings to request allowable discounts
- Review updated eligibility guidelines/services when released by FCC/USAC

Total contract cost is \$27,500.00 (which reflects a \$1,000 customer loyalty discount) payable in three installments, first installment due upon approval of contract, second installment due upon delivery of Form 471, and third installment due June 2014.

With the exceptional services provided by Tech Ed Services, the District is scheduled to receive approximately \$912,418 in E-Rate funds/discounts for funding year 2013.

RECOMMENDATION:

Approve acceptance of proposal by Tech Ed Services, Inc. for professional services to assist the District with the Universal Service Fund (E-Rate) Application process for Funding Year 2014. Total cost of \$27,500.00 is payable from District General Funds/E-Rate Funds.

Submitted by: Leticia Covarrubias, Chief Business Officer

August 08, 2013



TECH ED SERVICES, INC.
 Proposal for El Rancho Unified School District
 Prepared by: Tech Ed Services, Inc.
 June 10, 2013

Item 14.4 D

The services below are designed to address the following stated needs: Assistance with Universal Service Fund Application(s) (E-Rate) for Funding Year 2014:

The E-rate program is formally known as the Schools and Libraries Universal Service Support Program. Under the E-rate program, eligible schools, libraries, and consortia that include eligible schools and libraries may apply for discounted eligible telecommunications, Internet access, and internal connections services [47 C.F.R. §§ 54.501-54.502, and 54.504].

Based on conversation with El Rancho Unified School District (ERUSD), it has been identified that the scope of work for direct E-Rate consulting services for Funding Year 2014 will include form preparation and filing support for the applications listed below, as deemed eligible under the Universal Service School and Libraries Eligible Services List (FCC CC Docket No. 96-45, Report and Order, 12 FCC Rcd 8776 (1997), and all amended revisions through the proposal date above. Should FCC eligibility guidelines or ERUSD needs for FY2014 increase, this proposal may be adjusted accordingly.

This is a custom proposal prepared by Tech Ed Services, Inc. (TES) solely for the use of ERUSD. All services are provided upon 1) receipt of ERUSD Purchase Order with the self-certification and liability waiver statement below and 2) a Letter of Authorization from ERUSD to allow TES staff to communicate with Service Providers and the Universal Service Fund Administration, Schools and Libraries Division (USAC, SLD) on behalf of ERUSD.

Self-certification and liability waiver statement: The following statement must be included on any contract or purchase order prior to TES beginning support services:

El Rancho Unified School District (ERUSD) acknowledges that the Universal Service Fund (E-Rate) application program is self-certifying and will assign an authorized staff member to certify that ERUSD has reviewed their application (including all appropriate forms, filings and postings) for accuracy and completeness. Tech Ed Services, Inc. (TES) will rely on the information provided by ERUSD and will prepare disclosures accordingly. ERUSD acknowledges that the FCC reserves the right to review eligibility guidelines each year and that TES does not imply on-going eligibility of any service. TES will advise ERUSD on best practices throughout the application process and will document potential issues identified. However, it is the sole responsibility of ERUSD to understand and comply with all requirements of the E-Rate program and FCC rules. TES will advise ERUSD on any issues or discrepancies discovered in periodic telecommunications billing reviews. However, it is the sole responsibility of ERUSD to formally review its monthly telecommunication and any additional E-Rate eligible bills, to ensure accuracy of amounts and applied discounts or refunds, as applicable. ERUSD will hold TES harmless for any errors or omissions in the E-Rate application process, recommendations, forms, filings, postings or other resulting documentation.

Scope of Work: As the E-Rate consultant, TES will assist ERUSD with the E-Rate process and requirements in the following areas for FY2014:

- Identification of Roles/Responsibilities of ERUSD Staff and contact information for current vendors
- Creation of process timeline for ERUSD, to meet all applicable deadlines
- Review of Technology Plan Status [47 C.F.R. §§ 54.503, 54.504, 54.508] and CIPA/Internet Policy Compliance [47 U.S.C §§ 254(h), 254(l); 47 C.F.R. § 54.520]
- Review of current Network/Telecommunications Infrastructure (with diagrams, as applicable)
- Review of previous year's USF filings and supporting documentation, including all existing contracts
- Review of previous year's vendor billing (selected invoices, including invoices for non-recurring services)
- Review of vendor usage reports, as applicable
- Identification of, and discussion regarding, any network changes, migration of services, replacement, etc.
- Identification of new services that will be required and/or existing services to be terminated under existing contracts and/or tariff agreements
- Identification of rates, estimates, inventory of numbers and/or trending for use in procurement of new contracted services
- Review/Update of district data relating to services impact (including budget to validate project matching funds allocation) [47 C.F.R. § 54.504]
- Confirm procurement processes, guidelines, regulations and requirements for ERUSD, to meet all state/local laws and USF/FCC requirements [47 C.F.R. § 54.503; Cal. Pub. Cont. Code §§ 20110-20118.4; Cal. Educ. Code §§ 17595-17606]
- Provide information on best practices throughout the term of the consulting relationship between TES and ERUSD
- Define and identify the best alternative discount method for funding year
- Review updated eligibility guidelines/services when released by FCC/USAC, and advise ERUSD accordingly for applications filings.
- Assist authorized/assigned ERUSD staff member(s) with:
 - Applicable agreement amendments and California Public Utility Commission (CPUC) filings, if needed, as a result of FCC eligibility changes
 - Applicable USF form preparations, postings and filings (including 470, 471, 486, 472 etc.)
 - Vendor communications and contract negotiations, as appropriate
 - Procurement processes such as bid response rankings and vendor selections, as appropriate
 - Program Integrity Assurance Inquiries/Selective Review responses
 - Vendor data forms/filings to request allowable discounts (including review of monthly invoices, as needed)
- Review funding year vendor billings to confirm requests for funding are accurate, and to identify any issues (ongoing review of selected invoices)

