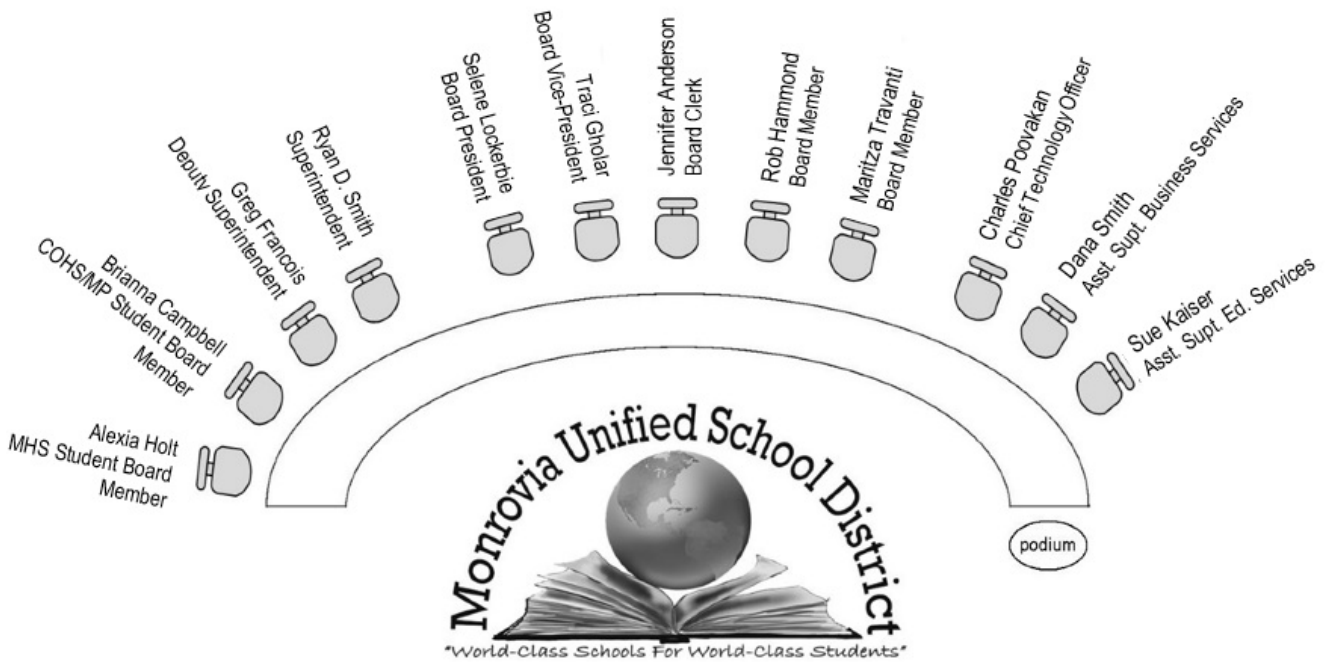




In accordance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call the Superintendent's Office (626) 471-2010, twenty-four hours prior to the meeting so that reasonable arrangements can be made. The Administration Center Board Room is wheelchair 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, July 27, 2022

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

BOARD OF EDUCATION OPEN SESSION MEETING

Wednesday, July 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 REGULAR BOARD OF EDUCATION OPEN SESSION (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. Public Employee Discipline/Dismissal/Release (Government Code Section 54957)

2. Tort Liability Claim: Kalia Owes Agency against Monrovia Unified School District
[Government Code section 54954.5 (d)]

3. Superintendent employment contract. (Discussion only)

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

3. Roll Call:

Selene Lockerbie, Board President _____

Ryan D. Smith, Superintendent _____

Traci Gholar, Board Vice-President _____

Gregoire Francois, Deputy Supt. _____

Jennifer Anderson, Board Clerk _____

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

Rob Hammond, Board Member _____

Greg Puccia, Asst. Supt. of HR _____

Maritza Travanti, Board Member _____

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 June 22, 2022.

Motion by _____, seconded by _____, Vote _____

Board Member Travanti ____, Board Member Hammond ____, Board Member Anderson ____,

Board Member Gholar ____, Board President Lockerbie _____

[BM Mins - 062222.pdf](#)

3. Approve the Minutes of the Special Board of Education Meeting on July 20, 2022.

Motion by _____, seconded by _____, Vote _____

Board Member Travanti ____, Board Member Hammond ____, Board Member Anderson ____,

Board Member Gholar ____, Board President Lockerbie _____

[BM Mins - 072022.pdf](#)

F. COMMUNICATIONS

1. Board Member Reports

2. 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. TRUE NORTH RESEARCH & PIPER SANDLER PRESENTATION. *(Dr. Ryan Smith, Superintendent)*. The Board of Education will receive an informational report from True North Research & Piper Sandler regarding poll results for a potential general obligation bond measure.

2. BOND COUNSEL & PIPER SANDLER PRESENTATION. *(Dr. Ryan Smith, Superintendent)*.

The Board of Education will receive an informational report from Bond Counsel & Piper Sandler regarding a draft resolution for a potential general obligation bond measure.

[Resolution Calling Bond Election - Monrovia USD - Nov 2022.pdf](#)

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. 22/23-1001- AGREEMENT WITH RANDOLPH LAW GROUP AND MONROVIA UNIFIED SCHOOL DISTRICT

The Board of Education is requested to approve an agreement for legal services between Monrovia Unified School District and Randolph Law Group, Attorneys at Law for the 2022-23 school year.

[Randolph Legal Services Agreement 2022 signed.pdf](#)

2. 22/23-1002 - NON-PUBLIC SCHOOL/AGENCY CONTRACTS

The Board of Education is requested to ratify non-public school/agency Master Contracts with multiple service providers as detailed in Master Contract Report #1 for the 2022/2023 school year, beginning July 1, 2022, through June 30, 2023.

[Master Contracts - Report 1.pdf](#)

3. 22/23-1003 - COMPROMISE AND RELEASE AGREEMENT

The Board of Education is requested to ratify a Compromise and Release agreement in regards to Student No. 2340786475 dated July 15, 2022.

[Settlement Agreement Report 1.pdf](#)

4. 22/23-1004 - AGREEMENT FOR TRANSPORTATION SERVICES

The Board of Education is requested to approve an agreement with Jorge's Get Around for school pupil activity and special education student transportation for the 2022-23 school year.

[Agreement to Furnish Pupil Transportation Services 2022-23.pdf](#)

5. 22/23-1005 - PERSONAL SERVICE AGREEMENT WITH DIANA BRANDIN/ REALTIME CAPTIONING

The Board of Education is requested to ratify a Personal Service Agreement with Diana Brandin Realtime Captioning to provide captioning services for special education student 6022122930. This agreement will be in effect from July 1, 2022, to June 30, 2023.

[PSA - Report 3.pdf](#)

[Diana Brandin Realtime Captioning PSA.pdf](#)

6. 22/23-1006 -TRANSPORTATION REIMBURSEMENT AGREEMENT

The Board of Education is requested to ratify Transportation Reimbursement Agreements for transportation provided by parents beginning July 1, 2022, through June 30, 2023.

[Transportation Reimbursement Report 1.pdf](#)

7. 22/23-1007 - RENEWAL OF CONTRACT BETWEEN NEARPOD, INC., AND MONROVIA UNIFIED SCHOOL DISTRICT

The Board of Education is requested to approve the renewal of the contract between Nearpod, Inc., and Monrovia Unified School District for service dates July 27, 2022, through July 26, 2023.

[Nearpod Quote - 20220727.pdf](#)

[Nearpod® Terms and Conditions - 20220727.pdf](#)

8. 22/23-1008 - PERSONAL SERVICE AGREEMENT WITH SPEECH THERAPY TEAM

The Board of Education is requested to approve a Personal Service Agreement with Speech Therapy Team as detailed in Personal Service Agreement Report #2, beginning July 1, 2022, through June 30, 2023.

[Agreement w/Speech Therapy Team.pdf](#)

9. 22/23-1009 - AGREEMENT WITH CAMPUS CLINIC, LLC., (FORMERLY KNOWN AS COVID CLINIC, INC.)

The Board of Education is requested to approve an agreement with Campus Clinic, LLC., formerly known as COVID Clinic, Inc., to continue services for the 2022-23 school year.

