

**RICHGROVE ELEMENTARY SCHOOL DISTRICT  
SPECIAL BOARD OF EDUCATION MEETING**

June 22, 2016

6:30pm

MINUTES

**OPENING CEREMONY,**

The Board of Education meeting was called to order at 6:35pm by Board President, Paul Cervantes in the Richgrove School District Conference Room located at 20908 Grove Drive in Richgrove, California.

**ATTENDANCE**

	Arrive	Leave	Absent
Paul Cervantes, President	6:35	8:05	
Josephine B. Valencia, Clerk	6:35	8:05	
Alexandra Guerrero, Member	6:35	8:05	
Hernan Hernandez, Member	6:35	8:05	
Marisela Lopez, Member	6:35	8:05	
Mario Millan, Secretary	6:35	8:05	

**BOARD AGENDA**

The Board reviewed the board agenda as presented.

Motion

Motion by Mrs. Guerrero, seconded by Mrs. Lopez to approve the board agenda as presented including two (2) student interdistrict attendance requests. Vote; 5-0

**GENERAL FUNCTIONS**

Certificated Assignments 1617

Request - Teacher Assignment  
Victor Reyes

Mr. Millan provided the information for the Teacher Assignment Request for Victor Reyes to teach Computer Class with the required 6 upper division or 12 semester units in Technology under EC §44256(b) as required for FY2016-17.

Motion

Motion by Mrs. Valencia, seconded by Mrs. Guerrero to approve Request for Teacher Assignment for Victor Reyes/Computer Class as recommended. Vote; 5-0

Request – Teacher Assignment  
Mary Casas

Mr. Millan also provided the information for the Teacher Assignment Request for Mary Casas to teach Math with the required 6 upper division or 12 semester units in the area of Math under EC §44256(b) as required for FY2016-17.

Motion

Motion by Mr. Hernandez, seconded by Mrs. Lopez to approve Request for Teacher Assignment for Mary Casas to teach Math as recommended for 1617. Vote; 5-0

Request – Teacher Assignment Sandra Felix Mr. Millan requested Board approval for Sandra Felix to work under Staff Internship Program for the Resource Specialist Position for 2016-17; mentioned she would complete the program and receive her official RS Permit within 1617.

Motion Motion by Mrs. Guerrero, seconded by Mrs. Valencia to approve the Teacher Assignment Request for Sandra Felix under Internship Program for the Resource Specialist Position as presented. Vote; 5-0

Student Interdistrict – Attendance Request Mr. Millan provided the Board with copies of the Student Interdistrict Attendance Requests; stated school district has lost about 12 students to the Wonderful Academy in Delano- district can't afford to keep losing students for 1617. Board went into discussion.

Motion Motion by Mrs. Valencia, seconded by Mrs. Guerrero to approve the Student Interdistrict Attendance Requests for 1617 as presented. Vote; 5-0

Preschool Parent Handbook; 2016-17 Mr. Millan presented the Board with a copy of the updated Preschool Parent Handbook for 1617. The board reviewed the information as provided.

Motion Motion by Mrs. Lopez, seconded by Mr. Hernandez to approve the 1617 Preschool Parent Handbook as presented. Vote; 5-0

Approval Request – Rendering Services w/o Valid Credential Adena Joseph Mr. Millan informed the Board that Adena Joseph had miscalculated her credential expiration date to be later than sooner; board approval required to authorize Tulare County Office of Education, Credential's Office to release pay being held for rendering services without a valid credential.

Motion Motion by Mrs. Guerrero, seconded by Mrs. Lopez to approve for TCOE to release pay being held for rendering services without a valid credential. Vote; 5-0

## **CURRICULUM AND INSTRUCTION**

Consolidated Application1617 Mr. Millan presented a copy of the 1617 Consolidated Application for board consideration; explanation provided on the document changes.

Motion Motion by Mrs. Valencia, seconded by Mrs. Guerrero to approve the Consolidated Application for 2016-17 as presented. Vote; 5-0

Single School Plan 1617

The Single School Plan for 2016-17 was also presented for board consideration and approval. The board reviewed the information as provided.