2014 Applicable Products/ Services Anticipated

As the E-Rate consultant, TES will assist ERUSD by applying the above E-Rate SOW to the following applicable ERUSD products/services anticipated for FY2014: **Item 14.4D**

Priority 1

470/471 applications and subsequent filing/reports for 2014 Telecommunication and Internet Access applicable services for El Rancho USD, anticipated as follows:

Cellular Service (exp. 6/30//2014) - (Vendor TBD)

District WAN (exp. 6/30//2015) - Time Warner

Internet Access (exp. 6/30//2015) - Time Warner

Long Distance (exp. 1/20/2015) - Verizon Business Network Service, Inc. (MiCTA) - CalNet renewal, new state contract (Vendor TBD), or other vendor

Basic Telephone Service(s) (exp. 1/20/2014) - Verizon Business Network Services, Inc. (on behalf of Verizon California) - CalNet renewal, new state contract (Vendor TBD)

Priority 2 If Required

470/471 Additional Priority 2 services for El Rancho USD, anticipated as follows: ERUSD FY2014 eligible schools @90% discount level per ERUSD/TES determinations.

TOTAL COST: \$27,500.00

(Price reflects \$1,000.00 Customer Loyalty Discount)

Payment Schedule: 1/3 invoiced on project commencement, 1/3 upon delivery of Form 471; Final 1/3 invoiced prior to closure of 2013-2014 school fiscal year end.

Vendor: Tech Ed Services, Inc. • One World Trade Center, 8th Floor • Long Beach, CA 90831 • (562) 869-1913 • FAX (562) 869-5673
(CA Certified Small Business #0040031)

Item 14.4 E**ISSUE:**

Proposal by Tech Ed Services, Inc.

ANALYSIS:

Tech Ed Services, Inc. (TES) will assist in the development of an instructionally-focused and E-Rate/ state-approved ERUSD 2014-2017 District Technology Use Plan. The following products/services are included:

- TES overall plan facilitation
- Document writing and revisions, as may be requested by CTAP/LACOE/ITO and the CDE, through the county/state approved processes, July through December 2013
- district stakeholder input and data collection
- I/T and budget information and other as may be required in advance of applicable Fall 2013 ERUSD P2 E-Rate Form 470s for FY2014, as anticipated by the district

Phase I: Initial orientation meeting to begin the project, invoiced upon delivery of the project timeline (Estimated August 2013)

Phase II: Data gathering, invoiced upon delivery of the initial draft document (Estimated late September/early October 2013)

Phase III: Technology plan finalization, invoiced upon delivery of the final draft to ERUSD for its submission to county/state (Estimated December 2013)

See proposal for details of each phase.

Expenditure: Payment Schedule: 1/3 will be billed upon project commencement (Phase I = \$6,500), 1/3 upon delivery of initial draft (Phase II = \$6,500) and 1/3 upon delivery of final draft (Phase III = \$6,500); total: \$19,500.00.

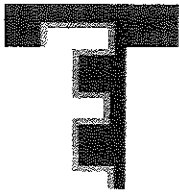
Funding: District General Funds

RECOMMENDATION:

Approve proposal by Tech Ed Services, Inc. for assistance with the development of the El Rancho Unified School District's 2014-2017 District Technology Use Plan, effective August 9, 2013 through June 30, 2014. Total expenditure of \$19,500.00 is payable in portions as each phase of the project is completed, as listed, from District General Funds.

Submitted by: Leticia Covarrubias, Chief Business Officer

August 8, 2013



TECH ED SERVICES, INC.

Item 14.4 E

Proposal for El Rancho Unified School District

Prepared by Tech Ed Services, Inc.
July 25, 2013

This proposal has been prepared as a follow-up to the communications between District Staff of El Rancho Unified School District (ERUSD) to address the following stated needs: assistance with the development of an instructionally focused and E-Rate/state-approved ERUSD 2014-17 District Technology Use Plan.

Based on the scope of work for similar, successfully completed programs, the following products/services are included: TES overall plan facilitation, document writing and revisions, as may be requested by CTAP/LACOE/ITO and the CDE, through the county/state approval processes; July-December 2013; district stakeholder input and data collection, I/T and budget information and other as may be required in advance of applicable Fall 2013 ERUSD P2 E-Rate Form 470s for FY2014 as anticipated by district.

Table with 5 columns: Part #, Qty, Product, Unit Cost, Extended Cost. Rows include DTUP-1, DTUP-2, DTUP-3, and a Total row.

Ordering Information: For assistance e-mail Cindy Cabral at ccabral@techedservices.com

Vendor: Tech Ed Services, Inc. One World Trade Center, 8th Floor, Long Beach, CA 90831 (562) 869-1913 or (800) 832-4411 • FAX (562) 869-5673 (State of California Certified Small Business #0040031)

One World Trade Center
8th Floor
Long Beach
California
90831-0800
TEL: 800.832.4411
562.869.1913
FAX: 562.869.5673
www.techedservices.com

Item 14.4 F**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 \$66,662.00. 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

August 08, 2013

SUPPLEMENTAL AGREEMENT NO. 11-1244-2

Item 14.4 F

AMENDMENT TO AGREEMENT NO. 11-1244

THIS SUPPLEMENTAL AGREEMENT is entered into this 8th day of August, 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, not to exceed \$66,662, 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 stated in said bills or statements for said services within thirty (30) days after the bills or statements are mailed by City to District. Total costs not to exceed \$66,662. 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

Item 14.5 A

ISSUE:

Appointment to the position of Director of Student Services

ANALYSIS:

Due to the resignation of the former Director of Student Services and the need to ensure continued support for the District and Student Services, a Director must be appointed.