[Campus Clinic On Campus Health Center Lead Agency Agreement - 20220727.pdf](#)

BUSINESS SERVICES

10. 22/23-2001- PURCHASE ORDERS AND PAYMENT OF BILLS

The Board of Education is requested to ratify purchase orders in the amount of \$646,397.90, issued June 3, 2022, through July 14, 2022, and payments in the amount of \$8,781,401.41, issued June 10, 2022, through July 13, 2022.

[BA Item 2001\(b-e\) Purchase Order Rpts 7-27-22.pdf](#)

11. 22/23-2002 - DISTRICT CASH RECEIPTS

The Board of Education is requested to receive District cash receipts; Deposit Report No. 43 through No. 46, deposited June 13, 2022, through June 30, 2022, for a total amount of \$1,041,166.82.

[BA Item 2002\(b-e\) Deposit Reports #43-#46 7-22-22.pdf](#)

12. 22/23-2003 - BUDGETARY TRANSFERS AND REVISIONS

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

[BA Item 2003\(b\) Budgetary Transfers 7-27-22.pdf](#)

13. 22/23-2005 - PROFESSIONAL SERVICE AGREEMENTS

The Board of Education is requested to approve the Professional Service Agreements Report #1 for the Monrovia Unified School District 2022-23 SY.

[Professional Service Agmts #1- 072722.pdf](#)

14. 22/23-2006 - PURCHASE AGREEMENTS WITH GOLD STAR FOODS

The Board of Education is requested to approve two (2) purchase agreements with Gold Star Foods to provide produce and fresh bread, frozen, refrigerated, processed commodities, and/or commercial dry foods for our student nutrition program.

[Gold Star Foods Agmt. \(Frozen, Ref., Processed Commodity, Dry Foods, and Distribution\) SY 22-23.pdf](#)

[Gold Star Food Agmt. \(Produce\) SY 22-23.pdf](#)

15. 22/23-2007 - PURCHASE AGREEMENT WITH DRIFTWOOD DAIRY

The Board of Education is requested to approve a purchase agreement with Driftwood Dairy to provide milk, eggs, and cheese products for our student nutrition program.

[Driftwood Dairy Agmt. SY 22-23.pdf](#)

16. 22/23-2008 - PURCHASE PRICES FOR STUDENT MEALS WITH DOMINO'S PIZZA

The Board of Education is requested to approve the purchase prices with Domino's Pizza to provide smart slice pizza for our student nutrition program during the 2022-23 school year.

[Domino's Pizza Agmt. SY 22-23.pdf](#)

17. 22/23-2009 - PURCHASE AGREEMENT WITH PIZZA HUT

The Board of Education is requested to approve a piggyback purchase agreement with Pizza Hut to provide A+ Pizza for our student nutrition program.

[Pizza Hut Agmt. SY 22-23.pdf](#)

18. 22/23-2010 - AGREEMENT WITH ACTION DUCT CLEANING COMPANY

The Board of Education is requested to approve an agreement with Action Duct Cleaning Company to support our student nutrition program.

[Action Duct 22-23 SY Kitchen Exhaust Cleaning.pdf](#)

19. 22/23-2011 - SERVICE AGREEMENT WITH FROSTLINE, INC.

The Board of Education is requested to approve a service agreement with Frostline, Inc. to support our student nutrition program.

[FROSTLINE, INC Agmt.pdf](#)

20. 22/23 - 2012 - PROFESSIONAL SERVICES AGREEMENT WITH DANNIS, WOLIVER & KELLEY (DWK), ATTORNEYS AT LAW

The Board of Education is requested to ratify a professional services agreement with Dannis, Woliver & Kelley (DWK), Attorneys at Law to provide bond counsel and related financing services associated with a 2022 bond election, beginning July 21, 2022.

[AGREEMENT FOR PROFESSIONAL SERVICES.pdf](#)

HUMAN RESOURCES

21. 22/23-3001- QUARTERLY UNIFORM COMPLAINT

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

[4th quarter 2022 UCP Reporting fillable.pdf](#)

22. 22/23-3002 - AFFILIATION AGREEMENT BETWEEN CLAREMONT GRADUATE UNIVERSITY AND MONROVIA UNIFIED SCHOOL DISTRICT

The Board of Education is requested to approve an affiliation agreement between Claremont Graduate University and the Monrovia Unified School District for a term beginning August 1, 2022, through July 31, 2025.

[Claremont Graduate Agreement -072722.pdf](#)

23. 22/23-3003 - MFT CLINICAL TRAINING AFFILIATION AGREEMENT WITH CALIFORNIA STATE UNIVERSITY, LOS ANGELES

The Board of Education is requested to approve an affiliation agreement with California State

University, Los Angeles, to participate in the MFT Clinical program in the Charter School of Education at California State University, Los Angeles (CSLA).

[Clinical Affiliation Agreement with Cal State Los Angeles MFT program.pdf](#)

24. 22/23-3004 - CONFERENCE/ IN-SERVICE ATTENDANCE AND TRAVEL

The Board of Education is requested to approve Travel and Conference Report #1.

[07272022TravelConference.pdf](#)

25. 22/23-3005 - PERSONNEL ASSIGNMENTS

The Board of Education is requested to approve Personnel Assignments Report #1.

[2022-07-27 Personnel Report 1.pdf](#)

BOARD BUSINESS

26. 22/23-5001- AMENDMENT TO CERTIFICATION OF SIGNATURES

The Board of Education is requested to approve an amendment to the Annual Certification of Signatures for the 2022-23 school year.

27. 22/23-5003 - CONSULTANT AGREEMENT WITH LEADERSHIP ASSOCIATES FOR EXECUTIVE COACHING

The Board of Education is requested to approve a consultant agreement with Leadership Associates to provide executive coaching and advisement services to the Superintendent, Deputy Superintendent, and Assistant Superintendents of Business Services and Human Resources throughout the 2022-23 school year, and to facilitate the district leadership retreat on August 2-3, 2022.

[Monrovia USD Consultant Agreement 2022-23 ELD Exec Adv \(1\).pdf](#)

28. 22/23-5004 - AGREEMENT BETWEEN MONROVIA UNIFIED SCHOOL DISTRICT AND VMA COMMUNICATIONS

The Board of Education is requested to approve an agreement between Monrovia Unified School District and VMA Communications to provide marketing and public relations services to the District until December 31, 2022.

[VMA Monrovia USD Contract FY 22-23.pdf](#)

[Monrovia USD State of the Schools Estimate FY 22-23.pdf](#)

29. 22/23-5005 - BOARD POLICY 4033, *LACTATION ACCOMMODATION*, AND ADMINISTRATIVE REGULATION 4032, *REASONABLE ACCOMMODATION*

The Board of Education is requested to adopt Board Policy 4033, *Lactation Accommodation*, and administrative regulation 4032, *Reasonable Accommodation*, as recommended by the California School Boards Association (CSBA).

[BP 4033 Lactation Accommodation.pdf](#)

[AR 4032 Reasonable Accommodation.pdf](#)

30. 22/23-5006 - BOARD POLICY 4111, *RECRUITMENT AND SELECTION*, AND ADMINISTRATIVE REGULATION 4112, *APPOINTMENT AND CONDITIONS OF EMPLOYMENT*

The Board of Education is requested to adopt Board Policy 4111, *Recruitment and Selection*, and Administrative Regulation, 4112, *Appointment and Conditions of Employment*, as recommended by the California School Boards Association (CSBA).

[BP 4111 Recruitment and Selection.pdf](#)

[AR 4112 Appointment and Conditions of Employment.pdf](#)

31. 22/23-5007 - BOARD POLICY 4112.42, *DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS*

The Board of Education is requested to adopt Board Policy 4112, *Drug and Alcohol Testing*, as

recommended by the California School Boards Association (CSBA).

[BP 4112.42 Drug and Alcohol Testing For School Bus Drivers.pdf](#)

32. 22/23-5008 - BOARD POLICY 5119, STUDENTS EXPELLED FROM OTHER DISTRICTS

The Board of Education is requested to adopt Board Policy 5119, *Students Expelled From Other Districts*, as recommended by the California School Boards Association (CSBA).

[5119_BP STUDENTS EXPELLED FROM OTHER DISTRICTS.pdf](#)

33. 22/23-5009 - BOARD POLICY 5131, STUDENT CONDUCT

The Board of Education is requested to adopt Board Policy 5131, *Student Conduct*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

[BP 5131 STUDENT CONDUCT.pdf](#)

34. 22/23-5010 - BOARD POLICY 5131.8, MOBILE COMMUNICATION DEVICES

The Board of Education is requested to adopt Board Policy 5131.8, *Mobile Communication Devices*.