Motion

Motion by Mrs. Guerrero, seconded by Mrs. Lopez to approve the Single School Plan for 2016-17 as recommended. Vote; 5-0

New School Exit Times; 1617

Mr. Millan informed the Board of the New school exit times for the upcoming 2016-17 school year along with the letter sent home to parents. Recommended new exit times are;

Mondays;

TK & Kindergarten @ 1:00pm

1<sup>st</sup> thru 6<sup>th</sup> @ 2:00pm

7<sup>th</sup> and 8<sup>th</sup> @ 2:25pm

Tuesdays – Fridays;

TK & Kindergarten @ 1:30pm

1<sup>st</sup> thru 6<sup>th</sup> @ 2:230pm

7<sup>th</sup> and 8<sup>th</sup> @ 3:05pm

Minimum Day Schedule

All students are dismissed @ 1:30pm

The new schedule will assist the parents with child care and better coordinate pick up times for their children.

Motion

Motion by Mrs. Valencia, seconded by Mrs. Lopez to approve the new school exit times for 2016-17 as recommended. Vote; 5-0

**BUSINESS AND FINANCE**  
**PROCEDURES**

Adoption of LCAP 2016-17

Ms. O'Shaughnessy informed the Board that the LCAP for 2016-17 had not changed with the exception of minor correction due to a typo; with board approval, the document will be submitted to the Tulare County Office of Education in Visalia.

Motion

Motion by Mrs. Guerrero, seconded by Mrs. Lopez to approve the adoption of the 1617 LCAP as presented. Vote; 5-0

Adoption of Annual Fiscal  
Budget 2016-17

Ms. O'Shaughnessy reported that the 2016-17 Fiscal Budget has been aligned to the LCAP and submitted to the Tulare County Office of Education in Visalia upon Board approval. Budget adjustments made at first Interim due to loss of students (ADA), collective bargaining-1617),



annual preschool encroachment, purchase of new curriculum textbooks, etc.; all budget reductions and therefore, district is still deficit spending and need to seriously continue to reduce annual expenditures. Board approval requested.

Motion

Motion by Mrs. Valencia, seconded by Mrs. Guerrero to approve the Fiscal Budget for 2016-17 as presented. Vote; 5-0

Substantiation of Need-Excess Reserves; 2016-17

Ms. O'Shaughnessy provided the board with the information for the Substantiation of Need-Excess Reserves for 2016-17; stated revenues are currently health, handed out a worksheet which included all projects currently ear-marked but not completed, funding flexible for adjustments as needed – recommended for district to continue reducing annual expenditures. The board went into discussion.

Motion

Motion by Mrs. Valencia, seconded by Mrs. Lopez to approve the Substantiation of Need-Excess Reserves for 2016-17 as presented. Vote; 5-0

Education Protection Account; 2016-17  
Resolution #15/16-20

Ms. O'Shaughnessy presented the Education Protection Account for 2016-17 (\$800,000); requirements for this funding must be reported to the State on how it's spent and posted on the school district's website. Large percentage of funding will be utilized for teacher salaries and remaining balance can be carried over to next year's budget.

Motion

Motion by Mrs. Guerrero, seconded by Mrs. Lopez to approve the Education Protection Account for 1617 as presented along with Resolution #15/16-20. Vote; 5-0

Legal Services Consortium Agreement; 2016-17 &  
Resolution #15/16-19

The Board received the information on the Legal Services Consortium Agreement for 2016-17 in the amount of \$7,105.09 for legal services within the County Consortium.

Motion

Motion by Mrs. Valencia, seconded by Mrs. Guerrero to approve the Agreement as presented for legal services with Lozano Smith within the County Consortium as well as Resolution #15/16-19 as recommended. Vote; 5-0

Authorized Signatures  
[Revision-2016-17]

Mr. Millan informed the Board of the need to remove Mr. Lloyd Hollins (no longer needed) and Mr. Frank M. Chavez (Retired) and add Marylou Munoz-Gomez to the Authorized Signer List. Board approval requested.

Motion

Motion by Mrs. Valencia, seconded by Mrs. Guerrero to remove Mr.



**ADDITIONAL  
ADMINISTRATOR  
AUTHORIZED SIGNATURE  
FOR CALENDAR YEAR 2016**

          RICHGROVE           SCHOOL DISTRICT

TO: County Superintendent of Schools  
ATTN: Shelly DiCenzo

In accordance with Education Code Section 42633, the governing board of the above school district, following its annual organizational meeting in 2015, filed with the County Superintendent of Schools the verified signature of each person authorized to sign orders in its name.