DIRECTOR OF STUDENT SERVICES:

Effective: 8/9/13

Funding Source: District General Funds

RECOMMENDATION:

Approve appointment to the position of Director of Student Services for the 2013/2014 school year.

Submitted by: Mark Matthews, Director of Human Resources

August 8, 2013

Item 14.5 B

ISSUE:

Appointment to the position of High School Principal

ANALYSIS:

Due to the vacancy of the Principal at El Rancho High School, and the need to ensure continued support for the school site, a new Principal must be appointed.

HIGH SCHOOL PRINCIPAL:

_____ El Rancho High

Effective: 8/9/13

Funding Source: District General Funds

RECOMMENDATION:

Approve appointment to the position of High School Principal for the 2013/2014 school year.

Submitted by: Mark Matthews, Director of Human Resources

August 8, 2013

Item 14.5 C

ISSUE:

Appointment to the position of Elementary Principal

ANALYSIS:

Due to the retirement of two former Elementary Principals and the need to ensure continued support for the school site, two new Elementary Principals must be appointed.

ELEMENTARY PRINCIPAL:

Riviera Elementary
South Ranchito Elementary

Effective: 8/9/13

Funding Source: District General Funds

RECOMMENDATION:

Approve appointment to the position of Elementary Principal for the 2013/2014 school year.

Submitted by: Mark Matthews, Director of Human Resources

August 8, 2013

Item 14.5 D

ISSUE:

Appointment to the position of Assistant Principal

ANALYSIS:

Due to the vacancy of the Assistant Principal of Guidance at El Rancho High School, and the need to ensure continued support for the department, a new Assistant Principal must be appointed.

ASSISTANT PRINCIPAL:

_____ El Rancho High, Guidance Department

Effective: 8/9/13

Funding Source: District General Funds

RECOMMENDATION:

Approve appointment to the position of Assistant Principal for the 2013/2014 school year.

Submitted by: Mark Matthews, Director of Human Resources

August 8, 2013

Item 14.5 E

ISSUE:

Tentative Agreements/Memorandums of Understanding-California School Employees Association (CSEA)

ANALYSIS:

Various Tentative Agreements and Memorandums of Understanding were agreed upon and created during negotiations sessions throughout the school year. Copies of these Tentative Agreements and Memorandums of Understanding are attached.

RECOMMENDATION:

Approve/Ratify Tentative Agreements/Memorandums of Understanding between the California School Employees Association (CSEA) and the El Rancho Unified School District.

Submitted by: Mark Matthews, Director of Human Resources

August 8, 2013

Item 14.5 E

California School Employees Association & El Rancho Chapter 107
and
El Rancho Unified School District

April 5, 2013

Article VII – Organizational Rights (new Section 7)

The District shall not contract out work customarily and routinely performed by bargaining unit employees. However, due to the magnitude and complexity of certain work that may not be within the capability of District employees, the District may consider contracting out work on an as-needed basis.

Article VII – Organizational Rights (new Section 8)

The District agrees to provide up to one and a half hours of release time, inclusive of travel time, for night custodians to attend CSEA chapter meetings and special meetings. CSEA shall provide a copy of the notice of meeting to Human Resources by email prior to the meeting. The custodians shall travel directly from their work site to the meeting and promptly return to their work site at the conclusion of the one hour meeting. If there is a vote to be taken at the meeting, the custodians shall be given first priority for voting.

Article VII – Organizational Rights (new Section 9)

The District shall notify the Chapter President or designee by email of the hiring of employees placed in a vacant position as either temporary, short-term, or substitute employees. When possible, the notification shall include the beginning and ending dates of employment.

Article VII – Organizational Rights (new Section 10)

The President or designee shall be released from duty without loss of pay to attend quarterly employee orientations for new bargaining unit employees. During the orientation, the President or designee shall receive approximately one hour to conduct a presentation for new bargaining unit employees. New employee orientations, if needed, shall take place quarterly on the first Tuesday of the month with the first meeting of the year in September.

Item 14.5 E

April 16, 2013

CSEA Counterproposal to the District:

Article XVII – Transfers

No change in contract language. Agreed

Item 14.5 E

April 16, 2013

CSEA Counterproposal to the District:

Article XXI – Safety Conditions

Section 4 – New (renumber existing Sections 4 and 5)

The District shall arrange appropriate training for bargaining unit members who customarily work with hazardous or pathogenic materials.

Agreed

Item 14.5 E

May 3, 2013

Article XV111- Layoff and Reemployment-

Section 4- Replace ~~45 days with~~ sixty (60) days.

Section 5- At least ~~45~~ sixty (60) days prior to effecting a layoff, the District shall meet with CSEA to review and respond to the order of layoff.

Section 5- The District and CSEA shall negotiate the decision to reduce work hours of bargaining unit employees.