[5131.8 BP MOBILE COMMUNICATION DEVICES.pdf](#)

35. 22/23-5011- BOARD POLICY 5141.33, HEAD LICE

The Board of Education is requested to adopt Board Policy 5141.33, *Head Lice*, as recommended by the California School Boards Association (CSBA).

[5141.33 BP HEAD LICE.pdf](#)

36. 22/23-5012 - BOARD POLICY 6164.5, STUDENT SUCCESS TEAMS, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION

The Board of Education is requested to adopt Board Policy 6164.5, *Student Success Teams*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

[6164.5 BP STUDENT SUCCESS TEAMS.pdf](#)

[6164.5 AR STUDENT SUCCESS TEAMS.pdf](#)

37. 22/23-5013 - BOARD POLICY 7214, GENERAL OBLIGATION BONDS & ITS ACCOMPANYING ADMINISTRATIVE REGULATION

The Board of Education is requested to receive for adoption Board policy 7214, *General Obligation Bonds*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

[BP 7214 General Obligation Bonds.pdf](#)

[AR 7214 General Obligation Bonds.pdf](#)

J. ACTION ITEMS (Non-Consent)

EDUCATIONAL SERVICES – Greg Francois, Ed.D., Deputy Superintendent

1. 22/23-1010 - REQUEST FOR PURCHASE OF CLASSROOM MATERIALS AND SUPPLIES FOR THE FEMINEER STUDENT PROGRAM

The Board of Education is requested to approve the purchase of classroom materials and supplies for the Femeiner Student Program that will support student learning.

Motion by _____, seconded by _____ Vote _____

Board Member Travanti ____, Board Member Hammond ____, Board Member Anderson ____, Board Member Gholar ____, Board President Lockerbie _____

[Femeiner Creative Robotics Supplies MUSD 2022-23.xlsx - Estimate of Expenses.pdf](#)

2. 22/23-1011 - APPROVAL OF EXTENDED FIELD TRIP

The Board of Education is requested to approve an extended field trip for the Monrovia High

School cheer team to participate in the 2022 Universal Cheerleaders Association (UCA) Camp in La Quinta, California, from July 29 - August 1, 2022.

Motion by _____, seconded by _____ Vote _____

Board Member Travanti ____, Board Member Hammond ____, Board Member Anderson ____,
Board Member Gholar ____, Board President Lockerbie _____

[FIELD TRIP - MHS Cheer Camp - 20220729.pdf](#)

[FIELD TRIP - MHS Cheer Camp Attendees - 20220729.pdf](#)

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

3. 22/23-2012 - SERVICE AGREEMENT WITH PIPER SANDLER & COMPANY

The Board of Education is requested to ratify an agreement with Piper Sandler & Company for financial advisory services.

Motion by _____, seconded by _____ Vote _____

Board Member Travanti ____, Board Member Hammond ____, Board Member Anderson ____,
Board Member Gholar ____, Board President Lockerbie _____

[BA Item 2012\(b\) Service Agreement with Piper Sandler & Co. 7-27-22.pdf](#)

4. 22/23-2013 - MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN MONROVIA UNIFIED SCHOOL DISTRICT AND SANTA ANITA FAMILY YMCA

The Board of education is requested to ratify a Memorandum of Understanding (MOU) between Santa Anita Family YMCA and Monrovia Unified School District for use of the Monrovia High School swimming pool for the period of July 18, 2022, through August 10, 2022.

Motion by _____, seconded by _____ Vote _____

Board Member Travanti ____, Board Member Hammond ____, Board Member Anderson ____,
Board Member Gholar ____, Board President Lockerbie _____

[BA Item 2013\(b\) MOU with Santa Anita Family YMCA 7-27-22.pdf](#)

5. 22/23-2014 - AGREEMENT WITH TRUE NORTH RESEARCH

The Board of Education is requested to ratify an agreement with True North Research for polling services.

Motion by _____, seconded by _____ Vote _____

Board Member Travanti ____, Board Member Hammond ____, Board Member Anderson ____,
Board Member Gholar ____, Board President Lockerbie _____

[BA Item 2014\(b\) Agreement with True North Research 7-27-22.pdf](#)

6. 22/23-2015 - AGREEMENT FOR CONSULTING SERVICES WITH K12LOGIC LLC

The Board of Education is requested to ratify a consulting services agreement with K12Logic LLC for technology support services.

Motion by _____, seconded by _____ Vote _____

Board Member Travanti ____, Board Member Hammond ____, Board Member Anderson ____,
Board Member Gholar ____, Board President Lockerbie _____

[BA Item 2015\(b\) Agreement for Consulting Services with K12Logic LLC 7-27-22.pdf](#)

7. 22/23-2016 - ARCHITECTURAL SERVICES AGREEMENT WITH WESTGROUP DESIGNS, INC. FOR WILD ROSE AND PLYMOUTH PLAYGROUND MODERNIZATION

The Board of Education is requested to approve an agreement with Westgroup Designs, Inc. to perform design, construction project management, supplier coordination, quality control and implementation of new playground structures, shade components, and playground surface flooring at Wild Rose and Plymouth Elementary Schools.

Motion by _____, seconded by _____ Vote _____

Board Member Travanti ____, Board Member Hammond ____, Board Member Anderson ____,
Board Member Gholar ____, Board President Lockerbie _____

[BA 2016\(b\) Architectural Services Agreement with Westgroup Designs, Inc. 7-27-22.pdf](#)

8. 22/23-2017 - PURCHASE AGREEMENT WITH ADVOCATES FOR HEALTHY LIVING

The Board of Education is requested to approve a purchase agreement with Advocates for Healthy Living (AFHL) to provide Farm Fresh Produce for our child nutrition program.

Motion by _____, seconded by _____ Vote _____

Board Member Travanti ____, Board Member Hammond ____, Board Member Anderson ____,
Board Member Gholar ____, Board President Lockerbie _____

[Agreement between MUSD and Advocates For Healthy Living SY 22-23 072020221345.pdf](#)

9. 22/23-2018 - SERVICE AGREEMENT WITH DOCUSIGN

The Board of Education is requested to approve an agreement with DocuSign for e-signature services.

Motion by _____, seconded by _____ Vote _____

Board Member Travanti ____, Board Member Hammond ____, Board Member Anderson ____,
Board Member Gholar ____, Board President Lockerbie _____

[BA Item 2018\(b\) Service Agreement with DocuSign 7-27-22.pdf](#)

HUMAN RESOURCES – Greg Puccia, Ed.D., Asst. Superintendent of Human Resources

10. 22/23-3005 - MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN MONROVIA TEACHERS ASSOCIATION (MTA) AND MONROVIA UNIFIED SCHOOL DISTRICT, CERTIFICATED SUBSTITUTE PAY RATE ADJUSTMENTS

The Board of education is requested to approve a Memorandum of Understanding (MOU) between the Monrovia Teachers Association (MTA) and Monrovia Unified School District for certificated substitute pay rate adjustments.

Motion by _____, seconded by _____ Vote _____

Board Member Travanti ____, Board Member Hammond ____, Board Member Anderson ____,
Board Member Gholar ____, Board President Lockerbie _____

[MTA_Sub_pay_for_2022-2023 Signed.pdf](#)

BOARD BUSINESS - Ryan D. Smith, Ed.D., Superintendent

11. 22/23-5014- AMENDMENT NO.1 TO SUPERINTENDENT EMPLOYMENT CONTRACT

The Board of Education is requested to approve amendment No.1 to the employment contract for the Superintendent of Monrovia Unified School District, extending the term of the original contract one (1) additional year until June 30, 2026.

Motion by _____, seconded by _____ Vote _____

Board Member Travanti ____, Board Member Hammond ____, Board Member Anderson ____,
Board Member Gholar ____, Board President Lockerbie _____

[First Amend. to Supt. Employ Contract - 072722.pdf](#)

12. 22/23-5015- AMENDMENT NO.2 TO SUPERINTENDENT EMPLOYMENT CONTRACT

The Board of Education is requested to approve amendment No.2 to the employment contract for the Superintendent of Monrovia Unified School District, amending section 14 of the original contract.