Said school district wishes to add the name and signature of another administrator to its list of authorized signers and/or remove an administrator from the list. The governing board of said district, at a ~~regular~~/special meeting, held on the 22<sup>nd</sup> day of June, 2016, authorized the new administrator, whose signature appears opposite his or her name below, to sign orders in the name of said governing board and/or authorized the removal of the administrator named below:

REMOVE FROM THE AUTHORIZED SIGNER LIST  
PRINT NAME:

Frank M. Chavez

Lloyd Hollins

ADD TO AUTHORIZED SIGNER LIST -  
TYPE OR PRINT NAME HERE:

Marylou Munoz-Gomez

AUTHORIZED PERSON SIGN HERE:

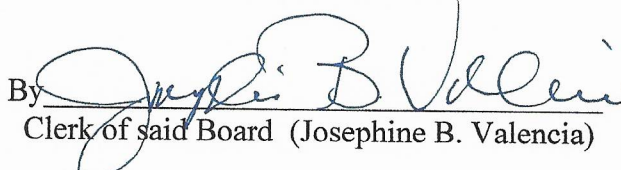


All authorized signers will be included on one sheet following the December 2016 organizational meeting of this district.

BY ORDER OF THE GOVERNING BOARD OF THE

Richgrove School District  
School District of Tulare County

Dated June 22, 20 16

By   
Clerk of said Board (Josephine B. Valencia)

*The ORIGINAL of this form is to be filed with the Tulare County Office of Education and is for Tulare County Office of Education use only.*

**COPY**

**BEFORE THE BOARD OF TRUSTEES  
OF THE RICHGROVE ELEMENTARY SCHOOL DISTRICT  
TULARE COUNTY, STATE OF CALIFORNIA**

In the Matter of the Spending Determination  
for Funds Received from the Education  
Protection Account pursuant to Article XIII,  
Section 36 of the California Constitution  
2016-17 Fiscal Year

RESOLUTION # 15/16-20

**RECITALS**

1. The voters approved Proposition 30 on November 6, 2012;
2. Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;
3. The provisions of Article XIII, Section 36(e) create in the state General Fund an Educational Protection Account to receive and disburse the revenues derived from the incremental increases in taxes by Article XIII, Section 36(f);
4. Before June 30<sup>th</sup> of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;
5. If the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;
6. All monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;
7. Monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;
8. A community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;



9. The governing board of the district shall make the spending determination with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;
10. The monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;
11. Each community college district, county office of education, school district and charter school shall annually publish on its Internet Web site an accounting of how much money was received from the Education Protection Account and how that money was spent;
12. The annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;
13. Expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The above recitals are true and correct;
2. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent for the 2016-17 fiscal year shall be made in open session of a public meeting of the governing board of Richgrove Elementary School District;
3. In compliance with Article XIII, Section 36(e) of the California Constitution, the governing board of the Richgrove Elementary School District has determined to spend the monies received from the Education Protection Account for the 2016-17 fiscal year as attached;
4. Upon finalizing financial data for the fiscal year, the District Superintendent, or designee, is hereby directed to immediately publish on the district's Internet Web site an accounting of how much money was received from the Education Protection Account and how that money was spent.

THE FOREGOING RESOLUTION was adopted upon motion by Trustee Alexandra Guerrero seconded by Trustee Marisela Lopez at a regular/special meeting held on June 22, 2016, by the following vote:




AYES: Alexandra Guerrero, Marisela Lopez, Paul Cervantes, Josephine B. Valencia  
Hernan Hernandez

NOES: -0-

ABSENT: -0-

I, Mario Millan, secretary of the governing board of the Richgrove Elementary  
School District, do hereby certify that the foregoing Resolution was duly passed and adopted by  
said Board, at an official and public meeting thereof, this 22<sup>nd</sup> day of June, 2016.

Date: June 22, 2016



Secretary, Board of Trustees

2015-16 Education Protection Account  
Program by Resource Report  
Expenditures by Function - Detail

Richgrove Elementary School District

Budget 2016-17

Expenditures through: June 30, 2017

For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
<b>AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>		
Adjusted Beginning Fund Balance	9791-9795	87,669.32
Revenue Limit Sources	8010-8099	817,429.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
<b>TOTAL AVAILABLE</b>		<b>905,098.32</b>
<b>EXPENDITURES AND OTHER FINANCING USES</b>		
<b>(Objects 1000-7999)</b>	<b>Function Codes</b>	
Instruction	1000-1999	840,308.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	59,741.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
<b>TOTAL EXPENDITURES AND OTHER FINANCING USES</b>		<b>900,049.00</b>
<b>BALANCE (Total Available minus Total Expenditures and Other Financing Uses)</b>		<b>5,049.32</b>