May 3, 2013

1. CSEA Sick Leave Bank Committee.

- a. The CSEA Sick Leave Bank Committee shall manage and operate the Sick Leave Bank. The Committee shall be responsible for determining the appropriate amount of days, if any, to distribute to applicants.
- b. The Sick Leave Bank Committee shall consist of the CSEA President, the CSEA Vice President, and three (3) CSEA members at large. The decisions of the Committee shall be final and binding and are not subject to the Grievance Procedures of this contract.
- c. The Committee may require additional information and validation of illness or injury at the employee's expense.
- d. The Committee shall not authorize more than 50 days or 50% of the total available days in the Sick Leave Bank, whichever is less, to any one unit member for a single catastrophic illness or injury.
- e. **The Committee shall receive information pertaining to the amount of days in the bank, and a list of participating members upon request.**

2. Eligibility, Participation and Membership.

- a. An employee must have at least one work year's allotment of sick leave before he/she can participate in the Bank.
- b. An employee must complete and submit the approved membership application to the Committee by the first Friday in October.
- c. In order to qualify for consideration for usage of the leave, an employee must:
 - 1) Be a current member of the Bank.
 - 2) Contribute a minimum of one (1) day of sick leave per year to maintain membership in the Bank. "One day" shall be defined as the regular workday assignment of the employee donating the day.
 - 3) Membership in the Bank shall automatically continue from year to year with the transfer of one (1) day from the enrolled employee's District sick leave to the Bank. Employees may donate a maximum of one-half of their earned yearly sick leave

Item 14.5 E

account in any given year provided that they notify the Committee in writing by the first Friday in October.

- 4) **Upon separation, CSEA employees who are not eligible to receive Public Employees' Retirement System (PERS) service credit may elect to donate their unused sick leave days to the Catastrophic Leave Bank.**

3. Exclusions.

The following categories are excluded from Sick Leave Bank benefits:

Employees with pending and/or approved worker's compensation claims and related illness leaves.

Illnesses or injuries in the immediate family or anyone other than the employee.

4. Membership Cancellation.

- a. Employees may discontinue participation in the Sick Leave Bank by submitting a letter to the Committee indicating their membership cancellation. The letter must be submitted by the first Friday in May.
- b. Donations of sick leave days to the Bank are irrevocable and nonrefundable.

5. Request for Sick Leave Bank Days.

- a. Employees who are seeking consideration of Sick Leave Bank days must fill out the approved application form and submit the form to the Committee. All information must be filled out completely. The Committee may reject applications for incompleteness.
- b. The Committee shall forward a copy of the application to the District and indicate on such application whether the request was approved or rejected and if approved, the number of days authorized by the Committee.
- c. In the event that an employee does not utilize all of the approved days, the unused days shall be returned to the Sick Leave Bank.
- d. **The employee must have exhausted all paid leaves of absences, including approved workers compensation claims, prior to utilizing the Catastrophic Leave Bank.**

Item 14.5 E

6. Catastrophic Leave Status.

- a. Employees shall be considered in regular paid status but shall not earn vacation or sick leave while utilizing days from the Sick Leave Bank.
- b. Employees shall receive their regular rate of pay for days authorized by the Committee.

7. Sick Leave Bank Days.

- a. All donations of days shall be general in nature. A day donated by an employee shall be considered one day for the purpose of the Bank and shall not be prorated.
- b. Unused Sick Leave Bank days shall be carried forward to the following year.

8. Hold Harmless

It is agreed that CSEA shall indemnify and hold harmless the District, the Board of Education and its members, and each member of management, against any and all claims, demands, lawsuits, or any other action arising from or in connection with the Sick Leave Bank.

Item 14.5 E

May 21, 2013

Article IX – HOURS AND OVERTIME

New Section 13. Substitute and Short-Term Employees.

- A. Substitutes and short-term employees, as defined in Education Code section 45103, employed and paid for less than 75 percent of a school year, shall not be a part of the classified service.
- B. If a short-term employee works more than 75 percent of a school year in the same classification, defined in section 45103 as 195 working days, including holidays, sick leave, vacation and other leaves of absence, irrespective of number of hours worked per day, in the same classification, he/she shall be made a permanent employee in that position, and shall receive all appropriate PERS credits, vacation, sick leave, and other leaves retroactively from the first day of employment.
- C. The District shall make good faith efforts to fill vacant positions within sixty (60) days.

California School Employees Association and El Rancho Chapter #107

and

El Rancho Unified School District

Memorandum of Understanding

Food Service Department

July 3, 2013

As a result of encroachment on the General Fund, and in order to avoid layoffs in the Food Services Department for the 2013 – 2014 school year, the El Rancho Unified School District and California School Employees Association and its El Rancho Chapter #107 enter into this Memorandum of Understanding (MOU).

1. All Cafeteria Managers 1 will be reduced to 7.5 hours a day.
2. All Cook/Bakers will be reduced or increased to 6.5 hours a day except those working at El Rancho High School. Cook/Bakers most senior will be transferred to El Rancho High School as needed.
3. The District and CSEA shall negotiate the effects of layoffs/reductions in assigned time.
4. This MOU is subject to review of CSEA Policy No. 610, ratification by CSEA membership, and approval of the Board of Education.

Item 14.5 F

ISSUE:

Tentative Agreements/Memorandums of Understanding-El Rancho Federation of Teachers (ERFT)

ANALYSIS:

Various Tentative Agreements and Memorandums of Understanding were agreed upon and created during negotiations sessions throughout the school year. Copies of these Tentative Agreements and Memorandums of Understanding are attached.

RECOMMENDATION:

Approve/Ratify Tentative Agreements/Memorandums of Understanding between the El Rancho Federation of Teachers (ERFT) and the El Rancho Unified School District.

Submitted by: Mark Matthews, Director of Human Resources

August 8, 2013

MEMORANDUM OF UNDERSTANDING
between
EL RANCHO UNIFIED SCHOOL DISTRICT
and
EL RANCHO FEDERATION OF TEACHERS

Item 14.5 F

March 27, 2013

This Memorandum of Understanding is entered into by and between the El Rancho Unified School District and the El Rancho Federation of Teachers, collectively referred to as the "Parties."