Motion by _____, seconded by _____ Vote _____

Board Member Travanti ____, Board Member Hammond ____, Board Member Anderson ____,
Board Member Gholar ____, Board President Lockerbie _____

[Second Amend. to Supt. Employment Contract - 072722.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 072722.pdf](#)

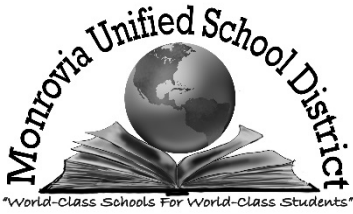
L. FUTURE MEETING DATES

- August 10, 2022; 6:30 p.m. - Regular Board of Education Meeting
- August 24, 2022; 6:30 p.m. - Regular Board of Education Meeting
- September 14, 2022; 6:30 p.m. - Regular Board of Education Meeting

M. NEW BUSINESS

- New Employee Breakfast - August 8, 2022; 8am @ Monrovia Community Center
- All Staff In-Service - August 15 & 16, 2022; 8am @ Monrovia High School
- First Day of School - August 17, 2022

N. ADJOURN REGULAR BOARD OF EDUCATION OPEN SESSION MEETING



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

BOARD OF EDUCATION CLOSED SESSION

Wednesday, June 22, 2022

4:15 p.m. - Superintendent's Office

BOARD OF EDUCATION OPEN SESSION MEETING

Wednesday, June 22, 2022

6:30 p.m. - Board Room

UNADOPTED MINUTES

A. CONVENED BOARD OF EDUCATION OPEN SESSION MEETING (4:15 p.m.)

1. Meeting was called to order at 4:15 p.m.
2. Public Comments for Items on Closed Session Agenda
There were none.

B. CONVENED BOARD OF EDUCATION CLOSED SESSION at 4:20 p.m.

1. Expulsion Case No. 2122-03, Student ID: 111118668, [Ed. Code 48900 (a) (2)]
2. 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).
3. Public Employee Discipline/Dismissal/Release (Government Code Section 54957)
4. Conference with legal counsel regarding anticipated litigation (Government Code Section 54956.9)
5. Superintendent evaluation (Government Code Section 54957)
6. Public Employee Appointment - *Principal* (Government Code Section 54957)

C. RECESSED BOARD OF EDUCATION CLOSED SESSION at 6:30 p.m.

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

1. Board President Lockerbie opened the meeting at 6:34 pm, welcoming the newest members of the MUSD family, Harper April & Emma Marie Rosenberg, grandchildren of Asst. Supt. of Educational Services, Sue Kaiser.
2. Pledge of Allegiance

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

4. Report out of Closed Session

Board President Lockerbie announced that Board of Education voted unanimously to appoint Jennifer Maljian to the position of Elementary School Principal.

E. ORDER OF BUSINESS

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

There were no changes to the order.

2. Approve the Minutes of the Regular Board of Education Meeting on June 9, 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 - 060922.pdf](#)

F. RECOGNITIONS AND COMMUNICATIONS

1. The Board of Education congratulated **Assistant Superintendent of Educational Services, Dr. Sue Kaiser**, on her retirement and over 40-year career in education.

2. Board Member Reports

3. Report from the Superintendent

- **Dr. Smith** provided an update on the District's "Vision to Learn" program who provides eyewear, eye exams and screening to district students.
- **Dr. Smith** also invited **Citrus College Board President, Mary Ann Lutz** to share about the district's partnership with Citrus College.

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.

- **Genevieve Sheehan** addressed the Board of Education regarding active shooter drills and encouraged the Board of Education to adopt a resolution that states that any active shooter drills provided students are age and developmentally appropriate.
- **Melissa Taylor** addressed the Board of Education regarding a gun safety resolution and encouraged the Board to please consider passing this for district students.

2. Public Comments for items on the Open Session Agenda

There were none.

H. 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 Travanti, 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

EDUCATIONAL SERVICES

1. 21/22-1120 - RENEWAL OF LICENSE WITH EDPUZZLE INC.

The Board of Education approved the renewal of a district-wide license with Edpuzzle Inc. for a one-year term.

[Edpuzzle - 20220622.pdf](#)

[Edpuzzle - Terms of Service - Privacy Policy \(2021\).pdf](#)

2. 21/22-1121 - MEMORANDUM OF UNDERSTANDING BETWEEN FIVE ACRES - THE BOYS' AND GIRLS' AID SOCIETY OF LOS ANGELES COUNTY AND MONROVIA UNIFIED SCHOOL DISTRICT

The Board of Education approved a Memorandum of Understanding with Five Acres - The Boys' & Girls' Aid Society of Los Angeles County (Five Acres) to provide counseling services to identified students in the Monrovia Unified School District from July 1, 2022, through June 30, 2023.

[Five Acres MOU - 20220622.pdf](#)

3. 21/22-1122 - NATIONAL ACADEMIES FOUNDATION (NAF) AGREEMENT

The Board of Education approved an agreement between the National Academies Foundation (NAF) and Monrovia Unified School District, effective July 1, 2022, through June 30, 2023.

[NAF Membership Agreement - Monrovia USD 22-23 Final Updated 6.15.22.pdf](#)

4. 21/22-1124 - MEMORANDUM OF UNDERSTANDING BETWEEN THE COTSEN FOUNDATION FOR THE ART OF TEACHING, THE MONROVIA UNIFIED SCHOOL DISTRICT, AND MAYFLOWER ELEMENTARY SCHOOL

The Board of Education approved the Memorandum of Understanding between the Cotsen Foundation for the ART of TEACHING, the Monrovia Unified School District, and Mayflower Elementary School from July 1, 2022, through June 30, 2023.

[Cotsen Award Letter and the ART of TEACHING MOU - 20220622.pdf](#)

5. 21/22-1126 - COMPROMISE AND RELEASE AGREEMENT

The Board of Education ratified a Compromise and Release Agreement in regards to Student No. 3988715657 dated May 27, 2022.

[Settlement Agreement Report 12.pdf](#)

BUSINESS SERVICES

6. 21/22-2160 - PURCHASE ORDERS AND PAYMENT OF BILLS

The Board of Education ratified purchase orders in the amount of \$444,293.31 issued May 20, 2022, through June 3, 2022, and payments in the amount of \$6,656,259.88, issued May 25, 2022, through June 9, 2022.

[BA Item 2160\(b-e\) Purchase Order Rpt 6-22-22.pdf](#)

7. 21/22-2161 - BUDGETARY TRANSFERS AND REVISIONS

The Board of Education approved the budgetary adjustments as submitted.

[BA Item 2161\(b\) Budgetary Transfers 6-22-22.pdf](#)

8. 21/22-2162 - CUMULATIVE OBJECT SUMMARY REPORTS

The Board of Education received the final District Cumulative Object Summary report for the month of May 2022.

[BA Item 2162\(b\) Cumulative Object Summary Rpt \(May 2022\).pdf](#)

9. 21/22-2163 - ACCEPTANCE OF GIFTS

The Board of Education accepted the gifts as described in Acceptance of Gifts Report No. 2122-12.

[Acceptance of Gifts #2022-12-06-22-22.pdf](#)

10. 21/22-2164- PROFESSIONAL SERVICE AGREEMENTS

The Board of Education approved the Professional Service Agreements Report #18 for the Monrovia Unified School District 2021-22 SY.

[Professional Service Agmts #18 - 062222.pdf](#)

11. 21/22-2165 - YEAR-END APPROPRIATION TRANSFERS

The Board of Education authorized the Los Angeles County Office of Education (LACOE) to make appropriation transfers as necessary at the close of the school year to permit payment of obligations of the district incurred during the 2021-22 fiscal year.

[Authorization to Make Appropriation Transfers - 2021-22.pdf](#)

12. 21/22-2166 - INTER-FUND TRANSFERS FOR 2022-23

The Board of Education approved the routine transfer of cash between District funds for the 2022-23 fiscal year.

HUMAN RESOURCES

13. 21/22-3041 - PERSONNEL ASSIGNMENTS

The Board of Education approved Personnel Assignments Report #21.

[2022-06-22 Personnel Report 21.pdf](#)

14. 21/22-3043 - PERSONNEL COMMISSION MEMBERSHIPS 2022-2023 SCHOOL YEAR

The Board of Education approved the payment of contractual fees and memberships from the Personnel Commission budget for Cooperative Organization for the Development of Employee Selection Procedures (CODESP), California School Personnel Commissioners Association (CSPCA), and the Personnel Commissioners Association of Southern California (PCASC).

