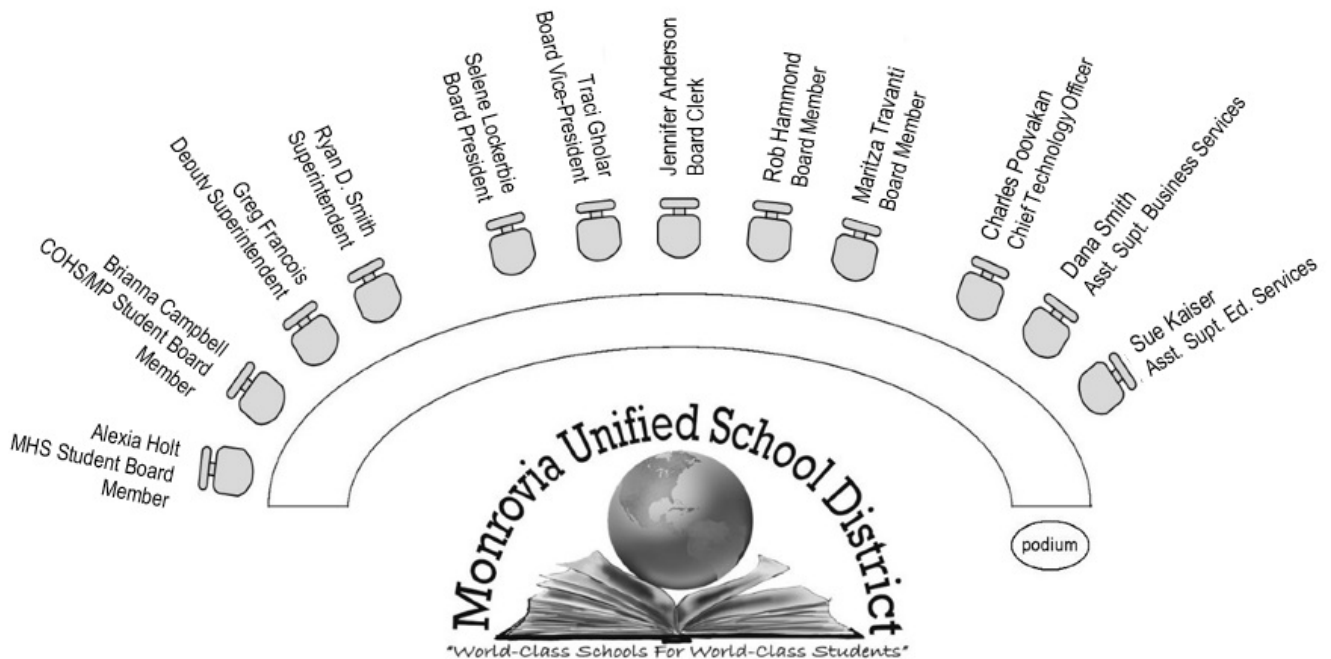




In accordance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call the Superintendent's Office (626) 471-2010, twenty-four hours prior to the meeting so that reasonable arrangements can be made. The Administration Center Board Room is wheelchair accessible.



In accordance with a recent amendment to the Ralph M. Brown Act, public records related to the public session agenda, that are distributed to the Governing Board less than 72 hours before a regular meeting, may be inspected by the public at the District Administration Office located at 325 E. Huntington Drive, Monrovia, Ca 91016, during regular business hours (8:00am to 4:00pm.)



**MONROVIA UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

325 E. Huntington Drive Monrovia, California 91016

BOARD OF EDUCATION CLOSED SESSION

Wednesday, April 27, 2022

5:15 p.m. - Superintendent's Office

BOARD OF EDUCATION OPEN SESSION MEETING

Wednesday, April 27, 2022

6:30 p.m. - Board Room

****Pursuant to Govt. Code Sect. 54953(b), Board Member Hammond will participate in tonight's meeting via teleconference, at the following location: 108 Travertine St. Gardner, MT 50930. The teleconference location is open to the public and any member of the public will have an opportunity to address the Governing Board from the teleconference location in the same manner as if that person attended the regular meeting location. All action taken during this teleconferenced meeting shall be by roll call vote.****

A. CONVENE BOARD OF EDUCATION OPEN SESSION MEETING (5:15 p.m.)

1. Call to Order
2. Public Comments for Items on the Closed Session Agenda

B. CONVENE BOARD OF EDUCATION CLOSED SESSION

1. Collective Bargaining Session (Government Code Section 54957.6) - for the purpose of

discussing matters within the scope of representation and instructing its designated representatives for negotiations with the California School Employees Association (CSEA) and the Monrovia Teachers' Association (MTA).

2. Public Employee Discipline/Dismissal/Release (Government Code Section 54957)

C. ADJOURN BOARD OF EDUCATION CLOSED SESSION

D. RECONVENE REGULAR BOARD OF EDUCATION OPEN SESSION (6:30 p.m.)

1. Meeting called to order by presiding chairperson, _____ at _____ pm.

2. Pledge of Allegiance by Adult Transition Program - Jennifer Johnson, Director of Special Education

3. Roll Call:

Selene Lockerbie, Board President _____

Ryan D. Smith, Superintendent _____

Traci Gholar, Board Vice-President _____

Gregoire Francois, Deputy Supt. _____

Jennifer Anderson, Board Clerk _____

Sue Kaiser, Asst. Supt. Ed. Svcs. _____

Rob Hammond, Board Member _____

Dana Smith, Asst. Supt. of Bus. Svcs. _____

Maritza Travanti, Board Member _____

Leslie Lockhart, Int. Asst. Supt. of HR _____

COHS/MP Student Board Member _____

Charles Poovakan, CTO _____

Brianna Campbell

4. Report out of Closed Session

E. ORDER OF BUSINESS

1. Board Agenda discussion/ presentation items, which could include input from representatives of agendized matters, may be moved up on the Agenda.

2. Approve the Minutes of the Regular Board of Education Meeting on April 13, 2022.

Motion by _____, seconded by _____, Vote _____

Board Member Travanti____, Board Member Hammond _____, Board Member Anderson____,

Board Member Gholar _____, Board President Lockerbie _____

[BM Mins - 041322.pdf](#)

F. COMMUNICATIONS

1. Board Member Reports

2. Student Board Member Report

3. Report from the Superintendent

G. PUBLIC COMMENTS - *The Board of Education encourages public participation, and invites you to share your views on school business.*

Please complete the "Addressing the Board of Education" form and give it to the Secretary of the Board (Superintendent) or the designee, prior to the meeting. In order to accomplish Board business in a timely and efficient manner, public input is limited to no more than three (3) minutes per person, per agenda or non-agenda item, totaling no more than 20 minutes per item.

1. Public Comments for items not on the Agenda -In compliance with the Brown Act, items not on the agenda legally cannot be discussed by the Board tonight. We welcome your input, but are limited to asking clarifying questions and gathering contact information. Items requiring Board discussion or action will have to be calendared for a future meeting, so that all interested parties may provide input.

2. Public Comments for items on the Open Session Agenda

H. STAFF PRESENTATIONS

1. 21st CENTURY LEARNING ENVIRONMENT. (Dr. Greg Francois, Deputy Superintendent, Dr. Sue Kaiser, Asst. Supt. of Ed. Services, & Charles Poovakan, Chief Technology Officer). The Board of Education will receive an informational report on 21st-century learning concepts and how these can affect classroom instruction.

I. CONSENT AGENDA

Routine items of business placed on the consent agenda have been carefully screened by members of the staff and will be acted upon by the Board with one motion. Upon request of any person, an item on the consent agenda may be considered separately at its location on the meeting's agenda.

Consent Agenda Item(s) Pulled, if any: _____

Approval of Consent Agenda:

Motion by _____, seconded by _____ Vote _____

Board Member Travanti __, Board Member Hammond __, Board Member Anderson __,

Board Member Gholar ____, Board President Lockerbie _____

EDUCATIONAL SERVICES

1. 21/22-1091 - ADOPTION OF RECOMMENDED TEXTBOOK

The Board of Education is requested to adopt the textbook, "*California Criminal Law Concepts*," by Pearson Learning Solutions, for the early college course "*Concepts of Criminal Law*."

2. 21/22-1092 - COMPROMISE AND RELEASE AGREEMENT

The Board of Education is requested to ratify a Compromise and Release agreement in regards to Student No. 2923580867 dated March 31, 2022.

[Settlement Agreement Report 7.pdf](#)

3. 21/22-1095 - ADVANCEMENT VIA INDIVIDUAL DETERMINATION (AVID) COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS AGREEMENT

The Board of Education is requested to approve the Advancement Via Individual Determination (AVID) College Readiness System Order for Monrovia Unified School District, Clifton Middle School, Santa Fe Computer Science Magnet School, and Monrovia High School, effective from July 1, 2022, through June 30, 2023.

[2022-23 AVID Agreement.pdf](#)

BUSINESS SERVICES

4. 21/22-2125 - PURCHASE ORDERS AND PAYMENT OF BILLS

The Board of Education is requested to ratify purchase orders in the amount of \$270,469.98, issued March 25, 2022, through April 08, 2022, and payments in the amount of \$5,933,798.66, issued March 30, 2022, through April 14, 2022.

[BA Item 2125\(b-e\) Purchase Order Rpt 4-27-22.pdf](#)

5. 21/22-2126 - DISTRICT CASH RECEIPTS

The Board of Education is requested to receive District cash receipts; Deposit Report No. 36, deposited April 11, 2022, for a total amount of \$572,339.62.

[BA Item 2126\(b\) Deposit Rpt #36 4-27-22.pdf](#)

6. 21/22-2127 - BUDGETARY TRANSFERS AND REVISIONS

The Board of Education is requested to approve the budgetary adjustments as submitted.

[BA Item 2127\(b\) Budgetary Transfers 4-27-22.pdf](#)

7. 21/22-2128 - CUMULATIVE OBJECT SUMMARY REPORTS

The Board of Education is requested to receive the final District Cumulative Object Summary report for the month of March 2022.

[BA Item 2128\(b\) Cumulative Object Summary Rpt \(March 2022\) 4-27-22.pdf](#)

8. 21/22-2129 - ACCEPTANCE OF GIFTS

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 2122-10.

[Acceptance of Gifts #2122-10 - 042722.pdf](#)

9. 21/22-2130- PROFESSIONAL SERVICE AGREEMENTS

The Board of Education is requested to approve the Professional Service Agreements Report #14 for the Monrovia Unified School District 2021-22 SY.

[Professional Service Agmts #14 - 042722.pdf](#)

10. 21/22-2131 - AGREEMENT WITH FOOD ED FOR OUTDOOR SCIENCE LAB AT BRADOAKS ELEMENTARY SCIENCE ACADEMY

The Board of Education is requested to approve an agreement with Food Ed to create an outdoor science lab at Bradoaks Elementary Science Academy.

[BA Item 2131\(b\) Agreement with Food ED 4-27-22.pdf](#)

11. 21/22-2132 - AGREEMENT WITH CHRISTY WHITE

The Board of Education is requested to approve an agreement with Christy White to assist with the District's electronic attendance audit.

[BA Item 2132\(b\) Agreement with Christy White 4-27-22.pdf](#)

HUMAN RESOURCES

12. 21/22-4007 - PERSONNEL ASSIGNMENTS

The Board of Education is requested to approve Personnel Assignments Report #17.

[2022-04-27 Personnel Report 17.pdf](#)

13. 21/22 4009- AFFILIATION AGREEMENT BETWEEN PASADENA CITY COLLEGE DISTRICT AND MONROVIA UNIFIED SCHOOL DISTRICT

The Board of Education is requested to approve an Affiliation Agreement with Pasadena City College District allowing the Monrovia Unified School District to provide clinical education experiences to Speech-Language Pathology Assistants (SLPA).

[B220332 Monrovia Unified School District Pasadena College.pdf](#)

14. 21/22-4013- QUARTERLY UNIFORM COMPLAINT

The Board of Education is requested to receive a quarterly Williams Uniform Complaint report.

[3rd quarter 2021 UCP Reporting signed.pdf](#)

BOARD BUSINESS

15. 21/22-5086 - BOARD POLICY 0400, *COMPREHENSIVE PLANS*

The Board of Education is requested to adopt Board Policy 0400, *Comprehensive Plans*, as recommended by the California School Boards Association (CSBA).

[0400 BP Comprehensive Plans.pdf](#)

16. 21/22- 5087- BOARD POLICIES 4119.11, 4219.11, 4319.11, *SEXUAL HARASSMENT, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION*

The Board of Education is requested to adopt Board Policy 4119.11, 4219.11, 4319.11, *Sexual Harassment*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

[4119.11, 4219.11, 4319.11 BP Sexual Harassment.pdf](#)

[4119.11, 4219.11, 4319.11 AR Sexual Harassment.pdf](#)

17. 21/22-5088- BOARD POLICY 5125, *STUDENT RECORDS*, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION

The Board of Education is requested to adopt Board Policy 5125, *Student Records*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

[5125 BP Student Records.pdf](#)

[5125 AR Student Records.pdf](#)

18. 21/22-5089- BOARD POLICY 5141.4, *CHILD ABUSE*, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION

The Board of Education is requested to adopt Board Policy 5141.4, *Child Abuse*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

[5141.4 AR Child Abuse.pdf](#)

[5141.4 BP Child Abuse.pdf](#)

19. 21/22- 5090- BOARD POLICY 5148.3, *PRESCHOOL/EARLY EDUCATION*, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION

The Board of Education is requested to adopt Board Policy 5148.3, *Preschool/Early Education*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

[5148.3 AR Preschool Early Childhood Education.pdf](#)

[5148.3 BP Preschool Early Childhood Education.pdf](#)

20. 21/22-5091- BOARD POLICY 6020, *PARENT INVOLVEMENT*, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION

The Board of Education is requested to adopt receive for first reading Board Policy 6020, *Parent Involvement*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

[6020 AR Parent Involvement.pdf](#)

[6020 BP Parent Involvement.pdf](#)

21. 21/22-5092 - BOARD POLICY 6170.1, *TRANSITIONAL KINDERGARTEN*

The Board of Education is requested to adopt Board Policy 6170.1, *Transitional Kindergarten*, as recommended by the California School Boards Association (CSBA).

[6170.1 BP Transitional Kinder.pdf](#)

22. 21/22-5093 – AGREEMENT FOR LEGAL SERVICES BETWEEN ATKINSON, ANDELSON, LOYA, RUUD & ROMA (AALRR) AND MONROVIA UNIFIED SCHOOL DISTRICT

The Board of Education is requested to approve a legal services agreement with Atkinson, Andelson, Loya, Ruud & Roma (AALRR) for legal consultative services as needed for the period of April 28, 2022, through March 31, 2023.

[2022-23 Monrovia USD Agreement for Special Services.pdf](#)

J. ACTION ITEMS (Non-Consent)

EDUCATIONAL SERVICES – Sue Kaiser, Ed.D., Asst. Supt. of Educational Svcs.

1. 21/22-1093 - PARTNERSHIP WITH THE UNIVERSITY OF WASHINGTON'S CENTER FOR EDUCATIONAL LEADERSHIP

The Board of Education is requested to approve an agreement with the University of

Washington's Center for Educational Leadership (CEL) for nine (9) days of professional development for administrators and instructional coaches during the 2022-23 school year.

Motion by _____, seconded by _____, Vote _____

Board Member Travanti____, Board Member Hammond____, Board Member Anderson____,
Board Member Gholar____, Board President Lockerbie____

[CEL Monrovia Unified School District - 2022-23.pdf](#)

2. 21/22-1096 - AGREEMENT WITH LEARNER-CENTERED COLLABORATIVE (LCC)

The Board of Education is requested to approve an agreement with Learner-Centered Collaborative (LCC) to collaborate with MUSD leadership to perform a series of foundational activities that will contribute to the development of the MUSD Strategic Plan.

Motion by _____, seconded by _____, Vote _____

Board Member Travanti____, Board Member Hammond____, Board Member Anderson____,
Board Member Gholar____, Board President Lockerbie____

[2022 Learner Centered Collaborative Agmt.pdf](#)

BUSINESS SERVICES – Dana Smith, Asst. Supt. of Business Services

3. 21/22-2133 - AGREEMENT WITH CALIFORNIA IT IN EDUCATION (CITE) FOR JOINT EDUCATION TECHNOLOGY (JET) REVIEW

The Board of Education is requested to approve an agreement with CITE (California IT in Education) for services to evaluate the current Technology Department structure, policies, and procedures.

Motion by _____, seconded by _____, Vote _____

Board Member Travanti____, Board Member Hammond____, Board Member Anderson____,
Board Member Gholar____, Board President Lockerbie____

[BA Item 2133\(b\) Agreement with California IT in Education \(CITE\) 4-27-22.pdf](#)

4. 21/22-2134 - CONTRACT WITH CREATIVE BUS SALES

The Board of Education is requested to approve a contract with Creative Bus Sales for the purchase of two (2) electrical buses.

Motion by _____, seconded by _____, Vote _____

Board Member Travanti____, Board Member Hammond____, Board Member Anderson____,
Board Member Gholar____, Board President Lockerbie____

[BA Item 2134\(b\) Contract with Creative Bus Sales 4-27-22.pdf](#)

HUMAN RESOURCES – Gregoire Francois, Ed.D., Deputy Superintendent

5. 21/22-4010 - RESOLUTION IN HONOR OF MONROVIA "CLASSIFIED EMPLOYEE WEEK"

The Board of Education is requested to adopt Resolution No. 2122-22, declaring May 15-21, 2022, as "Classified School Employee Week," and urges all citizens to participate in observances that express their appreciation for classified employees.

Motion by _____, seconded by _____, Vote _____

Board Member Travanti____, Board Member Hammond____, Board Member Anderson____,
Board Member Gholar____, Board President Lockerbie____

[2022 Classified Employee Week Resolution.pdf](#)

6. 21/22- 4011 - RESOLUTION IN HONOR OF "NATIONAL TEACHER APPRECIATION WEEK," AND "NATIONAL DAY OF THE TEACHER"

The Board of Education is requested to adopt Resolution No. 2122-23, declaring May 3, 2022, as "National Day of the Teacher," and May 2-6, 2022, as "National Teacher Appreciation Week," and urges all citizens to participate in observances that express their appreciation for teachers.

Motion by _____, seconded by _____, Vote _____
Board Member Travanti____, Board Member Hammond____, Board Member Anderson____,
Board Member Gholar____, Board President Lockerbie____
[2022 Teacher Appreciation Resolution.pdf](#)

7. 21/22-4012 - RESOLUTION IN HONOR OF “SCHOOL HEALTH SERVICES APPRECIATION WEEK” AND “NATIONAL SCHOOL NURSE DAY”

The Board of Education is requested to adopt Resolution No. 2122-24, declaring May 9-13, 2022, as “School Health Services Appreciation Week,” and that May 11, 2022, is recognized as “National School Nurse Day,” to recognize and honor the contribution of school nurses and health clerks to quality education in the state of California and the Monrovia Unified School District.

Motion by _____, seconded by _____ Vote _____
Board Member Travanti____, Board Member Hammond____, Board Member Anderson____
Board Member Gholar____, Board President Lockerbie____
[2022 School Nurse Day Resolution.pdf](#)

BOARD BUSINESS – Ryan D. Smith, Ed.D., Superintendent of Schools

8. 21/22-5094- RESOLUTION NO. 2122-25, DECLARING MAY 2022, AS "MENTAL HEALTH AWARENESS MONTH"

The Board of Education is requested to adopt Resolution No. 2122-25, declaring the month of May 2022, as "*Mental Health Awareness Month*."

Motion by _____, seconded by _____, Vote _____
Board Member Travanti____, Board Member Hammond____, Board Member Anderson____,
Board Member Gholar____, Board President Lockerbie____
[MAY 2022 Mental Health Awareness Month.pdf](#)

9. 21/22-5095 - MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN MONROVIA UNIFIED SCHOOL DISTRICT, THE CITY OF MONROVIA, AND CENTRE STAGE PRODUCTIONS FOR THE ORGANIZATION AND PRODUCTION OF THE 2022 MONROVIA DAYS PARADE & FESTIVAL

The Board of Education is requested to approve a Memorandum of Understanding between the District, the City of Monrovia, and Centre Stage Productions, for the organization and production of the upcoming 2022 Monrovia Days Parade & Festival on May 13-15, 2022.

Motion by _____, seconded by _____ Vote _____
Board Member Travanti____, Board Member Hammond____, Board Member Anderson____
Board Member Gholar____, Board President Lockerbie____
[2022 Monrovia Days MOU.pdf](#)

K. INFORMATION ITEMS

These items require no vote and are for the information of the Board. The Board may discuss them and give direction on how they would like for these items to proceed.

1. PENDING BOARD ISSUES

The Board of Education will receive status information on identified tasks and review issues of interest for future attention.

[Pending Board Issues - 042722.pdf](#)

L. FUTURE MEETING DATES

- May 11, 2022; 6:30 p.m. - Regular Board of Education Meeting
- May 19, 2022; 4pm - Jt. Personnel Comm./ Board of Education Mtg.

- May 25, 2022; 6:30 p.m. - Regular Board of Education Meeting

M. NEW BUSINESS

Open Houses:

- Santa Fe CSMS - May 26, 2022; 5pm

Other Dates to Calendar:

- Clifton Middle School & Centre Stage Production of "13" @ Clifton MS - May 4 & May 6, 2022; 6pm
- Superstars of Music Showcase @ Taylor Performing Arts Center - May 12, 2022; 6:30 p.m.
- Monrovia Days Parade & Festival - May 13-15, 2022
- Memorial Day (All Sites Closed) - May 30, 2022

N. ADJOURN REGULAR BOARD OF EDUCATION OPEN SESSION MEETING

Agenda Item Details

Meeting Date: 2022-04-27 18:30:00

AGENDA ITEM TITLE:

2. Approve the Minutes of the Regular Board of Education Meeting on April 13, 2022.

RECOMMENDATION

Motion by _____, seconded by _____, Vote _____
Board Member Travanti ____, Board Member Hammond ____, Board Member
Anderson____,
Board Member Gholar _____, Board President Lockerbie _____

Rationale:

Background:

Budget Implication (\$ Amount):

Additional Information:

ATTACHMENTS



**MONROVIA UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
District Office Administration Center
325 E. Huntington Drive
Monrovia, California 91016**

BOARD OF EDUCATION CLOSED SESSION

Wednesday, April 13, 2022

5:15 p.m. - Superintendent's Office

BOARD OF EDUCATION OPEN SESSION MEETING

Wednesday, April 13, 2022

6:30 p.m. - Board Room

UNADOPTED MINUTES

A. CONVENED the BOARD OF EDUCATION OPEN SESSION MEETING (5:15 p.m.)

1. Called to Order at 5:15 p.m.
2. Public Comments for items on the Closed Session Agenda
There were none.

B. CONVENED the BOARD OF EDUCATION CLOSED SESSION at 5:16 p.m.

1. Collective Bargaining Session (Government Code Section 54957.6) - for the purpose of discussing matters within the scope of representation and instructing its designated representatives for negotiations with the California School Employees Association (CSEA) and the Monrovia Teachers' Association (MTA).
2. Public Employee Discipline/Dismissal/Release (Government Code Section 54957)
3. Superintendent Evaluation (Government Code Section 54957)
4. Conference with legal counsel regarding anticipated litigation (Government Code 54956.9)

C. ADJOURNED THE BOARD OF EDUCATION CLOSED SESSION at 6:15 p.m.

D. RECONVENED REGULAR BOARD OF EDUCATION OPEN SESSION (6:30 p.m.)

1. Meeting was called to order by Board President Lockerbie at 6:30 p.m.
2. Pledge of Allegiance was led by Monrovia Adult School – Flint Fertig, Principal

3. Roll Call

Selene Lockerbie, President	Present	Ryan D. Smith, Superintendent	Present
Traci Gholar, Vice President	Present	Greg Francois, Deputy Superintendent	Present
Jennifer Anderson, Clerk	Present	Sue Kaiser, Asst. Supt. Ed Svcs.	Present
Rob Hammond, Member	Present	Dana Smith, Asst. Supt. Bus. Svcs.	Present
Maritza Travanti, Member	Present	Leslie Lockhart, Int. Asst. Supt. HR	Present
MHS Student Board Member		Charles Poovakan, CTO	Present
Alexia Holt	Present		

4. Report out of Closed Session

No reportable action was taken.

E. ORDER OF BUSINESS

1. Board Agenda discussion/ presentation items, which could include input from representatives of agenda items, may be moved up on the Agenda.

There were no changes to the order.

2. Approved the Minutes of the Regular Board of Education Meeting on March 23, 2022.

Motion by Board Member Hammond, seconded by Board Member Travanti, **Vote 5-0**
Board Member Travanti – Y, Board Member Hammond – Y, Board Member Anderson - Y,
Board Member Gholar – Y, Board President Lockerbie – Y
[BM Mins - 032322.pdf](#)

F. RECOGNITIONS AND COMMUNICATIONS

1. Board Member Reports

2. Student Board Member Report

3. Report from the Superintendent

- **Dr. Smith** welcomed back all staff, students, and community from a restful Spring Break. **Dr. Smith** updated the community on a COVID-19 booster clinic the District held on April 16, 2022. **Dr. Smith** updated the community about the Monrovia Days Parade & Festival occurring on May 13-15, 2022. **Dr. Smith** also invited the community to attend the Monrovia Reads, “So All May Read” fundraiser, occurring on May 19, 2022, at the Monrovia DoubleTree Hilton. Finally, **Dr. Smith** congratulated Administrative Assistant Shershonna Huff for being the recipient of the honorary service award from the Monrovia PTA Council.

G. **PUBLIC COMMENTS - *The Board of Education encourages public participation, and invites you to share your views on school business.***

Please complete the "Addressing the Board of Education" form and give it to the Secretary of the Board (Superintendent) or the designee, prior to the meeting. In order to accomplish Board business in a timely and efficient manner, public input is limited to no more than three (3) minutes per person, per agenda or non-agenda item, totaling no more than 20 minutes per item.

1. Public Comments for items not on the Agenda - In compliance with the Brown Act, items not on the agenda legally cannot be discussed by the Board tonight. We welcome your input, but are limited to asking clarifying questions and gathering contact information. Items requiring Board discussion or action will have to be calendared for a future meeting, so that all interested parties may provide input.

- **Santa Fe CSMS Teacher Dave Hart** invited the Board and community to participate in a fundraiser organized by “Sweet Ethan’s,” in support of the Monrovia Council PTA. Mr. Hart also invited the Board of Education and community to Santa Fe’s upcoming spring concert on May 4, 2022.

2. Public Comments for items on the Open Session Agenda

There were none.

H. STAFF PRESENTATIONS

1. CANYON EARLY LEARNING CENTER (CELC) & VILLAGE PROGRAM UPDATE.

(Dr. Sue Kaiser, Asst. Supt. of Ed. Svcs.). The Board of Education received an update on the CELC & Village Extended Day programs for the 2021-22 school year.

2. AMIGOS DE LOS RIOS UPDATE. (Dana Smith, Asst. Supt. of Business Svcs.). The

Board of Education received an update from Amigos de los Rios regarding projects occurring at Plymouth Elementary School & Monrovia High School.

I. CONSENT AGENDA

Routine items of business placed on the consent agenda have been carefully screened by members of the staff and will be acted upon by the Board with one motion. Upon request

of any person, an item on the consent agenda may be considered separately at its location on the meeting's agenda.

Consent Agenda Item(s) Pulled, if any: **There were none.**

Approval of Consent Agenda:

Motion by Board Member Hammond, seconded by Board Member Anderson, **Vote 5-0**
Board Member Travanti – Y, Board Member Hammond – Y, Board Member Anderson – Y,
Board Member Gholar – Y, Board President Lockerbie - Y

EDUCATIONAL SERVICES

1. 21/22-1089 - MEMORANDUM OF UNDERSTANDING WITH D'VEAL FAMILY AND YOUTH SERVICES TO PROVIDE MENTAL HEALTH SERVICES

The Board of Education approved a Memorandum of Understanding with D'Veal Family and Youth Services to provide mental health services to identified students in the Monrovia Unified School District from July 1, 2022, through June 30, 2023.

[D'Veal Family MOU - 20220329.pdf](#)

2. 21/22-1090 - MEMORANDUM OF UNDERSTANDING WITH FOOTHILL FAMILY TO PROVIDE MENTAL HEALTH SERVICES

The Board of Education approved a Memorandum of Understanding with Foothill Family to provide mental health services to students and families in the Monrovia Unified School District from July 1, 2022, through June 30, 2023.

[Foothill Family MOU - 20220413.pdf](#)

BUSINESS SERVICES

3. 21/22-2118 - PURCHASE ORDERS AND PAYMENT OF BILLS

The Board of Education ratified purchase orders in the amount of \$1,455,740.11, issued March 4, 2022, through March 25, 2022, and payments in the amount of \$589,856.07, issued March 10, 2022, through March 29, 2022.

[BA Item 2118\(b-e\) Purchase Order Rpt 4-13-22.pdf](#)

4. 21/22-2119 - DISTRICT CASH RECEIPTS

The Board of Education received District cash receipts; Deposit Report No. 34 through No. 35, deposited March 21, 2022, through March 28, 2022, for a total amount of \$422,787.53.

[BA Item 2119\(b\) Deposit Rpt #34-#35 4-13-22.pdf](#)

5. 21/22-2120 - BUDGETARY TRANSFERS AND REVISIONS

The Board of Education approved the budgetary adjustments as submitted.

[BA Item 2120\(b\) Budgetary Transfers 4-13-22.pdf](#)

6. 21/22-2122- PROFESSIONAL SERVICE AGREEMENTS

The Board of Education approved the Professional Service Agreements Report #13 for the Monrovia Unified School District 2021-22 SY.

[Professional Service Agmts #13 - 041322.pdf](#)

HUMAN RESOURCES

7. 21/22-3097 - PERSONNEL ASSIGNMENTS

The Board of Education approved Personnel Assignments Report #16.

[2022-04-13 Personnel Report 16.pdf](#)

BOARD BUSINESS

8. 21/22-5083- RESOLUTION RECOGNIZING THE CONTINUED STATE OF EMERGENCY & REAUTHORIZING THE NEED FOR TELECONFERENCED MEETINGS PURSUANT TO AB

361

The Board of Education adopted Resolution No. 2122-20, recognizing the continued state of emergency that exists and reauthorizing the need for teleconferenced meetings pursuant to AB 361.

[AB 361 Resolution - 041322.pdf](#)

J. ACTION ITEMS (Non-Consent)

BUSINESS SERVICES – Dana Smith, Asst. Supt. of Business Services

1. 21/22-2123- FACILITY USE AGREEMENT WITH THE LOS ANGELES COUNTY REGISTRAR RECORDER/COUNTY CLERK

The Board of Education approved a Facility Use Agreement with the Los Angeles County Registrar-Recorder/County Clerk (RR/CC).

Motion by Board Member Hammond, seconded by Board Member Anderson, **Vote 5-0**
Board Member Travanti – Y, Board Member Hammond – Y, Board Member Anderson – Y,
Board Member Gholar – Y, Board President Lockerbie - Y

[BA Item 2123\(b-d\) Facility Use Agreement with L.A. County RRCC 4-13-22.pdf](#)

2. 21/22-2124- PURCHASE AGREEMENT WITH SYSCO FOODS

The Board of Education approved a piggyback purchase agreement allowing the Food Services Department to purchase food items from SYSCO Foods for the remainder of the 2021-22 school year.

Motion by Board Member Hammond, seconded by Board Member Travanti, **Vote 5-0**
Board Member Travanti – Y, Board Member Hammond – Y, Board Member Anderson – Y,
Board Member Gholar – Y, Board President Lockerbie - Y

[BA Item 2124\(b\) Purchase Agreement with SYSCO Foods 4-13-22.pdf](#)

HUMAN RESOURCES - Greg Francois, Ed.D., Deputy Superintendent

3. 21/22-4006- APPROVAL OF UPDATED JOB DESCRIPTION, DIRECTOR OF PERFORMING ARTS

The Board of Education approved the updated job description for Director of Performing Arts.

Motion by Board Member Hammond, seconded by Board Member Gholar, **Vote 5-0**
Board Member Travanti – Y, Board Member Hammond – Y, Board Member Anderson – Y,
Board Member Gholar – Y, Board President Lockerbie - Y

[Updated Job Description Director of Performing Arts-041322.pdf](#)

4. 21/22-4007 - RESOLUTION RECOGNIZING APRIL 24-30, 2022, AS “ADMINISTRATIVE PROFESSIONALS WEEK,” AND APRIL 27, 2022, AS “ADMINISTRATIVE PROFESSIONALS DAY”

The Board of Education adopted Resolution No. 2122-21, recognizing April 24-30, 2022, as "Administrative Professionals Week," and Wednesday, April 27, 2022, as "Administrative Professionals Day."

Motion by Board Member Travanti, seconded by Board Member Anderson, **Vote 5-0**
Board Member Travanti – Y, Board Member Hammond – Y, Board Member Anderson – Y,
Board Member Gholar – Y, Board President Lockerbie - Y

[2022 Admin Profess. Resolution - 041322.pdf](#)

BOARD BUSINESS – Ryan D. Smith, Ed.D., Superintendent of Schools

5. 21/22-5084 - RESOLUTION ORDERING REGULAR BIENNIAL GOVERNING BOARD MEMBER ELECTION

The Board of Education adopted Resolution No. 2122-22, "Ordering a Regular Biennial Governing Board Member Election," on Tuesday, November 8, 2022.

Motion by Board Member Anderson, seconded by Board Member Travanti, **Vote 5-0**
Board Member Travanti – Y, Board Member Hammond – Y, Board Member Anderson – Y,

6. 21/22-5085 - BOARD DISCUSSION REGARDING THE 2022-23 STATE OF THE SCHOOLS

The Board of Education will discuss planning and details for the 2022-23 State of the Schools event.

K. INFORMATION ITEMS

These items require no vote and are for the information of the Board. The Board may discuss them and give direction on how they would like for these items to proceed.

1. BOARD POLICY 0400, COMPREHENSIVE PLANS

The Board of Education received for first reading Board Policy 0400, *Comprehensive Plans*, as recommended by the California School Boards Association (CSBA).

[0400 BP Comprehensive Plans.pdf](#)

2. BOARD POLICIES 4119.11, 4219.11, 4319.11, SEXUAL HARASSMENT, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION

The Board of Education received for first reading Board Policy 4119.11, 4219.11, 4319.11, *Sexual Harassment*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

[4119.11, 4219.11,4319.11 BP Sexual Harassment.pdf](#)

[4119.11, 4219.11,4319.11 AR Sexual Harassment.pdf](#)

3. BOARD POLICY 5125, STUDENT RECORDS, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION

The Board of Education received for first reading Board Policy 5125, *Student Records*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

[5125 BP Student Records.pdf](#)

[5125 AR Student Records.pdf](#)

4. BOARD POLICY 5141.4, CHILD ABUSE, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION

The Board of Education received for first reading Board Policy 5141.4, *Child Abuse*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

[5141.4 BP Child Abuse.pdf](#)

[5141.4 AR Child Abuse.pdf](#)

5. ADMINISTRATIVE REGULATION 5145.71, TITLE IX COMPLAINT PROCEDURES

The Board of Education received Administrative Regulation 5145.71, *Title IX*, as recommended by the California School Boards Association (CSBA).

[5145.71 AR Title IX Sexual Harassment Complaint Procedures.pdf](#)

6. BOARD POLICY 5148.3, PRESCHOOL/EARLY EDUCATION, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION

The Board of Education received for first reading Board Policy 5148.3, *Preschool/Early Education*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

[5148.3 BP Preschool Early Childhood Education.pdf](#)

[5148.3 AR Preschool Early Childhood Education.pdf](#)

7. BOARD POLICY 6020, PARENT INVOLVEMENT, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION

The Board of Education received for first reading Board Policy 6020, *Parent Involvement*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

[6020 BP Parent Involvement.pdf](#)

[6020 AR Parent Involvement.pdf](#)

8. BOARD POLICY 6170.1, TRANSITIONAL KINDERGARTEN

The Board of Education received for first reading Board Policy 6170.1, *Transitional Kindergarten*, as recommended by the California School Boards Association (CSBA).

[6170.1 BP Transitional Kinder.pdf](#)

9. PENDING BOARD ISSUES

The Board of Education will receive status information on identified tasks and review issues of interest for future attention.

[Pending Board Issues-041322.pdf](#)

L. FUTURE MEETING DATES

- April 27, 2022; 6:30 p.m. - Regular Board of Education Meeting
- May 11, 2022; 6:30 p.m. - Regular Board of Education Meeting
- May 19, 2022; 4pm - Jt. Personnel Comm./ Board of Education Mtg.
- May 25, 2022; 6:30 p.m. - Regular Board of Education Meeting

M. NEW BUSINESS

Open Houses:

- Wild Rose SOCA - April 21, 2022; 5:30 p.m.
- Plymouth ES - April 26, 2022; 5:30 p.m.
- Bradoaks ESA - April 26, 2022; 6:15 p.m.
- Santa Fe CSMS - May 26, 2022; 5pm

Other Dates to Calendar:

- Superstars of Music Showcase @ Taylor Performing Arts Center - May 12, 2022; 6:30 p.m.
 - Monrovia Days Parade & Festival - May 13-15, 2022
 - Memorial Day (All Sites Closed) - May 30, 2022
- **Board Member Travanti** requested that the Policy Review Committee come back to give an update on the progress they have made throughout the 2021-22 school year, and so that the Board can recognize them for all of their hard work.
- ## **N. Board President Lockerbie ADJOURNED the REGULAR BOARD OF EDUCATION OPEN SESSION MEETING in memory of Oscar Bullock at 8:48 p.m.**

Ryan D. Smith, Superintendent & Secretary of the Board

Jennifer Anderson, Board Clerk

Agenda Item Details

Meeting Date: 2022-04-27 18:30:00

AGENDA ITEM TITLE:

1. 21/22-1091 - ADOPTION OF RECOMMENDED TEXTBOOK

RECOMMENDATION

The Board of Education is requested to adopt the textbook, "*California Criminal Law Concepts*," by Pearson Learning Solutions, for the early college course "*Concepts of Criminal Law*."

Rationale:

As part of the Early College Program, the Board of Education is requested to adopt the textbook "California Criminal Law Concepts" by Pearson Learning Solutions, as recommended by Citrus Community College for use in this instructional program.

Background:

Per the Board of Education's approval of the public review of the above-referenced textbook, the textbook was available for public review from March 23 through April 23, 2022, in the Monrovia Unified School District office lobby. No public comments were received during this time.

Budget Implication (\$ Amount):

The total anticipated cost, for a cohort of 30, will not exceed \$2,500 and will be paid from the Strong Workforce Program Grant Round 2.

Legal References:

Board Policy 6161.1 requires submission of textbooks to the Board of Education for adoption following a thirty (30) day public review period.

ATTACHMENTS

Agenda Item Details

Meeting Date: 2022-04-27 18:30:00

AGENDA ITEM TITLE:

2. 21/22-1092 - COMPROMISE AND RELEASE AGREEMENT

RECOMMENDATION

The Board of Education is requested to ratify a Compromise and Release agreement in regards to Student No. 2923580867 dated March 31, 2022.

Rationale:

Board approval is required for payment of educationally related services for the Compromise and Release Agreement, which releases all disputes and claims for Monrovia Unified School District Special Education Student No. 2923580867.

Budget Implication (\$ Amount):

The total cost of the Compromise and Release Agreement is \$81,880.00

Legal References:

Public Law 94-142; Education Code sections 56361, 56365, 56366, and 56740; and Title 5 CAC 3061 and 3062.

ATTACHMENTS

- [Settlement Agreement Report 7.pdf](#)

Compromise and Release Agreement
Student No. 2923580867
Report #6

Parent Reimbursement for Educational Services 2021/2022 school year	\$26,260.00
Parent Reimbursement for Educational Services 2022/2023 school year	\$55,620.00

Agenda Item Details

Meeting Date: 2022-04-27 18:30:00

AGENDA ITEM TITLE:

3. 21/22-1095 - ADVANCEMENT VIA INDIVIDUAL DETERMINATION (AVID) COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS AGREEMENT

RECOMMENDATION

The Board of Education is requested to approve the Advancement Via Individual Determination (AVID) College Readiness System Order for Monrovia Unified School District, Clifton Middle School, Santa Fe Computer Science Magnet School, and Monrovia High School, effective from July 1, 2022, through June 30, 2023.

Rationale:

Part of the District's Local Control Accountability Plan Goal 1: Student Achievement focuses on the following: (a) increasing the Early Assessment Program (EAP) Readiness percentage in English language arts and math, (b) increasing the number of students successfully completing A-G requirements, (c) increasing enrollment into Honors, pre-AP, and AP courses, and (d) increasing the number of students passing Advanced Placement exams with a score of 3 or higher. Advancement Via Individual Determination - AVID Secondary (grades 6-12) is an essential component of the AVID College Readiness System and is designed to enable school-wide implementation of AVID's proven instructional methodologies and content area best practices to improve outcomes for all students. AVID Secondary goes beyond the AVID Elective course to affect an entire campus or district by creating a college-going culture that increases the number of students who enroll and succeed in higher education and their lives beyond.

Background:

The AVID Elective is the core of AVID Secondary. It targets students in the academic middle - B, C, and even D students, with the desire to go to college and the willingness to work hard. Typically, they will be the first in their families to attend college and come from groups traditionally underrepresented in higher education. These are students who are capable of completing a rigorous curriculum but are falling short of their potential. AVID places these students on the college track, requiring them to enroll in their school's toughest courses, such as Honors and Advanced Placement. To support them in the rigorous coursework, AVID students learn organizational and study skills, develop critical thinking, learn to ask probing questions, receive academic help from peers and college tutors, and participate in enrichment and motivational activities to make their college dreams a reality.

Budget Implication (\$ Amount):

The cost to implement the AVID program for the 2022/23 school year will be \$20,427. This amount includes the District Leadership subscription, membership fee for three secondary schools, and the AVID Weekly Subscription. The cost will be paid from Supplemental and Concentration funds.

Legal References:

Education Code 17604 requires that all contracts and agreements be approved or ratified the Board of Education.