The parties agree that this MOU applies to all kindergarten classes and programs and shall have the following criteria during the 2013-2014 school year:

1. The District shall form combination classes for kindergarten only as a last resort after considering all other possible choices. In the event that a combination class is formed, the District shall provide an instructional aide for three (3) hours per day in that combination class;
2. District average class size of 23 students per class and an individual maximum (hard cap) that will not exceed 25 students per class;
3. Full-day kindergarten teachers shall have at least a 30-minute duty-free lunch period or the same length of lunch break as other teachers at the same school site;
4. Full-day kindergarten classrooms shall be grouped together, to the extent possible;
5. The District shall make every effort to provide enough desks and chairs appropriate for kindergarten students;
6. The minimum total number of instructional minutes for a full-day kindergarten program shall be 40,625 minutes;
7. Full-day kindergarten teachers shall submit a list of items that they need for enrichment activities so that the District can buy such items on a bulk basis. The District shall allocate a maximum spending limit of \$250.00 per full-day kindergarten teacher;
8. All kindergarten teachers should be afforded the opportunity to meet regularly as a whole group (i.e. on some modified days).

EL RANCHO FEDERATION
OF TEACHERS

EL RANCHO UNIFIED
SCHOOL DISTRICT

MEMORANDUM OF UNDERSTANDING **Item 14.5 F**
between
EL RANCHO UNIFIED SCHOOL DISTRICT
and
EL RANCHO FEDERATION OF TEACHERS

July 25, 2013

This Memorandum of Understanding is entered into by and between El Rancho Unified School District and the El Rancho Federation of Teachers, collectively referred to as the "Parties".

The Parties agree that the following agreements regarding the modified work schedule at El Rancho High School shall be in place during the 2013-2014 and 2014-2015 school years only for classroom teachers and counselors assigned to El Rancho High School.

1. Article VI, Section A, paragraph 1 of the collective bargaining agreement shall be temporarily amended to allow the teachers' and counselors' work day to commence fifteen (15) minutes before the instructional day begins and to terminate after the last scheduled class ends.
2. Teachers and counselors shall be allowed one (1) additional day of sick leave for each year of the two-school years shown above.
3. This MOU shall not establish a precedent for resolving similar or related issues that may arise in the future and neither Party may claim this MOU as a prior practice should similar or related issues arise after the date of this MOU.

Item 14.5 G

ISSUE:

Amendment to Employment Contract for Superintendent of Schools

ANALYSIS:

The El Rancho Unified School District and Superintendent Martin Galindo agree to amend the Employment Contract, dated June 19, 2013, to clarify and correct the intended number of work days and the calculated daily rate of pay.

RECOMMENDATION:

Approve Amendment to the Employment Contract between El Rancho Unified School District and Martin Galindo.

Submitted by: Mark Matthews, Director of Human Resources

August 8, 2013

**AMENDMENT TO
EMPLOYMENT CONTRACT BETWEEN
EL RANCHO UNIFIED SCHOOL DISTRICT AND
MARTIN GALINDO**

Item 14.5 G

The El Rancho Unified School District and Superintendent Martin Galindo agree to amend the Employment Contract, dated June 19, 2013, attached hereto as Exhibit "1," to clarify and correct the intended number of work days and the calculated daily rate of pay. Unless otherwise indicated, the remainder of the attached Contract will remain in full force and effect.

Section I, Term of Contract, shall be amended as follows:

This Contract for employment is for a three (3) year term, beginning on and from July 1, 2013, through June 30, 2016. The Superintendent is required to render twelve (12) months (239 days) of full and regular service to the El Rancho Unified School District during each annual period covered by this Contract, except as otherwise provided herein.

In the event that the Board determines to impose a reduction of work days for either certificated or classified managers during the term of this Contract, the Superintendent agrees that the Board may impose a comparable number of such "furlough days" upon the Superintendent. These will be days in which the Superintendent will not be required to provide service to the District and will result in a commensurate reduction of the Superintendent's pay calculated at a daily rate of \$857.74 [annual salary divided by 239 (total number of workdays)] for each furlough day imposed. The specific furlough dates taken will be determined by the Board after consultation with the Superintendent

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Amendment on the 8th day of August, 2013.

MARTIN GALINDO

Martin Galindo

Date: _____

GOVERNING BOARD OF THE EL RANCHO UNIFIED SCHOOL DISTRICT

By: _____
President of the Governing Board

Date: _____

EMPLOYMENT CONTRACT FOR SUPERINTENDENT
Between
Governing Board of Trustees
El Rancho Unified School District
and
Martin Galindo

It is hereby agreed by and between the Governing Board of the El Rancho Unified School District, located in Los Angeles County, State of California, (hereinafter referred to as the "Board" and/or "District") and Martin Galindo (hereinafter referred to as "Galindo" or "Superintendent") to enter into an Employment Contract for Superintendent ("hereinafter referred to as "Contract") upon the following terms:

I. TERM OF CONTRACT

This Contract for employment is for a three (3) year term, beginning on and from July 1, 2013, through June 30, 2016. The Superintendent is required to render twelve (12) months (215 days) of full and regular service to the El Rancho Unified School District during each annual period covered by this Contract, except as otherwise provided herein.

In the event that the Board determines to impose a reduction of work days for either certificated or classified managers during the term of this Contract, the Superintendent agrees that the Board may impose a comparable number of such "furlough days" upon the Superintendent. These will be days in which the Superintendent will not be required to provide service to the District and will result in a commensurate reduction of the Superintendent's pay calculated at a daily rate of \$953.49 [annual salary divided by 215 (total number of workdays)] for each furlough day imposed. The specific furlough dates taken will be determined by the Board after consultation with the Superintendent.

II. SALARY

The Superintendent's annual base salary during the first year of the term shall be \$205,000, payable in equal monthly installments. The base salary for each of the subsequent years of this Contract shall not be less than the base salary for the first year, except as provided herein, i.e. subject to imposition of furlough days.