BEFORE THE BOARD OF TRUSTEES  
OF THE RICHGROVE SCHOOL DISTRICT  
TULARE COUNTY, STATE OF CALIFORNIA

In the Matter of Approving the Legal  
Services Agreement for the Tulare County  
Office of Education Legal Services  
Consortium

RESOLUTION NO. #15/16-19

2016-2017 Fee \$7,105.09

WHEREAS, school districts in Tulare County and the Tulare County Office of Education ("TCOE") are authorized to obtain legal services and retain legal counsel pursuant to 35041.5 and related provisions of the Education Code; and

WHEREAS, the Tulare County Legal Consortium Committee has previously selected Lozano Smith, LLP ("Lozano Smith") as the preferred provider of legal services for school districts desiring to participate as a member of the Tulare County Office of Education Legal Services Consortium ("Consortium"); and

WHEREAS, the governing board ("Board") previously approved, by resolution, the master agreement between TCOE and Lozano Smith (the "Agreement"); and

WHEREAS, the Richgrove School District ("District") wishes to continue with the legal services provided by Lozano Smith and to extend the term of the Agreement as presented to the Board.

NOW, THEREFORE, the Board resolves as follows:

1. Adopts the foregoing recitals as true and correct.
2. Extends the Agreement for the fiscal year July 1, 2016 through June 30, 2017, based on the same fees, including the same fixed administrative fee, and payment for legal services as approved by the Board for the initial term of July 1, 2015 through June 30, 2016 using the 2014-15 CALPADS Fall 1 Enrollment Count. The extension shall continue for each fiscal year thereafter unless terminated by the Board.



3. District shall pay to TCOE its pro rata share of the total fee specified in two (2) equal biannual installments. For each fiscal year, the first payment shall be due on or before July 15; and the second payment due on or before January 15.
4. The Board retains the right to terminate the Agreement by providing written notice to TCOE and Lozano Smith at least sixty (60) days before the end of each fiscal year.

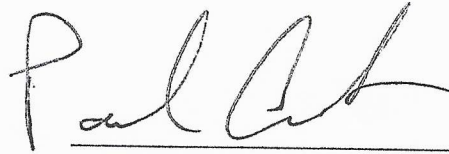
The foregoing Resolution was adopted at a duly called meeting held on June 22nd, 2016, and approved by the following vote:

AYES: Paul Cervantes, Josephine B. Valencia, Marisela Lopez, Hernan Hernandez  
Alexandra Guerrero

NOES: -0-

ABSENT: -0-

ABSTAIN: -0-



Paul Cervantes, President

ATTEST:

  
Josephine B. Valencia, Clerk



**LEGAL SERVICES AGREEMENT  
FOR THE  
TULARE COUNTY OFFICE OF EDUCATION  
LEGAL SERVICES CONSORTIUM**

This agreement ("Agreement") is effective July 1, 2016 between the Tulare County Office of Education ("TCOE") for school districts and TCOE participating in the Tulare County Office of Education Legal Services Consortium (each a "Client" and together the "Clients") and the law firm of Lozano Smith, LLP ("Lozano Smith" or "Attorney") collectively, the "Parties."

WHEREAS, the Tulare County Office of Education Legal Services Consortium ("Consortium") has selected Lozano Smith as the preferred provider of legal services for each Client electing to participate as a member of the Consortium; and

WHEREAS, this Agreement shall serve as the master agreement for participating Clients.

NOW, THEREFORE, the Client and Attorney agree as follows:

1. Fees and Payment for Legal Services. For July 1, 2016 to June 30, 2017, each Client payment for basic legal services is calculated on \$4,000 per Client plus \$4.25 per Client unit of ADA as of the 2014-15 CALPADS Fall 1 Enrollment Count plus a 5 % fixed admin fee which includes all expenses incurred for travel, database access, mailing services, word processing, parking, meals, mileage, faxes, telephone and photocopies. Beginning on July 1, 2017, and each fiscal year thereafter, subject to approval of the Tulare County Superintendent of Schools ("County Superintendent") and provided there is no termination pursuant to section 2 below by Client, Attorney may adjust the rates for basic legal services. Any adjustment shall take into account the CALPADS Fall 1 Enrollment Count for the most accurate determination of the Client unit of ADA. For individualized, complex, or specialized services only ("specialized services"), Client shall be separately billed by Lozano Smith and fees earned at a blended hourly rate of \$235 for all attorneys through June 30, 2018, subject to any adjustment thereafter provided there is no termination by Client. Payment for specialized services shall be made within thirty (30) days of such billing or be subject to an interest charge of 1% per month not to exceed 10% per annum. Notice of any future proposed rate change for either basic legal services or for specialized services shall be given at least 120 days before the end of a fiscal year and shall only take effect in the subsequent fiscal year unless the Agreement is terminated by Client. The County Superintendent will coordinate and administer the Agreement for basic legal services on behalf of the Clients. For basic legal services only, the County Superintendent is authorized to bill and receive, and each Client shall pay to the County Superintendent, its pro rata share pursuant to the above fee calculation. Client shall pay to TCOE its pro rata share of the total fee specified in two (2) equal biannual installments. For each fiscal year, the first payment by Client to TCOE shall be due on or before July 15; and the second payment from Client to TCOE shall be due on or before January 15. The County Superintendent shall remit the total of the pro rata share of the Clients' payment to Attorney two times per year by August 30 and January 30 of the school fiscal year (July 1 – June 30).

2. Term. The term of July 1, 2016 through June 30, 2017 is extended from year to year, on a fiscal year basis ending on June 30, unless terminated. Any Client member may terminate the Agreement for the subsequent fiscal year by providing at least sixty (60) days written notice before the end of each fiscal year to the Attorney and County Superintendent. The County Superintendent or Attorney may also terminate the Agreement by providing at least sixty (60) days written notice before the end of each fiscal year. Unless a sixty (60) day notice is given as provided herein, the Agreement shall be renewed from year-to-year on a fiscal year basis.

4. Supersession. This Agreement supersedes the previous Agreement effective July 1, 2015 and any previous legal agreements entered in by individual clients prior to July 1, 2015.


5. Joint Representation. From time to time, joint representation by Attorney may be more effective for Client representation. In order to comply with the Rules of Professional Conduct, Client may be requested, and may consent, to any such joint representation after a written disclosure of any potential conflict of interest. Nothing herein shall require a Client to provide any such consent unless joint representation is desired.

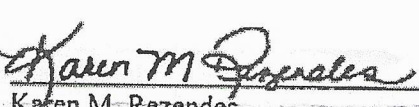
6. Execution in Counterparts; Copies. The Agreement may be signed on separate signature pages by the County Superintendent and Attorney. Copies of signatures shall have the same force and effect as original signatures. School district members of the Consortium may adopt the Agreement and become Clients of Attorney by approval of a resolution, effective July 1, 2016, in the form attached hereto as Exhibit C and incorporated herein by this reference.

SO AGREED.

TULARE COUNTY OFFICE OF  
EDUCATION

LOZANO SMITH, LLP

  
James Vidak  
Superintendent of Schools  
Date: 5-24-16

  
Karen M. Rezendes  
Managing Partner  
Date: May 19, 2016



Hollins/Mr. Chavez and add Mrs. Munoz0-Gomez to the list of Authorized Signers. Vote: 5-0

Management Directors;  
Pay-Out Vacation Days

Mr. Millan also informed the Board of two management directors have unused vacation days and due to time constraints unable to take time off; requesting to be paid-out for the 1516 school year.

Motion

Motion by Mrs. Guerrero, seconded by Mrs. Lopez to approve paying both management directors for unused vacation time as requested. Vote: 5-0

**SCHOOL FACILITIES/  
TRANSPORTATION**

Engineering Plans/HVAC  
Info.Only

Mr. Millan reported that the project contractor obtained an engineer for plans for the HVAC portion of the project without a signed agreement/contract and is now requesting payment for his services. Due to our situation, the District might find need for those plans and will get Colombo Construction to review them to possibly utilize them. Mr. Millan further stated that Colombo is looking at taking over the project, after obtaining a forensic person to evaluate the current project as recommended by legal counsel. More information to be provided as it becomes available.

**CLOSED SESSION**

Board went into Closed Session to discuss student suspension/expulsion, personnel items, collective bargaining matters or to confer with legal counsel.

Time: 7:45pm

**OPEN SESSION**

Board returned to Open Session with the following action items.  
Time: 8:04pm

No action was taken during Closed Session.

Motion

Motion by Mr. Hernandez, seconded by Mrs. Guerrero to adjourn the Special Board Meeting of June 22, 2016. Vote: 5-0

Adjournment

The meeting adjourned.  
Time: 8:05pm

Respectfully submitted,

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Mario Millan, Secretary

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Josephine B. Valencia, Clerk