Additional Information:

A copy of the AVID College Readiness System Order is attached.

ATTACHMENTS

- [2022-23 AVID Agreement.pdf](#)

AVID Center



Products and Services Quote/Order

Quote/Order #: Q-83212
 Client: Monrovia Unified School District
 Address: 325 E Huntington Dr
 Monrovia, CA 91016

AVID Center Representative: Grecia Saavedra
 Phone: {858} 654-5015
 Email: gsaavedra@avid.org

Effective Date: July 01, 2022

Expiration Date: June 30, 2023

District Products			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID District Leadership Year 1	\$6,000.00	\$6,000.00
District Products SUBTOTAL:			\$6,000.00

Clifton Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$4,199.00
1	AVID Weekly Secondary	\$625.00	\$610.00
Clifton Middle School SUBTOTAL:			\$4,809.00

Monrovia High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$4,199.00
1	AVID Weekly Secondary	\$625.00	\$610.00
Monrovia High School SUBTOTAL:			\$4,809.00

Santa Fe Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$4,199.00
1	AVID Weekly Secondary	\$625.00	\$610.00
Santa Fe Middle School SUBTOTAL:			\$4,809.00

TOTAL:			\$20,427.00
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Quote/Order
 2022 - 2023 Monrovia Unified School District Drafted: 03/28/2022

plus all applicable taxes

Additional Comments:

N/A

This AVID Center Products and Services Quote/Order is a Subsequent Quote/Order as defined in the General Terms and Conditions previously agreed to by AVID Center and the "Client" identified above. This Quote/Order, together with the General Terms and Conditions, supersedes all previous Quote/Orders and constitutes a binding agreement between AVID Center and Client with respect to the AVID Products and Services specified above. Descriptions and requirements for AVID Products and Services can be found at <https://www.avid.org/Page/3290>. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center's Rest Assured Policy at <https://www.avid.org/rest-assured-policy>.

AVID Center is committed to assisting Client with a successful implementation. Newly implementing AVID sites are best supported by a core site team of educators – at least 8 for AVID Secondary or 4 for AVID Elementary. In the initial year of implementation, Client agrees to enroll participants into AVID Summer Institute ("SI") equal to the minimum core site team described herein, unless AVID Center agrees to a lesser number on this Quote/Order. If AVID DigitalXP ("DigitalXP") is taken instead of SI, prices will be adjusted accordingly upon completion of the training event. Client will be invoiced for the greater of the number of participants from a site registered for the event or committed to on this Quote/Order.

No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. At the time of invoicing, AVID Center will verify registration fees for each site listed on this Quote/Order and any SI/DigitalXP registrations which have been previously paid will be removed from the invoice. Payment will be due within thirty (30) days following receipt of AVID Center's invoice related to this Quote/Order. Each party has caused this Quote/Order to be signed by its duly authorized representative. The terms of this Quote/Order will control in the event of a conflict with any terms or conditions set forth in any purchase order or other document or communication from Client and any such terms and conditions are hereby rejected by AVID Center and of no effect.

AVID Center,
a California Non-Profit Corporation 501(c)(3)

Monrovia Unified School District

By: 
Print Name: David S. Greulich
Title: Controller
Date: 3/30/2022 | 2:04 PM PDT
Email: contracts@avid.org

By: _____
Print Name: _____
Title: _____
Date: _____
Email: _____

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594

Agenda Item Details

Meeting Date: 2022-04-27 18:30:00

AGENDA ITEM TITLE:

4. 21/22-2125 - PURCHASE ORDERS AND PAYMENT OF BILLS

RECOMMENDATION

The Board of Education is requested to ratify purchase orders in the amount of \$270,469.98, issued March 25, 2022, through April 08, 2022, and payments in the amount of \$5,933,798.66, issued March 30, 2022, through April 14, 2022.

Rationale:

In accordance with the California Education Code 42647, the Board of Education shall approve all payments and purchase orders. All payments and purchase orders submitted have been processed following the accounting practices upheld by the California School Accounting Manual.

Background:

Purchase orders are generated by the Purchasing Department for goods and services to encumber available funds before being submitted to the Fiscal Services Department for payment. After verification of the receipt of goods or services in accordance with the order as placed, the payment for such goods or services is processed. Voluntary deductions and fringe benefit payments are issued after the payroll reconciliation of employee and employer authorized contributions. The payroll warrants are issued only to those employees who have been approved through the Personnel Assignment Report process.

Budget Implication (\$ Amount):

All payments are paid from the appropriate fund balances, maintaining the integrity of the budget.

Legal References:

California Education Code 42647 states that the Board of Education shall approve all payments and purchase orders.

Additional Information:

Copies of the detailed Purchase Order and Warrant Summary reports are attached.

ATTACHMENTS

- [BA Item 2125\(b-e\) Purchase Order Rpt 4-27-22.pdf](#)

April 14, 2022

SUBMITTED FOR RATIFICATION: April 27, 2022

PRINTED: March 25, 2022 – April 08, 2022

Purchase Order: P22-1162 – P22-1235

Purchase orders printed out of sequence:

Change Orders: P22-0027, P22-0191, P22-0488, P22-0822

Purchase orders excluded from sequence: P22-1167, P22-1234

Fund Summary

General Fund (01)	\$	233,054.74
Adult Education Fund (11)		22,576.32
Child Development Fund (12)		14,651.42
Cafeteria Fund (13)		<u>187.50</u>
Total.....	\$	<u>270,469.98</u>

RECOMMENDED: April 27, 2022

Includes Purchase Orders dated 03/25/2022 - 04/08/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P22-1162	AMAZON.COM	0004	Shelves for classrooms	01-4310	238.26
P22-1163	LAKESHORE LEARNING MATERIALS	0002	Instructional Materials	01-4310	8,275.29
P22-1164	Office Depot, LLC	0002	Instructional Materials	01-4310	793.74
P22-1165	Marenem Inc.	0002	Instructional Materials	01-4310	173.72
P22-1166	LAKESHORE LEARNING MATERIALS	0004	Materials for the classrooms	01-4310	1,080.05
P22-1168	BARNES & NOBLE BOOKSELLERS	0004	RSP Classroom Books	01-4210	38.66
P22-1169	Heggerty Phonemic Awareness	0004	Pre-K Curriculum for Varner TK	01-4310	192.24
P22-1170	Heggerty Phonemic Awareness	0004	Curriculum for Kinder Classrooms #9,#10 & #11	01-4310	384.48
P22-1171	ORIENTAL TRADING CO., INC. RICH HOUSLEY	0014	Open PO for Summer School Supplies 2021-2022	01-4310	5,000.00
P22-1172	BLICK ART MATERIALS	0014	Open PO for Summer School Supplies 2021-2022	01-4310	5,000.00
P22-1173	Office Depot, LLC	0014	Open PO for Summer School Supplies 2021-2022	01-4310	5,000.00
P22-1174	STAPLES BUSINESS ADVANTAGE	0014	Open PO for Summer School Supplies 2021-2022	01-4310	5,000.00
P22-1175	Christy White, Inc.	0040	2021-22 Audit Contract	01-5822	29,625.00
P22-1176	CITY OF MONROVIA	0040	Police False Alarm - PL	01-5819	400.00
P22-1177	FLINT FERTIG	0008	Petty Cash Reimbursement/MHS	01-4350	295.14
P22-1178	APPLE COMPUTER, INC.	0025	65 Apple license ipads - Village Program	01-5841	1,755.00
P22-1179	Kimberly Cabrera	0015	Reimbursement for TAP Cards	01-5889	162.00
P22-1180	Beach Cities Learning LLC	0015	Basic Education for SpEd Student	01-5110	19,143.44
				01-5112	5,108.40
				01-5150	5,690.00
				01-5810	25,000.00
P22-1181	LEROY HAYNES CENTER	0015	Basic Education for SpEd Student	01-5810	19,410.28
				01-5850	2,100.00
P22-1182	AMAZON.COM	0004	CGI Materials for the classroom	01-4310	493.08
P22-1183	SUSANA REVELES	0004	Reimbursement for Training RSP SReveles	01-5220	350.00
P22-1184	President's Education Awards Program	0004	Presidential Awards Pins and Certificates	01-4390	363.67
P22-1185	Honors Graduation LLC	0004	Honors Medals	01-4390	527.69
P22-1186	Rancho Janitorial Supply	0006	Hand Soap for CL	01-4370	634.38
P22-1187	Rancho Janitorial Supply	0007	Hand Soap for SF	01-4370	634.38
P22-1188	SADDLEBACK PUBLISHING, INC.	0014	Newcomers books - Paula for SF Clifton, MHS	01-4210	4,869.89
P22-1189	AMAZON.COM	0004	Materials for the classroom	01-4310	676.98
P22-1190	HOME DEPOT	0007	Storage Shed for School Equipment	01-4310	958.07
P22-1191	AMAZON.COM	0004	Classroom materials RSP	01-4310	178.58
P22-1192	AMAZON.COM	0004	SELPA Classroom Materials	01-4310	136.54

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 1 of 4

Includes Purchase Orders dated 03/25/2022 - 04/08/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P22-1193	AMAZON.COM	0004	SDC Materials	01-4310	114.73
P22-1194	Blackwater Security	0052	Security Guard during Spring Break - SF	01-5819	787.50
P22-1195	Bulk Bookstore	0014	Professional Development Books for Faculty	01-4210	5,495.96
P22-1196	HJM International, Inc	0014	Book Order for Santa Fe - Paula	01-4210	452.42
P22-1197	AMAZON.COM	0047	Water Filters for Plymouth	01-4380	588.74
P22-1198	HJM International, Inc	0014	Book order for Santa Fe - Paula	01-4210	155.14
P22-1199	China Sprout	0014	Book Order for SF - Paula 2nd order	01-4210	1,839.75
P22-1200	SUSANA REVELLES	0004	Training Reimbursement for RSP	01-5220	525.00
P22-1201	AMAZON.COM	0007	Instructional Supplies	01-4310	41.87
P22-1202	GRAINGER, INC.	0003	Custodial Supplies	01-4370	54.14
P22-1203	Amanda Noriega	0003	Reimbursements: Art Class Supplies	01-4390	746.49
P22-1204	AMAZON.COM	0014	2022 summer school supplies - Rochelle	01-4310	65.87
P22-1205	Kathy Gomez	0165	Professional Development Consultant	12-5850	6,440.00
P22-1206	Megaphone Ink	0165	UPK Supplies	12-4390	8,211.42
P22-1207	APPLE COMPUTER, INC.	0022	MacBook Repair - Jen Mata @ PLY	01-5640	99.00
P22-1208	RIDDELL	0008	Reconditioning Helmets- Athletics	01-5630	3,816.22
P22-1209	RIDDELL	0008	Helmet Recertifications- Athletics	01-5630	429.67
P22-1210	RIDDELL	0008	Kombine shoulder pads- Athetics	01-4310	1,371.07
P22-1211	RIDDELL	0008	Speed Flex FB Helmets- Athletics	01-4310	1,268.05
P22-1212	Capturing Kids' Hearts	0008	CKH Conference	01-5220	1,200.00
P22-1213	MAXSCHOLAR LLC	0014	Orton-Gillingham Training for Bradoaks	01-5850	4,636.00
P22-1214	CDW-G COMPUTER CTRS, INC.	0022	Boardroom equipment	01-4440	2,199.44
P22-1215	AMAZON.COM	0005	Instructional supplies	01-4310	241.08
P22-1216	CANYON VIEW SCHOOL-McKinley Children's Center	0015	Basic Education for Sp Ed Student	01-5810	1,851.85
				01-5812	451.00
P22-1217	APPLE COMPUTER, INC.	0015	iPad License	01-4340	1,350.00
P22-1218	John Tracy Clinic	0015	DHH Services for SpEd Student	01-5850	21,000.00
P22-1219	SEI Security Education Inst	0010	Security Guard Training	11-5810	19,800.00
P22-1220	AMAZON.COM	0022	Privacy Screen for HR	01-4390	140.00
P22-1221	SCHOLASTIC INC.	0001	D Ross class library	01-4210	599.66
P22-1222	Amanda Noriega	0003	Reimbursement for school supplies	01-4390	88.14
P22-1223	AMAZON.COM	0004	Books for RSP Classroom	01-4210	110.06
P22-1224	AMAZON.COM	0015	Assistive Technology supplies for Sp Ed students	01-4310	1,406.24
P22-1225	AMAZON.COM	0014	Perkins-MHS IT Academy Student Supplies	01-4310	2,971.83
				01-4410	654.83
P22-1226	Amanda Noriega	0003	Reimbursement for PBIS Materials	01-4390	99.56
P22-1227	Bulk Bookstore	0004	Books for 3rd Grade Rm.17	01-4210	496.37

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 2 of 4

Includes Purchase Orders dated 03/25/2022 - 04/08/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P22-1228	Beach Cities Learning LLC	0015	Educational Services for Sp Ed Student	01-5810	14,553.44
				01-5812	5,262.40
				01-5850	1,260.00
P22-1229	AMAZON.COM	0010	CTE Graduation Pins	11-4390	676.32
P22-1230	SCHOOL NUTRITION ASSOC.	0052	Renewel for School Nutrition Association	13-5310	132.50
P22-1231	CALIFORNIA SCHOOL NUTRITION AS SOCITATION	0052	Renewel for CA School Nutrition Association	13-5310	55.00
P22-1232	Stubbies Promotions Inc.	0007	Instructional Supplies for the School	01-4310	1,521.45
P22-1233	MONROVIA READS	0012	HALF-PAGE AD FOR MONROVIA READS	01-5839	150.00
P22-1235	AMAZON.COM	0007	Instructional Supplies	01-4310	8.81
Total Number of POs				72	
				Total	265,107.98

Fund Recap

Fund	Description	PO Count	Amount
01	General Fund	66	229,792.74
11	Adult Education Fund	2	20,476.32
12	Child Development Fund	2	14,651.42
13	Cafeteria Fund	2	187.50
		Total	265,107.98

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 03/25/2022 - 04/08/2022

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P22-0027	9,100.00	11-4310	Adult Education Fund/Materials and Supplies	7,000.00-
P22-0191	5,000.00	01-4350	General Fund/Office Supplies	2,000.00
P22-0488	4,500.00	01-5850	General Fund/Conslt/Ind Contractors(NonEmp)	3,500.00-
P22-0822	470.00	01-5310	General Fund/Dues and Memberships	262.00
Total PO Changes				8,238.00-

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

**RATIFICATION OF WARRANTS
RECOMMENDED FOR BOARD APPROVAL**

April 27, 2022

ACCOUNTS PAYABLE:

DATE ISSUED March 30, 2022 through April 14, 2022

Batch Numbers:	0406 - 0416	\$711,239.78
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PAYROLL:

FOR THE MONTH OF: March, 2022

Certificated Salaries and Wages	\$	2,628,275.12	
Classified Salaries and Wages	\$	1,130,667.18	
CalSTRS and CalPERS Contributor	\$	652,699.33	
Health & Welfare Contributions	\$	665,408.72	
Employer Payroll Taxes	\$	145,508.53	
Total Salary and Benefit:			\$ 5,222,558.88

TOTAL DISTRICT ACCOUNTS:	<u><u>\$ 5,933,798.66</u></u>
---------------------------------	--------------------------------------

Agenda Item Details

Meeting Date: 2022-04-27 18:30:00

AGENDA ITEM TITLE:

5. 21/22-2126 - DISTRICT CASH RECEIPTS

RECOMMENDATION

The Board of Education is requested to receive District cash receipts; Deposit Report No. 36, deposited April 11, 2022, for a total amount of \$572,339.62.

Rationale:

District cash receipts are presented to keep the Board apprised of all monetary transactions not processed through wire transfers from the Department of Finance or the Los Angeles County Office of Education (LACOE).

Background:

Budget Implication (\$ Amount):

Budget adjustments will be made if the funds received are not currently in the budget.

Legal References:

Additional Information:

A copy of deposit report #36 is attached.

ATTACHMENTS

- [BA Item 2126\(b\) Deposit Rpt #36 4-27-22.pdf](#)

DEPOSIT REPORT

4/11/2022

DEP #36

ACCOUNT	AMOUNT	
01.0-00000.0-00000-00000-8650-6020022	\$ 2,960.49	Leases & Rentals/Tech
01.0-00000.0-00000-00000-8699-0000000	4,003.72	Other Local Income
01.0-56400.0-00000-00000-8290-0000000	745.12	Medi-Cal
01.0-90114.0-00000-00000-8699-6010040	300.00	Donations
Subtotal	<u>8,009.33</u>	General Fund
12.0-90503.0-00000-00000-8673-1650000	549.67	Tuition Based Preschool
Subtotal	<u>549.67</u>	Child Development Fund
13.0-53100.0-00000-37000-4710-6010052	48.45	Abate/Reimbursement/Food
13.0-53100.0-00000-37000-8220-0000000	374,472.97	Federal Reimbursement/SNP
13.0-53201.0-00000-37000-8220-0000000	132,478.64	Federal Reimbursement/CACFP
Subtotal	<u>507,000.06</u>	Food Services Fund
25.0-95500.0-00000-00000-8681-0000000	56,780.56	Developer Fees
Subtotal	<u>56,780.56</u>	Capital Facilities Fund
Total	<u><u>\$ 572,339.62</u></u>	

Agenda Item Details

Meeting Date: 2022-04-27 18:30:00

AGENDA ITEM TITLE:

6. 21/22-2127 - BUDGETARY TRANSFERS AND REVISIONS

RECOMMENDATION

The Board of Education is requested to approve the budgetary adjustments as submitted.

Rationale:

Due to the fact that actual information regarding all income and expenditures is not available when the Adopted Budget is approved, periodically budgetary adjustments must be made.

Background:

There are two major types of adjustments that affect the status of the budget: Budget Transfer- 1) Transfers between major expenditure classifications with no change in revenues and no change in ending fund balances. Budget Revision- 2) Increases or decreases in income and expenditures that result from: - Augmented or reduced entitlements in federal and state projects. - Approval of grant letters for federal and state programs. - Recertification of state apportionments. - Miscellaneous income receipts. - Miscellaneous expenditure adjustments.

Budget Implication (\$ Amount):

No impact on fund balance. (See additional information)

Legal References:

California Education Code 42600 states that the total amount budgeted for each major classification of school district expenditures shall be the maximum amount that may be expended for that classification of expenditures for the school year. Transfers may be made between expenditure classifications at any time with the approval of the board of education.

Account:

Additional Information:

These budget transfers between expenditure classifications have no impact on the fund balance. Increases and decreases in expenditures in these budget revisions are offset by revenue adjustments or are taken from the prior year's restricted ending balances and have no impact on the unrestricted fund balance.

ATTACHMENTS

- [BA Item 2127\(b\) Budgetary Transfers 4-27-22.pdf](#)

**FISCAL SERVICES DEPARTMENT
Fiscal Year 2021 - 2022**

Board Report:
Budget Revision

Board Meeting Date:
4/27/2022

GENERAL FUND #01.0

BUDGET TRANSFER

<u>DESCRIPTION</u>	<u>FROM ACCOUNT</u>	<u>TO ACCOUNT</u>	<u>RATIONALE</u>
RESTRICTED STATE RESOURCES			
# 66950.0 - TUPE			
Certificated Salaries		\$21,866.00	Realign budgets to cover 4.5% of Counselors' salaries and benefits
Classified Salaries		\$80.00	
Employees' Benefits		\$7,379.00	
Books and Supplies	(\$16,807.00)		
Services/Other Operations	(\$12,518.00)		
Total Restricted State Resources	<u>(\$29,325.00)</u>	<u>\$29,325.00</u>	
TOTAL BUDGET TRANSFER	<u>(\$29,325.00)</u>	<u>\$29,325.00</u>	

BUDGET REVISION

<u>DESCRIPTION</u>	<u>AMOUNT BUDGETED</u>	<u>TOTAL ALLOCATION</u>	<u>RATIONALE</u>
RESTRICTED LOCAL RESOURCES			
#90109.0 - DONATIONS			
PLYMOUTH			
Books and Supplies	\$500.00	\$500.00	Budget Allocation
#90114.0 - DONATIONS - CABINET DEPTS.			
BUSINESS SERVICES			
Books and Supplies	\$300.00	\$300.00	Budget Allocation
# 90121.0 - DONATIONS - DISTRICT MUSIC PROGRAM			
Books and Supplies	\$12.00	\$12.00	Budget Allocation
# 90124.0 - DONATIONS - ARTS PROGRAM			
Books and Supplies	\$1,252.00	\$1,252.00	Budget Allocation
# 90210.0.0 - USE OF FACILITIES			
CLIFTON			
Books and Supplies	\$145.00	\$145.00	Budget Allocation
DISTRICT			
Books and Supplies	\$1,300.00	\$1,300.00	Budget Allocation
Total Restricted Local Resources	<u>\$3,509.00</u>	<u>\$3,509.00</u>	
TOTAL BUDGET REVISION	<u>\$3,509.00</u>	<u>\$3,509.00</u>	

Agenda Item Details

Meeting Date: 2022-04-27 18:30:00

AGENDA ITEM TITLE:

7. 21/22-2128 - CUMULATIVE OBJECT SUMMARY REPORTS

RECOMMENDATION

The Board of Education is requested to receive the final District Cumulative Object Summary report for the month of March 2022.

Rationale:

The District Cumulative Object Summary report is presented to keep the Board apprised of all budget encumbrances and expenditures for the General Fund Unrestricted and Restricted Funds.

Additional Information:

The March 2022 Cumulative Object Summary Report is attached.

ATTACHMENTS

- [BA Item 2128\(b\) Cumulative Object Summary Rpt \(March 2022\) 4-27-22.pdf](#)

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Totals for Major Object 1000 - 1999</i>		19,862,352.00	19,993,193.00	14,702,271.00	0.00	0.00	5,290,922.00	26.46
<i>Totals for Major Object 2000 - 2999</i>		6,271,990.00	6,310,045.00	4,098,457.88	0.00	0.00	2,211,587.12	35.05
<i>Totals for Major Object 3000 - 3999</i>		11,039,501.00	10,620,989.00	7,386,435.01	0.00	0.00	3,234,553.99	30.45
<i>Totals for Major Object 4000 - 4999</i>		388,116.00	394,059.00	291,351.86	53,870.76	0.00	48,836.38	12.39
<i>Totals for Major Object 5000 - 5999</i>		3,414,596.00	3,380,286.00	2,652,545.41	378,194.97	0.00	349,545.62	10.34
<i>Totals for Major Object 6000 - 6599</i>		0.00	8,088.00	8,087.51	0.00	0.00	0.49	0.01
<i>Totals for Major Object 7100 - 7299</i>		68,830.00	51,615.00	58,550.00	0.00	0.00	-6,935.00	-13.44
<i>Totals for Major Object 7300 - 7399</i>		-1,334,627.00	-1,389,268.00	-264,318.84	0.00	0.00	-1,124,949.16	80.97
<i>Totals for Major Object 7610 - 7629</i>		73,470.00	73,470.00	37,843.00	0.00	0.00	35,627.00	48.49
<i>Total for Resource Range 00000.0 - 19999.9 U</i>		39,784,228.00	39,442,477.00	28,971,222.83	432,065.73	0.00	10,039,188.44	25.45

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Totals for Major Object</i>	<i>1000 - 1999</i>	5,258,373.00	5,635,429.00	4,413,872.33	0.00	0.00	1,221,556.67	21.68
<i>Totals for Major Object</i>	<i>2000 - 2999</i>	3,846,717.00	3,958,171.00	2,661,141.82	0.00	0.00	1,297,029.18	32.77
<i>Totals for Major Object</i>	<i>3000 - 3999</i>	7,885,622.00	7,829,813.00	2,823,649.66	0.00	0.00	5,006,163.34	63.94
<i>Totals for Major Object</i>	<i>4000 - 4999</i>	1,131,687.00	2,139,830.00	1,994,710.61	327,710.24	0.00	-182,590.85	-8.53
<i>Totals for Major Object</i>	<i>5000 - 5999</i>	2,760,754.00	4,303,193.00	3,403,254.96	1,453,956.95	0.00	-554,018.91	-12.87
<i>Totals for Major Object</i>	<i>6000 - 6599</i>	0.00	75,289.00	75,288.82	0.00	0.00	0.18	0.00
<i>Totals for Major Object</i>	<i>7100 - 7299</i>	666,621.00	683,836.00	2,357.50	0.00	0.00	681,478.50	99.66
<i>Totals for Major Object</i>	<i>7300 - 7399</i>	1,061,166.00	1,059,874.00	206,531.12	0.00	0.00	853,342.88	80.51
<i>Totals for Major Object</i>	<i>7610 - 7629</i>	134,136.00	134,136.00	0.00	0.00	0.00	134,136.00	100.00
<i>Total for Resource Range</i>	<i>20000.0 - 99999.9 R</i>	22,745,076.00	25,819,571.00	15,580,806.82	1,781,667.19	0.00	8,457,096.99	32.75

Report ID:	LAGL023C	64790- MONROVIA UNIFIED	Page No.	3
District:	64790	CUMULATIVE OBJECT SUMMARY - ALL EXPENDITURE OBJECTS	Run Date	4/16/2022
Fiscal Year :	2022	Fund :01.0 - General Fund	Run Time	8:39:23 AM
To Period :	9	FINAL	MONTHLY	
Resource Range:	20000.0 - 99999.9 Restricted Resources			

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Total for Fund</i>	<i>01.0-General Fund</i>	62,529,304.00	65,262,048.00	44,552,029.65	2,213,732.92	0.00	18,496,285.43	28.34

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Totals for Major Object 1000 - 1999</i>		2,418,197.00	2,584,129.00	1,211,268.73	0.00	0.00	1,372,860.27	53.13
<i>Totals for Major Object 2000 - 2999</i>		449,885.00	406,606.00	347,147.89	0.00	0.00	59,458.11	14.62
<i>Totals for Major Object 3000 - 3999</i>		1,050,328.00	1,040,616.00	519,610.31	0.00	0.00	521,005.69	50.07
<i>Totals for Major Object 4000 - 4999</i>		567,571.00	1,267,942.00	266,830.53	15,027.95	0.00	986,083.52	77.77
<i>Totals for Major Object 5000 - 5999</i>		1,912,904.00	1,316,599.00	497,197.23	52,938.04	0.00	766,463.73	58.22
<i>Totals for Major Object 6000 - 6599</i>		0.00	12,026.00	12,025.56	0.00	0.00	0.44	0.00
<i>Total for Resource Range 00000.0 - 19999.9 U</i>		6,398,885.00	6,627,918.00	2,854,080.25	67,965.99	0.00	3,705,871.76	55.91

Report ID:	LAGL023C	64790- MONROVIA UNIFIED	Page No.	5
District:	64790	CUMULATIVE OBJECT SUMMARY - ALL EXPENDITURE OBJECTS	Run Date	4/16/2022
Fiscal Year :	2022	Fund :01.4 - S & C	Run Time	8:39:23 AM
To Period :	9	FINAL	MONTHLY	
Resource Range:	00000.0 - 19999.9 Unrestricted Resources			

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Total for Fund</i>	<i>01.4-S & C</i>	6,398,885.00	6,627,918.00	2,854,080.25	67,965.99	0.00	3,705,871.76	55.91

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Totals for Major Object</i>	<i>1000 - 1999</i>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<i>Totals for Major Object</i>	<i>3000 - 3999</i>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<i>Totals for Major Object</i>	<i>4000 - 4999</i>	0.00	1,879,341.00	0.00	0.00	0.00	1,879,341.00	100.00
<i>Totals for Major Object</i>	<i>5000 - 5999</i>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<i>Total for Resource Range</i>	<i>00000.0 - 19999.9 U</i>	0.00	1,879,341.00	0.00	0.00	0.00	1,879,341.00	100.00

Report ID:	LAGL023C	64790- MONROVIA UNIFIED	Page No.	7
District:	64790	CUMULATIVE OBJECT SUMMARY - ALL EXPENDITURE OBJECTS	Run Date	4/16/2022
Fiscal Year :	2022	Fund :01.6 - S & C - Carryover	Run Time	8:39:23 AM
To Period :	9	FINAL	MONTHLY	
Resource Range:	00000.0 - 19999.9 Unrestricted Resources			

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Total for Fund</i>	<i>01.6-S & C - Carryover</i>	0.00	1,879,341.00	0.00	0.00	0.00	1,879,341.00	100.00

Report ID:	LAGL023C	64790- MONROVIA UNIFIED	Page No.	8
District:	64790	CUMULATIVE OBJECT SUMMARY - ALL EXPENDITURE OBJECTS	Run Date	4/16/2022
Fiscal Year :	2022	Fund :01.6 - S & C - Carryover	Run Time	8:39:23 AM
To Period :	9	FINAL	MONTHLY	
Resource Range:	00000.0 - 19999.9 Unrestricted Resources			

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Total for Distric</i>	<i>64790</i>	68,928,189.00	73,769,307.00	47,406,109.90	2,281,698.91	0.00	24,081,498.19	32.64

Agenda Item Details

Meeting Date: 2022-04-27 18:30:00

AGENDA ITEM TITLE:

8. 21/22-2129 - ACCEPTANCE OF GIFTS

RECOMMENDATION

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 2122-10.

Rationale:

The Board of Education welcomes and appreciates donations of educationally suitable material items, monetary donations, and/or in-kind donations that can be used for the benefit of Monrovia Unified School District students or staff and are consistent with the District's curriculum, vision and philosophy.

Budget Implication (\$ Amount):

Material donations are to be no cost to the District, and monetary donations increase site donation accounts.

Legal References:

Board Policy #3290 requires Board approval of gifts.

Additional Information:

The Acceptance of Gifts Report is attached.

ATTACHMENTS

- [Acceptance of Gifts #2122-10 - 042722.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
 Acceptance of Gifts Report No. 2022-10
 Board Meeting 20220427

	Type of Gift	Donor	Estimated Value of Gift	Purpose of Gift/Benefit to District	Prepared by	D Number	Budget Implications
1	Tangible Items PPE	Pure Protective, LLC	\$1,875.00	*Sneeze Guard Panels were received in April 2021 and were used for District Office staff desks.	Ricardo Harris, Director Procurement & Business Services		no cost to the district
2							
3							
4							
5							
6							
7							
8							
9							
10							

Agenda Item Details

Meeting Date: 2022-04-27 18:30:00

AGENDA ITEM TITLE:

9. 21/22-2130- PROFESSIONAL SERVICE AGREEMENTS

RECOMMENDATION

The Board of Education is requested to approve the Professional Service Agreements Report #14 for the Monrovia Unified School District 2021-22 SY.

Rationale:

Board Policy 3600 states that all consultant contracts shall be brought to the Board for approval.

Budget Implication (\$ Amount):

Legal References:

Government Code 53060 and Board Policy 3600.

Additional Information:

The professional services agreement report is attached.

ATTACHMENTS

Name/Company	Services	Amount	Site	Effective Dates	Funding
TechKnow Coach	<p>To provide Google for Education Certified Coach curriculum to instructional specialists. PD includes:</p> <ul style="list-style-type: none"> • 6-month virtual cohort experience for 6 coaches from the I.S. team • Monthly calls w/ 2 facilitators and coaches from other districts • Weekly facilitation of the Google for Education Certified Coach Curriculum • Access to online community platform for ongoing service • Mentoring and quarterly check-in calls from past TechKnow coach cohorts 	\$13,200	Educational Services	July 1, 2022- June 30, 2023	Supplemental & Concentration
Learning for Living (Breaking Down the Walls)	Provide Breaking Down the Walls student leader training and assemblies at MHS. Workshops are aimed at creating empathy, building social awareness, and creating meaningful relationships with peers outside their traditional friend group	\$9,100	Educational Services	January 25-27, 2023	Tobacco Use Prevention Education (TUPE) Funds

Agenda Item Details

Meeting Date: 2022-04-27 18:30:00

AGENDA ITEM TITLE:

10. 21/22-2131 - AGREEMENT WITH FOOD ED FOR OUTDOOR SCIENCE LAB AT BRADOAKS ELEMENTARY SCIENCE ACADEMY

RECOMMENDATION

The Board of Education is requested to approve an agreement with Food Ed to create an outdoor science lab at Bradoaks Elementary Science Academy.

Rationale:

The design of an outdoor learning environment can have a big impact on teaching, learning, and student success. A well-designed environment creates the right conditions for students to flourish academically, socially, and emotionally.

Background:

Bradoaks Elementary Science Academy is designing an outdoor learning science lab. One side of the outdoor lab will consist of a garden area where students will be able to engage in hands-on science experiences. The other side of the lab will include seating and tables for students to work and collaborate on their observations and experiments. The learning space design will adhere to ADA requirements and will provide equitable access for students of all abilities. The design will ensure that all students have rich and relevant science opportunities. Creating a beautiful outdoor learning environment will also promote student engagement and social-emotional well-being.

Budget Implication (\$ Amount):

The cost of the outdoor learning space will be \$7,225 paid through ESSER II funds. These funds present an opportunity to use outdoor learning to lower the risk of virus transmission while enhancing children's school experience and well-being. Furthermore, investments in outdoor learning will be useful for many years.

Legal References:

California Education Code 17604 states that a contract and/or agreement is not valid until approved by the Board of Education.

Additional Information:

A copy of the agreement is attached.

ATTACHMENTS

- [BA Item 2131\(b\) Agreement with Food ED 4-27-22.pdf](#)

March 14, 2022



**Bradoaks Elementary Science Academy
Outdoor Science Lab Proposal**

To: Dr. Jayne Nickles

Below you will find your proposal for the Outdoor Science Lab.

Objective:

Provide Bradoaks Elementary Science Academy with an equitable outdoor space with interactive education features. This space will include ADA access for students with disabilities as well as provide seating too make learning outdoors open to all. All Bradoaks students will be able to use the space during school hours making hands on science opportunities come to life and teachers having a space they can use outdoors with enough seating for their classes and shade. Attached you will find itemized list of cost as well as inspiration pictures of the space.

Cost Projection:

Outdoor Interactive Educational Materials:	\$ 4,160.00
Space clean-up and irrigation repair:	\$ 1,950.00
Seating and Umbrellas for shade	\$ 1,145.00
Total	\$ 7,255.00

Note on Timeline: Our team’s aim is to be completed by end of June, but this is pending timely payment. Project needs eight weeks from time of payment *pending stock of raised beds as well*. We cannot build the project on credit. Right now our MUSD invoices are being paid four months after board approval which would place the build more in the August/September timeframe.

We look forward to hearing back regarding next steps.

Sincerely,

Kristin Ritzau, PhD
Executive Director
krisritzau@explorefooded.org
(805) 259-8479

Itemized Costs

Bradoaks Science Garden Classroom

Item	Unit Price	Units	Cost	Note
Soil	\$ 175.00	6	\$ 1,050.00	6-9 cubic yards
Soil delivery	\$100.00	1	\$ 100.00	delivery and tax - might be waived
Raised beds	\$ 400.00	4	\$ 1,600.00	
Middle Circular bed	\$125	1	\$ 120.00	
Raised bed labor & install	\$ 200.00	6	\$ 1,200.00	
Plants	\$ 6.00	15	\$ 90.00	
Irrigation install & materials			\$1,200	
Space demo			\$750	
Picnic tables	\$ 200.00	4	\$ 800.00	
Umbrella stands	\$ 50.00	3	\$150	
Umbrellas	\$65	3	\$195	
Total			\$ 7,255.00	

Vego bed plan



Signatures upon approval

Dr. Kristin Ritzau, Executive Director Food ED

Date

Dr. Ryan Smith, Superintendent MUSD

Date

Agenda Item Details

Meeting Date: 2022-04-27 18:30:00

AGENDA ITEM TITLE:

11. 21/22-2132 - AGREEMENT WITH CHRISTY WHITE

RECOMMENDATION

The Board of Education is requested to approve an agreement with Christy White to assist with the District's electronic attendance audit.

Rationale:

Teachers currently take attendance on a daily basis using AERIES. At the end of each week, weekly certification reports are printed, placed in the teacher's boxes and teachers manually sign and return back to the attendance clerk. The goal with electronic attendance is to eliminate the paper process of the second step. This would allow for a more efficient process, cost savings related to all of the paper printed each week, storage saving instead of having to box all of these reports, and allow for more timely reporting. Prior to the Covid-19 shutdown, the District began to explore this option with their former auditor, however, this was placed on hold due to the pandemic. The current auditors can perform the Electronic Attendance Audit as well compile the data the District needs to submit to the CDE for approval.

Background:

Beginning with the 2009-2010 school year, the California Department of Education approved the use of electronic attendance submission eliminating the need for physical teacher signatures on paper. The California Department of Education's approval of attendance accounting systems containing digital teacher signatures must minimally contain all the following characteristics: 1. A current system with manual signatures approved by the CDE; 2. The electronic system has a procedure to track and verify that initial attendance is entered on the calendar day of the school day for which the attendance is a record thereof. Submission of the electronic attendance system for CDE approval must include a letter from the LEA's independent auditor, indicating that the attendance accounting system has been reviewed by the auditor and that the system's level of integrity is acceptable to the auditor.

Budget Implication (\$ Amount):

The total cost for professional services is \$14,000 and will be paid through General Fund.

Legal References:

California Education Code 17604 states that a contract and/or agreement is not valid until approved by the Board of Education.

Additional Information:

A copy of the agreement is attached.

ATTACHMENTS

- [BA Item 2132\(b\) Agreement with Christy White 4-27-22.pdf](#)

March 16, 2022

Monrovia Unified School District
325 East Huntington Dr.
Monrovia, CA 91016

We are pleased to provide Monrovia Unified School District with the professional services described below. This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

Based on our discussions, we agree to perform agreed-upon procedures to assist Monrovia Unified School District in the procedures specified in the attached schedule regarding the compilation of an **Attendance Accounting Manual: Documentation of the Internal Control System**, which will be suitable for submission to the California Department of Education for approval of a manual system. We will also conduct a **Digital Signature Examination** to express an opinion as to whether the District's attendance accounting system has a high level of integrity for the use of digital signatures, pursuant to the California Department of Education's *Notice of Electronic Attendance Accounting and Teacher Signature Alternatives*, dated August 3, 2009. Monrovia Unified School District is responsible for the information to which these procedures will be applied and the sufficiency of the procedures to be applied.

This letter documents our agreement to perform these agreed-upon procedures, which are specified in the attached schedule. The engagement will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA). The procedures are included in the enclosure to this letter. We will meet with you as needed to discuss the agreed upon procedures, results, and other issues that may arise.

Our engagement is limited in scope and will be confined to our agreed-upon procedures. We have no obligation to perform any procedures beyond those listed in the enclosed schedule. We will not be conducting an audit or review of the financial statements of Monrovia Unified School District and therefore we will not express an opinion or any other form of assurance on them. We make no representation regarding the sufficiency of the procedures either for the purpose for which the report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or we will not issue a report as a result of this engagement.

Our report will be intended solely for your information and use and should not be used by those who have not agreed to the procedures or taken responsibility for the sufficiency of the procedures for their purposes. Our report will include a statement indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you. Accordingly, using this report for anything other than the original intent of the agreed-upon procedures could mislead the readers. You must notify us immediately if the original users of the report change. We will not perform district management functions or make management decisions on your behalf. However, we may provide advice and recommendations to assist management in performing its functions and making decisions. Monrovia Unified School District may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services. Engagements for additional services may necessitate that we amend this letter or issue a separate engagement letter to reflect the obligations of both parties. In the absence of any other written communications from us documenting additional services, our services will be limited to and governed by the terms of this engagement letter.

Management Responsibilities

You authorize us to accept instructions from your representative for this engagement.

As a condition to performing the services described above, Monrovia Unified School District agrees to:

- Make all management decisions and perform all management functions related to this agreement.
- Designate an individual with suitable skill, knowledge, or experience to oversee services we provide.
- Evaluate the adequacy and results of the services performed.
- Accept responsibility for the results of the services.

Management is responsible for establishing and maintaining internal control over use of the attendance accounting software and for compliance with attendance accounting laws and regulations. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that its attendance accounting system is operating effectively.

Management is responsible for making all attendance records and related information available to us. We understand that you will provide us with such information required for our examination and that you are responsible for the accuracy and completeness of that information. Responsibility for the attendance accounting system internal controls remain with you. That responsibility includes the establishment and maintenance of adequate records and effective internal control over attendance reporting and compliance.

Management is responsible for adjusting the attendance reports to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the examination taken as a whole.

At the conclusion of the engagement, management agrees to supply us with a representation letter that will confirm management's responsibility for the underlying assumption and the appropriateness of the attendance-related reports and information provided.

Engagement Administration, Fees and Other

We will perform our services in accordance with Section 53060 of the Government Code and such other provisions of California law as may be applicable and in accordance with attestation standards established by the American Institute of Certified Public Accountants.

This engagement is limited to the professional services outlined above. Christy White, Inc., in its sole professional judgment reserves the right to refuse to take any action that may be construed as making management decisions or performing management functions.

The work papers for this engagement are the property of Christy White, Inc. and constitute confidential information. The workpapers for this engagement will be retained for a minimum of seven years after the date the accountant's report is issued or for any additional period requested by the District.

The above professional services will be performed based on data and information you provide to us. We will not verify or audit this information. We will not audit, review, or compile your financial statements. Therefore, our engagement cannot be relied upon to disclose errors, fraud, or theft. However, we will inform you of any such matters that come to our attention. Further, our engagement is not designed to provide assurance on internal controls or to identify reportable conditions, that is, significant deficiencies or material weaknesses in the design or operation of internal control. Accordingly, we have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal control as part of this engagement, and our engagement cannot be relied upon to disclose the same. However, during the procedures, if we become aware of such reportable conditions, we will communicate them to you.

Christ White, CPA, is the engagement partner and is responsible for supervising the engagement.

We agree to perform the engagement, the procedures of which are described above at a rate of \$14,000.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed the engagement. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation under Rules for Professional Accounting and Related Services Disputes before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties.

The client and consultant both agree that any dispute over fees charged by the consultant to the client will be submitted for resolution by arbitration. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute in a court of law before a judge or jury and instead, we are accepting the use of arbitration for resolution.

The agreement may be cancelled at any time before completion by either party on three (3) days written notice. In the case of cancellation, Monrovia Unified School District shall be liable for any costs accrued to date of cancellation.