However, following his evaluation for the 2014-2015 school year, if the Superintendent receives at least an overall "Satisfactory" or better evaluation, the Board may exercise its discretion to provide a salary increase for the third year of this Contract in an amount as the Board may deem appropriate. A salary increase shall be memorialized as a written amendment to this Contract, that is approved by the Board at one of its regular Board meetings. Approval of a salary increase shall neither create a new employment agreement nor extend the termination date of this Contract.

Item 14.5 G**III. BENEFITS**

- A. **VACATION ACCRUAL:** The Superintendent shall earn twenty-four (24) days of paid vacation annually and accrue up to a total of thirty (30) days only, exclusive of holidays. The Superintendent may carry over earned vacation days from year to year, but in no event shall the number of accrued vacation days carried over from one school year to the next exceed thirty (30), unless otherwise approved by the Board in writing. The Superintendent is encouraged to take vacation time during the same year as the vacation days are earned. Vacation days may be taken at any time, where doing so does not interfere with the Superintendent's carrying out of duties under this Contract. The Superintendent shall be responsible for obtaining advanced approval from the President of the Governing Board to meet these requirements. Upon termination of this Contract, any accumulated and unused vacation days shall be paid at the daily salary rate in effect as of July 1 of the then-current school year, not to exceed a total of thirty (30) days.
- B. **SICK LEAVE:** The Superintendent shall also earn sick leave, at the rate of one (1) full day per month, for a total of twelve (12) per year. Earned sick leave shall accumulate as provided by state law and Board policies and regulations.
- C. **PHYSICAL EXAMINATION CERTIFICATION:** The Superintendent shall submit to a comprehensive medical examination by a doctor of medicine of the Superintendent's choice not less than once every two years and not more often than once each year. The cost of said medical examination shall be borne by the District to the extent not covered by the District's medical insurance. Following each examination, a statement signed by the physician certifying to the physical competency of the Superintendent shall be filed with the Board President upon such request from the Board. Such statement shall be treated as confidential information by the Board. Nothing herein shall be deemed to waive the physician/patient privilege which the Superintendent shall have with any physician with whom the Superintendent consults for the purposes of this paragraph and Contract.
- D. **OTHER FRINGE BENEFITS:** During the term of this Contract, the Superintendent shall be provided all fringe benefits as provided to the District's certificated management staff, including health insurance for medical, vision, and dental care.
- E. **AUTOMOBILE/TRAVEL ALLOWANCE:** The Superintendent shall be provided the sum of five hundred dollars (\$500) per month as an automobile expense allowance for travel, in exchange for which the Superintendent shall make his personal car available for travel in the District and within the Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura county areas. The use of this allowance shall be at the Superintendent's discretion and shall not require any documentation. This monthly allowance shall be treated and considered as part of the Superintendent's compensation/salary for tax purposes and for purposes of the State Teachers Retirement System Defined Benefit Plan to the maximum extent permitted by law.
- F. **BUSINESS EXPENDITURES:** The Superintendent shall be promptly reimbursed for all actual and necessary expenses incurred in the performance of services for the District within the scope of his employment in accordance with the District's expense reimbursement policies and procedures.

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- G. **PROFESSIONAL MEMBERSHIPS:** The Board supports the concept of life-long learners and encourages the continuing professional growth of the Superintendent through his participation in professional growth activities, workshops and conferences. The District shall pay the Superintendent's membership dues to the Association of California School Administrators and to the California Association of Latino Superintendents and Administrators, as well as for professional organizations and for membership dues to other state or local community and/or any other service organizations, as may be approved by the Board.
- H. **COMMUNICATION AND TECHNOLOGY EQUIPMENT:** The Superintendent shall be provided with communication devices including a laptop, iPad and cellular telephone at the expense of the District. The Superintendent's use and care shall be in accordance with District Policies and Administrative Regulations. The Superintendent shall accordingly take steps to safeguard against the unintended disclosure of confidential, privileged and other protected information and communications, including but not limited to student and personnel information, in accordance with the District's technology use policy and procedures among others.

IV. PROFESSIONAL ACTIVITIES

The Superintendent is expected to attend professional meetings at the local, state, and national levels. Prior approval of the Board shall be obtained when the Superintendent attends state and national functions and all actual and necessary expenses of attendance, as well as reasonable release time as approved by the Board, shall be paid by the District. In case of an emergency attendance requirement, the President of the Board will be notified in advance and the expense will be ratified at the next appropriate Board Meeting.

Nothing herein shall prohibit the Superintendent from using earned vacation days pursuant to this Contract, to undertake consulting work, speaking engagements, writing, lecturing, or other professional duties and obligations, provided each undertaking does not interfere with, or create a conflict with, the Superintendent's performance of his duties under this Contract.

V. POWERS AND DUTIES AS SUPERINTENDENT

Galindo shall be the Superintendent and Chief Executive Officer of the El Rancho Unified School District and shall serve as Secretary to the Board. Such acts as may require ratification by the Board shall be referred to the Board at the earliest opportunity.

Galindo shall perform the duties of the Superintendent as prescribed by the laws of the State of California including, but not limited to, those duties as prescribed in the Education Code. In addition, Galindo shall perform such further duties as shall be assigned or required of him by the Board.