TECHNOLOGY

15. 21/22-4017 - RENEWAL OF SUBSCRIPTION WITH CLASSLINK, INC.

The Board of Education approved a one-year (1) subscription agreement with Classlink, Inc., to use multiple electronic data systems to manage, store, and report data about various District activities and functions. Effective August 1, 2022, through July 31, 2023.

[Classlink Renewal 22-23.pdf](#)

16. 21/22-4018 - RENEWAL OF SUBSCRIPTION WITH PANDADOC

The Board of Education approved a one (1) year software subscription with PandaDoc allowing the electronic signing of documents.

[Monrovia Unified PandaDoc Renewal - 2022-2023.pdf](#)

17. 21/22-4019 - RENEWAL OF ZOOM SUBSCRIPTION

The Board of Education approved a one-year (1) subscription for Zoom video conferencing software for the 2022-2023 school year.

[Zoom Renewal 22-23.pdf](#)

BOARD BUSINESS

18. 21/22-5100 - DUES AND MEMBERSHIPS FOR 2022-23 SY

The Board of Education approved memberships for the 2022-23 school year for the organizations as listed.

[2022-23 Dues and Memberships.pdf](#)

19. 21/22-5101 – MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN MONROVIA UNIFIED SCHOOL DISTRICT AND THE CITY OF MONROVIA FOR A SCHOOL RESOURCE OFFICER (SRO)

The Board of Education approved a Memorandum of Understanding (MOU) between Monrovia Unified School District and the City of Monrovia for School Resource Officer (SRO) services for the 2022-23 SY.

[2022-23 SRO MOU.pdf](#)

20. 21/22- 5102 – MEMORANDUM OF UNDERSTANDING WITH COMMUNITY MEDIA OF THE FOOTHILLS (CMF), OR KGEM

The Board of Education approved a Memorandum of Understanding (MOU) between Monrovia Unified School District and Community Media of the Foothills (CMF), or KGEM, for the streaming and archival of Board of Education meetings, from July 1, 2022, to June 30, 2023.

[2022-23 KGEM MOU.pdf](#)

21. 21/22-5103 - RESOLUTION RECOGNIZING THE CONTINUED STATE OF EMERGENCY & REAUTHORIZING THE NEED FOR TELECONFERENCED MEETINGS PURSUANT TO AB 361

The Board of Education adopted Resolution No. 2122-30, recognizing the continued state of emergency that exists and reauthorizing the need for teleconferenced meetings pursuant to AB 361.

[AB 361 Resolution - 062222.pdf](#)

22. 21/22-5104 – RETAINER AGREEMENT FOR LEGAL SERVICES FOR 2022-2023 SCHOOL YEAR, MARGARET CHIDESTER & ASSOCIATES

The Board of Education approved a Retainer Agreement between Margaret A. Chidester & Associates and Monrovia Unified School District for legal services for the 2022- 2023 school year.

[Retainer Agreement Margaret A. Chidester and Assoc. effect. 070122.pdf](#)

I. ACTION ITEMS (Non-Consent)

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

1. 21/22-1113 - NWEA MASTER SUBSCRIPTION AGREEMENT

The Board of Education approved a subscription agreement between NWEA and Monrovia Unified School District, effective July 1, 2022, through June 30, 2023.

Motion by Board Member Gholar, seconded by Board Member Anderson,
Board Member Travanti – Y, Board Member Hammond – Y, Board Member Anderson - Y,
Board Member Gholar – Y, Board President Lockerbie – Y

Vote 5-0

[NWEA Master Subscription Agreement - 20220609.pdf](#)

[NWEA Sales Order - 20220609.pdf](#)

[NWEA Privacy Policy - 20220609.pdf](#)

2. 21/22-1123 - AGREEMENT WITH COMMITTEE FOR CHILDREN FOR THE SECOND STEP PROGRAM

The Board of Education approved an agreement with Committee for Children for the Second Step Program and digital licenses to pilot the program at one elementary and one middle school for 2022-23 school year.

Motion by Board Member Travanti, seconded by Board Member Anderson,
Board Member Travanti – Y, Board Member Hammond – Y, Board Member Anderson - Y,
Board Member Gholar – Y, Board President Lockerbie – Y

Vote 5-0

[Second Step Quote - 20220622.pdf](#)

[Second Step Proposal Review.pdf](#)

3. 21/22-1125 - ADOPTION OF THE LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP)

The Board of Education adopted the Local Control Accountability Plan (LCAP).

Motion by Board Member Hammond, seconded by Board Member Anderson,
Board Member Travanti – Y, Board Member Hammond – Y, Board Member Anderson - Y,
Board Member Gholar – Y, Board President Lockerbie – Y

Vote 5-0

[LCAP Presentation - 20220609.pdf](#)

[LCFF Budget Overview for Parents - 20220609.pdf](#)

[LCAP 2022-23.pdf](#)

4. 21/22-1127 - AGREEMENT BETWEEN MONROVIA UNIFIED SCHOOL DISTRICT AND CURRICULUM ASSOCIATES

The Board of Education approved an agreement with Curriculum Associates for iReady licenses for the district's five (5) elementary schools, two (2) middle schools, and Mountain Park School, and to provide professional development for the Instructional Specialist and iReady trainer during the 2022-23 school year.

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

[Curriculum Associates iReady Quote - 20220622.pdf](#)

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

5. 21/22-2167 - RESOLUTION REGARDING THE EDUCATION PROTECTION ACCOUNT FOR 2022-23

The Board of Education adopted Resolution No. 2122-27 to approve the use of Education Protection Account (EPA) funds for the 2022-23 fiscal year.

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

[EPA Resolution - 062222.pdf](#)

6. 21/22-2168 - RESOLUTION TO AUTHORIZE TEMPORARY INTER-FUND CASH BORROWING

The Board of Education adopted Resolution No. 2122-28 to authorize the temporary borrowing of cash between District funds for the 2022-23 fiscal year.

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

[Inter-Fund Borrowing Resolution.pdf](#)

7. 21/22-2169 - RESOLUTION TO AUTHORIZE TEMPORARY TRANSFERS OF FUNDS FROM THE LOS ANGELES COUNTY TREASURER

The Board of Education adopted Resolution No. 2122-29 to authorize the temporary transfer of funds from the Los Angeles County Treasurer for the 2022-23 fiscal 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

[L.A. County Treasurer Borrowing Resolution.pdf](#)

8. 21/22-2170 - ADOPTED BUDGET FOR THE 2022-23 FISCAL YEAR

The Board of Education approved the 2022-23 Adopted Budget for all district funds.

Motion by Board Member Travanti, 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

[2022-23 Adopted Budget.pdf](#)

9. 21/22-2171 - APPROVAL OF AGREEMENT WITH BRITWORKS, INC.

The Board of Education approved an agreement with Briteworks, Inc., to provide janitorial services for the District at sites as needed. Effective June 23, 2022, through June 30, 2023.

Motion by Board Member Hammond, seconded by Board Member Anderson,
Board Member Travanti – Y, Board Member Hammond – Y, Board Member Anderson - Y,
Board Member Gholar – Y, Board President Lockerbie – Y
[A9 2171 Briteworks inc.pdf](#)

Vote 5-0

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

**10. 21/22- 3044 - AFFILIATION AGREEMENT BETWEEN EMERSON COLLEGE AND
MONROVIA UNIFIED SCHOOL DISTRICT**

The Board of Education approved an Affiliation Agreement with Emerson College allowing the
Monrovia Unified School District to provide clinical education experiences to Speech-Language
Pathology Students.

Motion by Board Member Anderson, seconded by Board Member Travanti,
Board Member Travanti – Y, Board Member Hammond – Y, Board Member Anderson - Y,
Board Member Gholar – Y, Board President Lockerbie – Y
[Emerson College Speech Pathologist Monrovia Unified School District AA.pdf](#)

Vote 5-0

11. 21/22-3045 - APPROVAL OF CONTRACT WITH HELIOS ED

The Board of Education approved a contract with Helios Ed to streamline HR processes for the
District.

Motion by Board Member Hammond, seconded by Board Member Travanti,
Board Member Travanti – Y, Board Member Hammond – Y, Board Member Anderson - Y,
Board Member Gholar – Y, Board President Lockerbie – Y
[Helios Ed Proposal - Monrovia Unified School District.pdf](#)

Vote 5-0

**12. 21/22-3046 - APPROVAL OF UPDATED JOB DESCRIPTION, HIGH SCHOOL
COUNSELOR**

The Board of Education approved an updated job description, *High School Counselor*.