It is expressly understood and agreed by both parties that Christy White, Inc. while carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and is not an employee of Monrovia Unified School District.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Christy White Brook, CPA
President
Christy White, Inc.

RESPONSE:

This letter correctly sets forth the understanding of Monrovia Unified School District.

Signature

Superintendent

Title

Date

Attachment

Monrovia Unified School District

List of Agreed Upon Procedures related to the compilation of an Attendance Accounting Manual: Documentation of the Internal Control System

The scope of the engagement for the compilation of an **Attendance Accounting Manual: Documentation of the Internal Control System** will include the following:

- Interviewing attendance information technology and supervisory staff on the attendance accounting procedures employed. We will consider whether procedures are sufficient to provide accurate and compliant attendance reports.
- Documentation of the following attendance accounting areas:
 - Verification of codes used
 - Verification of teacher attendance procedures
 - Controls over students marked “present” in one class to ensure these are no all-day absences
 - Accurate daily, monthly reporting and periodic reporting
 - How absences are tracked, communicated to teachers and reconciled
 - How gain and loss reports are produced and whether content is complete
 - Documentation of independent study, including: minimum 5 consecutive days; master agreement; ADA credit; coding in the system; and, weekly registers signed by teachers.
 - Documentation of attendance reporting for alternative programs (i.e., Community Day, Continuation, Opportunity, Home/Hospital) that includes how minimum day requirements are met and accuracy of reporting.
 - Documentation of the use and attendance accounting over Saturday School.
- We will produce a written report to be submitted to the California Department of Education (CDE) for approval of the manual system.
- Note: the CDE must first approve the manual system before the Digital Signature component can be approved. However, both components can be submitted simultaneously. The Attendance Accounting: Documentation of the Internal Control System portion of the engagement is not an audit, but we will evaluate the attendance accounting system from an auditor’s point of view and utilize the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, published by the Education Audit Appeals Panel.

Attachment
Monrovia Unified School District
List of Agreed Upon Procedures related to Digital Signature Examination

The scope of the Digital Signature Examination will include an examination of the following:

- Process for electronic submission of attendance
- Security of passwords
- Descriptions of controls over system changes
- Descriptions of how reports are accessible to teachers and administrators

An Auditor Letter will be issued indicating the electronic attendance accounting system has been reviewed and the system's level of integrity is acceptable to the auditor. At the end of this engagement, we will ask for a signed management representation letter.

Examination Objectives

The objective of our examination is the expression of an opinion on District management's assertion that the level of integrity of the attendance accounting system in use by the District is adequate to replace manual teacher signatures with digital signatures or other electronic certification. The minimum characteristics to be evaluated are those required by the California Department of Education's *Notice of Electronic Attendance Accounting and Teacher Signature Alternatives* dated August 3, 2009, as follows:

1. A current system of manual signatures has been approved by the California Department of Education.
2. The electronic system has a procedure to track and verify that initial attendance is entered within on the calendar day of the school day for which the attendance is a record thereof. Under certain circumstances, such as widespread power outages, or system interruptions, teachers are allowed to electronically submit and certify attendance on a subsequent day, retaining paper documentation on which attendance was recorded contemporaneously.
3. The electronic system includes a report that lists the dates of data entry and modifications, and the employee identification of the person or persons logging the attendance information into the system.
4. The report described in #3 above is readily accessible to teachers and administrators for their review.
5. If the electronic system relies on passwords, there must be adequate safeguards to ensure that such passwords are accessible only to the employee for whom the password is created.

Our examinations will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. If for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

We have no responsibility to update our report for events and circumstances occurring after the date of our examination report.

Examination Procedures

An examination includes examining, on a test basis, evidence supporting the use of electronic signature for the attendance accounting system; therefore, our examination will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the examination to obtain reasonable rather than absolute assurance about whether the attendance accounting system is operating without significant deficiencies, whether caused by error or fraud. Because an examination is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, fraud, other illegal acts, or noncompliance may exist and not be detected by us. In addition, an examination is not designed to detect immaterial errors, fraud, or other illegal acts or illegal acts that do not have a direct effect on the attendance accounting system. However, we will inform you of any material errors and any fraud that comes to our attention. We will also inform you of any other illegal acts that come to our attention, unless clearly inconsequential. We will include such matters in a report to management. Our responsibility is limited to the period covered by our examination and does not extend to matters that might arise during any later periods for which we are not engaged.

Agenda Item Details

Meeting Date: 2022-04-27 18:30:00

AGENDA ITEM TITLE:

12. 21/22-4007 - PERSONNEL ASSIGNMENTS

RECOMMENDATION

The Board of Education is requested to approve Personnel Assignments Report #17.

Rationale:

All personnel assignments are routinely reviewed and approved by the Board of Education.

Budget Implication (\$ Amount):

Legal References:

Education Code sections 35161, 44830-44831, 45103-45139; and Board Policy 4000 Series.

Additional Information:

A copy of the report is attached.

ATTACHMENTS

- [2022-04-27 Personnel Report 17.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
Personnel Assignment Report #17

EMPLOYMENTS, SUPPLEMENTAL HOURS/SPECIAL ASSIGNMENTS, LEAVES, TERMINATIONS, OTHER

A. Employments

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
1 #	Cynthia	Dekeyzer	Daily Substitute	Employ, as needed	4/18/22-6/8/22	District		G-00000.0	000003	\$190/day	100%
2 #	Ashley	Mayorga	Daily Substitute	Employ, as needed	4/14/22-6/8/22	District		G-00000.0	000003	\$190/day	100%
3 #	Darcy	Stone	Daily Substitute	Employ, as needed	4/11/22-6/8/22	District		G-00000.0	000003	\$190/day	100%
4 #	Vincent	Teneriello	Daily Substitute	Employ, as needed	4/13/22-6/8/22	District		G-00000.0	000003	\$190/day	100%

B. Supplemental Hours/Special Assignments

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
5	Thomas	Dobson	Teacher	Project Lead the Way online Training	6/20/22-7/1/22	MHS	NTE 90 hrs	C-63870.1	004091	\$27.00/hr	100%
6 #	Alicia	Glass	Teacher	Intervention with students	1/26/22-6/8/22	Mayflower	NTE 20 hrs	C-074220.0	004121	\$32.00/hr	100%
7 #	Kyle	McClure	Teacher	Intervention with students	1/26/22-6/8/22	Mayflower	NTE 20 hrs	C-074220.0	004121	\$32.00/hr	100%

C. Leaves of Absences

First Name	Last Name	Classification	Action	Effective	Site
None.					

D. Terminations

	First Name	Last Name	Classification	Action	Effective	Site
8 #	Courtney	Glass	Dir of Educational Services	Resignation	4/29/22	MHS
9 #	Nelson	Grant	Teacher	Resignation	4/20/22	MHS
10	Randy	Hare	Teacher	Retirement	6/9/22	MHS
11	Paula	Langdale	Teacher	Retirement	6/9/22	Wild Rose
12	Amy	Morrison	Teacher	Retirement	6/9/22	MHS
13 #	Joshua	Nothom	Teacher	Resignation	4/29/22	MHS
14	Audrey	Potter	Teacher	Resignation	5/27/22	MHS
15	Steven	Richardson	Teacher	Resignation	6/8/22	Santa Fe

D. Terminations (continued)

	First Name	Last Name	Classification	Action	Effective	Site
16	Ashlee	Sinic	Teacher	Resignation	6/8/22	MHS
17	Roger	Wu	Teacher	Retirement	6/9/22	CO/MP

E. Other

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
18 #	Kimberly	Cabrera	Dir of Student Support Services	Change of funding	4/1/2022	Educ Services		G-00000.0 50% C-07303.0 17% C-66950.0 33%	000884	53-E	100%
19 #	Cristina	Barbosa	Teacher	Approve stipend Master Teacher (CSULA Student)	8/19/21-12/31/21	Wild Rose		G-00000.0	002263	NTE \$133.02 Stipend	100%
20 #	Vivian	Bruno	Speech, Lang, Pathologist	Approve stipend Master Teacher (CSULA Student)	8/19/21-12/31/21	Wild Rose		G-00000.0	002263	NTE \$66.51 Stipend	100%
21 #	Gaby	Canedo	Teacher	Approve stipend Promising Learners Project Coach	9/1/21-6/30/22	Wild Rose		C-90625.0	004112	NTE \$1000 Stipend	100%
22 #	Maria	Dionisio	Speech, Lang, Pathologist	Approve stipend Master Teacher (CSULA Student)	8/19/21-12/31/21	Wild Rose		G-00000.0	002263	NTE \$66.51 Stipend	100%
23 #	Kristin	Ford	Teacher	Approve stipend Master Teacher (Cal Poly Pomona Student)	8/19/21-12/12/21	MHS		G-00000.0	002263	NTE \$350 Stipend	100%
24 #	Karen	Harvey	Teacher	Approve stipend Promising Learners Project Coach	9/1/21-6/30/22	Plymouth		C-90625.0	004112	NTE \$1000 Stipend	100%
25 #	Jessica	Meza	Teacher	Approve stipend Master Teacher (Cal Poly Pomona Student)	8/19/21-12/12/21	MHS		G-00000.0	002263	NTE \$350 Stipend	100%
26 #	Lizette	Molina	Speech, Lang, Pathologist	Approve stipend Master Teacher (CSULA Student)	8/19/21-12/31/21	Wild Rose		G-00000.0	002263	NTE \$66.51 Stipend	100%
27 #	Sharon	Naugle	Teacher	Approve stipend Promising Learners Project Coach	9/1/21-6/30/22	Wild Rose		C-90625.0	004112	NTE \$1000 Stipend	100%
28 #	Melissa	Stenzel	Speech, Lang, Pathologist	Approve stipend Master Teacher (CSULA Student)	8/19/21-12/31/21	Wild Rose		G-00000.0	002263	NTE \$66.51 Stipend	100%
29 #	Shannon	Varnier	Teacher	Approve stipend Promising Learners Project Coach	9/1/21-6/30/22	Wild Rose		C-90625.0	004112	NTE \$1000 Stipend	100%

E. Other - Volunteers

	First Name	Last Name	Classification	Action	Effective	Site
30 #	Jessica	Cheung	Volunteer I	Approve	03/30/22-6/30/22	MA
31 #	Jissell	Esponda	Volunteer I	Approve	03/30/22-6/30/22	MA,CELC

MONROVIA UNIFIED SCHOOL DISTRICT
Personnel Assignment Report #17

EMPLOYMENTS, LEAVES OF ABSENCE, RESIGNATIONS, CHANGES OF STATUS, OTHER (CLASSIFIED)

A. Employments

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
1	# Melissa	Marquez	Bus Driver	M.O.T.	Employ	\$2478.27/mo	24	1	6 hr./d.; 9 mo./yr.	4/11/2022	000146	C 07230.0	100%

B. Supplemental Hours/Special Assignments

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
2	# Michael	Armas	Food Service Worker Extra Hours	MHS	Employ: Saturday school.	\$18.18/hr.	12	6	NTE: 3 hours per day.	2/26/22-6/4/22	002701	C 53100.0	100%
3	# Liana	Beserra	Administrative Secretary Extra Hours	Special Education Services	Employ: Alternative Dispute Resolution (ADR) meetings and processing ADR paperwork.	\$29.81/hr.	34	5	NTE: 2 hours per day.	2/1/22-6/30/22	004116	C 65360.0	100%
4	# Carmen	Devey	Interpreter	Wild Rose	Employ: To facilitate parent- teacher conferences.	\$27.00/hr.	Flat	Rate	NTE: 10 hours total.	1/10/22-6/8/22	003440	C 07102.0	100%
5	# Lynnette	Edwards	Instructional Aide - Special Education Extra Hours	Bradoaks	Employ: CPI Training.	\$18.64/hr.	17	4	NTE: 9 hours total.	3/11/22-3/18/22	003634	C 65000.0	100%
6	# Alicia	Escobar	Production Center Food Service Manager - MHS Extra Hours	MHS	Employ: Catering.	\$29.64/hr.	30-G	6	NTE: 8 hours per day.	3/1/22-6/8/22	002562	C 90306.0	100%
7	# Margarita	Hernandez	Food Service Worker Extra Hours	MHS	Employ: Catering.	\$16.48/hr.	12	4	NTE: 8 hours per day.	3/1/22-6/8/22	002554	C 90306.0	100%
8	# Diana	Lee	Food Service Worker Extra Hours	MHS	Employ: Saturday school.	\$18.18/hr.	12	6	NTE: 3 hours per day.	2/26/22-6/4/22	002701	C 53100.0	100%
9	# Diana	Lee	Food Service Worker Extra Hours	MHS	Employ: Catering.	\$18.18/hr.	12	6	NTE: 8 hours per day.	3/1/22-6/8/22	002554	C 90306.0	100%
10	# Rosa	Manriquez	Food Service Worker Extra Hours	MHS	Employ: Saturday school.	\$18.69/hr.	5-G	5	NTE: 3 hours per day.	2/26/22-6/4/22	002701	C 53100.0	100%
11	# Rosa	Manriquez	Food Service Worker Extra Hours	MHS	Employ: Catering.	\$18.69/hr.	5-G	5	NTE: 8 hours per day.	3/1/22-6/8/22	002554	C 90306.0	100%
12	# Amy	Martinez	School Office Manager Extra Hours	CELC	Employ: Alarm calls.	\$24.46/hr.	26	5	NTE: 2 hours per day.	3/1/22-6/30/22	003764	G 00000.0	100%
13	# Matthew	McGraw	Substitute Warehouse Operator/Delivery Driver	Warehouse	Employ: To substitute as needed during the 2021-22 school year.	\$18.60/hr.	23	1	NTE: 4 hours per day.	3/23/22-6/30/22	004110	C 74220.0	100%
14	# Valentin	Miranda Jr.	Warehouse Operator/Delivery Driver Extra Hours	Warehouse	Employ: Extra hours for delivery support for equipment transfers, student event materials, and instructional materials.	\$23.87/hr.	23	6	NTE: 30 hours total.	2/1/22-4/30/22	004110	C 74220.0	100%

Ratification
* Correction
G General Fund
C Categorical Fund

B. Supplemental Hours/Special Assignments (continued)

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
15	# Cassandra	Ochoa	Instructional Aide - Special Education Extra Hours	Clifton	Employ: CPI Training.	\$20.56/hr.	17	6	NTE: 9 hours total.	3/11/22-3/18/22	003634	C 65000.0	100%
16	# Sandy	Ochoa Chavez	Instructional Aide - Kindergarten Extra Hours	Wild Rose	Employ: To facilitate parent- teacher conferences.	\$16.87/hr.	15	3	NTE: 10 hours total.	8/18/21-6/8/22	003440	C 07102.0	100%
17	# Felicia	Richardson	High School Registrar Extra Hours	MHS	Employ: AB104 grade changes.	\$23.87/hr.	23	6	NTE: 15 hours total.	3/29/22-6/8/22	003055	G 00000.0	100%
18	# Matthew	Roberts	Purchasing & Warehouse Assistant Extra Hours	Warehouse	Employ: Best system training.	\$21.10/hr.	24	3	NTE: 50 hours total.	3/1/22-4/30/22	004110	C 74220.0	100%
19	# Nasim	Vaid	Instructional Aide - Special Education Extra Hours	Monroe	Employ: CPI Training.	\$18.64/hr.	17	4	NTE: 9 hours total.	3/11/22-3/18/22	003634	C 65000.0	100%
20	# Barblin	Villanueva	Food Service Worker Extra Hours	MHS	Employ: Saturday school.	\$16.00/hr.	2-G	3	NTE: 3 hours per day.	2/26/22-6/4/22	002701	C 53100.0	100%
21	# Barblin	Villanueva	Food Service Worker Extra Hours	MHS	Employ: Catering.	\$16.00/hr.	2-G	3	NTE: 8 hours per day.	3/1/22-6/8/22	002554	C 90306.0	100%
22	# Charles	Wolf	Substitute Warehouse Operator/Delivery Driver	Warehouse	Employ: To substitute as needed during the 2021-22 school year.	\$23.87/hr.	23	6	NTE: 4 hours per day.	3/7/22-6/30/22	004120	C 74220.0	100%

C. Leaves of Absence

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
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None

D. Resignations

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
23	# Alondra	Gamez	After School Activity Leader	VESP	Voluntary Resignation	\$16.87/hr.	15	3	3.75 hr./d; 9 mo./yr.	4/8/2022	000308	C 60100.0	100%
24	# Daniel	Ohri	System Analyst	Technology	Involuntary termination	\$6578.42/mo	25-S	1	8 hr./d; 12 mo./yr.	3/24/2022	003846	G 00000.0	100%
25	# Annette	Sanchez	Preschool Developmental Aide	CELC	Voluntary Resignation	\$16.07/hr.	15	2	3 hr./d; 9 mo./yr.	3/24/2022	000254	C 61050.0	100%

Ratification
* Correction
G General Fund
C Categorical Fund

E. Changes of Status

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
26	# Renee	Cito	Instructional Aide - Special Education	Mayflower	Increase in hours, based on seniority; transfer from MHS.	\$2674.01/mo	17	6	6 hr./d; 9 mo./yr.	4/11/2022	000507	C 33100.0	100%

F. Other

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Effective	Position	Program	Percent
27	# Anthony	Craft	Walk-on Coach	MHS	Approve stipend - Frosh Baseball Assistant Coach.	\$743.00 stipend paid over 3 months.	3/1/22-5/31/22	000206	C 00701.0	100%
28	# James	Luna	Walk-on Coach	MHS	Approve stipend - JV Baseball Head Coach.	\$743.00 stipend paid over 3 months.	3/1/22-5/31/22	000206	C 00701.0	100%
29	# James	Wright	Walk-on Coach	MHS	Approve stipend - Frosh Baseball Head Coach.	\$743.00 stipend paid over 3 months.	3/1/22-5/31/22	000206	C 00701.0	100%

Ratification
 * Correction
 G General Fund
 C Categorical Fund

Agenda Item Details

Meeting Date: 2022-04-27 18:30:00

AGENDA ITEM TITLE:

13. 21/22 4009- AFFILIATION AGREEMENT BETWEEN PASADENA CITY COLLEGE DISTRICT AND MONROVIA UNIFIED SCHOOL DISTRICT

RECOMMENDATION

The Board of Education is requested to approve an Affiliation Agreement with Pasadena City College District allowing the Monrovia Unified School District to provide clinical education experiences to Speech-Language Pathology Assistants (SLPA).

Rationale:

The Speech-Language Pathology Assistant (SLPA) program at PCC prepares students for a career helping people who have articulation, language, voice, fluency, and other communicative disorders. The program is Board-approved by the Speech-Language Pathology & Audiology & Hearing Aid Dispensers Board (SLPAHADB) of the State of California. When students successfully complete this program, they are ready to apply to the board for a license to practice as an SLPA in CA.

Background:

Monrovia Unified School District and Pasadena Area Community College District had an affiliation agreement that expired February 22, 2010.

Legal References:

Additional Information:

The Agreement's term begins on August 1, 2022 through July 31, 2027 and shall continue until such time as the Agreement is terminated as provided herein or on expiration whichever occurs first.

ATTACHMENTS

- [B220332 Monrovia Unified School District Pasadena College.pdf](#)

AFFILIATION AGREEMENT

This Affiliation Agreement (“Agreement”) between Pasadena Area Community College District located at 1570 E. Colorado Blvd. Pasadena CA 91106 herein referred to as “District” and;

MONROVIA UNIFIED SCHOOL DISTRICT
325 E. Huntington Dr.
Monrovia, CA 91016
626-471-2022

herein referred to as (the "Facility") (each individually, a “Party,” and collectively, the “Parties”), takes effect on August 1, 2022 (“Effective Date”).

Recitals

WHEREAS the District is a higher education institution having enrolled students (whether singular or plural, “Student”) who have need for clinical education experiences (whether singular or plural, “Experience”).

WHEREAS the Parties hereby desire District-selected Student(s) to obtain clinical education experience(s) at the Facility.

Agreement

I. Mutual Responsibilities and Coordination.

- A. Visitation. Each Party may coordinate visits relevant to a Student’s Experience.
- B. Nondiscrimination. Neither Party shall discriminate on the basis of race, creed, sex, national origin, or disability unless that basis is a bona fide occupational criterion.
- C. Coordination. The appointed District Educational Coordinator (DEC) shall cooperate with Facility Clinical Coordinator (FCC) in arranging each Experience’s schedule, content, goals and objectives.

II. District Responsibilities.

District shall:

- 1. provide a statement to the Facility that describes the philosophy, goals, objectives, and schedule of:
 - a. the District’s curriculum and,
 - b. each Experience in particular;
- 2. ensure that each Student is appropriately assigned to the Experience, including:
 - a. evaluating the Student’s competence and knowledge before the Experience begins;
 - b. assessing Student’s health before Experience begins; and
- 3. ensure that Student(s) is(are) responsible concerning:
 - a. transportation needed to fulfill responsibilities at the Facility;
 - b. room and board concurrently with the Experience; and
 - c. scheduling arrival at and departure from the Facility;
- 4. ensure that Student(s) has(have) been made aware of each District requirement and regulation for clinical education, including professional practice standards;
- 5. facilitate communication between the Parties, including:
 - a. appointing a member of District’s faculty to serve as DEC;
 - b. notifying the Facility in writing of the identity of the DEC and any District-designated District director;
 - c. notifying the Facility annually of each academic year’s clinical education schedule;

- d. notifying the Facility of each specific Student's assignment no later than ten working days before the Student's arrival, subject to the arrangement set forth below in Sections IV.B and IV.C; and
 - e. describing to the Facility specific Student outcome objectives for each assigned Student's Experience;
6. direct each Student to comply with Facility's policies and procedures governing any use or disclosure of individually identifiable health information under federal law, specifically including HIPAA; and
 7. ensure at Facility's request that each Student signs and delivers to Facility before the Experience begins a copy of a Confidentiality Understanding.

III. Facility Responsibilities.

Facility shall:

1. accept a mutually agreed upon number of Students whom District has selected for an Experience period;
2. provide any applicable annually updated information that is necessary to complete the District's internship program.
3. notify the District of any change in the Facility's ability to accept the Student(s) no later than fifteen working days prior to a clinical assignment;
4. provide Student(s) with a weekly clinical schedule;
5. complete and return each Student evaluation according to the District's guidelines and schedule;
6. inform and train Student(s) regarding Facility's HIPAA-related policies and practices.
7. facilitate communication between the Parties, including appointing a member from Facility to serve as clinical coordinator (FCC) and notifying the District of his/her identity;
8. ensure that Student(s) has(have) been made aware of each relevant Facility rule, regulation, policy, procedure and schedule.

IV. Student Experience Characteristics.

A. No Employment relationship to Either Party.

1. *In General.* Facility's rules and regulations apply to each Student that the District assigns to an Experience.
2. *Liability.* The Student(s) is(are) not considered an officer, employee, agent, representative, or volunteer of either Party for any purpose, including but not limited to liability, but instead is a Student:
 - a. at the District engaged in the Experiences as a part of the District's curriculum; and
 - b. in clinical practice.
3. *HIPAA.* The Student(s) specifically is(are) not and must not be considered to be Facility's employee(s). But the Student(s) is(are) considered to be a member of the Facility's workforce, when engaged in any Agreement activity:
 - a. solely for the purpose under HIPAA to define the Student's role in relation to using and disclosing Facility's protected health information; and
 - b. as workforce is defined under 45 CFR 160.103.

B. Short-Notice Assignment. In an emergency circumstance, District has a right to assign Student(s) to an Experience upon less than ten days' notice to Facility.

C. Assignment Refusal. Each Party is entitled at any time to withdraw the Student(s) from the Facility after assignment for any of the following documented reasons that affected Party must document:

1. the Student's unprofessional or unethical behavior;
2. the Student's failure to meet District's prerequisite academic requirements; or
3. any good cause, including but not limited to, any medical emergency.

V. Term and Termination.

- A. Term. The Agreement's term begins on August 1, 2022 through July 31, 2027 and shall continue until such time as the Agreement is terminated as provided herein or on expiration whichever occurs first.
- B. Termination. Each Party has the right, at any time, to terminate the Agreement upon no later than sixty (60) days' advance written notice to the other Party. In the event of the termination of this Agreement by either party prior to the conclusion of the clinical Experience, The Facility shall allow currently assigned Student(s) to complete their clinical Experience.

VI. Mutual Indemnification.

A. District Liability:

1. District, at its own expense, shall maintain adequate liability insurance coverage for its officers, employees, and agents. District must ensure that its liability insurance has an occurrence-based form.
2. *Workers Compensation.* The District shall, at its own expense, obtain and maintain appropriate Workers' Compensation coverage for District's employed personnel and Students.
3. *District Indemnity.*
 - a. The District will defend, indemnify, and hold harmless the Facility, its officers, governing board, employees, agents, and representatives from any and all claims for loss or damage to property or injury or death to persons, including costs, expenses, and reasonable attorney's fees, arising from any negligence or wrongful act or omission of the District, its officers, employees, and agents.
 - b. Exclusion. The District is liable under the provisions of this paragraph (a) for the paragraph's obligations, costs, and expenses only to the extent that the above act or omission is caused:
 1. by the District or any of its officers, employees, or agents; and
 2. not by the Facility or any of its officers, employees, agents, representatives, or volunteers.

B. Facility Liability:

1. Facility, at its own expense, shall provide adequate liability insurance coverage for its officers, employees, agents, representatives, and volunteers. Facility at District's request must deliver a certificate of insurance to the District.
2. *Facility Indemnity.*
 - a. The Facility will defend, indemnify, and hold harmless the District, its officers, governing board, employees, and agents from any and all claims for loss or damage to property or injury or death to persons, including costs, expenses, and reasonable attorney's fees, arising from the negligent or wrongful acts or omissions of the Facility, its officers, employees, agents, representatives, or volunteers.
 - b. Exclusion. The Facility shall be liable under the provisions of this paragraph (b) for the paragraph's obligations, costs, and expenses only to the extent that such act or omission is caused:
 1. By the Facility or any of its officers, employees, agents, representatives, or volunteers; and
 2. not by the District or any of its officers, employees, agents.

VII. Insurance.

AB

Facility shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed insurer with an A minus, (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with Facility's fulfillment of any of its obligations under this Agreement or either party's use of the Work of any component or part thereof:

- A. Commercial Form General Liability Insurance, including both bodily injury and property damage, with limits as follows:
 - \$1,000,000.00 per occurrence
 - \$100,000.00 fire damage
 - \$5,000.00 med expenses
 - \$1,000,000.00 personal & adv. injury
 - \$3,000,000.00 general aggregate
 - \$3,000,000.00 products/completed operations aggregate
- B. Business Auto Liability Insurance for owned scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence.
- C. Workers' Compensation and Employers Liability Insurance in a form and amount covering Facility's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable State and Federal laws.
 - Part A Statutory Limits
 - Part B \$1,000,000.00/\$1,000,000.00/\$1,000,000.00 Employers Liability
- D. Errors & Omissions (Professional Liability) coverage with the following limits:
 - \$1,000,000.00 per occurrence/\$1,000,000.00 aggregate
- E. Facility, upon execution of this contract and periodically thereafter upon request, shall furnish the District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal notice provision. The policies of insurance providing the coverages referred to in clauses A and B above shall name the District and the Board of Trustees as additional insureds with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability. Premiums on all insurance policies shall be paid by Facility and shall be deemed included in Facility's obligations under this contract at no additional charge.

VIII. FERPA.

"FERPA" means the Family Educational Rights and Privacy Act. The Parties recognize that they are bound to comply with FERPA in their handling of education records of any Student that may be enrolled in any District program related to this Agreement.

- A. Access Need. The Parties understand and recognize that each Party's employees and agents need access to educational records that the other Party maintains in properly administering any duties and obligations to Student(s).
- B. Duty to Orient. Each Party thoroughly must orient its employees and agents of its obligations under FERPA and strictly maintain its practices according to that act's requirements.
- C. Disclosure. "Outsider" means any person or entity not a Party to this Agreement.
 - 1. To Third Party. Before authorizing any further disclosure of Student's educational records to any Outsider, a Party must:
 - a. receive the other Party's permission; and
 - b. obtain assurances that the Outsider fully has complied with FERPA.
 - 2. Redisclosure. A Party has authority to redisclose Student's educational records to the Outsider only if the Outsider does no further disclosure.

IX. Amendment.

Any change to this arrangement requires written amendment that each Party must sign.

X. Notices.

Each Party must send any notice under this agreement in writing either hand-delivered or mailed by certified mail to the addresses set forth below.

District Notification Address:

Pasadena Area Community College District
Beverley Dunbar
1570 E. Colorado Blvd.
Pasadena, CA 91106-2003
626-226-9475
bdunbar@pasadena.edu

Facility Notification Address:

Monrovia Unified School District
Human Resources
325 E. Huntington Dr. Monrovia,
CA 91016
626-471-2022
cgranger@monroviaschools.net

XI. Binding Authority.

Each Party has authorized an undersigned individual to sign this Agreement on behalf of that Party.

XII. Governing Law.

The validity, interpretation and performance of this Agreement shall be determined according to the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

-FACILITY-

-DISTRICT-

MONROVIA UNIFIED SCHOOL DISTRICT

PASADENA AREA COMMUNITY COLLEGE DISTRICT

By _____

By _____

Print Name Ryan D. Smith , Ed. D.

Print Name Candace D. Jones

Title Superintendent of Schools

Title Interim Assistant Superintendent/Vice President of Business and Administrative Services

Date _____

Date _____

Agenda Item Details

Meeting Date: 2022-04-27 18:30:00

AGENDA ITEM TITLE:

14. 21/22-4013- QUARTERLY UNIFORM COMPLAINT

RECOMMENDATION

The Board of Education is requested to receive a quarterly Williams Uniform Complaint report.

Rationale:

This quarterly report to the Board of Education will be used to summarize any complaints addressing insufficient instructional materials, teacher vacancies and/or misassignment, and emergency or urgent facility conditions for the period of January 1 to March 31, 2022.

Background:

Education Code 35186 requires school districts to report publicly on a quarterly basis at a regularly scheduled meeting of the Governing Board any Uniform Complaints addressing insufficient instructional materials, teacher vacancies and/or misassignment, and emergency or urgent facility conditions reported to the District. A copy of this report will be sent to the county superintendent.

Additional Information:

A copy of the report is attached.

ATTACHMENTS

- [3rd quarter 2021 UCP Reporting signed.pdf](#)



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

**Williams Lawsuit Settlement
Quarterly Report on Uniform Complaints 2021-2022**

District Name: Monrovia Unified School District

Date: 04/04/2022

Person completing this form: Leslie Lockhart

Title: Interim Assistant Superintendent , HR.

Quarter covered by this report (Check One Below):

- | | | |
|---|--------------------------|------------------|
| <input type="checkbox"/> 1st QTR | July 1 to September 30 | Due 15-Oct 2021 |
| <input type="checkbox"/> 2nd QTR | October 1 to December 31 | Due 14- Jan 2022 |
| <input checked="" type="checkbox"/> 3rd QTR | January 1 to March 31 | Due 15-Apr 2022 |
| <input type="checkbox"/> 4th QTR | April 1 to June 30 | Due 15-Jul 2022 |

Date for information to be reported publicly at governing board meeting: 04/27/2022

Please check the box that applies:

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

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

Print Name of District Superintendent Ryan D. Smith Ed. D.

Signature of District Superintendent  Date 04/04/2022

Return the **Quarterly Summary** to:
Williams Legislation Implementation Project
Los Angeles County Office of Education
c/o Kirit Chauhan, Williams Settlement Legislation
9300 Imperial Highway, ASM/Williams ECW 284
Downey, CA 90242

Telephone: (562) 803-8382
FAX: (562) 803-8325
E-Mail: Chauhan_Kirit@lacoed.edu

Agenda Item Details

Meeting Date: 2022-04-27 18:30:00

AGENDA ITEM TITLE:

15. 21/22-5086 - BOARD POLICY 0400, *COMPREHENSIVE PLANS*

RECOMMENDATION

The Board of Education is requested to adopt Board Policy 0400, *Comprehensive Plans*, as recommended by the California School Boards Association (CSBA).

Rationale:

As part of the Board of Education's commitment to review and update all MUSD Board Policies and Administrative Regulations, Student Support Services has conducted its annual review of Board Policies and Administrative Regulations and is presenting these policies for review. At the April 13th BOE meeting, the Board received the attached policy for first reading. With no further edits received from the Board of Education, this policy is being presented for adoption.

Background:

School districts receive regular policy updates from the California School Boards Association (CSBA) which are compared to existing policies to determine the extent of modification that is needed. This policy contains revisions as recommended by CSBA for Board Policy 0400, *Comprehensive Plans*. The policy update has been reviewed by the appropriate instructional stakeholders prior to presenting them for Board approval.

ATTACHMENTS

- [0400 BP Comprehensive Plans.pdf](#)

COMPREHENSIVE PLANS

The Governing Board believes that careful planning is essential to effective implementation of district programs and policies. Comprehensive plans shall identify cohesive strategies for school improvement, ~~and~~ provide stability in district operations, ~~and be aligned to ensure consistency among district approaches for student academic growth and achievement.~~

~~The Superintendent or designee shall develop comprehensive plans for the implementation of the district's vision and goals. Comprehensive plans adopted by the district shall include the local control and accountability plan (LCAP) and other plans required by law or determined by the Board to be in the best interest of the district. As appropriate, comprehensive plans may describe, but not be limited to, Such plans may describe anticipated short- and long-term needs, measurable outcomes, priorities, activities, available resources, timelines, and staff responsibilities, and strategies for internal and external communications regarding the plan.~~

~~(cf. 0460 - Local Control and Accountability Plan)~~

~~(cf. 0500 - Accountability)~~

~~(cf. 1340 - Access to District Records)~~

~~The process for developing comprehensive plans shall include broad participation of school and community representatives. Committees may, and when required by law shall, be appointed to assist in the development of such plans. District comprehensive plans are subject to review and approval by the Board.~~

~~(cf. 1220 - Citizen Advisory Committees)~~

~~(cf. 2230 - Representative and Deliberative Groups)~~

~~(cf. 6020 - Parent Involvement)~~

~~School-level plans may be developed to meet the unique circumstances of individual school sites, provided that they are consistent with law, Board policies, district administrative regulations, the district vision, the LCAP, and other districtwide plans. School plans shall be subject to review and approval of the Superintendent of designee, except when law or Board policy requires Board approval of the plan.~~

~~(cf. 0420 - School Plans/Site Councils)~~

~~(cf. 0430 - Comprehensive local Plan for Special Education)~~

~~(cf. 0440 - District Technology Plan)~~

~~(cf. 0450 - Comprehensive Safety Plan)~~

~~(cf. 3514 - Environmental Safety)~~

~~(cf. 3516 - Emergencies and Disaster Preparedness Plan)~~

~~Comprehensive plans shall be available to the public, and shall be reviewed and~~

updated at regular intervals as specified within the plan or required by law.

(cf. 1112 - Media Relations)

Legal References:

STATE

CALIFORNIA CODE OF REGULATIONS, TITLE 5

560 Civil defense and disaster preparedness plans

EDUCATION CODE

322/0-32289 School Safety Plans

35035 Power and duties of the superintendent; transfer authority

35291 Rules (power of governing board)

39831.3 Transportation safety plan

52060-52077 Local control and accountability plan

56195-56195.10 Comprehensive local plans for special education

56205-56208 Requirements for special education plan

64001 School plan for student achievement, consolidated application programs

FEDERAL

UNITED STATES CODE, TITLE 20

6312 Local educational agency plan

MANAGEMENT RESOURCES

WEBSITE

CSBA

Revised: April __, 2022

Adopted: March 14, 2007

Agenda Item Details

Meeting Date: 2022-04-27 18:30:00

AGENDA ITEM TITLE:

16. 21/22- 5087- BOARD POLICIES 4119.11, 4219.11, 4319.11, *SEXUAL HARASSMENT*, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION

RECOMMENDATION

The Board of Education is requested to adopt Board Policy 4119.11, 4219.11, 4319.11, *Sexual Harassment*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

Rationale:

As part of the Board of Education's commitment to review and update all MUSD Board Policies and Administrative Regulations, Student Support Services has conducted its annual review of Board Policies and Administrative Regulations and is presenting these policies for review. At the April 13th BOE meeting, the Board received the attached policy for first reading. With no further edits received from the Board of Education, this policy is being presented for adoption.

Background:

School districts receive regular policy updates from the California School Boards Association (CSBA) which are compared to existing policies to determine the extent of modification that is needed. This policy contains revisions as recommended by CSBA for Board Policies and Administrative Regulations 4119.11, 4219.11, 4319.11, *Sexual Harassment*. The policy update has been reviewed by the appropriate instructional stakeholders prior to presenting them for Board approval.

ATTACHMENTS

- [4119.11, 4219.11,4319.11 BP Sexual Harassment.pdf](#)
- [4119.11, 4219.11,4319.11 AR Sexual Harassment.pdf](#)

SEXUAL HARASSMENT

The following policy shall apply to all district employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf 4030 - Nondiscrimination in Employment)

The Governing Board of Education is committed to providing a safe work environment that is free of harassment and intimidation. The Board prohibits sexual harassment of ~~against~~ district employees and ~~job applicants~~. The Board also prohibits retaliatory behavior or action against ~~district employees or other~~ any persons who complains, ~~testify~~ testifies, or otherwise participates in the complaint process established pursuant to for the purposes of this policy and administrative regulation.

(cf. 0450 - Comprehensive Safety Plan)

Sexual harassment includes, but is not limited to, harassment that is based on the sex, gender, gender identity, gender expression, or sexual orientation of the victim and harassment based on pregnancy, childbirth, or related medical conditions.

(cf. 1312.3 - Uniform Complaint Procedures)

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation

(cf. 4231 - Staff Development)

2. Publicizing and disseminating the district's sexual harassment policy to ~~staff employees and others to whom the policy may apply~~

(cf. 4112.9, 4212.9, 4312.9 - Employee Notifications)

3. Ensuring prompt, thorough, ~~and~~ fair, and equitable investigation of complaints

(cf. 4144, 4244, 4344 - Complaints)

4. Taking timely and appropriate corrective/remedial action(s), which may require

interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy, complaint procedures, or training.

~~All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions.—~~

~~Any district employee or job applicant who feels that he/she has been sexually harassed or who has knowledge of any incident of sexual harassment by or against another employee, a job applicant or a student, shall immediately report the incident to his/her supervisor, the principal, district administrator or Superintendent.—~~

~~A supervisor, principal or other district administrator who receives a harassment complaint shall promptly notify the Superintendent or designee.—~~

~~Complaints of sexual harassment shall be filed in accordance with AR 4031 – Complaints Concerning Discrimination in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.—~~

~~Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment against a district employee, job applicant, or student is in violation of this policy and is subject to disciplinary action, up to and including dismissal.—~~

Sexual Harassment Reports and Complaints

District employees who feel that they have been sexually harassed in the performance of their district responsibilities or who have knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to their direct supervisor, a district administrator, or the district's Title IX Coordinator. Employees may bypass their supervisor in filing a complaint if the supervisor is the subject of the complaint. A supervisor or administrator who receives a harassment complaint shall promptly notify the Title IX Coordinator.

(cf. 5145.7 - Sexual Harassment)

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures or AR 4030 - Nondiscrimination in Employment, as applicable. Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 4119.12/4219.12/4319.12 concurrently meets the requirements of AR 4030.

The Title IX Coordinator shall offer supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.

Upon investigation of a sexual harassment complaint, any district employee found to have engaged or participated in sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

Legal References:

STATE

California Code of Regulations, Title 2

11006-11086 Discrimination in employment

11021 Discrimination in employment - retaliation

11023 Harassment and discrimination, prevention and correction

11024 Required training and education on harassment based on sex, gender identity and expression, and sexual orientation

11034 Terms, conditions, and privileges of employment

California Code of Regulations, Title 5

4900-4965 Nondiscrimination in elementary and secondary education programs

Education Code

200-262.4 Educational equity: prohibition of discrimination on the basis of sex

Government Code

12900-12996 Fair Employment and Housing Act

12940 Unlawful discriminatory employment practices

12950 Sexual harassment

12950.1 Sexual harassment training

Labor Code

1101 Political activities of employees

1102.1 Discrimination: sexual orientation

FEDERAL

United States Code, Title 20

1681-1688 Title IX prohibition against discrimination

Code of Federal Regulations, Title 34

106.1-106.9 Nondiscrimination on the basis of sex in education programs or activities

106.51-106.61 Nondiscrimination on the basis of sex in employment in education program or activities

United States Code, Title 42

2000e-2000e-17 Title VII, Civil Rights Act Of 1964, as amended

MANAGEMENT RESOURCES

Court Decision

Burlington Industries v. Ellreth, (1998) 119 S. Ct. 2257

Department of Health Services v. Superior Court of California, (2003)31 Cal. 4th 1026

Faragher v. City of Boca Raton, (1998) 118 S. Ct. 2275

Gebser V. Lago Vista Independent School District, (1998) 118 S. Ct. 1989

Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57

Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct.998

U.S. Equal Employment Opportunity Com. Publication

Promising Practices for Preventing Harassment, November 2017

Website

[California Department of Fair Employment and Housing](#)

[U.S. Department of Education, Office for Civil Rights](#)

[U.S. Equal Employment Opportunity Commission](#)

Revised: April __, 2022

Adopted: May 9, 2007

(Replaces: BP 4162.1 Sexual Harassment)

(Adopted: February 1993)

SEXUAL HARASSMENT

The following administrative regulation shall apply to all allegations of sexual harassment involving employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.