Item 14.5 G**VI. AMONG OTHER DUTIES**

As Superintendent, Galindo shall perform the following duties and functions:

1. Serve as the Chief Executive Officer of the District and be responsible for the administration of the District and as provided in the Superintendent's job description, if any, and as prescribed by Education Code Sections 35035, 35040 and applicable laws. All powers and duties that may be lawfully delegated to the Superintendent by the Board are to be executed in accordance with the Board's relevant policies.
2. With participation of the Board, personnel, parents, and the public, develop and implement an Educational Master Plan, including the establishment of short- and long-range strategic and priority goals with clear criteria for determining effective achievement and evaluating outcomes that are consistent with the District's vision and mission as established by the Board.
3. With participation of the Board and administrative personnel, prepare annual District Goals and Objectives related to curriculum, instruction, pupil personnel services, personnel, budget and business affairs.
4. Represent the interest of the Board and the District in day-to-day contact with parents, other citizens, community and governmental agencies.
5. Provide leadership, guidelines, and direction to ensure that policies related to curriculum, instruction, pupil personnel services, personnel, budget and business affairs are carried out.
6. Report regularly to the Board information regarding student learning and an analysis of student achievement and test scores.
7. Review all policies adopted by the Board and make appropriate recommendations to the Board for addition, deletion or modification.
8. Manage the evaluation of employees as defined by California law and Board Policy.
9. Advise the Board of possible sources of funds which might be available to implement and maintain present or contemplated District programs.
10. Endeavor to maintain and improve his professional competency by all available means, including reading of appropriate periodicals and by joining and/or participating in appropriate professional associations and their activities.
11. Establish and maintain an effective community relations program including effective relationships with the media.
12. Serve as liaison between the Board and the employees' representative(s) with respect to all employer-employee matters and make recommendations to the Board concerning these matters.
13. Communicate openly and systematically with the Board, staff, and the community and keep the Board informed of critical issues or incidents.

Item 14.5 G

14. Provide educational leadership, with and through staff, to ensure quality teaching and learning.
15. Adhere to, abide by, and enforce all laws governing public schools in the State of California, including but not limited to, those found in the Education Code, the California Code of Regulations, and the District's Board Policies and Administrative Regulations.
16. Perform all other duties as assigned or directed by the Board (including as set forth in Board Policy).

VII. BOARD-SUPERINTENDENT RELATIONS

- A. The Superintendent will work with the Board in developing and maintaining a spirit of cooperation and teamwork in which the Board will accept responsibility for formulating and adopting policy and for taking action on matters which require Board action. Administrative responsibility and commensurate authority for administering the school system will be delegated by the Board to the Superintendent.
- B. The Board recognizes that it is a collective body and each Board member recognizes that his power as a Board member is derived by the collective deliberation and action of the Board as a whole in a duly-constituted meeting. It is agreed that the Board will refer promptly to the Superintendent for study and recommendation any criticism, complaints and suggestions brought to the attention of the Board.
- C. The Board shall provide the Superintendent with periodic opportunities to discuss Board-Superintendent relationships.
- D. The Board shall hold the Superintendent accountable to manage the District consistent with the approved policies which establish the Board's expectancies and what it expects the schools to accomplish. It is through Board policy and official Board action that the Board gives direction to the Superintendent.
- E. The Superintendent will be held responsible for establishing programs and services and for managing the District to meet the Board's expected outcomes, including the providing of data from which the Board can evaluate the District's achievements. Thus, the Board by exercising its governance and policy-making role can be assured that it determines what the District should accomplish and whether or not it is being accomplished.

VIII. ADMINISTRATIVE ORGANIZATION

As Superintendent, Galindo shall be responsible for recommending the organization and arrangement of the District's management and support staff which, in the Superintendent's judgment, will best serve the needs of the District. The responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent subject to approval by the Board. In the event the Board does not approve the Superintendent's recommendation(s) involving the assignment of personnel, the Superintendent shall submit an alternate recommendation or recommendations until one is approved by the Board.

Item 14.5 G**IX. EVALUATION**

- A. **GOALS AND OBJECTIVES AND EVALUATION CRITERIA:** Except for the first year of this Contract, by August 1 of each year of this Contract, Galindo shall present the Superintendent's proposed annual performance goals and objectives and proposed evaluation criteria for the Board's consideration. In the first year of this Contract, within 15 work days after the Board and Superintendent have set the District's Goals and Objectives for the 2013-14 school year, Galindo shall present his aforementioned proposed performance goals, objectives and evaluation criteria.

Thereafter, the Board and Superintendent shall devote a portion of at least one closed session to determine the agreed upon goals and objectives for that year's evaluation.

Except for the first year of this Contract, the goals and objectives and evaluation criteria shall be set forth in writing and be established no later than the first regular Board meeting scheduled in September. In the first year, the aforementioned goals, objectives and criteria shall be set no later than the second regular meeting after the Superintendent submits his proposed goals, objectives and criteria to the Board.

In the event that the Superintendent and the Board do not reach an agreement on either the Superintendent's performance goals or objectives and/or the evaluation criteria referenced herein, the Board's determination of goals, objectives and evaluation criteria will apply. The Board and Superintendent shall meet quarterly to discuss his performance progress, and modify any goals and objectives as may be mutually agreeable.

- B. **TIME OF EVALUATION:** The Superintendent shall produce a written report to the Board of accomplishments in a format of his choosing by or before May 1 of each year, relative to his performance goals and objectives. This report will be used by the Board to complete the Superintendent's evaluation. The Board shall thereafter devote a portion of at least one closed session to prepare and present its evaluation of the Superintendent's performance. The Board and Superintendent shall also assess at that time the effectiveness of their working relationship.
- C. **PRESENTATION OF ANNUAL WRITTEN EVALUATION:** Prior to June 30 the Board shall notify the Superintendent in writing as to whether the majority of the Board deems his performance towards achieving each goal and objective is "Unsatisfactory," "Needs Improvement," "Satisfactory," or "Exceeds Expectations." The notification shall include a similar "overall" performance rating. Failure on the part of the Board to complete the annual evaluation in a timely fashion and/or in writing shall not render the Board in breach of its obligations under this Contract.