Motion by Board Member Anderson, seconded by Board Member Gholar,
Board Member Travanti – Y, Board Member Hammond – Y, Board Member Anderson - Y,
Board Member Gholar – Y, Board President Lockerbie – Y
[School Counselor, High School 2022.pdf](#)

Vote 5-0

**13. 21/22-3047 - APPROVAL OF UPDATED JOB DESCRIPTION, TRANSITION SERVICE
COUNSELOR**

The Board of Education approved an updated job description, *Transition Service Counselor*.

Motion by Board Member Hammond, seconded by Board Member Anderson,
Board Member Travanti – Y, Board Member Hammond – Y, Board Member Anderson - Y,
Board Member Gholar – Y, Board President Lockerbie – Y
[Transition Service Counselor 2022.pdf](#)

Vote 5-0

**14. 21/22-3048 - APPROVAL OF UPDATED JOB DESCRIPTION, DISTRICT HEALTH
SERVICES COORDINATOR**

The Board of Education approved an updated job description, *District Health Services Coordinator*.

Motion by Board Member Travanti, seconded by Board Member Hammond,
Board Member Travanti – Y, Board Member Hammond – Y, Board Member Anderson - Y,
Board Member Gholar – Y, Board President Lockerbie – Y
[District Health Services Coordinator 2022.pdf](#)

Vote 5-0

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

15. 21/22-5105- REVIEW AND DISCUSSION OF THE DISTRICT'S FACILITIES MASTER PLAN

The Board of Education reviewed and discussed the Monrovia Unified School District Facilities
Master Plan last completed in June 2019.

J. INFORMATIONAL 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 4033, *LACTATION ACCOMMODATION*, AND ADMINISTRATIVE REGULATION 4032, *REASONABLE ACCOMMODATION*

The Board of Education received for first reading Board Policy 4033, *Lactation Accommodation*, and Administrative Regulation 4032, *Reasonable Accommodation*, as recommended by the California School Boards Association (CSBA).

There were no further suggestions or edits, and the policy was requested to be brought back on the Consent agenda at the next Board meeting.

[BP 4033 Lactation Accommodation.pdf](#)

[AR 4032 Reasonable Accommodation.pdf](#)

2. BOARD POLICY 4111, *RECRUITMENT AND SELECTION*, AND ADMINISTRATIVE REGULATION 4112, *APPOINTMENT AND CONDITIONS OF EMPLOYMENT*

The Board of Education received for first reading Board Policy 4111, *Recruitment and Selection*, and Administrative Regulation 4112, *Appointment and Conditions of Employment*, as recommended by the California School Boards Association (CSBA).

There were no further suggestions or edits, and the policy was requested to be brought back on the Consent agenda at the next Board meeting.

[BP 4111 Recruitment and Selection.pdf](#)

[AR 4112 Appointment and Conditions of Employment.pdf](#)

3. BOARD POLICY 4112.42, *DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS*

The Board of Education received for first reading Board Policy 4112.42, *Drug and Alcohol Testing for School Bus Drivers*, as recommended by the California School Boards Association (CSBA).

There were no further suggestions or edits, and the policy was requested to be brought back on the Consent agenda at the next Board meeting.

[BP 4112.42 Drug and Alcohol Testing For School Bus Drivers.pdf](#)

4. BOARD POLICY 5022, *STUDENT AND PARENT PRIVACY RIGHTS*, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION

The Board of Education received for first reading Board Policy 5022, *Student and Parent Privacy Rights*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

There were no further suggestions or edits, and the policy was requested to be brought back on the Consent agenda at the next Board meeting.

5. BOARD POLICY 5131, *STUDENT CONDUCT*

The Board of Education received for first reading Board Policy 5131, *Student Conduct*, as recommended by the California School Boards Association (CSBA).

There were no further suggestions or edits, and the policy was requested to be brought back on the Consent agenda at the next Board meeting.

[BP 5131 STUDENT CONDUCT.pdf](#)

6. BOARD POLICY 5131.8, *MOBILE COMMUNICATION DEVICES*

The Board of Education received for first reading Board Policy 5131.8, *Mobile Communication Devices*, as recommended by the California School Boards Association (CSBA).

There were no further suggestions or edits, and the policy was requested to be brought back on the Consent agenda at the next Board meeting.

7. BOARD POLICY 5141.33, HEAD LICE

The Board of Education received for first reading Board Policy 5141.33, *Head Lice*, as recommended by the California School Boards Association (CSBA).

There were no further suggestions or edits, and the policy was requested to be brought back on the Consent agenda at the next Board meeting.

[BP 5141.33 Head Lice.pdf](#)

8. BOARD POLICY 6164.5, STUDENT SUCCESS TEAMS, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION

The Board of Education received for first reading Board Policy 6164.5, *Student Success Teams*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

There were no further suggestions or edits, and the policy was requested to be brought back on the Consent agenda at the next Board meeting.

[BP 6164.5 STUDENT SUCCESS TEAMS.pdf](#)

[AR 6164.5 STUDENT SUCCESS TEAMS.pdf](#)

9. BOARD POLICY 7214, GENERAL OBLIGATION BONDS & ITS ACCOMPANYING ADMINISTRATIVE REGULATION

The Board of Education received for first reading Board policy 7214, *General Obligation Bonds*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

There were no further suggestions or edits, and the policy was requested to be brought back on the Consent agenda at the next Board meeting.

[BP 7214 General Obligation Bonds.pdf](#)

[AR 7214 General Obligation Bonds.pdf](#)

10. 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 - 062222.pdf](#)

K. FUTURE MEETING DATES

- July 27, 2022; 6:30 p.m. - Regular Board of Education Meeting
- August 10, 2022; 6:30 p.m. - Regular Board of Education Meeting
- August 24, 2022; 6:30 p.m. - Regular Board of Education Meeting

L. NEW BUSINESS

Summer School:

- All Grades: June 13, 2022

For additional information pertaining to summer school, please visit

[**www.monroviashools.net**](http://www.monroviashools.net)

Other Dates to Calendar:

- MUSD Performing Arts Gala - June 24, 2022; 6:30 p.m. @ Monrovia Historical Museum
- Taylor Performing Arts Production of "Footloose" - July 14-15, 2022 @ 8pm; July 16, 2022 @ 2pm & 8pm; July 17, 2022 @5pm

- M. Board President Lockerbie RECESSED THE REGULAR BOARD OF EDUCATION OPEN SESSION MEETING in memory of former MUSD employee, Victoria Holguin at 9:02 p.m.
- N. RECONVENED THE REGULAR BOARD OF EDUCATION CLOSED SESSION at 9:05 p.m.
- O. ADJOURNED THE REGULAR BOARD OF EDUCATION CLOSED SESSION at 10:55 p.m.
- P. RECONVENED THE REGULAR BOARD OF EDUCATION OPEN SESSION at 10:56 p.m.
1. Called to Order
 2. Report out of Closed Session
 - In open session, Board President Lockerbie moved to suspend the expulsion of Student ID # 111118668, in Expulsion Case No. 2122-03, subject to the conditions imposed by the Board of Education, seconded by Board Member Hammond, Board Member Travanti – Y, Board Member Hammond – Y, Board Member Anderson - Y, Board Member Gholar – Y, Board President Lockerbie – Y **Vote 5-0**
- Q. Board President Lockerbie ADJOURNED THE REGULAR BOARD OF EDUCATION OPEN SESSION at 10:58 p.m.

Ryan D. Smith, Superintendent

Jennifer Anderson, Board Clerk



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

SPECIAL BOARD OF EDUCATION CLOSED SESSION

Wednesday, July 20, 2022

5:30 p.m. - Superintendent's Office

SPECIAL BOARD OF EDUCATION OPEN SESSION MEETING

Wednesday, July 20, 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. ****

UNADOPTED MINUTES

A. CONVENED SPECIAL BOARD OF EDUCATION OPEN SESSION MEETING (GC54959)

1. Meeting was called to order at 5:30 p.m.
2. Public Comments for Items on the Special Board of Education Closed Session Agenda
There were none.