Definitions

~~Prohibited s~~Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature, ~~regardless of whether or not the conduct is motivated by sexual desire.~~ Conduct is considered to be sexual harassment when made against another person of the same or opposite sex in the work or educational setting ~~when~~ under any of the following conditions: (Education Code 212.5; Government Code 12940; 2 CCR 11034)

1. Submission to the conduct is made ~~expressly~~ explicitly or implicitly a term or condition of the individual's employment.
2. Submission to or rejection of ~~such the~~ conduct ~~by the individual~~ is used as the basis for an employment decision affecting ~~him/her~~ the individual.-
3. The conduct has the purpose or effect of ~~unreasonably interfering with the other~~ having a negative impact upon the individual's work performance; or of creating an intimidating, hostile, or offensive work environment; ~~or adversely affecting the other individual's evaluation, advancement, assigned duties, or any other condition of employment or career development.~~
4. Submission to or rejection of the conduct ~~by the other individual~~ is used as the basis for any decision affecting ~~him/her~~ the individual regarding benefits, services, honors, programs, or activities available at or through the district

For purposes of applying the complaint procedures specified in Title IX of the Education Amendments of 1972, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)

- a. A district employee conditioning the provision of a district aid, benefit, or service on the person's participation in unwelcome sexual conduct
- b. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity

- c. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

Examples of Sexual Harassment

~~Other e~~Examples of actions that might constitute sexual harassment under state or federal law in accordance with the definitions above, in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, in the work or educational setting, include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors
2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit e-mails; displaying sexually suggestive objects
3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements.

Title IX Coordinator/Compliance Officer

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, as well as to oversee, investigate, and resolve sexual harassment complaints processed under AR 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

Director of Student Support Services
325 East Huntington Drive
Monrovia, CA 91016
(626) 471-2049

~~Prohibited sexual harassment may also include any act of retaliation against an individual who reports a violation of the district's sexual harassment policy or who participates in the investigation of a sexual harassment complaint.~~

Training

~~By January 1, 2006, and e~~Every two years ~~thereafter~~, the Superintendent or designee shall ensure that supervisory employees receive at least two hours, ~~and nonsupervisory employees receive at least one hour~~, of classroom or other effective interactive training and education regarding sexual harassment. All newly hired ~~or promoted supervisory employees~~ employees and employees promoted to a supervisory position shall receive training within six months of their assumption of the ~~supervisory~~ new position. (Government Code 12950.1)

~~The district's training and education program for supervisory employees shall include information and practical guidance regarding the federal and state statutory law on the prohibition against and the prevention and correction of sexual harassment and the remedies available to the victims of sexual harassment in employment. The training shall also include practical examples aimed at instructing supervisors in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1)~~

~~A supervisory employee is any employee having the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)~~

~~In addition, the Superintendent or designee shall ensure that all employees receive information regarding the district's sexual harassment policy, particularly the procedures for filing complaints and employees' duty to use the district's complaint procedures.~~

~~Such training may be completed by employees individually or as part of a group presentation, may be completed in shorter segments as long as the applicable hourly requirement is met, and may be provided in conjunction with other training provided to the employees. The training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1)~~

~~The district's sexual harassment training and education program shall include, but is not limited to, the following: Government Code 12950.1; 2 CCR 11024)~~

- ~~a. Information and practical guidance regarding federal and state laws concerning the prohibition, prevention, and correction of sexual harassment~~
- ~~b. The types of conduct that constitute sexual harassment~~
- ~~c. Remedies available for victims in civil actions, and potential~~

employer/individual exposure/liability

- d. Strategies to prevent harassment in the workplace
- e. Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware
- f. Practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources
- g. The limited confidentiality of the complaint process
- h. Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment
- i. Steps necessary to take appropriate remedial measures to correct harassing behavior, which includes the district's obligation to conduct an effective workplace investigation of a harassment complaint
- j. What to do if the supervisor is personally accused of harassment
- k. The essential elements of the district's anti-harassment policy, and how to use the policy if a harassment complaint is filed

Employees shall receive a copy of the district's sexual harassment policy and administrative regulations, which they shall read and acknowledge that they have received.

- l. Information, including practical examples, of harassment based on gender identity, gender expression, and sexual orientation
- m. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct pursuant to Government Code 12950.1, the negative effects that abusive conduct has on the victim and other in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious

The Superintendent or designee shall retain for at least two years the records of any

training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024)

Notifications

~~A copy of the Board policy and this administrative regulation shall be posted on the district's website.~~

The Superintendent or designee shall notify employees that the district does not discriminate on the basis of sex as required by Title IX, that the Title IX nondiscrimination requirement extends to employment, and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

The district shall notify employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

A copy of the Board policy and this administrative regulation shall:

- a. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)
- b. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired (Education Code 231.5)
- c. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)
- d. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's web site (34 CFR 106.8)
- e. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to employees or employee organizations (34 CFR 106.8)

-All employees shall receive ~~either~~ a copy of ~~an~~ information sheets prepared by the California Department of Fair Employment and Housing (DFEH) or ~~a copy of the~~ district

~~information sheets~~ that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment
2. The definition of sexual harassment under applicable state and federal law
3. A description of sexual harassment, with examples
4. The district's complaint process available to the employee
5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)
6. Directions on how to contact DFEH and the EEOC
7. The protection against retaliation provided by 2 CCR 7287.8 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

In addition, the district shall post, in a prominent and accessible location, the DFEH poster on discrimination in employment and the illegality of sexual harassment and the DFEH poster regarding transgender rights. (Government Code 12950)

Complaint Procedures

All complaints and allegations of sexual harassment by and against employees shall be investigated and resolved in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to AR 4030 - Nondiscrimination in Employment.

If sexual harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, and address any continuing effects.

MONROVIA UNIFIED SCHOOL DISTRICT
All Personnel

Administrative Regulation 4119.11
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Revised: April __, 2022
Adopted: May 9, 2007

Agenda Item Details

Meeting Date: 2022-04-27 18:30:00

AGENDA ITEM TITLE:

17. 21/22-5088- BOARD POLICY 5125, *STUDENT RECORDS*, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION

RECOMMENDATION

The Board of Education is requested to adopt Board Policy 5125, *Student Records*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

Rationale:

As part of the Board of Education's commitment to review and update all MUSD Board Policies and Administrative Regulations, Student Support Services has conducted its annual review of Board Policies and Administrative Regulations and is presenting these policies for review. At the April 13th BOE meeting, the Board received the attached policy for first reading. With no further edits received from the Board of Education, this policy is being presented for adoption.

Background:

School districts receive regular policy updates from the California School Boards Association (CSBA) which are compared to existing policies to determine the extent of modification that is needed. This policy contains revisions as recommended by CSBA for Board Policies and Administrative Regulations 5125, *Student Records*. The policy update has been reviewed by the appropriate instructional stakeholders prior to presenting them for Board approval.

ATTACHMENTS

- [5125 BP Student Records.pdf](#)
- [5125 AR Student Records.pdf](#)

STUDENT RECORDS

The Governing Board recognizes the importance of keeping accurate, comprehensive student records as required by law. ~~Procedures for maintaining the confidentiality of student records shall be consistent with state and federal law.~~ The Superintendent or designee shall establish administrative regulations governing the identification, collection, retention, ~~description~~ and security of student records, ~~as well as timely access for authorized persons. These regulations shall ensure parental rights to review, inspect and copy student records and shall protect the student and the student's family from invasion of privacy.~~

The Superintendent or designee shall designate a certificated employee to serve as custodian of records, with responsibility for student records at the district level. At each school, the principal or a certificated designee shall be designated ~~as~~ as custodian of records for students enrolled at that school. The custodian of records shall be responsible for implementing Board policy and administrative regulation regarding student records. (5 CCR 431)

(cf. 3580 - District Records)
(cf. 4040 - Employee Use of Technology)
(cf. 5125.1 - Release of Directory Information)
(cf. 5125.3 - Challenging Student Records)

All appropriate personnel shall receive training regarding district policies and procedures for gathering and handling sensitive student information.

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)

The district shall not collect or solicit social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. (Education Code 49076.7)

No information or documents regarding the citizenship or immigration status of students or their family members shall be collected, except as required by state or federal law or as required to administer a state or federally supported educational program. The Superintendent or designee shall not disclose student records to a person, agency, or organization for immigration enforcement purposes without parental consent, a court order, or a judicial subpoena. If a district employee receives such a request, they shall immediately report the request to the Superintendent. The Superintendent shall report the request to the Board in a timely manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

(cf. 5022 - Student and Family Privacy Rights)

The Superintendent or designee shall not compile a list, registry, or database based on students' national origin, ethnicity, or religious belief, practice, or affiliation, nor shall they disclose student information to federal government authorities for the purpose of compiling such a list, registry, or database for purposes of immigration enforcement. Such information may only be compiled or exchanged with other local, state, or federal agencies if the information is aggregated and is not personally identifiable. (Government Code 8310.3)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

Student Records from Social Media

The Superintendent or designee may gather and maintain information from the social media of any district student, provided that the district first notifies students and parents/guardians about the proposed program, offers an opportunity for public comment at a regularly scheduled Board meeting, and gathers only information that directly pertains to school safety or student safety. (Education Code 49073.6)

(cf. 5020 - Parents Rights and Responsibilities)

(cf. 5145.6 - Parental Notifications)

(cf. 6163.4 - Student use of Technology)

Contract for Digital Storage, Management, and Retrieval of Student Records

The Superintendent or designee may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third-party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code 49073.1 and other applicable state and federal laws.

(cf. 0440 - District Technology Plan)

Legal References:

TITLE 5, CALIFORNIA CODE OF REGULATIONS

16020-16027 Destruction of records of school districts

430-438 Individual student records

EDUCATION CODE

17604 Delegation of powers to agents

234.7 Student protections relating to immigration and citizenship status

48201 Student records for transfer students who have been suspended/expelled

48853.5 Foster youth; placement, immunizations

48902 Notification of law enforcement of specified violations

48904-48904.3 Withholding grades, diplomas, or transcripts

48918 Rules governing expulsion procedures

48980 Parental notifications
48985 Notices in parent/guardian's primary language
49060-49079 Student records
49091.14 Parental review of curriculum
51747 Independent study
56041.5 Rights of students with disabilities
56050 Surrogate parents
56055 Foster parents
69432.9 Cal Grant program; notification of grade point average
BUSINESS AND PROFESSIONS CODE
22580-22582 Privacy Rights for California Minors in the Digital World
22584-22585 Student Online Personal Information Protection Act
22586-22587 Early Learning Personal Information Protection Act
CODE OF CIVIL PROCEDURE
1985.3 Subpoena duces tecum
FAMILY CODE
3025 access to records by noncustodial parents
6552 Caregiver's authorization affidavit
GOVERNMENT CODE
6252-6260 Inspection of public records
HEALTH AND SAFETY CODE
120440 Immunizations; disclosure of information
PENAL CODE
245 Assault with deadly weapon
WELFARE AND INSTITUTIONS CODE
16010 Health and education records of a minor
681 Truancy petitions
701 Juvenile court law

Revised: April __, 2022

Adopted: August 27, 2008

(Replaces: BP 5125 Protection and Privacy of Pupil Records)

(Adopted: May 1978)

(Replaces: BP 5125.1 Release of Student Records)

(Adopted: April 1977)

STUDENT RECORDS

Definitions

Student means any individual who is or has been in attendance at the district and regarding whom the district maintains student records. (34 CFR 99.3)

Attendance includes, but is not limited to, attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunication technologies for students who are not physically present in the classroom, and the period during which a person is working under a work-study program. (34 CFR 99.3)

Student records are any items of information (in handwriting, print, tape, film, computer, or other medium) gathered within or outside the district that are directly related to an identifiable student and maintained by the district, ~~or~~ required to be maintained by an employee in the performance of ~~his/her~~ the employee's duties, or maintained by a party acting for the district. Any information maintained for the purpose of second-party review is considered a student record. ~~A student record may be recorded in handwriting, print, computer media, video or audio tape, film, microfilm, microfiche, or by other means.~~ Student records also include the student's health record. (Education Code 49061, 49062; 5 CCR 430; 34 CFR 99.3)

Mandatory permanent student records are those records which are maintained in perpetuity and which schools have been directed to compile by state law, regulation, or administrative directive. (5 CCR 430)

Mandatory interim student records are those records which the schools are directed to compile and maintain for ~~stipulated~~ specified periods of time and are then destroyed in accordance with state law, regulation, or administrative directive.

Permitted student records are those records having clear importance only to the current educational process of the student. (5 CCR 430)

Student records do not include: (Education Code 49061, 49062; 34 CFR 99.3)

1. Directory information

(cf. 5125.1 - Release of Directory Information)

2. Informal notes compiled by a school officer or employee which remain in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a substitute

3. Records of the law enforcement unit of the district, subject to 34 CFR 99.8

(cf. 3515 - Campus Security)

4. Records created or received by the district after an individual is no longer a student and that are not directly related to the individual's attendance as a student

5. Grades on peer-graded papers before they are collected and recorded by a teacher

Access means a personal inspection and review of a record, or an accurate copy of a record or receipt of an accurate copy of a record, an oral description or communication of a record, and a request to release a copy of any record. (Education Code 49061)

Disclosure means to permit access to, or the release, transfer, or other communication of, personally identifiable information contained in education student records, to any party, except the part that provided or created the record, by any means including oral, written, or electronic means.

Personally, identifiable information includes, but is not limited to:

1. ~~†~~The student's name,
2. ~~†~~The name of the student's parent/guardian or other family members,
3. ~~†~~The address of the student or student's family,
4. ~~a~~A personal identifier, such as the student's social security number, ~~or~~ student number, or biometric record (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting)
5. ~~and a list of personal characteristics or other information that would make the student's identity easily traceable.~~ Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name
6. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty-
7. Information requested by a person who the district reasonably believes knows the identity of the student to whom the student record relates

Adult student is a person who is or was enrolled in school and who is at least 18 years of age. (5 CCR 430)

Parent/guardian means a natural parent, an adopted parent, ~~or~~ legal guardian, surrogate parent, or foster parent. (Education Code 49061, 56050, 56055).

School officials and employees are officials or employees, **including teachers**, whose duties and responsibilities to the district, whether routine or as a result of special circumstances, require that they have access to student records. (34 CFR 99.31)

A legitimate educational interest is ~~one~~ an interest held by **any school officials, or employees, contractor, or consultant** whose **official duties, and responsibilities, or contractual obligations** to the district, whether routine or as a result of special circumstances, require ~~that they have~~ access to **information contained in** student records.

Custodian of records is the employee responsible for the security of student records maintained by the district and for devising procedures for assuring that access to such records is limited to authorized persons. (5 CCR 433)

County placing agency means the county social service department or county probation department. (Education Code 49061)

Persons Granted Absolute Access

In accordance with law, absolute access to any student records shall be granted to:

- a. Parents/guardians of students younger than age 18 years, including the parent who is not the student's custodial parent (Education Code 49069; Family Code 3025)
- b. An adult student, or a student under the age of 18 years who attends a postsecondary institution, in which case the student alone shall exercise rights related to the student's records and grant consent for the release of records (34 CFR 99.3, 99.5)
- c. Parents/guardians of an adult student with disabilities who is age 18 years or older and has been declared incompetent under state law (Education Code 56041.5)

Access for Limited Purpose/Legitimate Educational Interest

The following persons or agencies shall have access to those particular records that are relevant to their legitimate educational interest or other legally authorized purpose:

- a. Parents/guardians of a dependent child as defined under 26 USC 152 (Education Code 49076; 34 CFR 99.31)

- b. Students who are age 16 or older or who have completed the 10th grade (Education Code 49076)
- c. School officials and employees, consistent with the definition provided in the section "Definitions" above (Education Code 49076; 34 CFR 99.31)
- d. Members of a school attendance review board (SARB) appointed pursuant to Education Code 48321 who are authorized representatives of the district and any volunteer aide age 18 or older who has been investigated, selected, and trained by the SARB to provide follow-up services to a referred student (Education Code 49076)
- e. Officials and employees of other public schools, school systems, or postsecondary institutions where the student intends or is directed to enroll, including local, county, or state correctional facilities where educational programs leading to high school graduation are provided, or where the student is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer (Education Code 49076; 34 CFR 99.31)

Unless the annual parent/guardian notification issued pursuant to Education Code 48980 includes a statement that the district may disclose students' personally identifiable information to officials of another school, school system, or postsecondary institution where the student seeks or intends to enroll, the Superintendent or designee shall, when such a disclosure is made, make a reasonable attempt to notify the parent/guardian or adult student at the last known address, provide a copy of the record that is disclosed, and give the parent/guardian or adult student an opportunity for a hearing to challenge the record. (34 CFR 99.34)

(cf. 5145.6 - Parental Notifications)

- f. The Student Aid Commission, to provide the grade point average (GPA) of all district students in grade 12 and, when required, verification of high school graduation or its equivalent of all students who graduated in the prior academic year, for use in the Cal Grant postsecondary financial aid program. However, such information shall not be submitted when students opt out or are permitted by the rules of the Student Aid Commission to provide test scores in lieu of the GPA. (Education Code 69432.9, 69432.92)

No later than January 1 each year, the Superintendent or designee shall notify each student in grade 11, and the student's parents/guardians if the

student is under age 18 years, that the student's GPA will be forwarded to the Student Aid Commission by October 1 unless the student opts out within a period of time specified in the notice, which shall not be less than 30 days. (Education Code 69432.9)

(cf. 5121 - Grades/Evaluation of Student Achievement)

Students' social security numbers shall not be included in the submitted information unless the Student Aid Commission deems it necessary to complete the financial aid application and the Superintendent or designee obtains permission from the student's parent/guardian, or from the adult student, to submit the social security number. (Education Code 69432.9)

- g. Federal, state, and local officials, as needed for an audit or evaluation of, or compliance with, a state or federally funded education program and in accordance with a written agreement developed pursuant to 34 CFR 99.35 (Education Code 49076; 34 CFR 99.3, 99.31, 99.35)
- h. Any county placing agency acting as an authorized representative of a state or local educational agency which is required to audit or evaluate a state or federally supported education program pursuant to item #7 above (Education Code 49076)
- i. Any person, agency, or organization authorized in compliance with a court order or lawfully issued subpoena (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

Unless otherwise instructed by the court, the Superintendent or designee shall, prior to disclosing a record pursuant to a court order or subpoena, give the parent/guardian or adult student at least three days' notice of the name of the requesting agency and the specific record requested, if lawfully possible within the requirements of the judicial order. (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

- j. Any district attorney who is participating in or conducting a truancy mediation program or participating in the presentation of evidence in a truancy petition (Education Code 49076)

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5113.12 - District School Attendance Review Board)

- k. A district attorney's office for consideration against a parent/guardian for

failure to comply with compulsory education laws (Education Code 49076)

(cf. 5113.12 - District School Attendance Review Board)

- I. Any probation officer, district attorney, or counsel of record for a student who is a minor for the purposes of conducting a criminal investigation or an investigation in regards to declaring the minor a ward of the court or involving a violation of a condition of probation, subject to evidentiary rules specified in Welfare and Institutions Code 701 (Education Code 49076)

When disclosing records for these purposes, the Superintendent or designee shall obtain written certification from the recipient of the records that the information will not be disclosed to another party without prior written consent of the student's parent/guardian or the holder of the student's educational rights, unless specifically authorized by state or federal law. (Education Code 49076)

- m. Any judge or probation officer for the purpose of conducting a truancy mediation program for a student or for the purpose of presenting evidence in a truancy petition pursuant to Welfare and Institutions Code 681 (Education Code 49076)

In such cases, the judge or probation officer shall certify in writing to the Superintendent or designee that the information will be used only for truancy purposes. Upon releasing student information to a judge or probation officer, the Superintendent or designee shall inform, or provide written notification to, the student's parent/guardian within 24 hours. (Education Code 49076)

- n. A foster family agency with jurisdiction over a currently enrolled or former student; short-term residential treatment program staff responsible for the education or case management of a student; or a caregiver who has direct responsibility for the care of a student, including a certified or licensed foster parent, an approved relative or non-related extended family member, or a resource family, as defined (Education Code 49076)

Such individuals shall have access to the student's current or most recent records of grades, transcripts, attendance, discipline, online communication on platforms established by schools for students and parents/guardians, and any individualized education program or Section 504 plan developed and maintained by the district (Education Code 49069.3)

(cf. 6173.1 - Education for Foster Youth)

- o. A student age 14 years or older who is both a homeless student and an unaccompanied minor as defined in 42 USC 11434a (Education Code 49076)

(cf. 6173 - Education for Homeless Children)

- p. An individual who completes items #1-4 of the caregiver's authorization affidavit pursuant to Family Code 6552 and signs the affidavit for the purpose of enrolling a minor in school (Education Code 49076)

(cf. 5021 - Noncustodial Parents)

- q. A caseworker or other representative of a state or local child welfare agency or tribal organization that has legal responsibility in accordance with state or tribal law for the care and protection of a student, provided that the individual is authorized by the agency or organization to receive the records and the information requested is directly related to providing assistance to address the student's educational needs (Education Code 49076; 20 USC 1232(g))
- r. Appropriate law enforcement authorities, in circumstances where Education Code 48902 requires that the district provide special education and disciplinary records of a student with disabilities who is suspended or expelled for committing an act violating Penal Code 245 (Education Code 48902, 49076)

When disclosing such records, the Superintendent or designee shall obtain written certification by the recipient of the records as described in item #12 above. (Education Code 49076)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

- s. Designated peace officers or law enforcement agencies in cases where the district is authorized by law to assist law enforcement in investigations of suspected criminal conduct or kidnapping and a written parental consent, lawfully issued subpoena, or court order is submitted to the district, or information is provided to it indicating that an emergency exists in which the student's information is necessary to protect the health or safety of the student or other individuals (Education Code 49076.5)

In such cases, the Superintendent or designee shall provide information about the identity and location of the student as it relates to the transfer of

that student's records to another public school district in California or any other state or to a California private school. (Education Code 49076.5)

When disclosing records for the above purposes, the Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

Any person, agency, or organization granted access is prohibited from releasing information to another person, agency, or organization without written permission from the parent/guardian or adult student unless specifically allowed by state law or the federal Family Educational Rights and Privacy Act. (Education Code 49076)

In addition, the parent/guardian or adult student may provide written consent for access to be granted to persons, agencies, or organizations not afforded access rights by law. The written consent shall specify the records to be released and the party or parties to whom they may be released. (Education Code 49061, 49075)

Only a parent/guardian having legal custody of the student may consent to the release of records to others. Either parent/guardian may grant consent if both parents/guardians notify the district, in writing, that such an agreement has been made. (Education Code 49061)

Discretionary Access

At the discretion of the Superintendent or designee, information may be released from a student's records to the following:

- a. Appropriate persons, including parents/guardians of a student, in an emergency if the health and safety of the student or other persons are at stake (Education Code 49076; 34 CFR 99.31, 99.32, 99.36)

When releasing information to any such appropriate person, the Superintendent or designee shall record information about the threat to the health or safety of the student or any other person that formed the basis for the disclosure and the person(s) to whom the disclosure was made. (Education Code 49076; 34 CFR 99.32)

- Unless it would further endanger the health or safety of the student or other persons, the Superintendent or designee shall inform the parent/guardian or adult student within one week of the disclosure that the disclosure was made, of the articulable and significant threat to the health or safety of the student or other individuals that formed the basis for the disclosure, and of the parties to whom the disclosure was made.
- b. Accrediting associations in order to carry out their accrediting functions (Education Code 49076; 34 CFR 99.31)
 - c. Under the conditions specified in Education Code 49076 and 34 CFR 99.31, organizations conducting studies on behalf of educational institutions or agencies for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction, provided that: (Education Code 49076; 34 CFR 99.31)
 - i. The study is conducted in a manner that does not permit personal identification of students or parents/guardians by individuals other than representatives of the organization who have legitimate interests in the information.
 - ii. The information is destroyed when no longer needed for the purposes for which the study is conducted.
 - iii. The district enters into a written agreement with the organization that complies with 34 CFR 99.31.
 - d. Officials and employees of private schools or school systems where the student is enrolled or intends to enroll, subject to the rights of parents/guardians as provided in Education Code 49068 and in compliance with 34 CFR 99.34 (Education Code 49076; 34 CFR 99.31, 99.34)
 - e. Local health departments operating countywide or regional immunization information and reminder systems and the California Department of Public Health, unless the parent/guardian has requested that no disclosures of this type be made (Health and Safety Code 120440)
- (cf. 5141.31 - Immunizations)
- f. Contractors and consultants having a legitimate educational interest based on services or functions which have been outsourced to them through a formal written agreement or contract with the district, excluding volunteers or other parties (Education Code 49076)

(cf. 3600 - Consultants)

- g. Agencies or organizations in connection with the student's application for or receipt of financial aid, provided that information permitting the personal identification of a student or the student's parents/guardians for these purposes is disclosed only as may be necessary to determine the eligibility of the student for financial aid, determine the amount of financial aid, determine the conditions which will be imposed regarding the financial aid, or enforce the terms or conditions of the financial aid (Education Code 49076; 34 CFR 99.31)
- h. County elections officials for the purpose of identifying students eligible to register to vote or offering such students an opportunity to register, subject to the limits set by 34 CFR 99.37 and under the condition that any information provided on this basis shall not be used for any other purpose or transferred to any other person or agency (Education Code 49076; 34 CFR 99.37)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

When disclosing records for the above purposes, the Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

Any person, agency, or organization granted access is prohibited from releasing information to another person, agency, or organization without written permission from the parent/guardian or adult student unless specifically allowed by state law or the federal Family Educational Rights and Privacy Act. (Education Code 49076)

De-identification of Records

When authorized by law for any program audit, educational research, or other purpose, the Superintendent or designee may release information from a student record without prior consent of the parent/guardian or adult student after the removal of all personally identifiable information. Prior to releasing such information, the Superintendent or designee shall make a reasonable determination that the student's identity is not personally identifiable, whether through single or multiple releases and taking into account other reasonably available information. (Education Code 49074, 49076; 20 USC 1232g; 34 CFR 99.31)

Procedures for Access

Student records shall be maintained in a central file at the school attended by the student or, when records are maintained in different locations, a notation shall be placed in the central file indicating where other records may be found.

Parents/guardians and adult students shall be notified of the location of student records if not centrally located. (Education Code 49069; 5 CCR 433)

The custodian of records shall be responsible for the security of student records and shall assure that access is limited to authorized persons. (5 CCR 433)

The custodian of records shall develop reasonable methods, including physical, technological, and administrative policy controls, to ensure that school officials and employees obtain access to only those student records in which they have legitimate educational interests. (34 CFR 99.31)

To inspect, review, or obtain copies of student records, authorized persons shall submit a request to the custodian of records. ~~Authorized persons, organizations, or agencies from outside the school whose access requires consent from the parent/guardian or adult student shall submit their request, together with any required authorization, to the Superintendent or designee or the custodian of records.~~ Prior to granting the request, the custodian of records shall authenticate the individual's identity. For any individual granted access based on a legitimate educational interest, the request shall specify the interest involved.

When required by law, the parent/guardian or an adult student shall provide a written, signed, and dated ~~written~~ consent before the district discloses the student record. ~~Such consent may be given through electronic means in those cases where it can be authenticated.~~ The district's consent form shall specify the records that may be disclosed, state the purpose of the disclosure, and identify the party or class of parties to whom the disclosure may be made. Upon request by the parent/guardian or adult student, the district shall provide ~~him/her~~ a copy of the records disclosed. (34 CFR 99.30)

~~If the parent/guardian or adult student refuses to provide written consent for the release of student information, the Superintendent or designee shall not release the information, unless it is otherwise subject to release based on a court order or a lawful subpoena.~~

Within five business days following the date of request, ~~an~~ the authorized person shall be granted access to inspect, review, and obtain copies of student records during regular school hours. (Education Code 49069)

Qualified certificated personnel shall be available to interpret records when requested. (Education Code 49069)

The custodian of records or the Superintendent or designee shall prevent the alteration, damage, or loss of records during inspection. (5 CCR 435)

Access Log

A log shall be maintained for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the records and the legitimate educational interest of the requester. (Education Code 49064)

In every instance of inspection by persons who do not have assigned educational responsibility, the ~~school~~ custodian of records shall make an entry in the log indicating the record inspected, the name of the person granted access, the reason access was granted, and the time and circumstances of inspection. (5 CCR 435)

The custodian of records shall also make an entry in the log regarding any request for record(s) that was denied and the reason for the denial.

The log ~~does not need to record~~ shall include requests for access to records by:

1. Parents/guardians or adult students.
2. Students 16 years of age or older or who have completed the 10th grade.
3. Parties obtaining district-approved directory information.
4. Parties who provide written parental consent, in which case the consent notice shall be filed with the record pursuant to Education Code 490755.
5. School officials or employees who have a legitimate educational interest.
6. Law enforcement personnel seeking to enforce immigration laws.

The log shall be ~~accessible open to inspection only to~~ by the parent/guardian, adult student, dependent adult student, ~~student age 16 years or older or who has completed the 10th grade~~, custodian of records, and certain state/federal officials specified in Education Code 49064. (Education Code 49604; 5 CCR 432)

Duplication of Student Records

To provide copies of any student record, the district may charge a reasonable fee not to exceed the actual cost of ~~furnishing~~ providing the copies. No charge shall be made for providing up to two transcripts or up to two verifications of various records for any former student. No charge shall be made to locate or retrieve any student record. (Education Code 49065)

(cf. 3260 - Fees and Charges)

~~The Superintendent or designee shall set a fee and update the amount periodically if actual costs change.~~

Changes to Student Records

No additions ~~except routine updating or changes~~ shall be made to a student's record after high school graduation or permanent departure, ~~other than routine updating, unless required by law or without~~ prior consent of the parent/guardian or adult student. (Education Code 49062.5, 49070; 5 CCR 437)

Only a parent/guardian having legal custody of the student or an adult student ~~who is 18 years of age or is attending an institution of postsecondary education~~ may challenge the content of a record or offer a written response to a record. (Education Code 49061)

(cf. 5125.3 - Challenging Student Records)

When a former student submits a state-issued driver's license, birth certificate, passport, social security card, court order, or other government-issued documentation demonstrating that the former student's legal name and/or gender has changed, the district shall update the former student's records to reflect the updated legal name and/or gender. Upon request by the former student, the district shall reissue any documents conferred upon the former student, including, but not limited to, a transcript, a high school diploma, a high school equivalency certificate, or other similar documents. The district is not required to modify records that the former student has not requested for modification or reissuance. (Education Code 49062.5)

If the former student's name or gender is changed and the requested records are reissued, a new document shall be added to the former student's file that includes all of the following information: (Education Code 49062.5)

1. The date of the request
2. The date the requested records were reissued to the former student
3. A list of the records that were requested by and reissued to the former student
4. The type of documentation, if any, provided by the former student to demonstrate a legal change to the student's name and/or gender
5. The name of the employee who completed the request
6. The current and former names and/or genders of the student

Any former student who submits a request to change the legal name or gender on the student's records but is unable to provide any government-issued documentation demonstrating the legal name or gender change, may request a name or gender change through the process described in Education Code 49070 and AR 5125.3 - Challenging Student Records.

Retention and Destruction of Student Records

All anecdotal information and assessment reports maintained as student records shall be dated and signed by the individual who originated the data. (5 CCR 431)

The following mandatory permanent student records shall be kept indefinitely:
(5CCR 432, 437)

1. Legal name of student.
2. Date and place of birth and method of verifying birth date.
3. Sex of student.
4. Name and address of parent/guardian of minor student.
 - a. Address of minor student if different from the above.
 - b. Annual verification of parent/guardian's name and address and student's residence.

(cf. 5111.1 - District Residency)

5. Entrance and departure date of each school year and for any summer session or other extra session.

6. Subjects taken during each year, half-year, summer session, or quarter, and marks or credits given towards graduation.

(cf. 5121 - Grades/Evaluation of Student Achievement)

7. Verification of or exemption from required immunizations.

(cf. 5141.31 - Immunizations)

8. Date of high school graduation or equivalent.

Mandatory interim student records, unless forwarded to another district, shall be maintained subject to destruction during the third school year after the school year in which they originated, following a determination that their usefulness has ceased or the student has left the district. These records include: (Education Code 48918, 51747; 5 CCR 432, 437, 16027)

1. Expulsion orders and the causes therefore.

(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process for Students with Disabilities)

2. A log identifying persons or **agencies organizations** who request or receive information from the student record.
3. Health information, including verification or waiver of the health screening for school entry.

(cf. 5141.32 - Health Screening for School Entry)

4. Information on participation in special education programs, including required tests, case studies, authorizations, and **evidence of actions necessary to establish** eligibility for admission or discharge.

(cf. 6159 - Individualized Education Program)
(cf. 6164.4 - Identification of Individuals for Special Education)

5. Language training records.
6. Progress slips/notices required by Education Code 49066 and 49067.
7. Parental restrictions/stipulations regarding access to directory information.
8. Parent/guardian or adult student rejoinders to challenged records and to disciplinary action.
9. Parent/guardian authorization or **denial prohibition** of student participation in specific programs.
10. Results of standardized tests administered within the past three years

(cf. 6162.51 - State Academic Achievement Tests)

11. Written findings resulting from an evaluation conducted **after a specified number of missed assignments** to determine whether it is in a student's best interest to remain in independent study.

(cf. 6158 - Independent Study)

Permitted student records may be destroyed six months after the student completes or withdraws from the educational program **and their usefulness ceases**, including: (5 CCR432, 437)

1. Objective counselor/teacher ratings.
2. Standardized test results older than three years.
3. Routine disciplinary data.

(cf. 5144 - Discipline)

4. Verified reports of relevant behavioral patterns.
5. All disciplinary notices.
6. Supplementary attendance records.

Records shall be destroyed in a way that assures they will not be available to possible public inspection in the process of destruction. (5 CCR 437)

Transfer of Student Records

~~If~~ **When** a student transfers into this district from any other school district or a private school, the Superintendent or designee shall inform the parent/guardian of ~~his/her~~ rights regarding student records, including ~~the a~~ a parent/guardian's right to review, challenge, and receive a copy of student records. (Education Code 49068; 5 CCR 438)

When a student transfers into this district from another **district**, the Superintendent or designee shall request that the student's previous district provide any records, either maintained by that district in the ordinary course of business or received from a law enforcement agency, regarding acts committed by the transferring student that resulted in ~~his/her~~ **the student's** suspension or expulsion.

(cf. 5119 - Students Expelled from Other Districts)

When a student transfers from this district to another school district or to a private school, the Superintendent or designee shall forward a copy of the student's mandatory permanent record **within 10 school days of the district's receipt of the request for the student's records.** ~~as requested by the other district or private school.~~ The original record or a copy shall be retained permanently by this district. If the transfer is to another California public school, the student's entire mandatory interim record shall **also** be forwarded. If the transfer is out of state or to a private school, the mandatory interim record may be forwarded. Permitted student records may be forwarded to any other district or private school. (Education Code 48918, 49068; 5 CCR 438)

Upon receiving a request from a county placing agency to transfer a student in foster care out of a district school, the Superintendent or designee shall transfer the student's records to the next educational placement within two business days.

(Education Code 49069.5)

All student records shall be updated before they are transferred. (5 CCR 438)

Student records shall not be withheld from the requesting district because of any charges or fees owed by the student or parent/guardian. (5 CCR 438)

If the district is withholding grades, diploma, or transcripts from the student because of ~~his/her~~ damage or loss of school property, this information shall be sent to the requesting district along with the student's records.

(cf. 5125.2 - Withholding Grades, Diploma, or Transcript)

Notification of Parents/Guardians

Upon students' initial enrollment, and at the beginning of each year thereafter, the Superintendent or designee shall notify parents/guardians and eligible students, in writing, of their rights related to student records. ~~If 15 percent or more of the students enrolled in the district speak a single primary language other than English, then the district shall provide these notices in that language. Otherwise, insofar as practicable,~~ the district shall provide these notices in the student's home language ~~insofar as practicable.~~ The district ~~and~~ shall effectively notify parents/guardians or eligible students ~~who are disabled~~ with disabilities. (Education Code 49063, 48985; 34 CFR 99.7)

(cf. 5145.6 - Parental Notifications)

The notice shall include: (Education Code 49063; 34 CFR 99.7, 99.34)

1. The types of student records kept by the district and the information contained therein.
2. The title(s) of the official(s) responsible for maintaining each type of record.
3. The location of the log identifying those who request information from the records.
4. District criteria for defining "school officials and employees" and for determining "legitimate educational interest".
5. District policies for reviewing and expunging student records.
6. The right to inspect and review student records, and the procedures for doing so.
7. The right to challenge and the procedures for challenging the content of a

student record that the parent/guardian or student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights.

(cf. 5125.3 - Challenging Student Records)

8. The cost, if any, charged for duplicating copies of records.
9. The categories of information defined as directory information pursuant to Education Code 49073.
10. The right to consent to disclosures of personally identifiable information contained in the student's records except when disclosure without consent is authorized by law.
11. ~~The~~ Availability of the curriculum prospectus developed pursuant to Education Code 49091.14 containing the titles, descriptions, and instructional aims of every course offered by the school.

(cf. 5020 - Parents Rights and Responsibilities)

12. Any other rights and requirements set forth in Education Code 49060-~~49078-49085~~, and the right of parents/guardians to file a complaint with the United States Department of ~~Health, Education, and Welfare~~ concerning an alleged failure by the district to comply with 20 USC 1232g.
13. A statement that the district forwards education records to other agencies or institutions that ~~have requested~~ the records and in which the student seeks or intends to enroll ~~or is already enrolled as long as the disclosure is for purposes related to the student's enrollment.~~

In addition, the annual parental notification shall include a statement that a student's citizenship status, immigration status, place of birth, or any other information indicating national origin will not be released without parental consent or a court order.

Student Records from Social Media

For the purpose of gathering and maintaining records of students' social media activity, the Superintendent or designee shall: (Education Code 49073.6)

1. Gather or maintain only information that pertains directly to school safety or student safety
2. Provide a student with access to any information that the district obtained from the student's social media activity and an opportunity to correct or delete such information

3. Destroy information gathered from social media and maintained in student records within one year after a student turns 18 years of age or within one year after the student is no longer enrolled in the district, whichever occurs first
4. Notify each parent/guardian that the student's information is being gathered from social media and that any information maintained in the student's records shall be destroyed as provided in item #3 above. The notification shall also include, but is not limited to, an explanation of the process by which a student or the student's parent/guardian may access the student's records for examination of the information gathered or maintained and the process by which removal of the information may be requested or corrections to the information may be made. The notification may be provided as part of the annual parental notification required pursuant to Education Code 48980.
5. If the district contracts with a third party to gather information on a student from social media, ensure that the contract:
 - a. Prohibits the third party from using the information for purposes other than those specified in the contract or from selling or sharing the information with any person or entity other than the district, the student, or the student's parent/guardian
 - b. Requires the third party to destroy the information immediately upon satisfying the terms of the contract, or when the district notifies the third party that the student has turned 18 years of age or is no longer enrolled in the district, whichever occurs first

~~Prior to disclosing a record pursuant to a court order, the Superintendent or designee shall, unless otherwise instructed by the order, give the parent/guardian or adult student at least three days' notice of the name of the requesting agency and the specific record requested if lawfully possible within the requirements of the judicial order.—~~

~~When the district discloses personally identifiable information to officials of another school, school system, or postsecondary institution where the student seeks or intends to enroll, the Superintendent or designee shall make a reasonable attempt to notify the parent/guardian or adult student at his/her last known address, provide a copy of the record that was disclosed, and give him/her an opportunity for a hearing to challenge the record.—~~

~~Upon releasing student information to a judge or probation officer for the purpose of conducting a truancy mediation program or presenting evidence in a truancy petition, the Superintendent or designee shall inform, or provide written notification to the student's parent/guardian within 24 hours.—~~

Persons Granted Access to Student Records Without Prior Written Consent

~~Persons, agencies, or organizations specifically granted access rights pursuant to law shall have access without prior written parental consent or judicial order. In addition, parental consent is not required when information is shared with other persons within educational institutions, agencies, or organizations obtaining access, as long as those persons have a legitimate educational interest in the information.~~

~~The following persons or agencies shall have absolute access to any and all student records in accordance with law:—~~

- ~~1. Parents/guardians of students younger than age 18. Access to student records and information shall not be denied to a parent because he/she is not the child's custodial parent, unless court restrictions state otherwise.—~~
- ~~2. An adult student age 18 or older or a student under the age of 18 who attends a postsecondary institution, in which case the student alone shall exercise rights related to his/her student records and grant consent for the release of records.—~~
- ~~3. Any person, agency, or organization authorized in compliance with a court order or lawfully issued subpoena.—~~

~~In addition, the following persons or agencies shall have access to those particular records that are relevant to the legitimate educational interest of the requester:—~~

- ~~1. Parents/guardians of a dependent student age 18 or older.—~~
- ~~2. Students age 16 or older or who have completed the 10th grade.—~~
- ~~3. School officials and district employees.—~~
- ~~4. Members of a school attendance review board and any volunteer aide age 18 or older who has been investigated, selected, and trained by such a board to provide follow-up services to a referred student.—~~
- ~~5. Officials and employees of other public schools or school systems where the student intends or is directed to enroll, including local, county, or state correctional facilities where educational programs leading to high school graduation are provided.—~~
- ~~6. Federal, state, and local officials, as needed for program audits or compliance with law.—~~
- ~~7. Any district attorney who is participating in or conducting a truancy mediation.—~~

~~program or participating in the presentation of evidence in a truancy petition.—~~

~~8. A prosecuting agency for consideration against a parent/guardian for failure to comply with compulsory education laws.—~~

~~9. Any probation officer or district attorney for the purposes of conducting a criminal investigation or an investigation in regards to declaring a person a ward of the court or involving a violation of a condition of probation.—~~

~~10. Any judge or probation officer for the purpose of conducting a truancy mediation program for a student, or for purposes of presenting evidence in a truancy petition pursuant to Welfare and Institutions Code 681.—~~

~~11. Any county placing agency for the purpose of fulfilling educational case management responsibilities required by the juvenile court or by law pursuant to Welfare and Institutions Code 16010 and to assist with the school transfer or enrollment of a student.—~~

~~Foster family agencies with jurisdiction over currently enrolled or former students may access those students' records of grades and transcripts, and any individualized education program (IEP) developed and maintained by the district with respect to such students.—~~

~~When authorized by law to assist law enforcement in investigations of suspected kidnapping, the Superintendent or designee shall provide information about the identity and location of the student as it relates to the transfer of that student's records to any public school district or California private school. The information shall be released only to designated peace officers, federal criminal investigators, and federal law enforcement officers whose names have been submitted in writing by their law enforcement agency in accordance with the procedures specified in Education Code 49076.5.—~~

~~The Superintendent or designee may release information from student records to the following:—~~

~~1. Appropriate persons in an emergency if the health and safety of a student or other persons are at stake.—~~

~~2. Accrediting associations.—~~

~~3. Under the conditions specified in Education Code 49076, organizations conducting studies on behalf of educational institutions or agencies for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction.—~~

~~4. Officials and employees of private schools or school systems where the student is enrolled or intends to enroll.—~~

~~5. Agencies or organizations in connection with a student's application for or receipt of financial aid.—~~

~~However, information permitting the personal identification of a student or his/her parents/guardians for these purposes may be disclosed only as may be necessary to determine the eligibility of the student for financial aid, to determine the amount of financial aid, to determine the conditions which will be imposed regarding the financial aid, or to enforce the terms or conditions of the financial aid.—~~

~~6. County elections officials for the purpose of identifying students eligible to register to vote and offering such students an opportunity to register.—~~

Access to Student Records with Prior Written Consent

~~Persons, agencies, or organizations not afforded access rights pursuant to law may be granted access only through written permission of the parent/guardian or adult student, or by judicial order.—~~

~~Only a parent/guardian having legal custody of the student may consent to the release of records to others. Either parent may grant consent if both parents notify the district, in writing, that such an agreement has been made.—~~

~~Any person or agency granted access is prohibited from releasing information to another person or agency without written permission from the parent/guardian or adult student.—~~

Revised: April __, 2022

Adopted: August 27, 2008

(Replaces: AR 5125 Protection and Privacy of Pupil Records)

(Adopted: May 1978)

Agenda Item Details

Meeting Date: 2022-04-27 18:30:00

AGENDA ITEM TITLE:

18. 21/22-5089- BOARD POLICY 5141.4, *CHILD ABUSE*, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION

RECOMMENDATION

The Board of Education is requested to adopt Board Policy 5141.4, *Child Abuse*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

Rationale:

As part of the Board of Education's commitment to review and update all MUSD Board Policies and Administrative Regulations, Student Support Services has conducted its annual review of Board Policies and Administrative Regulations and is presenting these policies for review. At the April 13th BOE meeting, the Board received the attached policy for first reading. With no further edits received from the Board of Education, this policy is being presented for adoption.