X. CONTRACT EXTENSION

After the second year of service under this Contract, the Board in its discretion may offer to amend and extend this Contract by at least one (1) year. No such contract extension, however, shall exceed the term proscriptions of section 35031 of the California Education Code.

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XI. TERMINATION OF CONTRACT AND EMPLOYMENT RELATIONSHIP

- A. **TERMINATION BY MUTUAL AGREEMENT:** The Board and Superintendent may, by mutual written agreement, terminate this Contract at any time.
- B. **NON-RENEWAL OF CONTRACT:** If the Board determines not to renew this Contract, it shall provide the Superintendent written notice of non-renewal by or before March 15, 2016, in satisfaction of the notice of non-renewal requirements of Education Code Section 35031. Upon such expiration of this Contract, the Board shall owe nothing to the Superintendent, unless otherwise specified in this Contract, and the Superintendent will not be required to provide or perform any services pursuant to this Contract. The Board's failure to give the notice of non-renewal provided herein shall not terminate the Contract, but instead shall result in the renewal of this Contract under the same terms, except that the Contract shall renew for a term of one year and one year only.
- C. **TERMINATION BY SUPERINTENDENT:** As soon as possible and with not less than 90 days' advance written notice to the Board President, the Superintendent may terminate this Contract. The effective date of termination shall not be sooner than 90 days after the Board President's receipt of the Superintendent's written notice, unless otherwise agreed to by the Board and the Superintendent. Unless otherwise provided herein, upon termination of this Contract pursuant to this provision, all of the Board's and the Superintendent's duties and obligations hereunder will cease.
- D. **TERMINATION WITHOUT CAUSE:** This Contract may be terminated without cause at the option of the Board at any time. Pursuant to Government Code Section 53260, the parties agree if this Contract is terminated without cause, the maximum cash settlement or payout that the Superintendent may receive shall be an amount equal to the Superintendent's monthly salary multiplied by the number of months left on the unexpired term of this Contract. However, if the unexpired term of this Contract is greater than (12) twelve months, the maximum cash settlement shall be an amount equal to the Superintendent's then-current monthly salary multiplied by (12) twelve. No other additional non-cash settlement or payout may be agreed to, except that pursuant to Government Code Section 53261, health benefits may be continued for the same duration of time (12 months) as covered in the settlement or payout, or until the Superintendent finds other employment, whichever occurs first.

The Superintendent agrees to promptly notify the District in writing of any alternative employment with health benefits he may obtain following a termination without cause during the period ending on the sooner of (1) twelve months following a termination without cause; or (2) the remaining term of this Contract following a termination without cause.

Upon the effective date of termination of this Contract, either without cause or upon non-renewal of this Contract, the Superintendent shall cease to earn sick leave and accumulate earned vacation days. The Superintendent shall be entitled to lump sum compensation for accrued vacation earned under the terms of this Contract, subject to the limitation on vacation accrual set forth in paragraph III. A above. The automobile/travel allowance provided in paragraph III. E above shall cease.

Item 14.5 G

- E. **TERMINATION FOR CAUSE:** This Contract and the Superintendent's services hereunder, may be terminated by the Board at any time for cause, which shall be defined to include, but shall not be limited to, the following: material breach of this Contract; any ground enumerated in Education Code Section 44932; or the Superintendent's failure to perform satisfactorily any of his responsibilities as set forth in this Contract, as defined by law, or as specified in the Superintendent's job description, if any. The Board shall not terminate this Contract under this paragraph until a written statement of the grounds for termination, including the underlying facts giving rise thereto, has first been delivered to the Superintendent. The Superintendent shall then be entitled to a conference with the Board, at which time he shall be given a reasonable opportunity to address the written statement of grounds for termination, including the underlying facts. The Superintendent shall have the right, at his own expense, to have a representative of his choice at the conference with the Board. The Board's determination as to the existence of cause shall be final.

Termination of this Contract for cause shall terminate all of the Board's compensation obligations contained in this Contract except that the Superintendent shall be entitled to lump sum compensation for accrued vacation earned under the terms of this Contract, subject to the limitation on vacation accrual set forth in paragraph III.A of this Contract. The automobile/travel allowance provided in paragraphs III. E above shall cease.

XII. INDEMNIFICATION

The District shall defend and indemnify the Superintendent in accordance with Government Code sections 825 and 995 against any claim or action against him arising out of an act or omission occurring within the scope of his employment while acting as Superintendent.

XIII. APPLICABLE LAW

This Contract is subject to all applicable laws of the State of California, rules and regulations of the State Department of Education, and policies of the Board, all of which are a part of the terms and conditions of this Contract.

XIV. AMENDMENTS

This Contract may be altered, amended, or terminated on terms arrived at by mutual written consent of the parties hereto.

XV. SEVERABILITY

If, during the term of this Contract, it is found that a specific clause of the Contract is illegal by any federal or state court, the remaining valid terms and provisions of the Contract not affected by such ruling shall remain in force.

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Item 14.5 G

XVI. ENTIRE CONTRACT

This Contract contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions and neither party has relied upon any representation, expressed or implied, not contained in this Contract.

Governing Board of the El Rancho Unified School District

By: _____ Date: _____
Delia Alvidrez, President

By: _____ Date: _____
Rita Jo Ramirez, Vice President

By: _____ Date: _____
Rachel Canchola, Clerk

By: _____ Date: _____
Alfred Renteria, Jr., Member

By: _____ Date: _____
Dr. Joseph Rivera, Member

I, Martin Galindo, hereby accept this offer of employment and agree to comply with the conditions thereof, and to fulfill all of the duties of employment of Superintendent for the El Rancho Unified School District.

_____ Date of Acceptance: _____
Martin Galindo