B. CONVENED SPECIAL BOARD OF EDUCATION CLOSED SESSION at 5:30 p.m.

1. Public Employee Discipline/Dismissal/Release (Government Code Section 54957)
2. Conference with legal counsel regarding anticipated litigation (Government Code Section 54956.9)
3. Conference with legal counsel regarding pending litigation (Government Code Section 54956.9)
4. Public Employee Appointment - *Assistant Principal & Associate Principal* (Government Code Section 54957)

C. ADJOURNED SPECIAL BOARD OF EDUCATION CLOSED SESSION at 6:30 p.m.

D. RECONVENED SPECIAL BOARD OF EDUCATION OPEN SESSION MEETING

1. Board President Lockerbie called the meeting to order at 7:00 p.m.
2. Pledge of Allegiance

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	Dana Smith, Asst. Supt. Bus. Svcs.	Present
Rob Hammond, Member	Present	Greg Puccia, Asst. Supt. of HR	Present
Maritza Travanti, Member	Present		

4. Report out of Closed Session

- **Board President Lockerbie announced that the Board of Education unanimously voted t 21**

appoint Dominic Pincon & Brian Ilharreguy as Assistant Principals of Monrovia High School.

E. PUBLIC COMMENTS

1. Public Comments for Items on the Special Board of Education Open Session

Agenda - 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 item, totaling no more than 20 minutes per item.

There were none.

F. PRESENTATIONS

1. PIPER SANDLER PRESENTATION. (Dr. Ryan D. Smith, Superintendent)

The Board of Education received an informational report from Piper Sandler regarding a potential general obligation bond and sample ballot language.

[MUSD General Obligation Bonds.pdf](#)

G. BOARD President Lockerbie ADJOURNED the SPECIAL BOARD OF EDUCATION OPEN SESSION MEETING at 7:55 p.m.

Ryan D. Smith, Superintendent & Secretary of the Board

Jennifer Anderson, Board Clerk

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

2. BOND COUNSEL & PIPER SANDLER PRESENTATION. *(Dr. Ryan Smith, Superintendent).*

RECOMMENDATION

The Board of Education will receive an informational report from Bond Counsel & Piper Sandler regarding a draft resolution for a potential general obligation bond measure.

ATTACHMENTS

- [Resolution Calling Bond Election - Monrovia USD - Nov 2022.pdf](#)

[DISCUSSION DRAFT]

RESOLUTION NO. [_____]

RESOLUTION OF THE BOARD OF EDUCATION OF THE MONROVIA UNIFIED SCHOOL DISTRICT ORDERING A SCHOOL BOND ELECTION ON NOVEMBER 8, 2022 AND AUTHORIZING NECESSARY ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Board of Education ("Board") of the Monrovia Unified School District ("District"), located in Los Angeles County, California believes that a high quality education is the fundamental right of every student, and seeks to provide a 21st century education in a safe and engaging learning environment for all students;

WHEREAS, the Board of the District believes that a high quality education is the fundamental right of every student, and seeks to provide a 21st century education in a safe and engaging learning environment for all students;

WHEREAS, some District schools and buildings are over 100 years old, and many schools are in need of upgrades, repairs and improvements to meet modern standards;

WHEREAS, the District must repair, construct, acquire or equip classrooms, sites, and facilities to make them safe and help ensure that all students have equal access to 21st century classrooms, labs and school facilities;

WHEREAS, classrooms and educational facilities require updates for improved student learning in subjects like reading, math, science, engineering, arts and technology;

WHEREAS, the Board believes it is a wise investment to protect the quality of our schools, the quality of life in our community and the value of our homes;

WHEREAS, the District conducted a facility needs assessment to identify facility priorities and has aligned those priorities to the District's educational goals;

WHEREAS, because State funding is limited, passing a local bond measure provides a guaranteed source of local funding to maintain and improve this community's local school facilities;

WHEREAS, the Board is authorized to order elections within the District and to designate the specifications thereof, pursuant to Sections 5304 and 5322 of the California Education Code ("Education Code") and the Board is specifically authorized to order elections for the purpose of submitting to the electors the question of whether bonds of the District shall be issued and sold for the purpose of raising money for the purposes specified herein, pursuant to Section 15100 *et seq.* of the Education Code and other applicable provisions of law;

WHEREAS, this bond measure will benefit local schools, funding will be controlled locally, no funds can be taken away by the State or other school districts, and by law, no money may be used for administrator salaries or pensions;

WHEREAS, this bond measure requires strict fiscal accountability protections including mandatory annual audits and an independent citizens' oversight committee comprised of local residents to ensure funds are managed and spent properly;

WHEREAS, pursuant to section 18 of Article XVI and section 1 of Article XIII A of the California Constitution (also known as "Proposition 39"), and Section 15266 of the Education Code, school districts may seek approval of general obligation bonds and levy an *ad valorem* tax to repay those bonds upon a fifty-five percent (55%) vote of those voting on a proposition for that purpose, provided certain accountability measures are included in the proposition;

WHEREAS, the Board deems it necessary and advisable to submit such a bond proposition to the electors to be approved by fifty-five percent (55%) of the votes cast;

WHEREAS, such a bond election must be conducted concurrent with a statewide primary election, general election or special election, or at a regularly scheduled local election, as required by Section 15266 of the Education Code, and on November 8, 2022, a general election is scheduled to occur throughout the District;

WHEREAS, pursuant to Section 15270 of the Education Code, if the measure is approved by the voters, bonds may only be issued if the tax rate levied to meet the debt service requirements would not exceed sixty dollars (\$60) per year per one hundred thousand dollars (\$100,000) of taxable property when assessed valuation is projected by the District to increase in accordance with Article XIII A of the California Constitution, and the current estimated and projected average annual tax rate and highest tax rate, is not expected to exceed a tax rate levy of thirty dollars (\$30) per year per each \$100,000 of the assessed value of taxable property, well below the legal maximum;

WHEREAS, the estimated tax rates, duration of tax collection, and total estimated amount of debt service, is described in the Tax Rate Statement contained in **Exhibit C** hereto;

WHEREAS, Section 9400 *et seq.* of the California Elections Code requires that a tax rate statement be contained in all official materials, including any ballot pamphlet prepared, sponsored or distributed by the District, relating to the election;

WHEREAS, the Board now desires to authorize the filing of ballot arguments in favor of the proposition to be submitted to the voters at the election.

NOW, THEREFORE, be it resolved, determined and ordered by the Board of Education of the Monrovia Unified School District as follows:

Section 1. Specifications of Election Order. Pursuant to Sections 5304, 5322, 15100 *et seq.*, and Section 15266 of the Education Code, an election shall be held within the District on November 8, 2022, for the purpose of submitting to the registered voters of the District the full ballot proposition contained in **Exhibit B** ("Full Ballot Text"), which Full Ballot Text is hereby approved. The Los Angeles County Registrar-Recorder/County Clerk ("County Registrar") shall provide for the performance of its duties in accordance with Education Code section 5303 and in accordance with any and all other laws and regulations applicable to such elections.

Section 2. Abbreviation of Proposition/Ballot Label. Pursuant to Sections 13119 and 13247 of the California Elections Code and Section 15122 of the Education Code, the Board hereby directs the County Registrar to use the abbreviation of the Full Ballot Text ("Ballot

Label”) that is attached hereto as **Exhibit A**. The Ballot Label shall function merely as an abbreviation of the Full Ballot Text and does not stand alone as a complete and binding statement of the measure, nor is it possible for the Ballot Label to contain all of the project and financial information a voter might wish to consider in casting a vote. Voters are urged to review the Full Ballot Text and the Tax Rate Statement to obtain a complete understanding of the measure, including all of the financial projections and estimates upon which the measure is based.

Section 3. Voter Pamphlet/Sample Ballot. The County Registrar is hereby requested to take the following actions with regard to the Voter Information Pamphlet to be distributed to voters pursuant to Section 13307 of the Elections Code:

- (a) To print the Full Ballot Text (**Exhibit B** hereto) in the Voter Information Pamphlet in its entirety. In the event the Full Ballot Text is not reprinted in the voter information pamphlet in its entirety, the County Registrar is hereby requested to print, immediately below the impartial analysis of the bond proposition, in no less than 10-point boldface type, a legend substantially as follows:

"The above statement is an impartial analysis of Measure [____]. If you desire a copy of the measure, please call the Los Angeles County Registrar-Recorder/County Clerk at _____ and a copy will be mailed at no cost to you."