Background:

School districts receive regular policy updates from the California School Boards Association (CSBA) which are compared to existing policies to determine the extent of modification that is needed. This policy contains revisions as recommended by CSBA for Board Policies and Administrative Regulations 5141.4, *Child Abuse*. The policy update has been reviewed by the appropriate instructional stakeholders prior to presenting them for Board approval.

ATTACHMENTS

- [5141.4 AR Child Abuse.pdf](#)
- [5141.4 BP Child Abuse.pdf](#)

CHILD ABUSE PREVENTION AND REPORTING

Definitions

Child abuse or neglect includes the following: (Penal Code 11165.5, 11165.6)

1. A physical injury or death inflicted by other than accidental means on a child by another person.
2. Sexual abuse of a child, including sexual assault or sexual exploitation, as defined in Penal Code 11165.1.
3. Neglect of a child as defined in Penal Code 11165.2.
4. Willful harming or injuring of a child or the endangering of the person or health of a child as defined in Penal Code 11165.3.
5. Unlawful corporal punishment or injury as defined in Penal Code 11165.4.

Child abuse or neglect does not include:

1. A mutual affray between minors. (Penal Code 11165.6)
2. An injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of ~~his/her~~ employment.
3. An injury resulting from the exercise by a teacher, vice principal, principal, or other certificated employee of the same degree of physical control over a student that a parent/guardian would be **legally** privileged to exercise, not exceeding the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of students, or maintain proper and appropriate conditions conducive to learning (Education Code 44807)
4. An injury caused by a school employee's use of force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property, ~~to protect himself/herself for purposes of self-defense~~, or to obtain weapons or other dangerous objects within the control of the student (Education Code 49001)
5. Physical pain or discomfort caused by athletic competition or other such recreational activity voluntarily engaged in by the student (Education Code 49001)

6. Homelessness or classification as an unaccompanied minor (Penal Code 11165.15)

Mandated reporters include, but are not limited to, teachers; instructional aides; teacher's aides or assistants; classified employees; certificated pupil personnel employees; administrative officers or supervisors of child attendance; **athletic coaches, administrators, and directors: licensees**, administrators and employees of a licensed day care facility; Head Start **program** teachers; district police or security officers; licensed nurses or health care providers; and administrators, presenters, **or and** counselors of a child abuse prevention program. (Penal Code 11165.7)

Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on **his/her the person's** training and experience, to suspect child abuse or neglect. **However, reasonable suspicion does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect.** (Penal Code 11166)

Reportable Offenses

When acting in a professional capacity or within the scope of their employment, having knowledge of or having observed a child whom the mandated reporter reasonably suspects has been the victim of child abuse or neglect, they shall make a report using the procedures provided below. (Penal Code 11166)

A mandated reporter shall make a report using the procedures provided below whenever, in his/her professional capacity or within the scope of his/her employment, he/she has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect.

Any mandated reporter who has knowledge of or who reasonably suspects that a child is suffering serious emotional damage or is at a substantial risk of suffering serious emotional damage, based on evidence of severe anxiety, depression, withdrawal, or untoward aggressive behavior toward self or others, may make a report to the appropriate agency. (Penal Code 11165.9, 11166.05, 11167)

Any ~~person shall notify a peace officer if he/she~~ **district employee who** reasonably believes ~~that he/she has to have~~ observed the commission of a murder, rape, or lewd or lascivious act by use of force, violence, duress, menace, or fear of immediate and unlawful bodily injury, ~~where the~~ **against a** victim **who** is a child under age 14 **shall notify a peace officer.** (Penal Code 152.3, 288)

Responsibility for Reporting

The reporting duties of mandated reporters are individual and cannot be delegated

to another person. (Penal Code 11166)

When two or more mandated reporters jointly have knowledge of a known or suspected instance of child abuse or neglect, the report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report. (Penal Code 11166)

No supervisor or administrator shall impede or inhibit a mandated reporter from making a report. (Penal Code 11166)

Any person not identified as a mandated reporter who has knowledge of or observes a child whom ~~he/she~~ the person knows or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to the appropriate agency. (Penal Code 11166)

Reporting Procedures

1. Initial Telephone Report

Immediately or as soon as practicably ~~as possible~~ after knowing or observing suspected child abuse or neglect, a mandated reporter shall make an initial report by telephone to any police department (excluding a school district police/security department), sheriff's department, county probation department if designated by the county to receive such reports, or county welfare department. (Penal Code 11165.9, 11166)

Such reports shall be made to the following agencies:

Los Angeles County Department of Children and Family Services
1933 S. Broadway, 5th floor
Los Angeles, CA 90007
(800) 540-4000

Monrovia Police Department
415 South Ivy Ave.
Monrovia, CA 91016
(626)932-5550

When the initial telephone report is made, the mandated reporter shall note the name of the official contacted, the date and time contacted, and any instructions or advice received.

2. Written Report

Within 36 hours of ~~receiving~~ **knowing or observing** the information concerning the incident, the mandated reporter shall then prepare, and either send, fax, or electronically ~~submit~~ **transmit** to the appropriate agency, a written follow-up report, which includes a completed Department of Justice (DOJ) form (~~SSBCIA~~ **8572**). **Penal Code 11166, 11168)**

~~Mandated reporters may obtain copies of t~~The ~~Department of Justice~~ **DOJ form may be obtained from either the district office or other appropriate agency-ies, such as the police department, sheriff's department, or county probation or welfare department.**

Reports of suspected child abuse or neglect shall include, if known: **(Penal Code 11167)**

- a. The name, business address, and telephone number of the person making the report and the capacity that makes the person a mandated reporter
- b. The child's name and address, present location and, where applicable, school, grade, and class
- c. The names, addresses, and telephone numbers of the child's parents/guardians
- d. The information that gave rise to the reasonable suspicion of child abuse or neglect and the source(s) of that information
- e. The name, address, telephone number, and other relevant personal information about the person(s) who might have abused or neglected the child

The mandated reporter shall make a report even if some of this information is not known or is uncertain to ~~him/her~~ **them**. **(Penal Code 11167)**

~~The mandated reporter may give to an investigator from an agency investigating the case, including a licensing agency, any information relevant to an incident of child abuse or neglect or to a report made for serious emotional damage pursuant to Penal Code 11166.05. (Penal Code 11167)~~

~~Information relevant to the incident of child abuse or neglect may also be given to an investigator from an agency that is investigating the case.~~

3. Internal Reporting

The mandated reporter shall not be required to disclose ~~his/her~~ **their** identity to a **supervisor, the principal, or the Superintendent or designee.**

However, employees reporting child abuse or neglect to an appropriate agency are encouraged, but not required, to notify the principal as soon as possible after the initial telephone report to the appropriate agency. When so notified, the principal shall inform the Superintendent or designee.

The principal so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law, Board policy, and administrative regulation. At the mandated reporter's request, the principal may assist in completing and filing the necessary forms.

Reporting the information to an employer, supervisor, principal, school counselor, co-worker, or other person shall not be a substitute for making a mandated report to the appropriate agency. (Penal Code 11166)

Training

Within the first six weeks of each school year, or within the first six weeks of employment if hired during the school year, the Superintendent or designee shall provide training on mandated reporting requirements to district employees and persons working on their behalf who are mandated reporters. (Education Code 44691; Penal Code 11165.7)

~~The training of mandated reporters shall include, but not necessarily be limited to, training in identification and mandated reporting of child abuse and neglect. In addition, the training shall also include information that failure to report an incident of known or reasonably suspected child abuse or neglect as required by law is a misdemeanor punishable by imprisonment and/or a fine as specified. (Education Code 44691; Penal Code 11165.7) guidance in the appropriate discipline of students, physical contact with students, and maintenance of ethical relationships with students to avoid actions that may be misinterpreted as child abuse.~~

~~The Superintendent or designee shall obtain and retain proof of each mandated reporter's completion of the training. (Education Code 44691)~~

~~In addition, at least once every three years, school personnel may receive training in the prevention of child abuse, including sexual abuse, on school grounds, by school personnel, or in school-sponsored activities and programs. (Education Code 44691)~~

Victim Interviews by Social Services

~~Whenever a representative from the California Department of Social Services or another government agency is investigating suspected child abuse or neglect that occurred within the child's home or out-of-home care facility, deems it necessary, a suspected victim the student may be interviewed by an agency representative during school hours, on the school premises, concerning a report of suspected child abuse or neglect that occurred within the child's home or out-of-home care facility. The~~

Superintendent or designee ~~child~~ shall ~~be~~ given the student the choice of being interviewed in private or in the presence of any adult school employee or volunteer aide selected by the ~~child~~ student. (Penal Code 11174.3)

A staff member or volunteer aide selected by a child may decline to be present at the interview. If the selected person accepts, the principal or designee shall inform ~~him/her~~ the person of the following requirements prior to the interview: (Penal Code 11174.3)

1. The purpose of the selected person's presence at the interview is to lend support to the child and enable ~~him/her~~ them to be as comfortable as possible.
2. The selected person shall not participate in the interview.
3. The selected person shall not discuss the facts or circumstances of the case with the child.
4. The selected person is subject to the confidentiality requirements of the Child Abuse and Neglect Reporting Act, a violation of which is punishable as specified in Penal Code 11167.5.

If a staff member agrees to be present, the interview shall be held at a time during school hours when it does not involve an expense to the school. (Penal Code 11174.3)

Release of Child to Peace Officer

When a child is released to a peace officer and taken into custody as a victim of suspected child abuse or neglect, the Superintendent or designee and/or principal shall not notify the parent/guardian, but rather shall provide the peace officer with the address and telephone number of the child's parent/guardian. (Education Code 48906)
~~It is the responsibility of the peace officer or agent to notify the parent/guardian of the situation.—~~

Parent/Guardian Complaints

Upon request, the Superintendent or designee shall provide parents/guardians with ~~procedures for reporting suspected child abuse occurring at a school site to appropriate agencies. a copy of this administrative regulation which contain procedures for reporting suspected child abuse occurring at a school site to appropriate agencies.~~ For parents/guardians whose primary language is ~~other than~~ not English, such procedures shall be in their primary language and, when communicating orally regarding those ~~guidelines and/or~~ procedures, an interpreter shall be provided.

To file a complaint against a district employee or other person suspected of child

abuse or neglect at a school site, parents/guardians may file a report by telephone, in person, or in writing with any appropriate agency identified above under "Reporting Procedures." If a parent/guardian makes a complaint about an employee to any other employee, the employee receiving the information shall notify the parent/guardian of procedures for filing a complaint with the appropriate agency. The employee **shall also file a report when** obligated to do so pursuant to Penal Code 11166 ~~to file a report himself/herself~~ using the procedures described above for mandated reporters.

In addition, if the child is enrolled in special education, a separate complaint may be filed with the California Department of Education pursuant to 5 CCR 4650.

Notifications

The Superintendent or designee shall provide all new employees who are mandated reporters a statement that informs them of their status as mandated reporters, ~~of~~ their reporting obligations under Penal Code 11166, and ~~of~~ their confidentiality rights under Penal Code 11167. The district shall also provide these new employees with a copy of Penal Code 11165.7, 11166, and 11167. (Penal Code 11165.7, 11166.5)

Before beginning employment, **any person who will be a mandated reporter by virtue of the person's position employees** shall sign a statement indicating ~~that they have~~ knowledge of the reporting obligations under Penal Code 11166 and ~~that they will~~ **comply compliance** with ~~those such~~ provisions. The signed statements shall be retained by the Superintendent or designee. (Penal Code 11166.5)

Employees who work with dependent adults shall be notified of legal responsibilities and reporting procedures pursuant to Welfare and Institutions Code 15630-15637.

The Superintendent or designee shall also notify all employees that:

1. A mandated reporter who reports a known or suspected instance of child abuse or neglect shall not be held civilly or criminally liable for making a report and this immunity shall apply even if the mandated reporter acquired the knowledge or reasonable suspicion of child abuse or neglect outside of ~~his/her~~ **their** professional capacity or outside the scope of ~~his/her~~ employment. Any other person making a report shall not incur civil or criminal liability unless it can be proven that ~~he/she~~ **the person** knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11172)
2. If a mandated reporter fails to **make a timely** report an incident of known or reasonably suspected child abuse or neglect, ~~he/she~~ **the mandated reporter** may be guilty of a crime punishable by a fine and/or imprisonment. (Penal Code 11166) ~~3.~~ No employee shall be subject to any sanction by the district for making a report **unless it can be shown that the employee knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report.** (Penal Code 11166, 11172).

Revised: April __, 2022

Revised: December 8, 2010

Adopted: August 27, 2008

(Replaces: AR 5144(a) Child Abuse)

(Adopted: July 1978)

(Replaces: AR 5145 Health Examinations and Immunizations)

(Adopted: October 1978)

CHILD ABUSE PREVENTION AND REPORTING

Child Abuse Prevention

The Governing Board is committed to supporting the safety and well-being of district students and desires to facilitate the prevention of and response to child abuse and neglect. The Superintendent or designee shall develop and implement strategies for preventing, recognizing, and promptly reporting known or suspected child abuse and neglect. ~~recognizes the district's responsibility to educate students about the dangers of child abuse so that they will acquire the skills and techniques needed to identify unsafe situations and to react appropriately and promptly.~~

The Superintendent or designee may provide a student who is a victim of abuse with school-based mental health services or other support services and/or may refer the student to resources available within the community as needed.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 6164.2 - Guidance/ Counseling Services)

Child Abuse Prevention

The district's instructional program ~~shall include~~ may provide age-appropriate and culturally sensitive child abuse prevention curriculum. ~~This curriculum shall which explains students' right to live free of abuse, includes instruction in the skills and techniques needed to identify unsafe situations and react appropriately and promptly, informs them students of available support resources, and teaches them students how to obtain help and disclose incidents of abuse. The curriculum also shall include training in self protection techniques.~~

(cf. 6142.8 - Comprehensive Health Education)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.3 - Nondiscrimination/Harassment)

The district's program also may include age-appropriate curriculum in sexual abuse and sexual assault awareness and prevention. Upon written request of a student's parent/guardian, the student shall be excused from taking such instruction. (Education Code 51900.6)

The Superintendent or designee may display posters, in areas on campus where students frequently congregate, notifying students of the appropriate telephone number to call to report child abuse or neglect. (Education Code 33133.5)

In addition, student identification cards for students in grades 7-12 shall include the

national Domestic Violence Hotline telephone number. (Education Code 215.5)

The Superintendent or designee shall, ~~to the extent feasible,~~ seek to incorporate community resources into the district's child abuse prevention programs. ~~To the extent feasible, the Superintendent or designee shall~~ and may use these ~~community~~ resources to provide parents/guardians with instruction in parenting skills and child abuse prevention.

Child Abuse Reporting

~~The Board recognizes that child abuse has severe consequences and that the district has a responsibility to protect students by facilitating the prompt reporting of known and suspected incidents of child abuse.~~ The Superintendent or designee shall establish procedures for the identification and reporting of such incidents in accordance with law.

Procedures for reporting child abuse shall be included in the district and/or school comprehensive safety plan. (Education Code 32282)

(cf. 0450 - Comprehensive Safety Plan)
(cf. 5142 - Safety)

~~District E~~employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect. ~~Mandated reporters shall not investigate any suspected incidents but rather shall cooperate with agencies responsible for investigating and prosecuting cases of child abuse and neglect.~~

The Superintendent or designee shall provide training regarding the reporting duties of mandated reporters ~~as required by law and as specified in the accompanying administrative regulation.~~ (Education Code 44691; Penal Code 1165.7)

(cf. 4127 - Temporary Athletic Team Coaches)
(cf. 4131 - Staff Development)
(cf. 4219.21 - Professional Standards)

Legal Resources:

TITLE 5, CALIFORNIA CODE OF REGULATIONS

4650 Filing complaints with CDE, special education students

EDUCATION CODE

32280-32289 School Safety Plans

33195 Heritage schools, mandated reporters

33308.1 Guidelines on procedure for filing child abuse complaints

44252 Teacher credentialing

44691 Staff development in the detection of child abuse and neglect

44807 Teachers' duty concerning conduct of students

48906 Notification when student released to peace officer
48987 Dissemination of reporting guidelines to parents
49001 Prohibition of corporal punishment
51220.5 Parenting skills education
51900.6 Sexual abuse and sexual assault awareness and prevention

PENAL CODE

152.3 Duty to report murder, rape, or lewd or lascivious act
2373a Definition of lewd or lascivious act requiring reporting

WELFARE AND INSTITUTIONS CODE

15630-15637 Dependent adult abuse reporting

U.S. CODE 42

11434a McKinney-Vento Homeless Assistance act; definitions

Management Resources:

California Department of Education Publication: Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve

California Department of Education Publication: Health Framework for California Public Schools, kindergarten Through Grade Twelve

Court Decision: *Camreta v. Greene* (2011) 131 S.Ct.2020

Website: [California Department of Social Services, Children and Family Services Division](#)

Website: [U.S. Department of Health and Human Services, Child Welfare Information Gateway](#)

Website: [California Attorney General's Office, Suspected Child Abuse Report Form](#)

Website: [California Department of Education, Safe Schools](#)

Revised: April __, 2022

Reviewed: December 8, 2010

(Adopted: August 27, 2008)

(Replaces: BP 5144 Child Abuse)

(Adopted: July 1978)

Agenda Item Details

Meeting Date: 2022-04-27 18:30:00

AGENDA ITEM TITLE:

19. 21/22- 5090- BOARD POLICY 5148.3, *PRESCHOOL/EARLY EDUCATION*, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION

RECOMMENDATION

The Board of Education is requested to adopt Board Policy 5148.3, *Preschool/Early Education*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

Rationale:

As part of the Board of Education's commitment to review and update all MUSD Board Policies and Administrative Regulations, Student Support Services has conducted its annual review of Board Policies and Administrative Regulations and is presenting these policies for review. At the April 13th BOE meeting, the Board received the attached policy for first reading. With no further edits received from the Board of Education, this policy is being presented for adoption.

Background:

School districts receive regular policy updates from the California School Boards Association (CSBA) which are compared to existing policies to determine the extent of modification that is needed. This policy contains revisions as recommended by CSBA for Board Policies and Administrative Regulations 5148.3, *Preschool/Early Education*. The policy update has been reviewed by the appropriate instructional stakeholders prior to presenting them for Board approval.

ATTACHMENTS

- [5148.3 AR Preschool Early Childhood Education.pdf](#)
- [5148.3 BP Preschool Early Childhood Education.pdf](#)

PRESCHOOL/EARLY CHILDHOOD EDUCATION

Three-year-old children means children who will have their third birthday on or before December 1 of the fiscal year in which they are enrolled in a program approved by the California Department of Education (CDE) under the California State Preschool Program (CSPP). Children who have their third birthday on or after December 2 of the fiscal year, may be enrolled in a CSPP program on or after their third birthday. (Education Code 8205)

Four-year-old children means children who will have their fourth birthday on or before December 1 of the fiscal year in which they are enrolled in a CSPP program, or a child whose fifth birthday occurs after September 1 of the fiscal year in which they are enrolled in a CSPP program and whose parent or guardian has opted to retain or enroll them in a CSPP program. (Education Code 8205)

When approved by CDE under the CSPP, the district may operate one or more part-day or full-day preschool programs in accordance with law and the terms of its contract with CDE.

The district's CSPP program shall include all of the following: (Education Code 8207)

- a. Age and developmentally appropriate activities for children
- b. Supervision
- c. Parenting education and parent engagement
- d. Social services that include, but are not limited to, identification of child and family needs and referral to appropriate agencies
- e. Health services
- f. Nutrition
- g. Training and career ladder opportunities, documentation of which shall be provided to CDE
- h. Physical activity to support children's health

The district's preschool program shall include all required program components for the educational program, the creation of a developmental profile for each child, staff development, parent involvement and education, community involvement, health and social services, nutrition, and program evaluation, as described in 5 CCR 18272-18281 and AR 5148 - Child Care and Development.

Minimum Hours/Days of Operation

The district's part-day preschool program shall operate a minimum of three hours per day, excluding time for home-to-school transportation, and for a minimum of 175 days per year unless otherwise specified in the program's contract. (Education Code 8207; 5 CCR 18136)

The district's full-day program shall operate for a minimum of 246 days per year, unless the contract specifies a lower number of days of operation. (Education Code 8207)

Staffing

The preschool program shall maintain an adult-child ratio of at least one adult for every eight children and a teacher-child ratio of at least one teacher for every 24 children. (Education Code 8241, 5 CCR 18135, 18290)

Any person employed at a district preschool and any volunteer who provides care and supervision to children at a preschool shall, unless exempted by law, be immunized against influenza, pertussis, and measles in accordance with Health and Safety Code 1596.7995 and AR 5148 - Child Care and Development. Documentation of required immunizations, or applicable exemptions, shall be maintained in the employee's personnel file. (Health and Safety Code 1596.7995)

In addition, preschool teachers shall present evidence of a current tuberculosis clearance and meet other requirements as specified in Health and Safety Code 1597.055.

Family Literacy Services

When any district preschool program receives funding for family literacy services pursuant to Education Code 8221, the Superintendent or designee shall coordinate the provision of: (Education Code 8220)

- a. Opportunities for parents/guardians to work with their children on interactive literacy activities, including activities in which parents/guardians actively participate in facilitating their children's acquisition of prereading skills through guided activities such as shared reading, learning the alphabet, and basic vocabulary development
- b. Parenting education for parents/guardians of children in participating classrooms to support their child's development of literacy skills, including, but not limited to, parent education in:
 - a. Providing support for the educational growth and success of their children

- b. Improving parent-school communications and parental understanding of school structures and expectations
 - c. Becoming active partners with teachers in the education of their children
 - d. Improving parental knowledge of local resources for the identification of and services for developmental disabilities, including, but not limited to, contact information for the district special education referral
- c. Referrals to providers of adult education and instruction in English as a second language as necessary to improve academic skills of parents/guardians
 - d. Staff development for teachers in participating classrooms that includes, but is not limited to:
 - a. Development of a pedagogical knowledge, including, but not limited to, improved instructional and behavioral strategies
 - b. Knowledge and application of developmentally appropriate assessments of the prereading skills of children in participating classrooms
 - c. Information on working with families, including the use of on-site coaching, for guided practice in interactive literacy activities
 - d. Providing targeted interventions for all young children to improve kindergarten readiness upon program completion

Eligibility and Enrollment Priorities for Part-Day CSPP Programs

A three-year-old or four-year-old child is eligible for a part-day CSPP program if the child's family is one of the following: (Education Code 8208)

- a. A current aid recipient
- b. Income eligible
- c. Homeless
- d. One whose children are recipients of child protective services, or whose children have been identified as being abused, neglected, or exploited, or at risk of being abused, neglected or exploited

After all eligible three- and four-year-old children have been enrolled as provided above, a part-day CSPP program may provide services to children in families whose income is no more than 15 percent above the income eligibility threshold, as described in

Education Code 8213. No more than 10 percent of all the children enrolled in the CSPP program shall be from families above the income eligibility threshold. (Education Code 8208)

In addition, after all otherwise eligible children have been enrolled as provided in the paragraphs above, a part-day CSPP program may provide services to three- and four-year-old children in families whose income is above the income eligibility threshold if those children are children with disabilities. Such children with disabilities enrolled in part-day CSPP program shall not count towards the 10-percent limit described above. (Education Code 8208)

A CSPP program operating within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced-price lunch may enroll four-year-old children after all otherwise eligible children have been enrolled as provided in the paragraphs above. (Education Code 8208 and 8217)

The district shall certify eligibility and enroll families into their program within 120 calendar days prior to the first day of the beginning of the new preschool year. Subsequent to enrollment, a child shall be deemed eligible for a part-day CSPP program for the remainder of the program year. (Education Code 8208)

The district shall give priority for part-day CSPP programs as follows: (Education Code 8210)

1. The first priority for services shall be given to three-year-old or four-year-old children who are recipients of child protective services or who are at risk of being neglected, abused, or exploited and for whom there is a written referral from a legal, medical, or social service agency. If the district is unable to enroll a child in this first priority category, the district shall refer the child's parent/guardian to local resources and referral services so that services for the child can be located.
2. The second priority for services shall be given to eligible four-year-old children who are not enrolled in a state-funded transitional kindergarten (TK) program. Within this priority category, eligible children with the lowest income according to the income ranking on the most recent schedule of income ceiling eligibility table, as published by the Superintendent of Public Instruction (SPI) at the time of enrollment, shall be enrolled first.

If two or more families have the same income ranking according to the most recent schedule of income ceiling eligibility table, a child with disabilities shall be enrolled first. If there are no families with a child with disabilities, the child that has been on the waiting list for the longest time shall be admitted first.

3. The third priority shall be given to eligible three-year-old children. Within this priority category, eligible children with the lowest income according to the

- income ranking on the most recent schedule of income ceiling eligibility table, as published by the Superintendent at the time of enrollment, shall be enrolled first.
4. The fourth priority, after all otherwise eligible children have been enrolled, shall be children from families whose income is no more than 15 percent above the eligibility income threshold, as described in Education Code 8213. Within this priority category, priority shall be given to four-year-old children before three-year-old children.
 5. The fifth priority, after all otherwise eligible children have been enrolled, shall be a child with disabilities whose family's income is above the income eligibility threshold, as described in Education Code 8213. Within this priority category, priority shall be given to four-year-old children before three-year-old children.
 6. After all otherwise eligible children have been enrolled in the first through fifth priority categories, as described in Items #1-5 above, a CSPP program site operating within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced price lunch as described in Education Code 8217 may enroll any four-year-old children whose families reside within the attendance boundary of the qualified elementary school. These children shall, to the extent possible, be enrolled by lowest to highest income according to the most recent schedule of income ceiling eligibility table.

Eligibility and Enrollment Priorities for Full-Day CSPP Programs

A three-year-old or four-year-old child is eligible for a full-day CSPP program if the family meets both of the following requirements: (Education Code 8208)

1. The child's family is a current aid recipient, income eligible, homeless, or one whose children are recipients of child protective services, or whose children have been identified as being abused, neglected, or exploited, or at risk of being abused, neglected, or exploited.
2. The child's family needs the childcare services because of either the following:
 - a. The child is identified by a legal, medical, or social services agency, the district liaison for homeless students, a Head Start program, or an emergency or transitional shelter as being a recipient of protective services; as being or at risk of being neglected, abused, or exploited; or as being homeless
 - b. The parents/guardians are participating in vocational training leading directly to a recognized trade, paraprofession, or profession; are

engaged in an educational program for English language learners or to attain a high school diploma or general educational development certificate; are employed or seeking employment; are seeking permanent housing for family stability; or are incapacitated

After all families meeting the criteria specified in Items #1 and 2 above have been enrolled, a full-day CSPP program may provide services to three- and four-year-old children in families who do not meet at least one of the criteria in Item #2 above. (Education Code 8208)

After all otherwise eligible children have been enrolled as provided above, a CSPP program operating within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced price lunch as described in Education Code 8217 may enroll any four-year-old child. (Education Code 8208)

Upon establishing initial eligibility or ongoing eligibility for a full-day CSPP program, a family shall be considered to meet all eligibility and need requirements for those services for not less than 12 months, shall receive those services for not less than 12 months before having eligibility or need recertified, and shall not be required to report changes to income or other changes for at least 12 months. However, a family that establishes initial eligibility or ongoing eligibility on the basis of income shall report increases in income that exceed the threshold for ongoing income eligibility, as described in Education Code 8213, and the family's ongoing eligibility for services shall at that time be recertified. In addition, a family may, at any time, voluntarily report income or other changes. This information shall be used, as applicable, to reduce the family's fees, increase the family's services, or extend the period of the family's eligibility before recertification. (Education Code 8208)

The Superintendent or designee shall consult the county's centralized eligibility list, when available, or shall maintain a district waiting list in accordance with admission priorities. As vacancies occur, applicants shall be contacted in order of their priority. (5 CCR 18106)

Notice of Action

Upon receiving a parent/guardian's application for services, the Superintendent or designee shall review the application and documentation and shall certify the eligibility of the family or child.

The district's decision to approve or deny a child's enrollment shall be communicated to the family through a written Notice of Action mailed or delivered within 30 days from the date the application is signed by the parent/guardian. (5 CCR 18094, 18095, 18118)

Subsequently, the Superintendent or designee shall mail or deliver a Notice of Action to a parent/guardian at least 14 calendar days before any intended change in services, including, but not limited to, an increase or decrease in fees, an increase or decrease in

the amount of services, or termination of services, due to any of the following circumstances: (5 CCR 18095, 18119)

1. A determination during recertification or update of the application that the need or eligibility requirements are no longer being met or the fee or amount of service needs to be modified
2. Failure of the parent/guardian to document the family's need or eligibility after the district requested such documentation in writing
3. An indication by the parent/guardian that the parent/guardian no longer wants the service
4. The death of a parent/guardian or child
5. The conclusion of a limited-term agreement, provided that the parent/guardian has been informed in writing of the date that the services would terminate

For each child enrolled in the district's preschool program, the Superintendent or designee shall maintain a family data file including, but not limited to, a completed and signed application for services, documentation of income eligibility, and a copy of all Notices of Action. For each child not receiving subsidized services, the family data file shall also include records of the specific reason(s) for enrolling each child, the child's family income, and evidence that the district has made a diligent search for children eligible for subsidized services. (5 CCR 18081, 18084, 18130, 18133)

Combined Preschool/Transitional Kindergarten Classroom

When a child is eligible for both the preschool program and the district's TK program, the district may place the child in a classroom which is commingled with children from both programs as long as the commingled program meets all of the requirements of each program as well as the following requirements: (Education Code 8207, 48000)

1. An early childhood environment rating scale, as specified in 5 CCR 18281, shall be completed for the classroom.
2. All children enrolled for 10 or more hours per week shall be evaluated using the Desired Results Developmental Profile, as specified in 5 CCR 18272.
3. The classroom shall be taught by a teacher who holds a credential issued by the Commission on Teacher Credentialing in accordance with Education Code 44065 and 44256.
4. The classroom shall comply with the adult-child ratio specified in Education Code 8264.8.

5. Contractors of the district shall report the services, revenues, and expenditures for children in the preschool program in accordance with 5 CCR 18068.
6. The classroom shall not include children enrolled in TK for a second year or children enrolled in a regular kindergarten classroom.

Fees and Charges

Fees for participation in the district's full-day CSPP program shall be assessed and collected in accordance with the fee schedule established by the SPI in conjunction with the California Department of Social Services. (Education Code 8252; 5 CCR 18078)

However, for the 2021-2022 school year, family fees shall not be collected as specified in Education Code 8252.

In addition, no fee shall be charged to an eligible family whose child is enrolled in a part-day preschool program or a family that is receiving CalWORKs cash aid. (Education Code 8253; 5 CCR 18110)

A family may be exempt from the fees for up to 12 months if the child qualifies for preschool on the basis of being the recipient of child protective services or as being, or at risk of being, abused or neglected. (Education Code 8253)

The Superintendent or designee shall establish a process that involves parents/guardians in determining whether to require parents/guardians to provide diapers and/or whether and how much to charge parents/guardians for field trip expenses, within the limit specified in law. A child shall not be denied participation in a field trip due to the parent/guardian's inability or refusal to pay the fee, and no adverse action shall be taken against a parent/guardian for that inability or refusal. (Education Code 8254)

Disenrollment Based on Reduced Funding

When necessary to disenroll families from subsidized preschool services, families shall be disenrolled in reverse priority order for services as specified in Education Code 8210 and 8211 and as described above in the sections "Eligibility and Enrollment Priority for Part-Day CSPP Programs" and "Eligibility and Enrollment Priority for Full-Day CSPP Programs." (Education Code 8214)

Expulsion/Unenrollment Based on Behavior

A district preschool program shall not expel or unenroll a child based on the child's behavior, unless the district first takes the following actions to address the child's behavior: (Education Code 8222)

1. Inform the parents/guardians of the child's persistent and serious challenging behaviors and consult with the parents/guardians and teacher in an effort to maintain the child's safe participation in the program
2. If the child has an individualized family service plan (IFSP) or individualized education program (IEP), with written parent/guardian consent, contact the agency or district employee responsible for such plan or program to seek consultation in regard to serving the child
3. If the child does not have an IFSP or IEP, consider if it is appropriate to complete a universal screening of the child, including, but not limited to, screening the child's social and emotional development, referring the parents/guardians to community resources, implementing behavior supports within the program, and considering an IEP for the child

If the district has taken the actions specified in items #1-3 above and the child's continued enrollment would present a serious safety threat to the child or other enrolled children, the district shall refer the parents/guardians to other potentially appropriate placements, the local child care resource and referral agency, or any other referral service available in the local community. The district may then unenroll the child. The district shall have up to 180 days to complete the actions described above. (Education Code 8222)

Children with disabilities may only be suspended or expelled in conformance with the procedures and limitations of the Individuals with Disabilities Education Act.

Parent Hearing

If a parent/guardian disagrees with any district action to deny the child's eligibility for subsidized preschool services, disenroll the child due to a funding shortage, increase or decrease fees, increase or decrease the amount of services, terminate services, or otherwise change the level of services, the parent/guardian may file a request for a hearing with the Superintendent or designee within 14 calendar days of the date the Notice of Action was received. Within 10 calendar days of receiving the request for a hearing, the Superintendent or designee shall notify the parent/guardian of the time and place of the hearing, which, to the extent possible, shall be convenient for the parent/guardian. (5 CCR 18120)

The hearing shall be conducted in accordance with the procedures specified in 5 CCR 18120 by a district administrator who is at a staff level higher in authority than the staff person who made the contested decision. Within 10 calendar days after the hearing, the district administrator shall mail or deliver a written decision to the parent/guardian. If the parent/guardian disagrees with the written decision, the parent/guardian may, within 14 calendar days, appeal the decision to CDE. (5 CCR 18120-18122)

Adopted: April __, 2022

PRESCHOOL/EARLY CHILDHOOD EDUCATION

The Governing Board recognizes the value of high-quality preschool experiences to enhance children's social-emotional development, knowledge, skills, and abilities. The Board desires to provide a supervised, and cognitively rich environment designed to facilitate the transition to kindergarten for three- and four-year-old children.

The Superintendent or designee shall collaborate with the local child care and development planning council, the county office of education, other public agencies, organizations, and/or private preschool providers to assess the availability of preschool programs in the community and the extent to which the community's preschool needs are being met. The Board encourages the development of a comprehensive districtwide and/or countywide plan to increase children's access to high-quality preschool programs.

The Superintendent or designee shall provide information about preschool options in the community to parents/guardians upon request.

District Preschool Programs

When the Board determines that it is feasible, the district may contract with the California Department of Education (CDE) to provide preschool services in facilities at or near district schools, either directly or through a subcontract with a public or private provider.

(cf. 1330 - Use of School Facilities)

(cf. 1330.1 - Joint Use Agreements)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

District preschool programs shall comply with all health and safety laws and regulations, including, when applicable, licensure requirements pursuant to 22 CCR 101156.

The Board shall approve, for the district's preschool program, a written philosophical statement, goals, and objectives that reflect the cultural and linguistic characteristics of the families to be served and address the program components specified in 5 CCR 18272-18281 and the accompanying administrative regulation. (5 CCR 18271)

The Board shall set priorities for establishing or expanding services as resources become available, giving consideration to the benefits of providing early education programs for at-risk children and/or children residing in the attendance areas of the lowest performing district schools.

Preschool classroom needs shall be addressed in the district's facilities master plan, including an assessment as to whether adequate and appropriate space exists on school sites. As necessary, the Superintendent or designee shall provide information to

the Board regarding facilities financing options for preschool classrooms and/or facilities available through partnering organizations or agencies.

Because parents/guardians are essential partners in supporting the development of their children, the Superintendent or designee shall involve them in program planning.

The Superintendent or designee shall coordinate the district's preschool program, transitional kindergarten program (TK), and elementary education program to provide a developmental continuum that builds upon children's growing skills and knowledge.

A child's eligibility for TK enrollment shall not impact family eligibility for a preschool or child care program. (Education Code 8205, 48000)

The district's program shall be aligned with preschool learning foundations and curriculum frameworks developed by CDE which identify the knowledge, skills, and competencies that children typically attain as they complete their first or second year of preschool. The program shall be designed to facilitate children's development in essential skills in the areas of language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

The district's preschool program shall include activities and services that meet the needs of dual language learners for support in the development of their home language and English. (Education Code 8203)

The district's preschool program shall provide appropriate services to support the needs of at-risk children.

To maximize the ability of children to succeed in the preschool program, the program shall support children's health through proper nutrition and physical activity and shall provide or make referrals to available health and social services as needed.

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 5030 - Student Wellness)

The district shall encourage volunteerism by families participating in the program and shall communicate frequently with parents/guardians of enrolled children regarding their child's progress.

The Superintendent or designee shall ensure that administrators, teachers, and paraprofessionals in district preschool programs possess the appropriate permit(s) issued by the Commission on Teacher Credentialing, meet any additional qualifications established by the Board, and participate in professional development opportunities designed to continually enhance their knowledge and skills.

Preschool admissions policies and procedures shall be in writing and available to the public. Such policies and procedures shall include criteria designating those children whose needs can be met by the program and services, the ages of children who will be accepted, program activities, any supplementary services provided, any field trip provisions, any transportation arrangements, food service provisions, and a health examination requirement. (CCR 18105; 22 CCR 101218)

(cf. 5111 - Admission)
(cf. 5141.32 Health Screening for School Entry)
(cf. 5141.6 - School Health Services)

The Superintendent or designee shall ensure that subsidized preschool is provided to eligible families to the extent that state and/or federal funding is available and shall establish enrollment priorities in accordance with Education Code 8208, 8210, and 8211 and 5 CCR 18106.

The Superintendent or designee shall recommend strategies to link the district's preschool program with other available child care and development programs in the district or community in order to assist families whose child care needs extend beyond the length of time that the district's preschool program is offered.

(cf. 5148 - Child Care and Development)

The Superintendent or designee shall ensure that the plan to provide access to full-day learning programs the year before kindergarten addresses the needs of preschool children and their families as specified in BP 6170.1 - Transitional Kindergarten. (Education Code 8281.5)

When a district CSPP program is physically closed by local or state public health order due to the COVID-19 pandemic, the district shall provide distance learning to preschool children when required to do so as a condition of funding or when required by law.

The Superintendent or designee shall develop and implement an annual plan of evaluation which conforms to state requirements. (5 CCR 18279)

The district's uniform complaint procedures, with modifications as necessary, shall be used to investigate and resolve complaints alleging violation of applicable health or safety requirements for license-exempt programs operating under the California State Preschool Program. However, licensed programs shall refer complaints alleging health and safety violations to the California Department of Social Services. (Education Code 8212; 5 CCR 4610, 4611, 4690-4694)

(cf. 1312.3 - Uniform Complaint Procedures)

The Superintendent or designee shall regularly report to the Board regarding enrollment

in district preschool programs and the effectiveness of the programs in preparing preschoolers for transition into the elementary education program.

LEGAL REFERENCES:

STATE

CALIFORNIA CODE OF REGULATIONS, TITLE 22

101151-101239.2 General requirements, licensed child care centers

101212-101231 Continuing requirements

101237-101239.2 Facilities and equipment

CALIFORNIA CODE OF REGULATIONS, TITLE 5

18000-18434 Child care and development programs

18130 -18136 California State Preschool Program

18295 Waiver of qualifications for site supervisor

4600-4670 Uniform complaint procedures

4690-4694 Complaints regarding health and safety issues in license-exempt preschool programs

80105-80125 Commission on Teacher Credentialing, child care and development permits

EDUCATION CODE

44065 Interchange between certificated and classified positions

44256 Credential types

48000 Transitional kindergarten

48985 Notification, primary language other than English

8200-8209 General provisions for child care and development services

8200-8499.10 Child Care And Development Services Act

8230-8233 Migrant child care and development programs

8235-8239.1 California State Preschool Program

8240-8244 General child care and development programs

8250-8252 Programs for children with special needs

8263 Eligibility and priorities for subsidized child development services

8263.3 Disenrollment of families due to reduced funding levels

8264.8 Center-based child care programs, staffing ratios

8273.1 Family fees

8360-8370 Personnel qualifications

8400-8409 Contracts, administrative appeal procedure

8493-8498 Facilities, capital outlay

8499.3-8499.7 Local child care and development planning councils

HEALTH & SAFETY CODE

120325-120380 Immunization requirements

1596.70-1596.895 California Child Day Care Act

1596.90-1597.21 Day care centers

FEDERAL

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act
6311-6322 Title I, relative to preschool
6371-6376 Early Reading First
6381-6381k Even Start Family Literacy Program
6391-6399 Education of migratory children
UNITED STATES CODE, TITLE 42
9831-9852c Head Start programs
9857-9858r Child Care and Development Block Grant
CODE OF FEDERAL REGULATIONS, TITLE 45
1301.1-1305.2 Head Start

MANAGEMENT RESOURCES

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATION

Prekindergarten Learning Development Guidelines, 2000
Preschool English Learners: Principles and Practices to Promote Language, Literacy, and Learning, 2nd ed., 2009
First Class: A Guide for Early Primary Education, 1999
Dream Big for Our Youngest Children: Final Report of the California Early Learning Quality Improvement System Advisory Committee, 2010
California Preschool Learning Foundations

CSBA PUBLICATION

What Boards of Education Can Do About Kindergarten Readiness, Governance Brief, May 2016

U.S. DEPARTMENT OF EDUCATION PUBLICATION

Policy Statement on Expulsion and Suspension Policies in early Childhood Settings, 2016
Good Start, Grow Smart, April 2002

WEBSITE

[National Institute for Early Education Research](#)
[California Association for the Education of Young Children](#)
[California Head Start Association](#)
[California Preschool Instructional Network](#)
[Child Development Policy Institute](#)
[First 5 California](#)
[California County Superintendents Educational Services Association](#)
[Cities, Counties and Schools Partnership](#)
[CSBA](#)
[California Department of Education](#)
[U.S. Department of Education](#)

Adopted: April __, 2022

Agenda Item Details

Meeting Date: 2022-04-27 18:30:00

AGENDA ITEM TITLE:

20. 21/22-5091- BOARD POLICY 6020, *PARENT INVOLVEMENT*, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION

RECOMMENDATION

The Board of Education is requested to adopt receive for first reading Board Policy 6020, *Parent Involvement*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

Rationale:

As part of the Board of Education's commitment to review and update all MUSD Board Policies and Administrative Regulations, Student Support Services has conducted its annual review of Board Policies and Administrative Regulations and is presenting these policies for review. At the April 13th BOE meeting, the Board received the attached policy for first reading. With no further edits received from the Board of Education, this policy is being presented for adoption.

Background:

School districts receive regular policy updates from the California School Boards Association (CSBA) which are compared to existing policies to determine the extent of modification that is needed. This policy contains revisions as recommended by CSBA for Board Policies and Administrative Regulations 6020, *Parent Involvement*. The policy update has been reviewed by the appropriate instructional stakeholders prior to presenting them for Board approval.

ATTACHMENTS

- [6020 AR Parent Involvement.pdf](#)
- [6020 BP Parent Involvement.pdf](#)

PARENT INVOLVEMENT

District Strategies for Title I, ~~Title III, and EIA-SCE~~ Schools

To ensure that parents/guardians **and family members** of students participating in Title I programs are provided with opportunities to be involved in their children's education, the Superintendent ~~or Superintendent's designee~~ district shall:

1. Involve parents/guardians **and family members of participating students** in the joint development of ~~the Title I local educational agency (LEA)~~ a district plan that meets the requirements of 20 USC 6312 and ~~the process of school review and improvement~~. In the development of school support and improvement plans pursuant to 20 USC 6311 (20 USC 6318)–

The Superintendent or ~~Superintendent's~~ designee shall may:

- a. In accordance with Education Code 52063, ~~E~~establish a district-level parent-advisory committee ~~including parent/guardian representatives from each school site to review~~ and, as applicable, an English learner parent advisory committee to review and comment on the ~~LEA~~ district's local control and accountability plan (LCAP) in accordance with the review schedule established by the Governing Board;
- b. Invite input on the ~~LEA~~ plan from other district committees (~~DAC, DELAG~~) and school site councils; ~~and/or~~
- c. ~~Provide an opportunity during a public Board meeting for public comment on the LEA plan as the Board's approval of the plan.~~ Communicate with parents/guardians through the district newsletter, website, or other methods regarding the plan and the opportunity to provide input.
- d. Provide copies of working drafts of the plan to parent/guardians in an understandable and uniform format and, to the extent practicable, in a language the parents/guardians can understand
- e. Ensure that there is an opportunity at a public Board meeting for public comment on the plan prior to the Board's approval of the plan or revisions to the plan
- f. Ensure that school-level policies on parent/guardian and family engagement address the role of school site councils and other parents/guardians as appropriate in the development and review of school plans

2. Provide coordination, technical assistance, and other support necessary to assist ~~and build the capacity of~~ Title I schools in planning and implementing effective parent/guardian and family engagement ~~involvement~~ activities to improve student academic achievement and school performance, ~~which may include meaningful consultation with employers, business leaders, and philanthropic organizations or individuals with expertise in effectively engaging parents/guardians and family members in education.~~ (20 USC 6318)

The Superintendent or designee ~~shall~~ may:

- a. Assign ~~person(s) in the district office~~ district personnel to serve as a liaison to the schools regarding Title I parent/guardian and family ~~involvement~~ engagement issues.
 - b. Identify funding and other resources, including community resources and services, that may be used to strengthen district and school parent/guardian and family engagement programs and opportunities.
 - bc. Provide training for the principal or designee of each participating school regarding Title I requirements for parent/guardian and family ~~involvement~~ engagement, leadership strategies, and communication skills to assist ~~him/her~~ in facilitating the planning and implementation of ~~parent involvement~~ related activities.
 - d. With the assistance of parents/guardians, provide information and training to teachers and other staff regarding effective parent/guardian involvement practices and legal requirements
 - ee. Provide information to schools about the indicators and assessment tools that will be used to monitor progress.
3. ~~Build the capacity of schools and parents/guardians for strong parent involvement.~~ To the extent feasible and appropriate, coordinate and integrate Title I parent/guardian and family engagement strategies with parent/guardian and family engagement strategies of other relevant federal, state, and local programs and ensure consistency with federal, state, and local laws (20 USC 6319)-

The Superintendent or designee ~~shall~~ may:

- a. ~~Assist parents/guardians in understanding such topics as the state's academic content standards and academic achievement standards, state and local academic assessments, the requirements of Title I, and how to monitor a child's progress and work with educators to improve the achievement of their children.~~

- ~~b. Provide materials and training to help parents/guardians work with their children to improve their children's achievement, such as literacy training and using technology, as appropriate, to foster parent involvement.~~
- ~~c. Educate teachers, student services personnel, principals, and other staff, with the assistance of parents/guardians, in the value and utility of parent/guardian contributions and in how to reach out to, communicate with, and work with parents/guardians as equal partners, implement and coordinate parent/guardian programs, and build ties between parents/guardians and the schools.~~
- ~~d. To the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with CDC, State Preschool, MUSD Preschool, and other programs, and conduct other activities, such as parent resource centers, that encourage and support parents/guardians in more fully participating in their children's education.~~
- ~~e. Ensure that information related to school and parent/guardian programs, meetings, and other activities is sent to the parents/guardians of participating students in a format and, to the extent practicable, in a language the parents/guardians can understand.~~
- ~~f. Provide other such reasonable support for parent involvement activities as parents/guardians may request.~~
- a. Identify overlapping or similar program requirements
- b. Involve district and school site representatives from other programs to assist in identifying specific population needs
- c. Schedule joint meeting with representatives from related programs and share data and information across programs
- d. Develop a cohesive, coordinated plan focused on student needs and shared goals

~~In addition, the Superintendent or designee may:~~

- ~~a. Provide necessary literacy training, using Title I funds if the district has exhausted all other reasonably available sources of funding for such training.~~
- ~~b. Pay reasonable and necessary expenses associated with parent involvement activities, including transportation and child care costs, to enable parents/guardians to participate in school-related meetings and training sessions.~~
- ~~c. Train parents/guardians to enhance the involvement of other parents/guardians.~~

- ~~-d. Arrange school meetings at a variety of times or, when parents/guardians are unable to attend such conferences, conduct in-home conferences between parents/guardians and teachers or other educators who work directly with participating students.—~~
 - ~~-f. Adopt and implement model approaches to improving parent involvement.—~~
 - ~~-g. Develop appropriate roles for community-based organizations and businesses in parent involvement activities.—~~
 - ~~-h. Make referrals to community agencies and organizations that offer literacy training, parent education programs, and/or other services that help to improve the conditions of parents/guardians and families.—~~
 - ~~-i. Provide a master calendar of district activities and district meetings.—~~
 - ~~-j. Provide information about opportunities for parent involvement through the district newsletter, web site, or other written or electronic means.—~~
 - ~~-k. Engage parent teacher organizations to actively seek out and involve parents/guardians through regular communication updates and information sessions.—~~
 - ~~-l. To the extent practicable, provide translation services at school sites and at meetings involving parents/guardians as needed.—~~
 - ~~-m. Provide training and information to members of district and school site councils and advisory committees to help them fulfill their functions.—~~
 - ~~-n. Regularly evaluate the effectiveness of staff development activities related to parent involvement.—~~
- ~~4. Coordinate and integrate Title I parent involvement strategies with CDC, State Preschool, and MUSD Preschool, and other programs.~~
54. Conduct, with meaningful involvement of parents/guardians and family members, an annual evaluation of the content and effectiveness of the parent/guardian and family involvement engagement policy in improving the academic quality of the schools served by Title I, including identification of: (20 USC 6318):
- a. Barriers to greater participation in parent/guardian and family engagement activities, with particular attention to parents/guardians who are economically disadvantaged, are disabled, have limited English proficiency, have limited

literacy, or are of any racial or ethnic minority background

b. The needs of parents/guardians and family members, so they can better assist with their children's learning and engage with school personnel and teachers

c. Strategies to support successful school and family interactions

The Superintendent or designee shall may:

~~a. Ensure that the evaluation include the identification of barriers to greater participation in parent involvement activities, with particular attention to parents/guardians who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background.~~

~~b. Use the evaluation results to design strategies for more effective parent involvement and, if necessary, to recommend changes in the parent involvement policy.~~

~~c. Assess the district's progress in meeting annual objectives for the parent involvement program, notify parents/guardians of this review and assessment through regular school communications mechanisms, and provide a copy to parents/guardians upon their request.~~

~~The Superintendent or designee may:~~

~~a. Use a variety of methods, such as focus groups, surveys, and workshops, to evaluate the satisfaction of parents/guardians and staff with the quality and frequency of district communications.~~

~~b. Gather and monitor data regarding the number of parents/guardians participating in district activities and the types of activities in which they are engaged.~~

~~c. Recommend to the Board measures to evaluate the impact of the district's parent involvement efforts on student achievement.~~

a. Use a variety of methods, such as focus groups, surveys, and workshops, to evaluate the satisfaction of parents/guardians and staff with the quality and frequency of district communications

b. Gather and monitor data regarding the number of parents/guardians and family members participating in district activities and the types of activities in which they are engaged

- c. Recommend to the Board measures to evaluate the impact of the district's parent/guardian and family engagement efforts on student achievement

The Superintendent or designee shall notify parents/guardians of this review and assessment through regular school communications mechanisms and shall provide a copy of the assessment to parents/guardians upon their request. (Education Code 11503)

65. Involve parents/guardians in the activities of schools served by Title I, which may include establishing a parent advisory board comprised of a sufficient number and representative group of parents/guardians or family members served by the district to adequately represent the needs of the population served by the district for the purposes of developing, revising, and reviewing the parent/guardian and family engagement policy (20 USC 6318).

The Superintendent or designee may:

- a. Include information about school activities in district communications to parents/guardians and family members.
- b. To the extent practicable, assist schools with translation services or other accommodations needed to encourage participation of parents/guardians and family members with special needs.
- c. Establish processes to encourage parent/guardian input regarding their expectations and concerns for their children.

~~The district's Board policy and administrative regulation containing parent involvement strategies shall be incorporated into the LEA plan and distributed to parents/guardians of students participating in Title I programs.—~~

In addition, the district shall promote the effective involvement of parents/guardians and support a partnership among the school, parents/guardians, and the community to improve student achievement by implementing the actions specified in item #7 of the section "School-Level Policies for Title I Schools" below. (20 USC 6318)

School-Level Policies for Title I Schools

At each school receiving Title I funds, a written policy on parent/guardian and family involvement engagement shall be developed jointly with the and agreed upon by parents/guardians and family members of participating students. ~~Such~~ The school policy shall describe the means by which the school will: (20 USC 6318)

1. Convene an annual meeting, at a convenient time, to which all parents/guardians of participating students shall be invited and encouraged to attend, in order to inform parents/guardians of their school's participation in Title I and to explain Title I requirements and the right of parents/guardians to be involved.

2. Offer a flexible number of meetings, such as meetings in the morning or evening, for which related transportation, child care, and/or home visits may be provided as such services relate to parent involvement.
3. Involve parents/guardians in an organized, ongoing, and timely way in the planning, review, and improvement of Title I programs, including the planning, review, and improvement of the school's parent/guardian and family involvement engagement policy and, if applicable, the joint development of the plan for schoolwide programs pursuant to 20 USC 6314.

The school may use an existing process for involving parents/guardians in the joint planning and design of the school's programs provided that the process includes adequate representation of parents/guardians of participating students.

4. Provide the parents/guardians of participating students all of the following:
 - a. Timely information about Title I programs;
 - b. A description and explanation of the school's curriculum, forms of academic assessment used to measure student progress, and the proficiency achievement levels ~~students are expected to meet; and of the state academic standards~~
 - c. If requested by parents/guardians, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions related to their children's education, ~~and, as soon as practicably possible, responses to the suggestions of parents/guardians.~~ The district shall respond to any such suggestions as soon as practicably possible.
5. If the schoolwide program plan is not satisfactory to the parents/guardians of participating students, submit any parent/guardian comments when the school makes the plan available to the district
6. Jointly develop with the parents/guardians of participating students a school-parent compact that outlines how parents/guardians, the entire school staff, and students will share responsibility for improved student academic achievement and the means by which the school and parents/guardians will build a partnership to help students achieve state standards.

This compact shall address:

- a. The school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables participating students

to achieve the state's ~~student~~ **challenging** academic achievement standards;

- b. Ways in which parents/guardians will be responsible for supporting their children's learning, ~~such as monitoring attendance, homework completion, and television viewing;~~ volunteering in the classroom; and participating, as appropriate, in decisions related to their children's education and the positive use of extracurricular time;
- c. The importance of communication between teachers and parents/guardians on an ongoing basis through, at a minimum:
 - (1) Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as it relates to the student's achievement;
 - (2) Frequent reports to parents/guardians on their children's progress; ~~and~~
 - (3) Reasonable access to staff, opportunities to volunteer and participate in their child's classroom, and observation of classroom activities.
 - (4) Regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand
7. ~~Build the capacity of the school and parents/guardians for strong parent involvement by implementing the activities described in items #3a-f in the section "District Strategies for Title I Schools" above.~~ Promote the effective involvement of parent/sguardians and support a partnership among the school, parents/guardians, and the community to improve student achievement through the following actions:
 - a. Assist parents/guardians in understanding such topics as the state academic standards, state and local academic assessments, the requirements of Title I, and how to monitor a child's progress and work with educators to improve the achievement of their children
 - b. Provide parents/guardians with materials and training, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to help them work with their children to improve their children's achievement
 - c. With the assistance of parents/guardians, educate teachers, specialized instructional support personnel, principals and other school leaders, and other staff, in the value and utility of parent/guardian contributions and in how to reach out to, communicate with, and work with parents/guardians as equal partners, implement and coordinate parent/guardian programs, and build ties between parents/guardians and the schools
 - d. To the extent feasible and appropriate, coordinate and integrate parent/guardian involvement programs and activities with other federal, state, and local programs,

including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents/guardians in fully participating in their children's education

- e. Ensure that information related to school and parent/guardian programs, meetings, and other activities is sent to the parents/guardians of participating students in a format and, to the extent practicable, in a language the parents/guardians can understand
- f. Provide other such reasonable support for parent/guardian involvement activities as parents/guardians may request

In addition, the school plan may include strategies to:

- a. Involve parents/guardians in the development of training for teachers, principals, and other educators to improve the effectiveness of such training
- b. Provide necessary literacy training, using Title I funds if the district has exhausted all other reasonably available sources of funding for such training
- c. Pay reasonable and necessary expenses associated with parent/guardian involvement activities, including transportation and child care costs, to enable parents/guardians to participate in school-related meetings and training sessions
- d. Train parents/guardians to enhance the involvement of other parents/guardians
- e. Arrange school meetings at a variety of times or, when parents/guardians are unable to attend such conferences, conduct in-home conferences between parents/guardians and teachers or other educators who work directly with participating students, in order to maximize parent/guardian involvement and participation
- f. Adopt and implement model approaches to improving parent/guardian involvement
- g. Establish a parent advisory council to provide advice on all matters related to parent/guardian involvement in Title I programs
- h. Develop appropriate roles for community-based organizations and businesses in parent/guardian involvement activities
- i. Make referrals to community agencies and organizations that offer literacy

training, parent/guardian education programs, and/or other services that help to improve the conditions of parents/guardians and families

- j. Provide a master calendar of district/school activities and meetings
 - k. Provide information about opportunities for parent/guardian and family engagement through the district newsletter, web site, or other written or electronic means
 - l. Engage parent-teacher organizations to actively seek out and involve parents/guardians through regular communication updates and information sessions
 - m. To the extent practicable, provide translation services at school sites and at meetings involving parents/guardians and family members as needed
 - n. Provide training and information to members of district and school site councils and advisory committees to help them fulfill their functions
 - o. Provide ongoing workshops to assist school site staff, parents/guardians, and family members in planning and implementing improvement strategies, and seek their input in developing the workshops
 - p. Regularly evaluate the effectiveness of staff development activities related to parent/guardian and family engagement
8. To the extent practicable, provide ~~full~~ opportunities for the ~~informed~~ participation of parents/guardians and family members (including parents/guardians and family members with limited English proficiency, parents/guardians and family members with disabilities, and parents/guardians and family members of migrant children, including providing information and school reports required under 20 USC 6311(h) in a format and language such parents/guardians can understand.

~~if~~ the school has a parent involvement policy that applies to all parents/guardians, it may amend that policy to meet the above requirements. (20 USC 6318)

~~Each school's parent involvement policy shall be made available to the local community and distributed to parents/guardians of participating students in an understandable and uniform format and, to the extent practicable, provided in a language the parents/guardians can understand.~~

Each school receiving Title I funds shall annually evaluate the effectiveness of its

parent/guardian and family involvement engagement policy. Such evaluation may be conducted during the process of reviewing the school's single plan for student achievement in accordance with Education Code 64001.

~~The principal or designee, jointly with parents/guardians of participating students, shall periodically update~~†The school's policy shall be periodically updated to meet the changing needs of parents/guardians and the school. (20 USC 6318)

District Strategies for Non-Title I Schools

For each school that does not receive federal Title I funds, the Superintendent or Superintendent's designee shall, at a minimum:

1. Engage parents/guardians and family members positively in their children's education by ~~helping them develop~~ providing assistance and training on topics such as state academic standards and assessments to increase their knowledge and skills to use at home that to support their children's academic efforts at school and their children's development as responsible members of society. (Education Code 11502, 11504)

The Superintendent or designee shall may:

- a. Provide or make referrals to literacy training and/or parent education programs designed to improve the skills of parents/guardians and enhance their ability to support their children's education.
 - b. Provide information, in parent handbooks and through other appropriate means, regarding academic expectations and resources to assist with the subject matter.
 - c. Provide parents/guardians with information about students' class assignments and homework assignments.
2. Inform parents/guardians that they can directly affect the success of their children's learning, by providing them with techniques and strategies that they may use to improve their children's academic success and to assist their children in learning at home. (Education Code 11502, 11504)

The Superintendent or designee shall:

- a. Provide parents/guardians with information regarding ways to create an effective study environment for their children at home and to encourage good study habits.
- b. Encourage parents/guardians to monitor their children's school attendance, homework completion, and television viewing.

- c. Encourage parents/guardians to volunteer in their child's classroom and to participate in school advisory committees.
3. Build consistent and effective communication between the home and school so that parents/guardians **and family members** may know when and how to assist their children in support of classroom learning activities. (Education Code 11502, 11504)

The Superintendent or designee shall:

- a. Ensure that teachers provide frequent reports to parents/guardians on their children's progress and hold parent-teacher conferences at least once per year with parents/guardians of elementary school students.
 - b. Provide opportunities for parents/guardians to observe classroom activities and to volunteer in their child's classroom.
 - c. Provide information about parent/guardian **and family involvement engagement** opportunities through district, school, and/or class newsletters, the district's website, and other written or electronic communications.
 - d. To the extent practicable, provide notices and information to parents/guardians in a format and language they can understand.
 - e. Develop mechanisms to encourage parent/guardian input on district and school issues.
 - f. Identify barriers to parent/guardian **and family** participation in school activities, including parents/guardians **and family members** who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background.
 - g. Encourage greater parent/guardian participation by adjusting meeting schedules to accommodate parent/guardian needs and, to the extent practicable, by providing translation or interpreter services, transportation, and/or child care.
4. Train teachers, **and** administrators, **specialized instructional support personnel, and other staff** to communicate effectively with parents/guardians **as equal partners**. (Education Code 11502, 11504)

The Superintendent or designee **shall may**:

- a. Provide staff development to assist staff in strengthening two-way communications with parents/guardians, including parents/guardians who have limited English proficiency or limited literacy.

b. Invite input from parents/guardians regarding the content of staff development activities pertaining to home-school communications.

5. Integrate ~~and coordinate~~ parent/guardian and family ~~involvement~~ ~~programs into school plans for academic accountability.~~ Engagement activities within the LCAP with other activities.–

The Superintendent or designee shall:

a. Include parent/~~guardian and family involvement~~ engagement strategies in school reform or school improvement initiatives.

b. Involve parents/guardians ~~and family members~~ in school planning processes.

Revised: April __, 2022

Adopted: September 10, 2008

(Replaces: BP 1241 Involvement)

(Adopted: March 14, 2007)

(Replaces: BP 1234 Parent Involvement)

(Adopted: March 1993)

PARENT INVOLVEMENT

The Governing Board recognizes that parents/guardians are their children's first and most influential teachers and that sustained parent/guardian involvement in the education of their children contributes greatly to student achievement and a positive school environment. The Superintendent or designee ~~will~~ shall work with ~~staff and~~ parents/guardians and family members to jointly develop and agree upon policy and strategies to meaningfully involve parents/guardians and family members ~~opportunities at all grade levels for parents/guardians to be involved~~ in district and school activities at all grade levels; advisory, decision-making, and advocacy roles; and activities to support learning at home.

(cf. 1000 - Concepts and Roles)

Parents/guardians will be notified of their rights to be informed about and to participate in their children's education and of the opportunities available to them to do so.

(cf. 5145.6 - Parental Notifications)

The district's local control and accountability plan (LCAP) shall include goals and strategies for parent/guardian involvement and family engagement, including district efforts to seek parent/guardian input in district and school site decision-making and to promote parent/guardian participation in programs for English learners, foster youth, students eligible for free and reduced-priced meals, and students with disabilities. (Education Code 42238.02, 52060)

(cf. 0400 - Comprehensive Plans)

(cf. 0430 - Comprehensive Local Plan for Special Education)

(cf. 0460 - Local Control And Accountability Plan)

(cf. 1100 - Communication with the Public)

(cf. 1220 - Citizen Advisory Committees)

(cf. 0420 - School Plans/Site Councils)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6174 - Education for English Learners)

The Superintendent or designee ~~will~~ shall regularly evaluate and report to the Board on the effectiveness of the school district's parent/guardian and family engagement involvement efforts, including, but not limited to, input from parents/guardians, family members, and school staff on the adequacy of parent involvement opportunities and on barriers that may inhibit parent/guardian participation.

~~Schools Receiving Title I, Title III and/or EIA-SGE Funds~~ **Title I Schools**

~~Each year~~†The Superintendent or designee shall involve parents/guardians and family

members in establishing district expectations and objectives for meaningful parent/guardian and family engagement in ~~identify specific objectives of the district's parent involvement program for schools that receive~~ receiving Title I funding, developing strategies that describe how the district will carry out each activity listed in 20 USC 6318, as contained in the accompanying administrative regulations, and implementing and evaluating such programs, activities, and procedures. ~~He/she will ensure that parents/guardians are consulted and participate in the planning, design, implementation, and evaluation of the parent involvement program.~~ As appropriate, the Superintendent or designee shall conduct outreach to all parents/guardians and family members. (Education Code 11503; 20 USC 6318)

(cf. 2230 - Representative and Deliberative Groups)
(cf. 6171 - Title I Programs)

When the district's Title I, Part A allocation exceeds the amount specified in 20 USC 6318, the Board shall reserve at least one percent of the funding to implement parent/guardian and family engagement activities and shall distribute at least 90 percent of those reserved funds to eligible schools, with priority given to high-need schools as defined in 20 USC 6631. The Superintendent or designee shall involve parents/guardians and family members of participating students in decisions regarding how the district's Title I funds will be allotted for parent/guardian and family engagement activities. (20 USC 6318)

Expenditures of such funds shall be consistent with the activities specified in this policy and shall include at least one of the following: (20 USC 6318)

1. Support for schools and nonprofit organizations in providing professional development for district and school staff regarding parent/guardian and family engagement strategies, which may be provided jointly to teachers, principals, other school leaders, specialized instructional support personnel, paraprofessionals, early childhood educators, and parents/guardians and family members

(cf. 4131, 4231, 4331 - Staff Development)

2. Support for programs that reach parents/guardians and family members at home, in the community, and at school
3. Dissemination of information on best practices focused on parent/guardian and family engagement, especially best practices for increasing the engagement of economically disadvantaged parents/guardians and family members
4. Collaboration, or the provision of subgrants to schools to enable collaboration, with community-based or other organizations or employers with a record of success in improving and increasing parent/guardian and family engagement

5. Any other activities and strategies that the district determines are appropriate and consistent with this policy

If the district also receives funds under federal Title IV, Part E, to coordinate and enhance family engagement programs, the Superintendent or designee shall inform parents/guardians and organizations of the existence of Title IV. (20 USC 6318)

(cf. 5020 - Parents Rights and Responsibilities)

The district's Board policy and administrative regulation containing parent/guardian and family engagement strategies shall be incorporated into the district's LCAP in accordance with 20 USC 6312. (20 USC 6318)

The Superintendent or designee shall ensure that each school receiving Title I funds develops a school-level parent/guardian and family engagement policy in accordance with 20 USC 6318.

District and school-level parent/guardian and family engagement policies and administrative regulations shall be distributed to parents/guardians of students participating in Title I programs and shall be available to the local community. Parents/guardians shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents/guardians can understand. (20 USC 6318)

~~The Superintendent or designee will ensure that the district's parent involvement strategies are jointly developed with and agreed upon by parents/guardians of students participating in federal and state-funded programs. Those strategies will establish expectations for parent involvement and describe how the district will carry out each activity listed in 20 USC 6318.~~

~~The Superintendent or designee will consult with parents/guardians of participating students in the planning and implementation of parent involvement programs, activities, and regulations. He/she also will involve parents/guardians of participating students in decisions regarding how the district's Title I funds will be allotted for parent involvement activities.~~

~~The Superintendent or designee will ensure that each school receiving Title I, Title III, or EIA-SCE funds develops a school-level parent involvement policy in accordance with 20 USC 6318.~~

Non-Title I Schools

The Superintendent or designee shall develop and implement strategies applicable to each school that does not receive federal Title I funds to encourage the involvement and support of parents/guardians in the education of their children, including, but not limited to, strategies describing how the district and schools will address the purposes and goals described in Education Code 11502. (Education Code 11504)

Legal References:

STATE

CALIFORNIA CODE OF REGULATIONS, TITLE 5

18275 Child care and development programs, parent involvement and education

EDUCATION CODE

1150-11505 Programs to encourage parent involvement

48985 Notices to parents in language other than English

51101 Parents Rights Act Of 2002

52060-52077 Local control and accountability plan

54444.1-54444.2 Parent advisory councils, services to migrant children

56190-56194 Community advisory committee, special education

64001 School plan for student achievement, consolidated application program

LABOR CODE

230.8 Time off to visit child's school

FEDERAL

UNITED STATES CODE, TITLE 20

6311 State plan

6312 Local education agency plan

6314 Schoolwide programs

6318 Parent and family engagement

6631 Teacher and school leader incentive program, purposes and definitions

CODE OF FEDERAL REGULATIONS, TITLE 28

35.104 Definitions, auxiliary aids and services

35.160 Effective communications

MANAGEMENT RESOURCES

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATION

Family Engagement Framework: A Tool for California School Districts, 2014

Title I School-Level Parental Involvement Policy

U.S. DEPARTMENT OF EDUCATION PUBLICATION

Parental Involvement: Title I, Part A, non-regulatory Guidance, April 23, 2004

WEBSITE

[California Department of Education, Family, School, Community Partnerships](#)

[California Parent Center](#)
[California State Parent Teacher Association](#)
[CSBA](#)
[National Coalition for Parent Involvement in Education](#)
[National PTA](#)
[Parent Information and Resource Centers](#)
[Parents as Teachers National Center](#)
[U.S. Department of Education](#)

Revised: April __, 2022

Adopted: September 10, 2008

(Replaces: BP 1241 Involvement)

(Adopted: March 14, 2007)

(Replaces: BP 1234 Parent Involvement)

(Adopted: March 1993)

Agenda Item Details

Meeting Date: 2022-04-27 18:30:00

AGENDA ITEM TITLE:

21. 21/22-5092 - BOARD POLICY 6170.1, *TRANSITIONAL KINDERGARTEN*

RECOMMENDATION

The Board of Education is requested to adopt Board Policy 6170.1, *Transitional Kindergarten*, as recommended by the California School Boards Association (CSBA).

Rationale:

As part of the Board of Education's commitment to review and update all MUSD Board Policies and Administrative Regulations, Student Support Services has conducted its annual review of Board Policies and Administrative Regulations and is presenting these policies for review. At the April 13th BOE meeting, the Board received the attached policy for first reading. With no further edits received from the Board of Education, this policy is being presented for adoption.

Background:

School districts receive regular policy updates from the California School Boards Association (CSBA) which are compared to existing policies to determine the extent of modification that is needed. This policy contains revisions as recommended by CSBA for Board Policy 6170.1 , Transitional Kindergarten. The policy update has been reviewed by the appropriate instructional stakeholders prior to presenting them for Board approval. Policy updated to reflect new law (AB 130, 2021) which (1) gradually revises the time spans for mandatory transitional kindergarten (TK) admittance such that, by the 2025-26 school year, children who turn four by September 1 will be eligible for TK, (2) establishes the California Prekindergarten Planning and Implementation Grant Program as an early learning initiative.

ATTACHMENTS

- [6170.1 BP Transitional Kinder.pdf](#)

TRANSITIONAL KINDERGARTEN

The Governing Board desires to offer a high-quality transitional kindergarten (TK) program for eligible children who do not yet meet the minimum age criterion for kindergarten. The TK program shall assist children in developing the academic, social, and emotional skills ~~they~~ needed to succeed in kindergarten and beyond.

The district's TK program shall be the first year of a two-year kindergarten program. (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in ~~program~~ the development, implementation, and evaluation of the district's TK program.

Eligibility

The district's TK program shall admit the children ~~whose fifth birthday is from September 2 through December 2~~ as follows:

1. For the 2021-22 school year, children whose fifth birthday is between September 2 through December 2
2. For the 2022-23 school year, children whose fifth birthday is between September 2 and February 2
3. For the 2023-24 school year, children whose fifth birthday is between September 2 and April 2
4. For the 2024-25 school year, children whose fifth birthday is between September 2 and June 2
5. For the 2025-26 school year, and in each school year thereafter, children who turn four by September 1

(cf. 5111 - Admission)

A child's eligibility for TK enrollment shall not impact family eligibility for a preschool or childcare program. (Education Code 48000).

Parents/guardians of eligible children shall be notified of the availability of the TK program and the age, residency, immunization, and any other enrollment requirements. Enrollment in the TK program shall be voluntary.

~~Upon request of a child's parents/guardians, the district may, or~~ On a case-by-case basis, a child whose fifth birthday is on or before September 1 may be admitted into the district's TK program upon request of a child's parents/guardians, ~~after the~~ if the Superintendent or designee determines that it is in the child's best interest, ~~admit into the district's TK program a child whose fifth birthday is on or before September 1 and who is therefore eligible for kindergarten.~~

At any time during the school year, ~~the~~ the district may admit into the TK program a child whose ~~will have his/her~~ fifth birthday is after ~~December 2~~ the date specified for admittance for the applicable year as described above, provided that the Superintendent or designee recommends that enrollment in a TK program in in the child's best interest and the child's parents/guardians approve. Prior to such enrollment, the child's parents/guardians shall be provided information regarding the advantages and disadvantages and any other explanatory information about the effect of early admittance. (Education Code 48000) ~~, but during that same school year, with the approval of the parent/guardian, provided that:~~

- ~~1. The Governing Board determines that the admittance is in the best interests of the child; and~~
- ~~2. The parent/guardian is given information regarding the advantages and disadvantages and any other explanatory information about the effect of early admittance.~~

(cf. 5123 - Promotion/Acceleration/Retention)

Curriculum and Instruction

The district's TK program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)

The program shall be aligned with the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education (CDE). It shall be designed to facilitate students' development in essential **knowledge and** skills related to language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

The Board shall ~~fix~~ **establish** the length of the school day in the district's TK program, which shall be at least three hours but no more than four hours ~~long~~ **except for TK** students enrolled in expanded learning opportunity programs provided by the district pursuant to Education Code 46120. If the district has adopted an extended-day kindergarten, the length of the school day for the TK program may be different than the length of the school day for the kindergarten program either at the same or different school sites. The Superintendent or designee shall annually report to CDE as to whether the district's TK programs are offered full day, part day, or both. (Education

Code 8973, 37202, 46111, 46115, 46117, 48003)

The Superintendent or designee shall develop a plan for how all children in the attendance area of the district will have access to full-day learning programs the year before kindergarten that meet the needs of parents/guardians, including through partnerships with the district's expanded learning offerings, the After-School Education and Safety Program, the California State Preschool Program (CSPP), Head Start programs, and other community-based early learning and care programs. The Superintendent or designee shall present such plan for consideration by the Board at a public meeting on or before June 30, 2022. (Education Code 8281.5)

TK students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

TK students may be commingled in the same classroom with four-year-old students from a CSPP program as long as the commingled program meets all of the requirements of each program as well as the following requirements: (Education Code 8207, 48000):

1. The classroom does not include students enrolled in TK for a second year or students enrolled in a regular kindergarten
2. An early childhood environment rating scale, as specified in 5 CCR 18281, is completed for the classroom
3. All children enrolled for 10 or more hours per week are evaluated using the Desired Results Developmental Profile, as specified in 5 CCR 18272
4. The classroom is taught by a teacher that holds a credential issued by the Commission on Teacher Credentialing in accordance with Education Code 44065 and 44256
5. The classroom is in compliance with the adult-child ratio specified in Education Code 8241
6. Contractors of the district report the services, revenues, and expenditures for children in the preschool program in accordance with 5 CCR 18068 except for contractors of the TK program

The district shall maintain an average TK class enrollment of not more than 24 students for each school site. (Education Code 48000)

(cf. 5148 - Preschool/Early Childhood Education)
(cf. 6011 - Academic Standards)
(cf. 6111 - School Calendar)
(cf. 6112 - School Day)
(cf. 6141- Curriculum Development and Evaluation)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

Staffing

The Superintendent or designee shall ensure that teachers assigned to teach in TK classes possess a teaching credential or permit from the Commission on Teacher Credentialing (CTC) that authorizes such instruction.

A credentialed teacher who is first assigned to a TK class after July 1, 2015, shall, by August 1, 2023, have at least 24 units in early childhood education and/or child development, comparable **professional** experience in a preschool setting, and/or a child development teacher permit issued by the CTC. (Education Code 48000)

(cf. 4112.2 - Certification)

The Superintendent or designee may provide professional development as needed to ensure that TK teachers are knowledgeable about the standards and effective instructional methods for teaching young children, **including, but not limited to, developing competencies in serving inclusive classrooms and dual language centers.**

The district shall, commencing with the 2022-23 school year, maintain an average of at least one adult for every 12 students for TK classrooms and, contingent upon an appropriation of funding, maintain an average of at least one adult for every 10 students commencing with the 2023-24 school year. (Education Code 48000)

Continuation to Kindergarten

Students who complete the TK program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed Kindergarten Continuance Form for kindergarten attendance.

However, whenever children who would otherwise be age-eligible for kindergarten are enrolled in TK, the Superintendent or designee shall obtain a Kindergarten Continuance Form signed by the parent/guardian near the end of the TK year consenting to the child's enrollment in kindergarten the following year.

A student shall not attend more than two years in a combination of TK and kindergarten. (Education Code 43000)

Assessment

The Superintendent or designee may develop or identify appropriate formal and/or

informal assessments of TK students' development and progress. ~~He/she~~ **The Superintendent or designee** shall monitor and regularly report to the Board regarding program implementation, and the progress of students in meeting related academic standards, and student preparedness for future education.

Legal References:

STATE

EDUCATION CODE:

37202 Equal time in all schools
 44258.9 County superintendent review of teacher assignment
 46111 Kindergarten, hours of attendance
 46114-46119 Minimum school day, kindergarten
 46300 Method of computing average daily attendance
 48000 Minimum age of admission for kindergarten; transitional kindergarten
 48002 Evidence of minimum age required to enter kindergarten or first grade
 48003 Kindergarten annual report
 48200 Compulsory attendance
 8235 California State Preschool Program
 8970-8974 Early primary program, including extended-day kindergarten
 8973 Extended-day kindergarten

MANAGEMENT RESOURCES

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATION

California Preschool Curriculum Framework, Vol. 1, 2010
 California Preschool Curriculum Framework, Vol. 2, 2011
 California Preschool Curriculum Framework, Vol. 3, 2013
 California Preschool Learning Foundations, Vol. 1, 2008
 Desired Results Developmental Profile, 2015
 Transitional Kindergarten FAQs
 Transitional Kindergarten Implementation Guide: A Resource for California Public School District Administrators and Teachers, 2013
 California Preschool Learning Foundations, Vol. 2, 2010
 California Preschool Learning Foundations, Vol. 3, 2012

CSBA PUBLICATION

What Boards of Education Can do About Kindergarten Readiness, Governance Brief, May 2016

WEBSITE

Transitional Kindergarten California
California kindergarten Association
Commission on Teacher Credentialing
CSBA
California Department of Education

Revised: April ____,2022

Revised: August 26, 2015
Adopted: May 23, 2012

Agenda Item Details

Meeting Date: 2022-04-27 18:30:00

AGENDA ITEM TITLE:

22. 21/22-5093 – AGREEMENT FOR LEGAL SERVICES BETWEEN ATKINSON, ANDELSON, LOYA, RUUD & ROMA (AALRR) AND MONROVIA UNIFIED SCHOOL DISTRICT

RECOMMENDATION

The Board of Education is requested to approve a legal services agreement with Atkinson, Andelson, Loya, Ruud & Roma (AALRR) for legal consultative services as needed for the period of April 28, 2022, through March 31, 2023.

Rationale:

The District utilizes legal representation for a number of matters, including but not limited to employment issues, student services and contractor and construction service. AALRR will serve in a similar capacity on an as needed basis. The Firm agrees to provide consultative services to Monrovia Unified School District, including representation in administrative and court proceedings. This agreement serves as a retainer for their services.

Budget Implication (\$ Amount):

Hourly rates for legal fees and services are indicated in the attached agreement.

Legal References:

Public Law 94-142; Education Code sections 56361, 56365, 56366, and 56740; and Title 5 CAC 3061 and 3062.

Additional Information:

A copy of the agreement with AALRR is attached.

ATTACHMENTS

- [2022-23 Monrovia USD Agreement for Special Services.pdf](#)

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the “Agreement”) is made this 28th day of April, 2022, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as the “Law Firm,” and MONROVIA UNIFIED SCHOOL DISTRICT, hereinafter referred to as “District.”

II. RECITALS; PURPOSE; MATTERS

The District desires to retain and engage the Law Firm to perform legal and, upon request, non-legal consultant services on the District’s behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. The Law Firm agrees to provide such services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be April 28, 2022, through March 31, 2023. For the period April 28, 2022, through March 31, 2023, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

Senior Partners	\$315.00
Partners/Senior Counsel	\$285.00
Senior Associates	\$275.00
Associates	\$265.00
Electronic Technology Litigation Specialist	\$255.00
Non-Legal Consultants	\$240.00
Senior Paralegals/Law Clerks	\$180.00
Paralegals/Legal Assistants	\$170.00

The Law Firm shall bill in quarter-hour increments. A fixed rate may be established for specially identified projects, subject to prior approval by the District.

B. In addition, the District hereby agrees to pay a 5% per month administrative charge calculated and based on monthly fees billed to cover related operational expenses incurred by the Law Firm. This administrative fee is in lieu of charging the District for Westlaw,

photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage. This does not include items listed in paragraph D below.

C. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

D. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent's or designee's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals \$2,000.00 or less. Typical cost advances include, but are not limited to, messenger fees, travel costs, bonds, witness fees, overnight delivery, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

E. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from the District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

F. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

G. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

H. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law

Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

I. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;

3. Upon the failure of the District to perform any of the District's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of the District to perform any of the District's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of the District.

J. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

K. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

L. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IV. SPECIALIZED LEGAL SERVICES

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, intellectual property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, trademark, non-profit organizations, immigration, law enforcement/use of force, criminal/white collar, and appellate law, the District agrees to pay the Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

V. RELATED POST-INVESTIGATION SERVICES

If an attorney who conducted an investigation for the District is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration or any other proceeding, because of services rendered under this Agreement, and/or if the investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for the District, the District agrees to pay the Law Firm for all time expended (including preparation time) at the investigating attorney's then current regular hourly rate and to reimburse the Law Firm for reasonable costs and expenses incurred.

VI. CONSENT TO JOINT REPRESENTATION

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall provide the District with a written disclosure of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the District, and shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph, and to execute such written consent on behalf of the Board and District.

VII. SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL CONSULTANTS

The Law Firm has an affiliation with non-legal education consultants who are available to assist the District in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, special education, student discipline, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purposes of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of its choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

VIII. CONSENT TO LAW FIRM COMMUNICATION

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

IX. IDENTIFICATION OF INSURANCE COVERAGE

With respect to insurance coverage for any matters covered by the scope of services under this Agreement, the District agrees that it is its own responsibility, rather than the Law Firm's responsibility, to identify potential insurance coverage for the District and to tender legal matters to any appropriate insurance companies that may insure it. If the District desires that the Law Firm become involved in identifying potential insurers and/or the tender of legal disputes, then a separate written agreement between the District and the Law Firm to that effect will be required.

X. BINDING ARBITRATION

If any dispute arises out of, or related to, a claimed breach of this Agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

XI. DURATION

This Agreement shall be effective April 28, 2022, through March 31, 2023, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

XII. EXECUTION DATE

This Agreement is entered into this 28th day of April, 2022.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: _____

By: _____
JAMES C. ROMO

“District”

MONROVIA UNIFIED SCHOOL DISTRICT

Dated: _____

By: _____

Agenda Item Details

Meeting Date: 2022-04-27 18:30:00

AGENDA ITEM TITLE:

1. 21/22-1093 - PARTNERSHIP WITH THE UNIVERSITY OF WASHINGTON'S CENTER FOR EDUCATIONAL LEADERSHIP

RECOMMENDATION

The Board of Education is requested to approve an agreement with the University of Washington's Center for Educational Leadership (CEL) for nine (9) days of professional development for administrators and instructional coaches during the 2022-23 school year.

Motion by _____, seconded by _____, Vote _____

Board Member Travanti____, Board Member Hammond____, Board Member Anderson____,

Board Member Gholar____, Board President Lockerbie_____

Rationale:

The Center for Educational Leadership (CEL) will be providing nine (9) days of professional development to help leaders create equitable student experiences and outcomes. The objectives of the training include: (1) generating a shared understanding of student-centered instructional practice in five key areas (purpose, student engagement, curriculum and pedagogy, and assessment for student learning) with the 5 Dimensions of Teaching and Learning Framework to create more responsive teacher learning opportunities, (2) improving the quality of teaching and learning opportunities and outcomes, and (3) building instructional leadership across a team of educators in to create more sustainable opportunities for student engagement and learning.

Background:

The professional development will include five individual days of whole group learning institutes and four days of learning walkthrough sessions in cohorts with the CEL facilitator throughout the school year. While in cohorts, Monrovia Unified School District administrators will be broken down into small teams to visit schools to be provided with structured opportunities to collaboratively improve their classroom observation and analysis of classroom instruction to provide strengths-based, evidence-driven teacher feedback and determine teacher professional learning needs while using the 5 Dimensions of Teaching and Learning Framework.

Budget Implication (\$ Amount):

The total cost of the professional development and CEL services is \$39,175., and will be paid from the Expanded Learning Opportunities Grant.

Legal References:

Education Code 17604 requires that all contracts and agreements be approved or ratified by the Board of Education.

Additional Information:

A copy of the agreement is attached.

ATTACHMENTS

- [CEL Monrovia Unified School District - 2022-23.pdf](#)

AGREEMENT TO PROVIDE SERVICES

On this **31st day of March 2022**, **the Center for Educational Leadership** (CONSULTANT) and **Monrovia Unified School District** (DISTRICT) agree to the following:

1. The CONSULTANT shall perform the following services: (attach additional page if necessary) **see attached scope of services.**
2. Consideration and Conditions of Payment:
 - a. In consideration for services provided under the terms of this agreement the DISTRICT shall pay the CONSULTANT **Thirty-nine thousand one hundred seventy-five dollars (\$39,175).**
 - b. Payments shall be made by the DISTRICT within 45 days of date of invoice upon presentation of an invoice by the CONSULTANT.
 - c. All services provided under this agreement shall be performed to the satisfaction of the DISTRICT, and no payment shall be made for any portion of this project not performed in a satisfactory manner.
 - d. The DISTRICT and CONSULTANT agree that services will be delivered virtually if in-person delivery is not possible due to travel restrictions from either party.
3. This Agreement shall become effective **July 1, 2022**, and shall terminate on **June 30, 2023.**
4. This Agreement may be canceled prior to termination date shown in Section 3. above by either of the parties upon written notice and without showing cause. In the event that this Agreement or any of the services outlined in section 1. above are canceled prior to the termination date specified in section 3, the CONSULTANT shall be entitled to payment as follows:
 - a. If cancelled prior to 90 days of the scheduled date(s) of service then DISTRICT will have no obligation to pay for the day(s) of service including the daily rate, travel, project management and overhead.
 - b. If cancelled between 60-90 days of the scheduled date(s) of service then DISTRICT will be obligated to pay for 50% of the cost of the day(s) of service including the daily rate, travel, project management and overhead.
 - c. If cancelled within 60 days of the scheduled date(s) of service then DISTRICT will be obligated to pay for 100% of the cost of the day(s) of service including the daily rate, travel, project management and overhead.
5. The CONSULTANT herein expressly waives to the DISTRICT any claim to copyright pertaining to all materials, publications, and documents, produced as a result of this agreement and agrees that the DISTRICT shall have exclusive responsibility for their distribution, publication, copyrighting (when applicable), and all other matters relating to dissemination of the materials.
6. The CONSULTANT shall neither assign nor transfer any part of his/her interest in this agreement without the express written consent of the DISTRICT.
7. No changes may be made in the terms or conditions of this agreement, except by the mutual written consent of the parties hereto.
8. No payment or reimbursement shall be made under this agreement for any services performed or expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule or regulation.
9. Payment for services under this agreement shall be reported to the Internal Revenue Service, as required.

Consultant Signature Date

Center for Educational Leadership

Consultant Name (Please print)

Center for Educational Leadership
University of Washington
Campus Box 358731
Seattle, WA 98195
206-221-6881

91-6001537

Federal Tax ID Number

Superintendent/Administrator Signature Date

Superintendent/Administrator Name (Please print)

Please note
In order to be given priority for scheduling and staffing:

- Contracts should be returned within 30 days or by May 31, 2022 whichever is soonest
- Dates for work should be scheduled within three weeks from contract execution and return

Monrovia Unified School District - Instructional Leadership Academy

Proposal created: January 14, 2022

Center for Educational Leadership
UW College of Education
Campus Box 358731, 222 Miller Hall
Seattle WA 98195

Proposal created by:
Jennifer McDermott
jennmcd@uw.edu

OVERVIEW

The University of Washington Center for Educational Leadership (CEL) supports school systems with contextualized professional learning to help leaders create equitable student experiences and outcomes. After learning about Monrovia Unified School District's goals, CEL proposes to support Monrovia Unified School District in the 2022-23 school year to further develop equity-centered, learning-focused leaders who make students happy, proud, and inspired to realize their limitless futures.

Research continues to highlight the importance of principal performance for student learning. Through our Instructional Leadership Academy, your professional learning experience will focus on developing the knowledge, mindsets, and skills of school leaders to improve instructional leadership effectiveness.

The academy follows from CEL's theory of action that student social, emotional, and academic learning will not improve until the quality of teaching improves, and that the quality of teaching will not improve until leaders understand what constitutes high-quality instruction and learning environments, along with the role leaders play in improving instructional practice, learning environments, and student learning.

Partnership outcomes:

Participants will develop:

- Nonjudgmental methods for observing and analyzing instruction, including improved ability to discern inequities in student learning
- Transformative skills in providing strengths-based, evidence-driven feedback
- Strategies to support teacher learning based on the current state of teachers' learning culture
- A collaborative professional learning community with shared language and vision for equity, student learning, and high-quality instruction
- A broader, deeper culture of public practice

We outline our fees and approach below.

PROFESSIONAL LEARNING	DAYS (QUANTITY)	PRICE
Instructional Leadership Academy	9	\$38,475.00
Materials: Walkthrough Basics	20	\$460.00
Materials: Supporting Teacher Learning	20	\$240.00

TOTAL	\$39,175.00
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DESCRIPTION

Activity: Whole group learning institutes

5 days: 1 group for 5 days with 1 CEL facilitator

- A one-day opening institute focusing on key concepts of instructional leadership along with key practices, including observation and analysis of instruction based on relevant state standards. Participants will strengthen the connections between understanding student experience and equity.
- A one-day mid-program institute in which participants share their learning and reinforce key skills
- A two-day final institute on targeted feedback, to develop participants' proficiency in providing just-in-time, useful teacher feedback designed to improve the quality of teaching and learning
- A one-day institute to support TOSAS on key concepts and practices.

Activity: Cohort Learning Walkthroughs

4 days: 4 learning walkthrough sessions for 1 cohort with 1 CEL facilitator

- Embedded opportunities for cohorts of leaders to collaboratively improve their observation and analysis of classroom instruction
- Small-group school visits focus on developing a common language for instruction and strengthening instructional leadership skills, including observing and analyzing classroom instruction and determining teacher professional learning needs

Unless otherwise specified, the cost of this proposal is based on in-person rates. Invoices will be adjusted to reflect virtual rates for any work that happens virtually.

KEY CONTACTS

Partnership Sponsor - Ryan Smith - ryansmith@monroviashools.net

CEL Partnership Manager - Jennifer McDermott - jennmcd@uw.edu

CEL Contracts - Mindy Dotson - mjdotson@uw.edu

CENTER *for*
 EDUCATIONAL LEADERSHIP

UNIVERSITY OF WASHINGTON • COLLEGE OF EDUCATION

Agenda Item Details

Meeting Date: 2022-04-27 18:30:00

AGENDA ITEM TITLE:

2. 21/22-1096 - AGREEMENT WITH LEARNER-CENTERED COLLABORATIVE (LCC)

RECOMMENDATION

The Board of Education is requested to approve an agreement with Learner-Centered Collaborative (LCC) to collaborate with MUSD leadership to perform a series of foundational activities that will contribute to the development of the MUSD Strategic Plan.

Motion by _____, seconded by _____, Vote _____

Board Member Travanti____, Board Member Hammond____, Board Member Anderson____,

Board Member Gholar____, Board President Lockerbie_____

Rationale:

LCC will collaborate with Monrovia USD's leadership to identify key stakeholders who will make up a Guiding Coalition. The Guiding Coalition will include district and site administrators, teachers, classified staff, students, families, and community leaders. Primary responsibilities include monitoring goals and outcomes, ensuring alignment to the North Star (including the district vision, mission, and focus areas), identifying success indicators for this project, and managing communications. These activities will contribute to the development of the MUSD Strategic Plan.

Background:

Learner-Centered Collaborative is driven by their mission to partner with educators to define whole-learner outcomes, design meaningful learning experiences, and create the enabling conditions for their unique journey to inclusive and equitable learner-centered education. As the District begins the process of developing a Strategic Plan, it will be important to have an experienced organization such as LCC to assist with the development process. LCC has worked with several districts across the country on their strategic planning initiatives and is a well-known and respected consultant. LCC's Chief Impact Officer, Katie Martin, was the keynote speaker at the district's all-staff in-service at the start of the school year. The District's Instructional Leadership Team (i.e. principals, assistant principals, and district administrators) engaged in a book study of Katie's latest book; the Board of Education has received a copy as well.

Budget Implication (\$ Amount):

The total cost of this contract is \$50,000 and will be paid from the Expanded Learning Opportunities Grant (ELO).

Additional Information:

A copy of the proposed agreement is attached.

ATTACHMENTS

- [2022 Learner Centered Collaborative Agmt.pdf](#)

MASTER SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “**Agreement**”), dated as of April 28, 2022 (the “**Effective Date**”), is by and between Learner-Centered Collaborative, a Delaware nonprofit organization, (“**LCC**”) and Monrovia School District (“**Customer**” and together with LCC, the “**Parties**,” and each a “**Party**”).

BACKGROUND

WHEREAS, LCC has the capability and capacity to provide to schools, school districts and other education agencies a variety of strategic consulting services to enable its customers to implement learner-centered change, empower learners with agency, enable learners to reach their full potential and succeed in their strategic priorities.

WHEREAS, Customer desires to retain LCC to provide certain services, and may desire in the future to retain LCC to provide modified or additional services.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Services. LCC shall provide to Customer the services (the “**Services**”) set out in one or more statements of work to be issued by Customer and accepted by LCC (each, a “**Statement of Work**”). The initial accepted Statement of Work is attached hereto as Exhibit A.

2. LCC Obligations. LCC shall:

2.1 Designate a primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the “**LCC Contract Manager**”), and notify Customer of any change in the LCC Contract Manager..

2.2 Maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent by LCC in providing the Services. During the Term and for a period of five (5) year[s] thereafter, upon Customer’s written request, LCC shall provide copies of such records in connection with the provision of the Services; provided that Customer provides LCC with at least ten (10) business of the planned inspection,

2.3 **Customer Obligations.** Customer shall:

(a) Designate one of its employees to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**Customer Contract Manager**”), and notify LCC of any change in the Customer Contract Manager.

(b) Cooperate with LCC in its performance of the Services and provide access to Customer’s premises, employees, contractors, and equipment as required to enable LCC to provide the Services, subject to LCC’s compliance with any applicable rules and regulations of Customer with respect thereof.

3. Fees.

3.1 In consideration of the provision of the Services by the LCC and the rights granted to Customer under this Agreement, Customer shall pay the fees set out in the applicable Statement of Work. Payment to LCC of such fees and the reimbursement of expenses pursuant to this Section 3 shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Statement of Work, said fee will be payable within thirty (30) days of receipt by the Customer of an invoice from LCC.

3.2 Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder; provided, that, in no event shall Customer pay or be responsible for any taxes imposed on, or regarding, LCC's income, revenues, gross receipts, personnel, or real or personal property or other assets.

3.3 In addition to all other remedies available under this Agreement or at law (which LCC does not waive by the exercise of any rights hereunder), LCC shall be entitled to suspend the provision of any Services if the Customer fails to pay any undisputed amounts when due hereunder and such failure continues for thirty (30)] days following written notice thereof.

4. Limited Warranty and Limitation of Liability.

4.1 LCC warrants that it shall perform the Services:

(a) In accordance with the terms and subject to the conditions set out in the respective Statement of Work and this Agreement.

(b) Using personnel of skill, experience, and qualifications in accordance with generally recognized industry standards.

(c) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

4.2 LCC's sole and exclusive liability and Customer's sole and exclusive remedy for a breach of this warranty shall be as follows:

(a) LCC shall use reasonable commercial efforts to promptly cure any such breach; provided, that if LCC cannot cure such breach within a reasonable time (but no more than ninety (90) days) after Customer's written notice of such breach, Customer may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 8.2 below.

(b) In the event the Agreement is terminated pursuant to 5.2(a) above, LCC shall within sixty (60) days after the effective date of termination, refund to Customer any fees paid by the Customer as of the date of termination for the Service or Work Product (as defined in Section 6 below), less a deduction equal to the fees for receipt or use of such Work Product or Service up to and including the date of termination on a prorated basis.

(c) The foregoing remedy shall not be available unless Customer provides written notice of such breach within 30 days after delivery of such Service or Deliverable to Customer.

4.3 LCC MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 5.1, ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

5. Intellectual Property.

5.1. As used herein, “Intellectual Property Rights” shall mean, means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights and any derivatives, and all similar or equivalent rights or forms of protection in any part of the world.

5.2 All Intellectual Property Rights in and to all Work Product shall be solely and exclusively owned by Customer and, to the extent they may so qualify, shall be deemed as “work made for hire” as defined in 17 U.S.C. § 101. To the extent that the foregoing sentence does not vest in Customer such Intellectual Property Rights in and to such Work Product, LCC hereby irrevocably assigns to Customer, and shall cause its personnel to irrevocably assign to Customer, in each case without additional consideration, all right, title, and interest throughout the world in and to such Work Product, including such Intellectual Property Rights therein, except as any such right, title, or interest may be limited by Section 5.3 below. LCC hereby irrevocably waives, and shall cause its personnel to irrevocably waive, to the extent permitted by applicable Law, any and all claims they may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral with respect to such Work Product. LCC shall have no right or license to use any Work Product except solely during the Term to the extent necessary to provide the Services to Customer. All other rights in and to the Work Product are expressly reserved by Customer.

5.3 LCC and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by LCC in connection with performing the Services, in each case developed or acquired by LCC prior to or after the commencement of the Initial Term or independently of this Agreement (“**Strategic Materials**”) including all Intellectual Property Rights therein. LCC hereby grants Customer a license to use all Intellectual Property Rights in the Strategic Materials free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, and royalty-free basis during the Term and thereafter to the extent necessary to enable Customer to make reasonable use of the Services. All other rights in and to the Strategic Materials are expressly reserved by LCC.

5.4 Customer agrees that LCC may take photographs, video or other media (“**Media**”) in the course of providing virtual or in-person Services. Customer hereby grants LCC permission to use the Media in any and all of its publications, including website entries, social

media and promotional brochures/fliers, without prior notice, payment or other consideration to Customer for internal purposes or for the purpose of marketing or promoting its Services. LCC will provide copies of all Media to Customer upon request and Customer may use such Media for any purpose.

6. Confidentiality. From time to time during the Term of this Agreement, either Party (as the “**Disclosing Party**”) may disclose or make available to the other Party (as the “**Receiving Party**”), non-public, proprietary, and confidential information of Disclosing Party (“**Confidential Information**”); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party’s breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party’s possession prior to Disclosing Party’s disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party’s Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party’s Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party’s Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party’s sole cost and expense, a protective order or other remedy. For purposes of this Section 7 only, Receiving Party’s Group shall mean the Receiving Party’s affiliates and its or their employees, officers, directors, independent contractors, subcontractors, attorneys, accountants, and financial advisors.

7. Term, Termination, and Survival.

7.1 This Agreement shall commence as of the Effective Date and shall continue in effect unless terminated by either party upon ninety (90) days written notice, unless sooner terminated pursuant to Section 8.2 or Section 8.3. Any individual Statement of Work shall terminate upon the completion of Services provided thereunder.

7.2 Either Party may terminate this Agreement, effective upon written notice to the other Party (the “**Defaulting Party**”) if the Defaulting Party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.

7.3 Notwithstanding anything to the contrary in Section 8.2, LCC may terminate this Agreement before the expiration date of the Term on written notice if Customer fails to pay any amount when due hereunder: (a) and such failure continues for sixty (60) days

after Customer's receipt of written notice of nonpayment; or (b) more than three time[s] in any 12-month period;

7.4 The rights and obligations of the Parties set forth in this 8.4 and in Section[s] 5, 6, 8 and [x], and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

8. Limitation of Liability.

8.1 IN NO EVENT SHALL LCC BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT LCC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

8.2 IN NO EVENT SHALL LCC'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO LCC/PURSUANT TO THE APPLICABLE STATEMENT OF WORK/IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM]

9. Entire Agreement. This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. [The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of this Agreement shall supersede and control.]

10. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "**Notice**," and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this 12.

Notice to Customer:

Monrovia School District

Attention: Ryan Smith, Superintendent
325 E Hunginton Dr.
Monrovia, CA 91016
rsmith@monroviashools.net
626-471-2010
49 Stevenson Street, Suite 1000
San Francisco, CA 94105
Attention: General Counsel

Notice to LCC:

11. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction,

12. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement] and signed by [an authorized representative of] each Party.

13. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by LCC shall be under its own control, Customer being interested only in the results thereof. The LCC shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet the Customer's final approval and shall be subject to the Customer's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15. Choice of Law. This Agreement and all related documents [including all exhibits attached hereto], and all matters arising out of or relating to this Agreement, whether sounding in

contract, tort, or statute] are governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to the conflict of laws provisions thereof.

16. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

17. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the Customer to make payments to LCC hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") [reasonable] control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; and (i) other [similar] events beyond the [reasonable] control of the Impacted Part. In the event that LCC is unable to provide any Services in-person as a result of any public health restrictions imposed by any governmental authority, it shall, at its option, have the right to perform the Services via remote technology instead, to the extent reasonably practicable, and shall remain entitled to payment of the fees for such services as set forth in the applicable Statement of the Work.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

CUSTOMER:

Monrovia School District

By_____

Name: Ryan Smith

Title: Superintendent

LCC:

LEARNER-CENTERED COLLABORATIVE

By_____

Name: Devin Vodicka

Title: CEO

[SIGNATURE PAGE TO SERVICES AGREEMENT

EXHIBIT A

INITIAL STATEMENT OF WORK

Statement of Work #1

This Statement of Work #1 (“**SOW**”), adopts and incorporates by reference the terms and conditions of the master agreement (“**Master Agreement**”), which was entered into on April 28, 2022, between Learner-Centered Collaborative (“LCC”) and Monrovia School District (“**Customer**,” and together with LCC, the “**Parties**,” and each, a “**Party**”), as it may be amended from time to time. This SOW is effective beginning on July 1, 2022 [(“**Effective Date**”)] and will remain in effect until the completion of the Services to be provided under the SOW ((“**Expiration Date**”), unless earlier terminated in accordance with the Master Agreement. Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the Master Agreement. Capitalized terms used but not defined in this SOW shall have the meanings set out in the Master Agreement.

The Services to be provided under this SOW are as described as follows;

Assemble a Guiding Coalition

LCC will collaborate with Monrovia USD’s leaders to identify key stakeholders who will make up a Guiding Coalition. The Guiding Coalition will include district and site administrators, teachers, classified staff, students, families, and community leaders. Primary responsibilities include monitoring goals and outcomes, ensuring alignment to the North Star (including the district vision, mission and focus areas), identifying success indicators for this project, and managing communications. These activities will contribute to development of the Monrovia Strategic Plan.

For the 22–23 School Year, the Guiding Coalition will:

- **Define the Monrovia Learner Profile (North Star)** to identify and define desired competencies of a Monrovia Learner.* Deliverable/s will include:
 - A branded graphic with icons
 - Draft competencies for K-12
 - **To learn more about our partnership with Logan County Schools to help create and realize a Learner Profile, click [here](#).*
- **Define the expanded Success Metrics that align to the Learner Profile** to support the alignment and implementation of the Monrovia Learner Profile, by working with the guiding coalition to create a scorecard. Deliverable/s will include:

- Monrovia Scorecard
- **Define Monrovia USD’s unique Learning Model**, ensuring the experiences students receive will support the achievement of the learner profile. Deliverables will include:
 - Branded graphic with icons
 - Alignment of existing (and desired) programs, partnerships, resources, and curricula; this may include incorporating the 5D Instructional Framework and/or other existing models.
 - Creation of Monrovia’s Framework for the Future–production of a Framework for the Future document for broad distribution and graphics to share Monrovia USD’s Learner Profile, Success Metrics, and Learning Model.

Touchpoints

- (In person) Learner Profile:
 - 2, 2 hour meeting
- (In Person) Success Metrics:
 - 1, 2 hour meeting with the Guiding Coalition and 2 virtual feedback sessions with guiding coalition
- (In person) Learning Model:
 - 2, 2 hour meeting
- Virtual Project Lead Check-in:
 - Bi monthly, 30 minute planning calls with district and school leaders
 - Virtual check ins with smaller groups as needed

Facilitate Student Forums

The heart of learner-centered education is to listen to our learners. LCC will facilitate 2 student forums to achieve the following outcomes:

- Pre-forum: Students complete “[learner outcomes self-assessment](#)”
- Forum 1: Use an empathy interview process + a “Start, Stop, Continue” protocol to gain insights into the current reality of schooling.
- Forum 2: Provide opportunities for students to react and provide feedback on the proposed Monrovia Learner Profile.

Deliverable/s will include:

- Executive summary of strengths and opportunities from the student perspective

Touchpoints:

- Pre-forum, asynchronous deployment of survey to students (LCC will provide unique link)
- Forum 1, ½ day in person
- Forum 2, ½ day in person

Executive Alignment and Briefings

LCC will facilitate Quarterly executive alignment meetings and deliver quarterly briefings to:

- Share progress updates
- Review the development of Monrovia’s learner-centered framework
- Share opportunities for continued support
- Includes written summary for broader community sharing and inputs into the development of the Monrovia Strategic Plan.

Touchpoints | All Virtual

- 4, 90 minute meetings

Phase 1 Pricing	Price
Facilitate Student Forums	\$10,000
Guiding Coalition Work: <ul style="list-style-type: none">• Define the Learner Profile• Define Success Metrics• Define the Learning Model	\$42,000
Executive Alignment and Briefings	\$6,000

TOTAL	\$58,000
DISCOUNT	(\$8,000)
REVISED TOTAL	\$50,000

All work will be invoiced on July 1, 2022 and payment will be due within 30 days of receipt of the invoice. The term of this Agreement begins the Effective Date and continues until June 30, 2023 (the "Term").

IN WITNESS WHEREOF, the Parties hereto have executed this SOW as of the date first above written.

CUSTOMER:

Monrovia School District

By _____

Name: Ryan Smith

Title: Superintendent

LCC:

LEARNER-CENTERED COLLABORATIVE

By _____

Name: Devin Vodicka

Title: CEO

[SIGNATURE PAGE TO STATEMENT OF WORK]

Agenda Item Details

Meeting Date: 2022-04-27 18:30:00

AGENDA ITEM TITLE:

3. 21/22-2133 - AGREEMENT WITH CALIFORNIA IT IN EDUCATION (CITE) FOR JOINT EDUCATION TECHNOLOGY (JET) REVIEW

RECOMMENDATION

The Board of Education is requested to approve an agreement with CITE (California IT in Education) for services to evaluate the current Technology Department structure, policies, and procedures.

Motion by _____, seconded by _____ Vote _____
Board Member Travanti __, Board Member Hammond __, Board Member Anderson __,
Board Member Gholar _____, Board President Lockerbie _____

Rationale:

COVID-19's pandemic has hastened the expansion of the use of technology and learning across all levels of education. The pandemic demanded innovation and the digital transformation of the use of technology in education.

Background:

Computer Using Educators (CUE) and California IT in Education (CITE) have partnered to provide California school districts with a Joint Educational Technology (JET) Review Program. These two organizations are uniquely qualified to provide this type of review based on the membership of each organization and the experienced staff. Review teams are experienced, professional, and qualified to help districts evaluate their technology needs. They are working professionals in California schools with the knowledge needed to guide districts in the best practices for the use of technology in their organizations. The Review Team will conduct a comprehensive analysis of the District's state of technology including leadership, hardware, software, department staffing, and technology use. The team will interview principals, department directors, and District staff to gather data on the software applications and hardware utilized, analyze the District's technology master plan with an emphasis on the integration with the Local Control Accountability Plan (LCAP), analyze the status of project management, infrastructure planning, deployment, and maintenance, help desk system and ticketing process, website development and support with an emphasis on content management, hardware installation and setup, application software used at the District office and site levels, a review of job descriptions, skill level, and staffing of the technology department, including any site-level support, review of the life-cycle management of devices including acquisition, disposal, and inventory management, review the network design for systems and data safeguards as well as review the planning used to ensure that hardware and software assets are up to date.

Budget Implication (\$ Amount):

The total cost is not to exceed \$35,000 and will be paid through Federal ESSER II

one-time funds.

Legal References:

California Education Code 17604 states that a contract and/or agreement is not valid until approved by the Board of Education.

Additional Information:

A copy of the agreement is attached.

ATTACHMENTS

- [BA Item 2133\(b\) Agreement with California IT in Education \(CITE\) 4-27-22.pdf](#)

Joint Education Technology Review Agreement

This agreement is made and entered into on May 1, 2022, by and between California IT in Education, a Non-Profit Public Benefit Corporation (“CITE”), and Monrovia Unified District (“District”), referred to herein collectively as the “Parties.”

1. Purpose

- a. The Joint Ed Tech (JET) Review Team provides a variety of services to California schools (LEAs). The District has requested that CITE assemble a review team to perform an analysis of district operations.

2. Obligations of the JET Review Team

- a. The JET Review Team will engage with the District to follow the Scope of Work in Appendix A.
- b. The JET review Team will track the hours worked on the project and provide those hours to CITE for billing.
- c. CITE will invoice the District for 50% of the total estimated costs upon signing this document.

3. Obligations of Monrovia Unified School District

- a. The District will engage with the JET Review Team to assist in the completion of the Scope of Work in Appendix A.
- b. The District agrees to pay \$100 per hour, per team member. The team will consist of two members. The District will also pay for travel costs for the two team members. Total cost is not to exceed \$35,000.

4. Additional Obligations

- a. The parties shall maintain the confidentiality of all of the confidential and proprietary information and data ("Confidential Information") expressly marked as “CONFIDENTIAL” by either or both parties. The Parties also shall take all reasonable steps to ensure that no use, by themselves or by any third parties, shall be made of the other party’s Confidential Information without such other party’s consent except as contemplated by this agreement or as required by law. Each party’s Confidential Information shall remain the property of that party and shall be considered to be furnished in confidence to the other party when necessary, under the terms of this agreement. Upon termination of this MOU, each party shall: (i) deliver immediately to the other party all Confidential Information of the other party, including but not limited to all written and electronic documentation of all Confidential Information, and all copies thereof; (ii) make no further use of it; and (iii) make reasonable efforts to ensure that no further use of it is made by either that party or its officers, directors, employees, agents, contractors, or any other person or third party. Each party's

confidentiality obligations under this Section shall survive any termination of this agreement.

5. Term of Agreement

- a. The term of this AGREEMENT shall commence on the date first written above and shall continue in full force and effect until one or both parties terminate the agreement in accordance with the terms of this agreement.

6. Termination of Agreement

- a. This MOU may be terminated by one or both Parties upon written notice to the other party thirty (30) days in advance of the date of termination.
- b. If CITE terminates this agreement for cause, no refund of the fee will be made provided the District has at least ten (10) days from the date it was first notified of CITE's intent to terminate for cause to cure the alleged cause.
- c. If CITE terminates this agreement without cause or if the District terminates this agreement for cause, a prorated refund will be made based on the number of hours of completed work.

7. Compliance with Applicable Statutes, Ordinance, and Regulations.

- a. The Parties shall comply with all applicable federal, state and local laws and regulations.

8. Relationship of the Parties.

- a. The relationship of CITE, the JET Review Team, and the District to each other is that of independent contractors. Nothing contained in this agreement shall be construed as creating a joint venture, partnership or any similar arrangement between the Parties. None of the Parties to this agreement shall be deemed to be a representative, an agent or an employee of any of the other Parties. Unless otherwise expressly specified in this agreement, no Party shall have the authority or right to assume or create an obligation of any kind or nature, express or implied, on behalf of, or in the name of any of the other Parties, nor bind any of the other Parties in any respect, without the specified prior written authorization of that Party.
- b. None of the employees of any Party to this agreement shall be considered an employee of any of the other Parties, nor shall such employees be entitled to any of the benefits which pertain to employees of any of the other Parties. Each Party shall be responsible for all salaries, payments, insurance and benefits for all of its officers, agents, representatives and employees in performing services pursuant to this agreement.
- c. The Parties agree that this contract is made solely for the benefit of the Parties, and no third person or entity shall be deemed to have any rights or remedies hereunder, except as provided in this agreement.

9. Indemnification.

- a. CITE and the JET Review Team shall indemnify and hold harmless the District, its officers, directors, employees, members, attorneys, successors, and assigns, and each of them, from and against any and all third party claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever (a "Claim") to the extent that they arise by reason of (i) any negligent act or omission by CITE or the JET Review Team or any of its subsidiaries, affiliates, related entities, partners, officers, directors, employees, members, shareholders or agents, or (ii) the material breach of any of the covenants, representations and warranties made by CITE and or JET Review Team in this agreement.
- b. The District shall indemnify and hold harmless CITE, its officers, directors, employees, members, attorneys, successors, and assigns, including the JET Review Team, and each of them, from and against any and all third party claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever (a "Claim"), to the extent they may arise by reason of (i) any negligent act or omission by the District or any of its subsidiaries, affiliates, related entities, partners, officers, directors, employees, members, shareholders or agents, or (ii) the material breach of any of the covenants, representations and warranties made by the District in this Agreement.
- c. Neither party will be liable to the other party for any indirect, incidental, consequential, punitive reliance or special damages, including without limitation damages for lost profits, advantage, savings or revenues or for increased cost of operations.

10. Miscellaneous.

- a. Entire Agreement. This agreement: (i) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces all prior agreements, oral and written, between the parties relating to the subject matter hereof; and (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both parties.
- b. Warranties. Each party covenants, warrants and represents that it shall comply with all applicable laws, regulations and other legal standards applicable to this agreement, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this agreement. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.
- c. Waiver. Either party's waiver of, or failure to exercise, any right provided for in this agreement shall not be deemed a waiver of any further or future right under this agreement.

- d. Authority to Execute. The persons executing this agreement on behalf of the Parties warrant and represent that they have the authority to execute this agreement on behalf of each respective Party and further warrant and represent that they have the authority to bind each respective Party to the performance of its obligation hereunder.
- e. Non-assignability. This agreement shall not be assigned by any party without first obtaining the express written consent of the other Parties, except when such assignment is made to a parent, subsidiary or corporate affiliate or the party.
- f. Amendments. No change, amendment, or modification of this agreement shall be valid or binding upon the Parties unless such change, amendment, or modification is in writing and duly executed by all Parties.
- g. Effective Date. The effective date of this agreement shall be the date first written in the first paragraph of this MOU as the date made and entered by and between the Parties.
- h. Execution in Counterparts. This agreement may be signed by the different Parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same agreement.
- i. Severability. All provisions of this agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the agreement shall remain in full effect.
- j. Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any governmental body.

11. Signatures

CITE

Monrovia Unified School District

Signature

Signature

Title

Superintendent

Title

Date

Date

Agenda Item Details

Meeting Date: 2022-04-27 18:30:00

AGENDA ITEM TITLE:

4. 21/22-2134 - CONTRACT WITH CREATIVE BUS SALES

RECOMMENDATION

The Board of Education is requested to approve a contract with Creative Bus Sales for the purchase of two (2) electrical buses.

Motion by _____, seconded by _____ Vote _____
Board Member Travanti __, Board Member Hammond __, Board Member
Anderson __,
Board Member Gholar _____, Board President Lockerbie _____

Rationale:

The contract with Creative Bus Sales is for the purchase of one (1) 66-passenger wheelchair transit bus and one (1) 72-passenger transit bus. The battery size for the buses is a midsize 210 kWh and includes AC and DC charging ports. The midsize battery has the ability to go 135 miles and is verified with AC and full passenger capacity and the battery pack has a 10-year warranty. The cost of the electric vehicle infrastructure, chargers, and charger installation will be covered by utilizing the SoCal Edison CRT program. There is a \$750 yearly fee for the charger software which allows the District to charge the buses at off-peak times.

Background:

On January 13, 2021, the Board adopted Resolution No. 2021-11 to apply for the South Coast Air Quality Management District (SCAQMD) Lower Emission School Bus Replacement Program to replace the District's two (2) pre-2001 model year diesel school buses with new lower emission electric school buses. On December 3, 2021, SCAQMD approved applications with 46 public school districts. The District's total maximum award is \$780,000 (\$740,000 for 2 Electric Buses and \$40,000 for infrastructure). Southern California Edison has committed to installing the electrical for the bus charging stations, however, prior to installation, they need the District's approved grant award as well as the approved contract for the bus purchase.

Budget Implication (\$ Amount):

The SCAQMD Grant will cover the cost of the electric bus purchase.

Legal References:

California Education Code 17604 states that a contract and/or agreement is not valid until approved by the Board of Education.

Additional Information:

A copy of the contract is attached.

ATTACHMENTS

- [BA Item 2134\(b\) Contract with Creative Bus Sales 4-27-22.pdf](#)



Creative Bus Sales
 14740 Ramona Ave
 Chino, CA 91710

Phone: 909.465.5528
 Fax: 909.465.5529
www.creativebussales.com

Buyer's Order Contract

Date:	February 1, 2022	Unit #(s):	TBD
Customer Name:	Monrovia Unified School Dsitrc		
Contact:	Anthony Parada	Phone:	626-471-2901
Address:	124 South Madison Ave	Fax:	
City, State, Zip:	Monrovia , CA 91016	E-Mail:	aparada@monroviaschools.net
Sys2K Entity #:		Salesperson:	Mauro Bologna
Ship To Address:	Attn: Anthony Parada - Monrovia Unified School Dsitrc - 124 South Madison Ave		
Ship To Address Cont'd:	Monrovia , CA 91016		
Ship To Phone:	626-471-2901	Ship To Email:	aparada@monroviaschools.net
Finance Source:		Contact:	
Address:		Phone:	
City, State, Zip:		Fax:	
Description of Vehicle:	IC Bus model CE EV School Bus. Piggyback Bid # 2122-SC11-01-C		
VIN #:	TBD		
Engine Type:	Electric	FOB Terms:	Shipping
Number of Passengers:	66	Wheelchair Positions:	5
Estimated Delivery Date:	270 days after PO	Payment Terms:	Net 30
		Unit Price	\$ 340,601.54
		Delivery	\$ -
Possession State:	CA	Incentive (Non-Taxable)	\$ -
		Rebates (Taxable)	\$ -
		Doc Prep Fee (Taxable)	\$ 85.00
		Base Selling Price	\$ 340,686.54
		ADA Amount (Non Taxable)	\$ 32,550.00
		Total Taxable Amount	\$ 308,136.54
		Sales Tax	\$ 29,272.97
9.500%	CA - Monrovia		\$ -
			\$ -
			\$ -
Notes:	Sales tax is calculated based on the state or country in which customer takes possession of vehicle. Sales tax will be charged to customers taking possession in AZ, CA, CO, FL, IN, NM, NV, OK, OR, SC, TX, WA, Canada, and Mexico. All rebates and incentives will be signed over to Creative Bus Sales California State Tire Fee of \$1.75 per tire applies to all new vehicle purchase or leases.		
		DMV Estimated Fees	\$ -
		DMV Electronic Filing Fee	\$ 30.00
		Tire Fee	\$ 10.50
		Fees Sub-Total	\$ 40.50
		Total Price Per Unit	\$ 370,000.01
		Quantity	1
		Contract Total	\$ 370,000.01
		0.00	
		Customer Net Trade	\$ -
		Customer Deposit	\$ -
		SCAQMD Funding	\$ (370,000.00)
		Balance Due	\$ 0.01

Remit To: Creative Bus Sales, Inc. 14740 Ramona Ave, Chino CA 91710

Terms: The deposit if indicated above is due with this signed contract. The balance due indicated above is due before vehicle(s) will be released to the Customer. If the vehicle(s) is not accepted by the Customer, the vehicle will be available for sale to other customers. The vehicle(s) will not be titled to the Customer until the contract total indicated above plus any interest charges indicated herein are paid in full. There is no "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract without the agreement of the Dealership, or for legal cause. The tax and fees reflected on this agreement are based on the regulations applicable at the time of drafting this contract. The actual amounts due will be based on the regulations applicable at the time title for each vehicle transfer.

Buyer's Signature: _____

Creative Bus Sales: Mauro Bologna _____ 2/1/2022

CBS Signature: _____



Quote for purchase IC Bus model CE School Bus
 Capacity: 66 (variable up to 5 wheelchair positions)
 February 1, 2022

Line	Price Calculations	Bid Option Reference #	Per Bus	1 Buses
	South County Support Services Agency Bid # 2122-SC11-01-C	bid price	\$141,500.00	
	<i>Additional Approved Options...</i>			
1	Change to full battery-electric drive system (210 kWh)	3	\$210,000.00	
2	Increase wheelbase to 218'	16	\$6,600.00	
3	Remove Bendix Wingman CMS	24	(\$2,000.00)	
4	Add passenger seat (eight @ \$550 each)	49	\$4,400.00	
5	Upgrade to LED stop arm	67	\$450.00	
6	Add wheelchair station (two @ \$950 each)	71	\$1,900.00	
7	Add camera system with two HD camera heads (Gatekeeper)	75	Included	
8	Additional HD camera heads for camera system (three @ \$550 each)	76	Included	
9	Backup camera with monitor in mirror	78	Included	
10	10-year warranty on EV battery pack	111	Included	
	CBS Dealer Discount		(\$22,163.46)	
	Sub-total		\$340,686.54	\$340,686.54
	Add sales tax	9.500%	\$29,272.97	\$29,272.97
	Total		\$369,959.51	\$369,959.51
	DMV Fee		\$30.00	\$30.00
	CA Tire Fee		\$10.50	\$10.50
	SCAQMD Bus funding		(\$370,000.00)	(\$370,000.00)
	Invoice Amount		\$0.01	\$0.01

Delivery Date 270 days after PO 270 days after PO

*** Adjusted for non-taxable special needs equipment**

Wheelchair lift door and lift accessories	\$2,800.00
Wheelchair lift	\$4,500.00
Wheelchair stations (five @ \$950.00 each)	\$4,750.00
A/C System	\$20,500.00
Total non-taxable items	\$32,550.00

Municipal lease option with \$1 buyout: (Formal quote will be emailed separately)	\$0.01	\$0.01
Three Year Option (annual payments) 3.39%	\$0.00	\$0.00
Five Year Option (annual payments) 3.54%	\$0.00	\$0.00
Seven Year Option (annual payments) 3.59%	\$0.00	\$0.00

8 7 6 5 4 3 2 1

LEFT SIDE ABOVE FLOOR
FUEL FILL
OPTIONS NOT AVAILABLE

VERTICAL HINGED E/E
REQUIRED

W/C TIE-DOWNS WILL BE
SUPPLIED BY CUSTOMER/
DEALER.

BODY PLAN

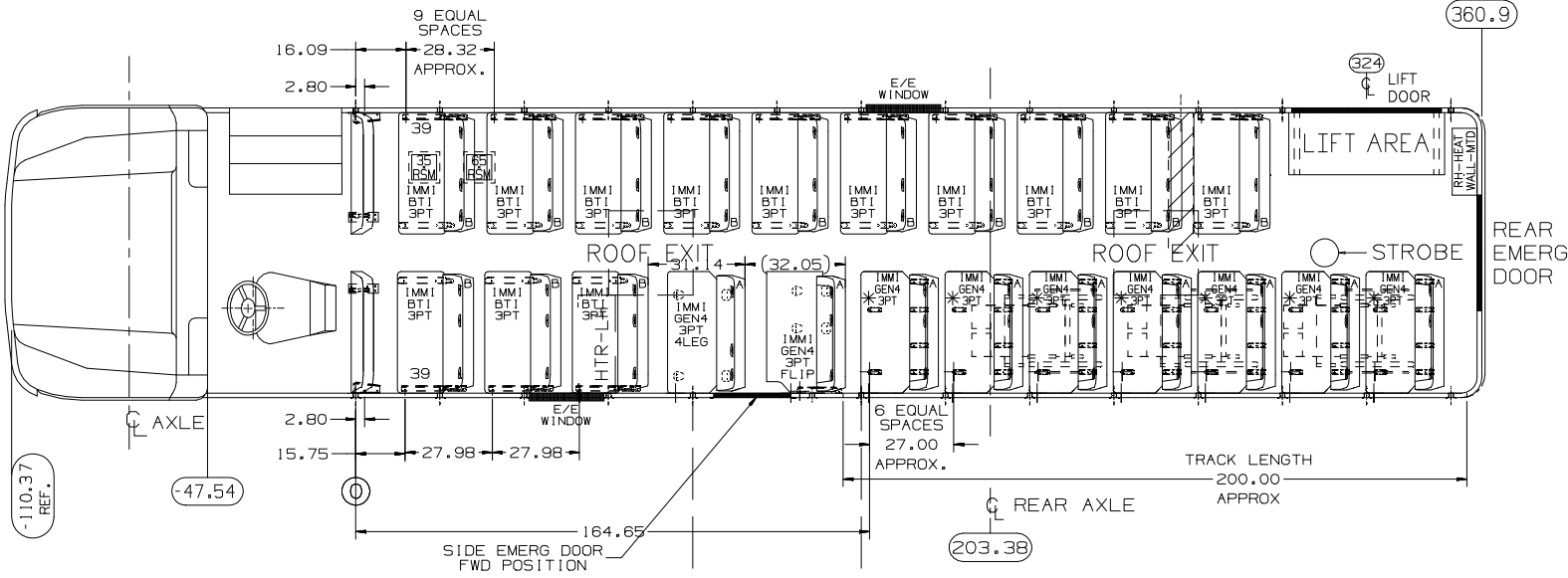
FLAT FLOOR

WHEELBASE 276"

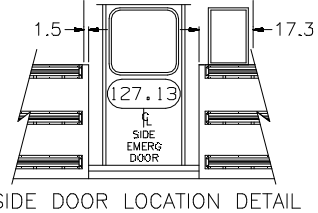
PB10500, 34 FT. 2 IN., CAP 66, SEAT SIZE 39/39, SEAT SPACING VARIES, LIFT-REAR, SIDE EMER DOOR

REV	DATE	CHANGE	REV	REFERENCE

REFERENCE	000		APPROX. MASS (WEIGHT)	
L INEAR MEASURE:	mm	<input type="checkbox"/>	in	<input checked="" type="checkbox"/>
UNLESS SPECIFIED DIM TOLERANCES ARE	FINISH PART		ROUGH PART	
ONE PLACE 1.,X1	+1.5	-0.06	THIRD ANGLE PROJECTION	INTERNAL CONTROL
TWO PLACE 1.,XX1	+0.18	+0.03		
THREE PLACE 1.,XXX1	+0.25	+0.10		
ANGLES	±1°			
NAME	BODY PLAN PB10500			CONTROL E 50
NAME (TRANSLATION)				VERSION E
DRAWN	UOQMACH			APPROVEY
DATE	23JANZO			DATE
DRAWN				
DATE				
APPROVED	PTR NDR CODE	PART TYPE CODE	SCALE NONE	SIZE 4
DATE				
RELEASE NO.	PART NO.			
	CREATE - 441			



PURCHASED SEATS IN THIS UNIT ARE:
BTI (3P)
GEN4 (3P)



* 200" : TOTAL TRACK LENGTH (APPROXIMATELY)

* NOTE:
IT IS THE SELLING DEALER'S RESPONSIBILITY TO ENSURE THAT ANY WHEELCHAIR TIE - DOWN SYSTEM SPECIFIED AND DEPICTED ON THIS DRAWING MEETS ALL DESTINATION STATE SPECIFICATIONS AND TO ALSO ENSURE THAT THE WHEELCHAIRS CAN BE PLACED AND REMOVED WITH RESPECT TO: SEATS, K/O's, SIDE EMERG DOORS, HEATERS, LIFTS, WHEELHOUSES, ETC.
POSSESSION OF THIS PRINT DOES NOT IN ANY WAY OBLIGATE IC CORP. TO BUILD THE UNIT SHOWN. WC TRACK SHOWN IS FOR REFERENCE ONLY.

THIS UNIT CONFORMS TO APPLICABLE FMVSS

THIS DOCUMENT IS IN ACCORDANCE WITH ASME Y14.5M-1994 AS AMENDED BY THE INTERNATIONAL TRUCK DIVISION DIMENSIONING AND TOLERANCING ADDENDUM-2000.

8 7 6 5 4 3 2 1

Pursuant to the authority vested in California Air Resources Board by Health and Safety Code Divisions 25.5 and 26, Part 5, Chapter 2; and pursuant to the authority vested in the undersigned by Health and Safety Code Sections 39515 and 39516 and Executive Order G-19-095;

IT IS ORDERED AND RESOLVED: The following on-road motor vehicles with a manufacturer's GVWR over 10,000 pounds are certified as described below. Production vehicles shall be in all material respects the same as those for which certification is granted.

VEHICLE FAMILY INFORMATION:

Model Year: 2022

Vehicle Family Name: NNVX2VOCVXMM

Vehicle Type: Vocational

Vehicle Service Class: Medium HDV

Vehicle Subcategory: Medium HDV / Diesel / Multi-Purpose

Gross Vehicle Weight Rating (GVWR) of Vehicles (pounds): 19,500 < GVWR ≤ 33,000

CO₂ FAMILY EMISSION LIMITS:

CO₂ Standard (g/ton-mile): 265

Highest Projected Family Emission Limit (g/ton-mile): 0

Lowest Projected Family Emission Limit (g/ton-mile): 0

EMISSION CONTROL SYSTEMS:

Low rolling resistance tires drive (LRRD), Low rolling resistance tires steer (LRRS)

Low rolling resistance tires all (LRR)

BE IT FURTHER RESOLVED: The manufacturer has demonstrated certification compliance with the Greenhouse Gas Emission Standards as specified in Title 17 CCR 95663 and the incorporated "California Greenhouse Gas Exhaust Emission Standards and Test Procedures for 2014 and Subsequent Model Heavy-Duty Vehicles" (HDV Test Procedures) adopted October 21, 2014 as last amended June 27, 2019.

BE IT FURTHER RESOLVED: For the listed air conditioning platform(s) in the attachment, the manufacturer has demonstrated certification compliance with the AC Leakage Standard specified in 17 CCR 95663(a)(1)(B)7 and Section 1037.115 of the incorporated "California Greenhouse Gas Exhaust Emission Standards and Test Procedures for 2014 and Subsequent Model Heavy-Duty Vehicles" (HDV Test Procedures) adopted October 21, 2014, as last amended June 27, 2019.

BE IT FURTHER RESOLVED: For the listed vehicle, models the manufacturer has submitted the materials to demonstrate certification compliance with 13 CCR 1965 (emission control labels), 13 CCR 1978 (complete vehicles) (vehicle refueling emissions standards), and 13 CCR 2035 et seq. (emission control warranty).

BE IT FURTHER RESOLVED: The engine families that are approved for installation within the vehicle family are listed in the attachment.

Vehicles certified under this Executive Order must conform to all applicable California emission regulations.

Executed on this 22nd day of January 2022.



Allen Lyons, Chief
Emissions Certification and Compliance Division

Vehicle Make and Models:

Vehicle Make

International

Models

School Bus (CE), Medium Vocational (MV) [Heavy-Duty All-Electric Vehicle]

Engine Families in Vehicle Family:

A/C Platform Summary:

A/C Platform ID

Refrigerant Type

Refrigerant Capacity (g)

STD (HFC (g/year))

Leakage Rate (HFC (g/year))

36

R-134a

680

11.0

5.5

37

R-134a

6123.5

91.9

29.5

38

R-134a

5942.1

89.1

31.2



Creative Bus Sales
 14740 Ramona Ave
 Chino, CA 91710

Phone: 909.465.5528
 Fax: 909.465.5529
www.creativebussales.com

Buyer's Order Contract

Date:	February 1, 2022	Unit #(s):	TBD
Customer Name:	Monrovia Unified School District		
Contact:	Anthony Parada	Phone:	626-471-2901
Address:	124 South Madison Ave	Fax:	
City, State, Zip:	Monrovia , CA 91016	E-Mail:	aparada@monroviaschools.net
Sys2K Entity #:		Salesperson:	Mauro Bologna
Ship To Address:	Attn: Anthony Parada - Monrovia Unified School District - 124 South Madison Ave		
Ship To Address Cont'd:	Monrovia , CA 91016		
Ship To Phone:	626-471-2901	Ship To Email:	aparada@monroviaschools.net
Finance Source:		Contact:	
Address:		Phone:	
City, State, Zip:		Fax:	
Description of Vehicle:	IC Bus model CE EV School Bus. Piggyback Bid # 2122-SC11-01-C		
VIN #:	TBD		
Engine Type:	Electric	FOB Terms:	Shipping
Number of Passengers:	72	Wheelchair Positions:	None
Estimated Delivery Date:	270 days after PO	Payment Terms:	Net 30
		Unit Price	\$ 339,556.11
		Delivery	\$ -
Possession State:	CA	Incentive (Non-Taxable)	\$ -
		Rebates (Taxable)	\$ -
		Doc Prep Fee (Taxable)	\$ 85.00
		Base Selling Price	\$ 339,641.11
		ADA Amount (Non Taxable)	\$ 20,500.00
		Total Taxable Amount	\$ 319,141.11
		Sales Tax	\$ 30,318.41
9.500%	CA - Monrovia		\$ -
			\$ -
			\$ -
Notes:	Sales tax is calculated based on the state or country in which customer takes possession of vehicle. Sales tax will be charged to customers taking possession in AZ, CA, CO, FL, IN, NM, NV, OK, OR, SC, TX, WA, Canada, and Mexico. All rebates and incentives will be signed over to Creative Bus Sales California State Tire Fee of \$1.75 per tire applies to all new vehicle purchase or leases.		
		DMV Estimated Fees	\$ -
		DMV Electronic Filing Fee	\$ 30.00
		Tire Fee	\$ 10.50
		Fees Sub-Total	\$ 40.50
		Total Price Per Unit	\$ 370,000.02
		Quantity	1
		Contract Total	\$ 370,000.02
		0.00	
		Customer Net Trade	\$ -
		Customer Deposit	\$ -
		SCAQMD Funding	\$ (370,000.00)
		Balance Due	\$ 0.02

Remit To: Creative Bus Sales, Inc. 14740 Ramona Ave, Chino CA 91710

Terms: The deposit if indicated above is due with this signed contract. The balance due indicated above is due before vehicle(s) will be released to the Customer. If the vehicle(s) is not accepted by the Customer, the vehicle will be available for sale to other customers. The vehicle(s) will not be titled to the Customer until the contract total indicated above plus any interest charges indicated herein are paid in full. There is no "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract without the agreement of the Dealership, or for legal cause. The tax and fees reflected on this agreement are based on the regulations applicable at the time of drafting this contract. The actual amounts due will be based on the regulations applicable at the time title for each vehicle transfer.

Buyer's Signature: _____

Creative Bus Sales: Mauro Bologna _____ 2/1/2022

CBS Signature: _____



Quote for purchase IC Bus model CE School Bus

Capacity: 72

February 1, 2022

Line	Price Calculations	Bid Option Reference #	Per Bus	1 Buses
	South County Support Services Agency Bid # 2122-SC11-01-C	bid price	\$141,500.00	
	<i>Additional Approved Options...</i>			
1	Change to full battery-electric drive system (210 kWh)	5	\$210,000.00	
2	Increase wheelbase to 276'	16	\$6,600.00	
3	Remove Bendix Wingman CMS	24	(\$2,000.00)	
4	Add passenger seat (twelve @ \$550 each)	49	\$6,600.00	
5	Upgrade to LED stop arm	67	\$450.00	
6	Remove wheelchair lift door, lights, buzzers and interlocks	69	(\$1,800.00)	
7	Remove wheelchair lift, pad and fire extinguisher	70	(\$2,800.00)	
8	Remove wheelchair station (three @ \$950 each)	71	(\$2,850.00)	
9	Add camera system with two HD camera heads	75	Included	
10	Additional HD camera heads for camera system (three @ \$550 each)	76	Included	
11	Backup camera with monitor in mirror	78	Included	
12	Change tire size to 11R22.5 (quantity six)	82	\$750.00	
13	10-year warranty on EV battery pack	111	Included	

****CBS Dealer Discount****

(\$16,808.89)

Sub-total		\$339,641.11	\$339,641.11
Add sales tax	9.500%	\$30,318.41	\$30,318.41
Total		\$369,959.52	\$369,959.52
DMV Fee		\$30.00	\$30.00
CA Tire Fee		\$10.50	\$10.50
SCAQMD Bus funding		(\$370,000.00)	(\$370,000.00)
Invoice Amount		\$0.02	\$0.02

Delivery Date 270 days after PO 270 days after PO

*** Adjusted for non-taxable special needs equipment**

Wheelchair lift door and lift accessories

Wheelchair lift

Wheelchair stations

A/C System

\$20,500.00

Total non-taxable items

\$20,500.00

Municipal lease option with \$1 buyout: (Formal quote will be emailed separately)	\$0.02	\$0.02
Three Year Option (annual payments) 3.39%	\$0.01	\$0.01
Five Year Option (annual payments) 3.54%	\$0.00	\$0.00
Seven Year Option (annual payments) 3.59%	\$0.00	\$0.00

Pursuant to the authority vested in California Air Resources Board by Health and Safety Code Divisions 25.5 and 26, Part 5, Chapter 2; and pursuant to the authority vested in the undersigned by Health and Safety Code Sections 39515 and 39516 and Executive Order G-19-095;

IT IS ORDERED AND RESOLVED: The following on-road motor vehicles with a manufacturer's GVWR over 10,000 pounds are certified as described below. Production vehicles shall be in all material respects the same as those for which certification is granted.

VEHICLE FAMILY INFORMATION:

Model Year: 2022

Vehicle Family Name: NNVX2VOCVXMM

Vehicle Type: Vocational

Vehicle Service Class: Medium HDV

Vehicle Subcategory: Medium HDV / Diesel / Multi-Purpose

Gross Vehicle Weight Rating (GVWR) of Vehicles (pounds): 19,500 < GVWR ≤ 33,000

CO₂ FAMILY EMISSION LIMITS:

CO₂ Standard (g/ton-mile): 265

Highest Projected Family Emission Limit (g/ton-mile): 0

Lowest Projected Family Emission Limit (g/ton-mile): 0

EMISSION CONTROL SYSTEMS:

Low rolling resistance tires drive (LRRD), Low rolling resistance tires steer (LRRS)

Low rolling resistance tires all (LRR)

BE IT FURTHER RESOLVED: The manufacturer has demonstrated certification compliance with the Greenhouse Gas Emission Standards as specified in Title 17 CCR 95663 and the incorporated "California Greenhouse Gas Exhaust Emission Standards and Test Procedures for 2014 and Subsequent Model Heavy-Duty Vehicles" (HDV Test Procedures) adopted October 21, 2014 as last amended June 27, 2019.

BE IT FURTHER RESOLVED: For the listed air conditioning platform(s) in the attachment, the manufacturer has demonstrated certification compliance with the AC Leakage Standard specified in 17 CCR 95663(a)(1)(B)7 and Section 1037.115 of the incorporated "California Greenhouse Gas Exhaust Emission Standards and Test Procedures for 2014 and Subsequent Model Heavy-Duty Vehicles" (HDV Test Procedures) adopted October 21, 2014, as last amended June 27, 2019.

BE IT FURTHER RESOLVED: For the listed vehicle, models the manufacturer has submitted the materials to demonstrate certification compliance with 13 CCR 1965 (emission control labels), 13 CCR 1978 (complete vehicles) (vehicle refueling emissions standards), and 13 CCR 2035 et seq. (emission control warranty).

BE IT FURTHER RESOLVED: The engine families that are approved for installation within the vehicle family are listed in the attachment.

Vehicles certified under this Executive Order must conform to all applicable California emission regulations.

Executed on this 22nd day of January 2022.



Allen Lyons, Chief
Emissions Certification and Compliance Division

Vehicle Make and Models:

Vehicle Make

International

Models

School Bus (CE), Medium Vocational (MV) [Heavy-Duty All-Electric Vehicle]

Engine Families in Vehicle Family:

A/C Platform Summary:

A/C Platform ID

Refrigerant Type

Refrigerant Capacity (g)

STD (HFC (g/year))

Leakage Rate (HFC (g/year))

36	R-134a	680	11.0	5.5
37	R-134a	6123.5	91.9	29.5
38	R-134a	5942.1	89.1	31.2

Agenda Item Details

Meeting Date: 2022-04-27 18:30:00

AGENDA ITEM TITLE:

5. 21/22-4010 - RESOLUTION IN HONOR OF MONROVIA "CLASSIFIED EMPLOYEE WEEK"

RECOMMENDATION

The Board of Education is requested to adopt Resolution No. 2122-22, declaring May 15-21, 2022, as "Classified School Employee Week," and urges all citizens to participate in observances that express their appreciation for classified employees.

Motion by _____, seconded by _____, Vote _____

Board Member Travanti____, Board Member Hammond____, Board Member Anderson____,

Board Member Gholar____, Board President Lockerbie_____

ATTACHMENTS

- [2022 Classified Employee Week Resolution.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 2122-22
"CLASSIFIED SCHOOL EMPLOYEE WEEK"

WHEREAS, the week of May 15 through May 21, 2022, has been proclaimed as "Classified School Employee Week"; and

WHEREAS, the Monrovia Unified School District Board of Education recognizes the importance of all employees in providing support services in the operations of our successful school system; and

WHEREAS, the school employees are dedicated to providing invaluable services to the schools and students of the Monrovia Unified School District; and

WHEREAS, school employees are essential in creating a positive, productive educational environment; and

WHEREAS, the Board of Education wishes to honor the District's employees in a public way for the vital role they play.

NOW, THEREFORE, BE IT RESOLVED, that the Monrovia Unified School District declares May 15, through May 21, 2022 be designated as Classified School Employee Week, and hereby recognizes and honors the contribution of school employees to quality education in the State of California and the Monrovia Unified School District.

ADOPTED, SIGNED AND APPROVED THIS 27th day of April 2022.

Selene Lockerbie, President _____

Traci Gholar, Vice-President _____

Jennifer Anderson, Clerk _____

Maritza Travanti, Member _____

Rob Hammond, Member _____

Agenda Item Details

Meeting Date: 2022-04-27 18:30:00

AGENDA ITEM TITLE:

6. 21/22- 4011 - RESOLUTION IN HONOR OF "NATIONAL TEACHER APPRECIATION WEEK," AND "NATIONAL DAY OF THE TEACHER"

RECOMMENDATION

The Board of Education is requested to adopt Resolution No. 2122-23, declaring May 3, 2022, as "National Day of the Teacher," and May 2-6, 2022, as "National Teacher Appreciation Week," and urges all citizens to participate in observances that express their appreciation for teachers.

Motion by _____, seconded by _____, Vote _____

Board Member Travanti____, Board Member Hammond____, Board Member Anderson____,

Board Member Gholar____, Board President Lockerbie_____

ATTACHMENTS

- [2022 Teacher Appreciation Resolution.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 2122-23
IN HONOR OF “NATIONAL TEACHER APPRECIATION WEEK”, AND
“NATIONAL DAY OF THE TEACHER”

WHEREAS, teachers mold future citizens through guidance and education; and

WHEREAS, teachers spend countless hours preparing lessons, evaluating progress, counseling and coaching students and performing community service; and

WHEREAS, our community recognizes and supports its teachers in educating the children of this community; and

WHEREAS, the dedication of teachers should be recognized and celebrated.

NOW, THEREFORE, BE IT RESOLVED, that the Monrovia Unified School District declares May 3, 2022, as “National Day of the Teacher”, and May 2-6, 2022 as National Teacher Appreciation Week and all citizens are urged to participate in observances that express their appreciation for teachers.

ADOPTED, SIGNED AND APPROVED THIS 27th day of April 2022.

Monrovia Board of Education:

Selene Lockerbie, President _____

Traci Gholar, Vice-President _____

Jennifer Anderson, Clerk _____

Maritza Travanti, Member _____

Rob Hammond, Member _____

Agenda Item Details

Meeting Date: 2022-04-27 18:30:00

AGENDA ITEM TITLE:

7. 21/22-4012 - RESOLUTION IN HONOR OF “SCHOOL HEALTH SERVICES APPRECIATION WEEK” AND “NATIONAL SCHOOL NURSE DAY”

RECOMMENDATION

The Board of Education is requested to adopt Resolution No. 2122-24, declaring May 9-13, 2022, as “School Health Services Appreciation Week,” and that May 11, 2022, is recognized as “National School Nurse Day,” to recognize and honor the contribution of school nurses and health clerks to quality education in the state of California and the Monrovia Unified School District.

Motion by _____, seconded by _____ Vote _____

Board Member Travanti____, Board Member Hammond____, Board Member Anderson__

Board Member Gholar____, Board President Lockerbie____

ATTACHMENTS

- [2022 School Nurse Day Resolution.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 2122-24
"SCHOOL HEALTH SERVICES APPRECIATION WEEK"
AND "NATIONAL SCHOOL NURSE DAY"

WHEREAS, school nursing is a specialized practice that promotes the well-being, academic success, health, and life-long achievement of students; and

WHEREAS, school nurses and health clerks act as a liaison to the school community, parents, and health care providers by promoting wellness and improving health outcomes; and

WHEREAS, school nurses conduct screening and immunization programs; determine reasons for absences; provide prescribed care for students with special needs; provide health education for students, staff, and families; assist parents with referrals for medical exams, confidential services, and mental health evaluations; compile statistics and records; and

WHEREAS, school nurses and health clerks protect students' physical, emotional and education well-being by caring for students who become ill, injured, or are in emotional distress; by detecting and reporting child abuse; and

WHEREAS, school nurses supervise and train unlicensed school personnel on medication management, common illness, injury response, and preparation for disasters and emergencies.

NOW, THEREFORE, BE IT RESOLVED, that the Monrovia Unified School District declares May 9-13, 2022, as "School Health Services Appreciation Week" and that May 11, 2022, is recognized as "National School Nurse Day" and honors the contribution of school nurses and health clerks to quality education in the State of California and the Monrovia Unified School District.

ADOPTED, SIGNED AND APPROVED THIS 27th day of April 2022.

Selene Lockerbie, President _____

Traci Gholar, Vice-President _____

Jennifer Anderson, Clerk _____

Maritza Travanti, Member _____

Rob Hammond, Member _____

Agenda Item Details

Meeting Date: 2022-04-27 18:30:00

AGENDA ITEM TITLE:

8. 21/22-5094- RESOLUTION NO. 2122-25, DECLARING MAY 2022, AS "MENTAL HEALTH AWARENESS MONTH"

RECOMMENDATION

The Board of Education is requested to adopt Resolution No. 2122-25, declaring the month of May 2022, as "*Mental Health Awareness Month*."

Motion by _____, seconded by _____, Vote _____

Board Member Travanti____, Board Member Hammond____, Board Member Anderson____,

Board Member Gholar____, Board President Lockerbie_____

Rationale:

The Monrovia Unified School District recognizes that mental health is essential to the overall health and well-being of the students and staff of the District. To that end, the Monrovia Unified School District is committed to providing counseling and various programs and resources that aid in promoting a healthy lifestyle to those the District serves and employs.

Background:

The Monrovia Unified School District has long been an advocate of mental health. The District, through our very own Wellness Center located at our flagship Monrovia High School, and with the help of our affiliates and service providers, promotes positive mental health by providing services and support to not only the District, but the Monrovia community. This resolution serves as a reaffirmation of the District's commitment to leading this charge.

Additional Information:

A copy of the resolution is attached.

ATTACHMENTS

- [MAY 2022 Mental Health Awareness Month.pdf](#)

**MONROVIA UNIFIED SCHOOL DISTRICT
GOVERNING BOARD RESOLUTION NO. 2122-25
DECLARING MAY 2022 AS “MENTAL HEALTH AWARENESS MONTH”**

WHEREAS, mental health is essential to everyone’s overall health and well-being; and;

WHEREAS, all Americans experience times of difficulty and stress in their lives; and;

WHEREAS, prevention is an effective way to reduce the burden of mental health conditions; and;

WHEREAS, there is strong research that animal companionship, humor, spirituality, religion, recreation, social connections, and work-life balance can help all Americans protect their health and well-being; and;

WHEREAS, mental health conditions are real and prevalent in our nation; and;

WHEREAS, with effective treatment, those individuals with mental health and other chronic health conditions can recover and lead full, productive lives; and;

WHEREAS, each business, school, government agency, healthcare provider, organization, and citizen shares the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts;

THEREFORE, BE IT RESOLVED, the Governing Board of Monrovia Unified School District, do hereby proclaim **May 2022, as “Mental Health Awareness Month,”** and also calls upon the citizens, government agencies, public and private institutions, businesses, and schools in the City of Monrovia, to recommit to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

ADOPTED THIS 27th day of April, 2022

MONROVIA UNIFIED SCHOOL DISTRICT GOVERNING BOARD

Selene Lockerbie, Board President

Traci Gholar, Board Vice-President

Jennifer Anderson, Board Clerk

Rob Hammond, Board Member

Maritza Travanti, Board Member

Ryan D. Smith, Superintendent

Agenda Item Details

Meeting Date: 2022-04-27 18:30:00

AGENDA ITEM TITLE:

9. 21/22-5095 - MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN MONROVIA UNIFIED SCHOOL DISTRICT, THE CITY OF MONROVIA, AND CENTRE STAGE PRODUCTIONS FOR THE ORGANIZATION AND PRODUCTION OF THE 2022 MONROVIA DAYS PARADE & FESTIVAL

RECOMMENDATION

The Board of Education is requested to approve a Memorandum of Understanding between the District, the City of Monrovia, and Centre Stage Productions, for the organization and production of the upcoming 2022 Monrovia Days Parade & Festival on May 13-15, 2022.

Motion by _____, seconded by _____ Vote _____

Board Member Travanti____, Board Member Hammond____, Board Member Anderson__

Board Member Gholar____, Board President Lockerbie ____

Rationale:

This year's Monrovia Days Library Park Parade & Festival will take place on May 13-15, 2022. The attached MOU between the three parties (City of Monrovia, Monrovia USD & Centre Stage) is intended to structure the collaboration that equitably divides the work necessary to produce the Monrovia Days event. The MOU details the contributions expected of each party towards the production, organization and finances of the Monrovia Days event. The City of Monrovia approved this MOU at their City Council meeting on April 19, 2022.

Background:

The Monrovia Days Library Park Parade & Festival was created to be a celebration of the birthday of the City of Monrovia, the outstanding spirit of the the Monrovia community, the excellence of Monrovia public schools, and the importance of the Performing Arts in Monrovia.

Budget Implication (\$ Amount):

The District's financial contribution for this MOU is \$10,000 to be paid from General funds, and will be issued to the City of Monrovia by June 15, 2022.

Additional Information:

The proposed MOU is attached.

ATTACHMENTS

- [2022 Monrovia Days MOU.pdf](#)

MEMORANDUM OF AGREEMENT

BETWEEN THE CITY OF MONROVIA (“City”), THE MONROVIA UNIFIED SCHOOL DISTRICT (“MUSD”), AND CENTRE STAGE INC. (“CSI”), FOR THE 2022 MONROVIA DAYS PROGRAM

This Memorandum of Agreement (“MOA”) is entered into as of April 19, 2022, by and between the City of Monrovia (“City”), the Monrovia Unified School District (“District”), and Centre Stage, Inc. (“CSI”), (City, District, and CSI are referred to collectively herein as “Parties” or individually as a “Party”) for the organization and production of the 2022 Monrovia Days Event.

RECITALS

Whereas, Monrovia Days is traditionally a celebration of the birthday of the City of Monrovia, the outstanding spirit of community, the excellence of Monrovia public schools (“Celebrating our Scholars and Champions”), and the importance of the Performing Arts in Monrovia; and

Whereas, all Parties agree to host an event that focuses on the local Monrovia community; and

Whereas, all Parties agree to develop an event that is low cost and accessible for all Monrovia; and

Whereas, all Parties agree to operate openly with complete transparency; and

Whereas, in recent years, the organization and production of Monrovia Days has been a collaborative effort between the Parties; and

Whereas, in executing this MOA, the Parties intend to structure their collaboration in a way that equitably divides the work necessary to produce Monrovia Days in 2022.

AGREEMENT

1. Event.

Monrovia Days 2022 shall take place May 13-15, 2022. The event shall include live entertainment, a carnival, game booths, and a parade in Old Town Monrovia, as well as other ancillary events as determined by the Steering Committee.

2. **Term.** The Term of this MOA shall be from April 19, 2022, through the date the Steering Committee completes the Final Review and Accounting specified in Section 8. At the end of a Term of the MOA, the Parties may mutually and unanimously agree to extend the Term of this MOA for an additional year.

3. Structure.

The Steering Committee for Monrovia Days shall include the following:

- City of Monrovia City Council Representative
- Monrovia Unified School District Board Representative
- City of Monrovia City Manager
- Monrovia Unified School District Superintendent
- Monrovia Unified School District Deputy Superintendent
- Monrovia Unified School District Performing Arts Director
- City of Monrovia Community Services Director
- Centre Stage Director

The Steering Committee shall provide general oversight over the event and facilitate the work of the Parties to carry out each Party's responsibilities as specified in this MOA. Steering Committee Members shall attempt to reach consensus on Steering Committee decisions, but a simple majority vote of the Committee Members shall be sufficient to adopt Steering Committee decisions. Each Party may assign appropriate staff members to assist the Steering Committee with its work.

3. City's Obligations.

During the term of this MOA City shall:

a. Plan, supervise, provide staffing for, permit, and execute Monrovia Days events that occur on City property including, without limitation, all events in Library Park and throughout Old Town. The Parties may mutually agree that a Party other than the City will take charge of individual events or tasks.

b. Make appropriate City property reasonably available for Monrovia Days events.

c. Provide cash accounting and management for all cash revenues derived from Monrovia Days. City shall create a separately accounted for fund into which all Monrovia Days revenue shall be deposited. City shall maintain cash accounting records that comply with Generally Accepted Accounting Principles, and shall make all such records reasonably available to the Parties upon request, and to the Members of the Steering Committee at Committee meetings.

d. Obtain all necessary permits, licenses, health permits, and street closures necessary to stage all Monrovia Days events.

e. Provide police and fire protection and additional event security, as deemed necessary at the sole discretion of City's Police and Fire Chiefs, respectively.

f. Secure sponsorships from community stakeholders to offset the cost of the overall event.

g. Maintain complete and accurate financial records of all of City's expenditures and costs (both cash and in-kind) relating to Monrovia Days, with the exception of all costs associated with the participation of City-related groups and individuals in the Monrovia Days events, which shall be borne solely by City. The expenditure records shall be made available to the other Parties upon reasonable request, and to the Members of the Steering Committee at Committee meetings.

h. Publicize Monrovia Days through City communications and social media.

i. Participate in meetings of the Steering Committee.

4. District's Obligations.

During the term of this MOA District shall:

a. Organize and facilitate the participation of District-related groups and individuals, as appropriate.

b. Publicize Monrovia Days through District communications and social media.

c. Organize the participation from all MUSD Schools.

d. Organize the participation from various MUSD Performing groups to perform on stage during the three day festival.

e. Contribute \$10,000 payable to the City of Monrovia for the cost of the overall event to be paid to the City by June 15, 2022.

f. Maintain complete and accurate financial records of all of District's expenditures and costs (both cash and in-kind) relating to Monrovia Days, with the exception of all costs associated with the participation of District-related groups and individuals in the Monrovia Days Parade and other events, which shall be borne solely by District. The expenditure records shall be made available to the other Parties upon reasonable request, and to the Members of the Steering Committee at Committee meetings.

g. Participate in meetings of the Steering Committee.

5. CSI's (Centre Stage Inc.) Obligations.

During the term of this MOA CSI shall:

a. Organize and facilitate the production of live stage entertainment featuring a variety of individuals and groups in Library Park throughout Monrovia Days, and performances by CSI-related groups.

b. Publicize Monrovia Days through CSI communications and social media. As well as update and maintain the Monrovia Days website and Instagram.

d. Organize and operate up to one concession stand selling various carnival style food, including, but not limited to nachos, prezels, churros, chips, and drinks (soda and water). All revenue may be held with CSI; however, a report on the total revenue will be included as a part of the Final Accounting.

f. Maintain complete and accurate financial records of all of CSI's expenditures and costs (both cash and in-kind) relating to Monrovia Days, students and families with the exception of all costs associated with the participation of CSI groups and individuals in the Monrovia Days events, which shall be borne solely by CSI. The expenditure records shall be made available to the other Parties upon reasonable request, and to the Members of the Steering Committee at Committee meetings.

g. Participate in meetings of the Steering Committee.

6. Mutual Obligations.

During the term of this MOA each Party shall:

a. Be solely responsible for, indemnify, and hold every other Party harmless against, any claim, damage, or liability arising from the Party's participation in this MOA and the Monrovia Days event including, without limitation, the participation of the Party's employees and/or volunteers.

b. Comply with all applicable laws including, without limitation, the terms of any permit or license issued by any governmental entity for the Monrovia Days events.

c. Maintain in full effect and at the Party's sole cost such policy or policies of insurance as the Party deems reasonably necessary to insure its activities hereunder including,

without limitation, workers compensation insurance with policy limits at least the minimum required by applicable law.

d. Not incur any cost or liability on behalf of another Party without that Party's advance written consent.

e. Provide the services of such staff members as the Party deems necessary to carry out its obligations under this Agreement. The reasonable and proportional costs of each staff member shall be considered a cost or expenditure of the paying Party.

7. Finances.

Each Party shall fully fund the costs of that Party's participation in the Monrovia Days activities, and the tasks assigned to that Party by the Steering Committee or pursuant to this MOA. Each Party shall maintain complete records of its expenditures and revenues pursuant to this MOA and shall, not later than June 15, 2022, provide a complete copy of its expenditure and revenue records to the Steering Committee for the preparation of a Final Review and Accounting of the event.

8. Final Review and Accounting.

Within thirty (30) calendar days following the receipt of each Party's records of Monrovia Days expenditures and revenues, City's Director of Finance shall provide the Steering Committee and each Party with a Final Review and Accounting of Monrovia Days revenues and expenditures. If such Final Review and Accounting indicates that total revenues exceeded total expenditures, the Parties shall be reimbursed for their expenditures on a *pro rata* basis equivalent to the percentage of total costs and expenditures for Monrovia Days that party incurred. As an illustration, if the Parties paid 50%, 30% and 20%, respectively, of Monrovia Days costs and expenditures, each Party would receive the corresponding percentage of remaining revenue reimbursement available based on the Final Review and Accounting. If there is a surplus of revenue remaining after each Party has been reimbursed for its costs and expenditures, the Steering Committee shall meet and determine the disposition of that remaining revenue.

9. Miscellaneous Provisions.

a. This MOA represents the fully integrated and complete agreement between the Parties as to its subject. No other agreement, promise, practice or amendment to this MOA shall be valid and binding unless memorialized in writing and executed by each of the Parties.

b. Each of the Parties hereto warrants and represents that the individual who executes this MOA on behalf of the Party is duly-authorized to do so, and that the other parties may rely on such representation.

c. Once executed, this MOA may not be terminated by any Party hereto except in the case of a material breach by any Party which is not corrected within ten (10) business days following written notice of such breach from one Party to another.

d. This MOA shall be interpreted according to the local laws of the State of California, as if jointly drafted by all the Parties. No ambiguity in drafting shall be applied to the detriment of any Party as the drafter.

e. This MOA may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

The Parties, through their respective authorized representatives, have executed this MOA as of the date set forth above.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF MONROVIA

MONROVIA UNIFIED SCHOOL DISTRICT

By: _____
Dylan Feik, City Manager

By: _____
Dr. Ryan Smith, Superintendent

ATTEST:

ATTEST:

By: _____
Alice D. Atkins, MMC, City Clerk

By: _____
[NAME AND TITLE]

APPROVED AS TO FORM:

By: _____
Craig A. Steele, City Attorney

CENTER STAGE, INC.

By: _____
Keely Milliken

By: _____
Name:
Title:

(TWO SIGNATURES REQUIRED FOR CORPORATE ENTITY)

:

Subject: PENDING BOARD ISSUES

Prepared by: Ryan Smith, Ed. D., Superintendent

Action desired:

The Board of Education will receive status information on identified tasks and review issues of interest for future attention.

Rationale:

This agenda item affords an opportunity for the Board of Education to review the status of items that have been scheduled for Board consideration, raise issues or questions that have not been scheduled for discussion, and place issues in priority order for attention, consistent with the Board Vision.

Issue/Question/Request	Status	Next steps
Cyclical Reports		
Supt. Performance Objectives	Establish performance objectives for Superintendent Evaluation.	To be conducted annually by September 30
Superintendent Evaluation	Review Superintendent performance objectives for formal evaluation	To be conducted annually by June 30, 2022
Review of Vision & Goals	Review Vision & Goals and progress on the Strategic Plan.	Prior year goals to continue as assumed
Inter-district transfers	Report on number of transfers in and out of the district at Board Meeting and, if needed, in a Study Session.	Next update Oct/Nov 2022

Issue/Question/Request	Status	Next steps
Cyclical Reports (continued)		
<p>Student Achievement: standards & plans for closing the achievement gap; investigation of model practices, demographic data, and multiple measures of achievement.</p>	<p>Educational Services Board Meeting Reports:</p> <p>5/11/22 • Dual Immersion Program Report</p> <p>5/25/22 • Class of 2022 Report</p> <p>6/9/22: • Annual LCAP Public Review • Multiple Measures Report w/ LCAP data • GATE Program Report</p> <p>6/22/22: • Visual & Performing Arts Report</p>	
<p>CGI Math Update</p>	<p>Provide a program update to the Board of Education</p>	<p>Annually in September; Next report 2022</p>
<p>BP 0415, Equity Update</p>	<p>Update Board policy per CSBA suggestions annually to ensure equity in schools</p>	<p>Next update June 2022</p>
<p>Technology Projects</p>	<p>Staff technology standards & teaching plan; working with Educational Services.</p>	<p>Informational report at April 27 BOE Meeting</p>
<p>E-Rate</p>	<p>E-rate funding approval annually in Jan/Feb/Mar.</p>	<p>Next update in 2023</p>
<p>Safety, Emergency Prep, & Discipline</p>	<p>Update information: Safety, Emergency Preparedness</p>	<p>Annually in Oct/Nov/Dec.</p>
<p>Athletic Coach Certification & Training</p>	<p>Athletic coach certification and concussion training annually. Annually in August.</p>	<p>Next training in 2022</p>

Issue/Question/Request	Status	Next steps
	Cyclical Reports (Continued)	
Budget/ Enrollment/Staffing	<p><u>2021-22 Budget Preparation Calendar:</u></p> <ul style="list-style-type: none"> • May 11, 2022: 2021-22 P-2 Student Attendance Rpt • May 25, 2022: 2022-23 Governor’s May Budget Revision (Informational Report) • June 9, 2022: 2022-23 Adopted Budget Public Hearing • June 22, 2022: 2022-23 Budget Adoption 	
Board Walks (Board site visits)	Board will visit school sites to meet with principal and receive an overview of site-specific data	Elementary schools will be visited in the 2022-23 SY; MHS annually
Adult Ed Update	Update on status of Adult Education program. Next report Fall 2022	Annually in fall; Next report 2022
Redevelopment/ Pass Through Funds	Board update after District receives information from the County.	Upon receipt of funds
Village Extended Day Program	Board Report on Village Program - Even years in Spring.	Next report Spring 2024
Class Size Report / Staffing	Report on Class Size/Staffing annually in Spring.	Next report Spring 2023

Issue/Question/Request	Status	Next steps
	Long Range Plans	
Legislative Policy	<ul style="list-style-type: none"> Review legislative policy changes/updates Special Education funding 	2021-22
MUSD Marketing	<ul style="list-style-type: none"> Receive guidelines on how to focus marketing efforts 	2021-22
Facilities Needs Assessment Prioritized List	<ul style="list-style-type: none"> Receive recommendations about the Facilities Master Plan needs assessment 	Facilities Advisory Committee will convene in Spring
Solar Panel Options	<ul style="list-style-type: none"> Revisit solar panel options throughout the District 	Seeking funding options
Amigos de los Rios	<ul style="list-style-type: none"> Status report on the results of the Prop 68 grant 	Progress reports continuously throughout the SY
Lobbyist Efforts for MUSD	<ul style="list-style-type: none"> Discuss efforts of lobbyist group on behalf of the District 	Continue to seek grant opportunities
CELC/ Cognitive Toolbox Update	<ul style="list-style-type: none"> Receive update on the status of the program 	End of 2021-22 SY
Safety Corridor Plans for MUSD schools	<ul style="list-style-type: none"> Plans to create a “safety corridor” in and around school sites with the assistance of MPD 	Plan has been developed and is posted on District & City website
Positive Behavior Intervention & Supports (PBIS) implementation	<ul style="list-style-type: none"> Update on the implementation of PBIS at school sites; including how planning and restorative practices are woven into implementation 	Status update to be provided throughout the year

Issue/Question/Request	Status	Next steps
	Long Range Plans	
Regular Policy Review	District Vision – 0000; Community Relations – 1000; Administration – 2000; Board Operations – 8000; Board Bylaws – 9000	2021-22
	Business Policies	2021-22
	Human Resources Policies	2021-22
	Educational Services Policies	2021-22
	Pupil Personnel Services	2021-22