- (b) In accordance with Education Code Section 15122.5, to print in the Voter Information Pamphlet the following statement:

"Approval of Measure [____] does not guarantee that the proposed project or projects in the Monrovia Unified School District that are the subject of bonds under Measure [____] will be funded beyond the local revenues generated by Measure [____]. The school district's proposal for the project or projects may assume the receipt of matching state funds, which could be subject to appropriation by the Legislature or approval of a statewide bond measure."

Section 4. Accountability Measures. Pursuant to legal requirements, and as specified in the Full Ballot Text, the Board certifies that the District:

- (a) Has evaluated the facilities needs of the District, including safety, class size reduction and information technology needs in developing the Bond Project List contained in the Full Ballot Text;
- (b) Will appoint an independent Citizens' Bond Oversight Committee to ensure that bond proceeds are expended only for the school facilities projects described in the Bond Project List, in accordance with Education Code section 15278 et seq.;
- (c) Will conduct or cause to be conducted an annual, independent performance audit to ensure that the bond proceeds have been expended only on the school facilities projects described in the Bond Project List;

- (d) Will conduct or cause to be conducted an annual independent financial audit of the bond proceeds until all of those proceeds have been spent for the school facilities projects described in the Bond Project List; and
- (e) Shall take all actions to establish an account in which proceeds of the sale of the bonds will be deposited, and to cause a report to be filed with the Board on or about January 1 each year identifying proceeds received and expended in the prior fiscal year and the status of any project funded or to be funded with bond proceeds. The first report shall be due no later than the first January 2 after completion of the first fiscal year after which bonds have been issued and proceeds spent.

Section 5. Required Vote. Pursuant to Section 18 of Article XVI and Section 1 of Article XIII A of the State Constitution, the above proposition shall become effective upon the affirmative vote of at least fifty-five percent (55%) of those voters voting on the proposition.

Section 6. Request to County Officers to Conduct Election; Cost of Election. The County Registrar is hereby requested, pursuant to section 5303 and 5322 of the California Education Code, to take all steps to call and hold the election in accordance with law and these specifications. The District will reimburse the County Registrar and the County for costs associated with the election as required by law.

Section 7. Consolidation of Election and Canvass of Vote.

- (a) Pursuant to Section 15266(a) of the Education Code, the election shall be consolidated with the election on November 8, 2022.
- (b) The Board of Supervisors of Los Angeles County is authorized and requested to canvass the returns of the election, as necessary, pursuant to Section 10411 of the California Elections Code.

Section 8. Delivery of Order of Election to County Officers. The Clerk of the Board is hereby directed to deliver or cause to be delivered, no later than the County's preferred submission date of August 12, 2022, or such later date as approved by the County Registrar, one copy of this Resolution to the County Registrar with the Tax Rate Statement (in substantially the form attached hereto as **Exhibit C**), completed and signed by the Superintendent or her designee, and shall file copies of this Resolution with the Clerk of the Board of Supervisors of Los Angeles County.

Section 9. Ballot Arguments. The members of the Board are hereby authorized to prepare and file with the County Registrar a ballot argument in favor of the proposition contained in Section 1 hereof, and or a rebuttal argument, within the time established by the County Registrar.

Section 10. Intention to Reimburse. The District may incur costs associated with bond-funded projects described in **Exhibit B** hereto prior to the issuance of bonds. For purposes of establishing compliance with the requirements of Section 1.150-2 of the regulations of the U.S. Treasury Department, the Board hereby declares its official intent to use proceeds of the bond to reimburse itself for lawful expenditures on capital projects described on the Bond Project List, up to a maximum principal amount of \$5,000,000.

Section 11. Further Authorization. The Superintendent and the Assistant Superintendent of Business Services of the District (each, a "District Representative") are hereby authorized and directed, individually and collectively, to do any and all things that they deem necessary or advisable in order to effectuate the purposes of this Resolution, including modification of the Full Ballot Text, the Ballot Label, and Tax Rate Statement they determine such modifications are necessary and in the District's best interests. This Resolution and all of its Exhibits that are filed with the County Registrar by a District Representative shall constitute the final, binding ballot measure of the District.

Section 12. Effective Date. This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED this day, August 10, 2022, by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

APPROVED:

President of the Board of Education of the
Monrovia Unified School District

Attest:

Clerk of the Board of Education of the
Monrovia Unified School District

EXHIBIT A

BALLOT LABEL

To repair/upgrade classrooms, science labs, career-training facilities, and instructional technology to support student achievement and college/career readiness in math, science, technology, engineering, arts and skilled trades; fix deteriorating roofs, plumbing, electrical systems; and improve school safety/security systems, shall Monrovia Unified School District's measure be adopted authorizing \$75,000,000 in bonds at legal rates, levying 3 cents per \$100 assessed value (\$4,700,000 annually) while bonds are outstanding, with independent citizen oversight and all money locally-controlled?

Bonds – Yes _____

Bonds – No _____

Draft

EXHIBIT B

FULL BALLOT TEXT

MONROVIA UNIFIED SCHOOL DISTRICT FACILITIES ENHANCEMENT BOND MEASURE

By approval of this measure by at least fifty-five percent (55%) of the registered voters voting thereon, the Monrovia Unified School District ("District") shall be authorized to issue and sell bonds of up to \$75 million in aggregate principal amount to provide financing for the specific school facilities projects listed below in the Bond Project List, subject to all of the accountability safeguards specified herein.

SECTION I: KEY FINDINGS

- The Board of Education of the District believes that a high quality education is the fundamental right of every student, and seeks to provide a 21st century education in a safe and engaging learning environment for all students;
- Some District schools and buildings are over 100 years old, and many of schools need repairs and improvements to meet modern educational standards;
- The District must repair, construct, acquire or equip classrooms, sites, and facilities to make them safe and help ensure that all students have equal access to 21st century classrooms, labs and school facilities;
- Classrooms and educational facilities require updates for improved student learning in subjects like reading and science, technology, engineering, arts and math (STEAM) to accommodate 21st century learning methods and support hands-on instruction and learning by doing;
- The Board believes it is a wise investment to protect the quality of our schools, the quality of life in our community and the value of our homes;
- The District has conducted a facility needs assessment and aligned facility projects and priorities to the District's educational goals;
- Because State funding is limited, passing this bond measure provides a guaranteed source of local funding to maintain and improve this community's local school facilities;
- This bond measure will benefit local schools, funding will be controlled locally, no funds can be taken away by the State or other school districts, and by law, no money can be used for administrator salaries or pensions;
- This bond measure requires strict fiscal accountability protections including mandatory annual audits and an independent citizens' oversight committee to ensure funds are managed and spent properly.

SECTION II: ACCOUNTABILITY MEASURES

The provisions in this section are included in this proposition in order that the voters and taxpayers of the District may be assured that their money will be spent to address specific facilities needs of the District, all in compliance with the requirements of Article XIII A, section 1(b)(3) of the State Constitution, and the Strict Accountability in Local School Construction Bonds Act of 2000 (codified at Section 15264 *et seq.* of the California Education Code).

Evaluation of Needs. The Board of Education has evaluated the facilities needs of the District, and has identified projects to finance from a local bond measure at this time. The Board of Education hereby certifies that it has evaluated safety, class size reduction and information technology needs in developing the Bond Project List.

Independent Citizens' Oversight Committee. The Board of Education shall establish an independent Citizens' Oversight Committee in accordance with Education Code sections 15278-15282 and applicable Board policy, to ensure bond proceeds are expended only for the school facilities projects listed in the Bond Project List. The committee shall be established within sixty (60) days of the date when the Board of Education enters the results of the election in its official minutes.

Annual Performance Audit. The Board of Education shall conduct or cause to be conducted an annual, independent performance audit to ensure that the bond proceeds have been expended only on the school facilities projects described in the Bond Project List.

Annual Financial Audit. The Board of Education shall conduct or cause to be conducted an annual, independent financial audit of the bond proceeds until all of those proceeds have been spent for the school facilities projects described in the Bond Project List.

Annual Report to Board. Upon approval of this measure and the sale of any bonds approved, the Board of Education shall take actions necessary to establish an account in which proceeds of the sale of bonds will be deposited. As long as any proceeds of the bonds remain unexpended, the Superintendent shall cause a report to be filed with the Board of Education on or about January 1 of each year, commencing on the first January 2 after the first fiscal year during which bonds have been issued and proceeds spent, stating (1) the amount of bond proceeds received and expended in the past fiscal year, and (2) the status of any project funded or to be funded from bond proceeds. The report may be incorporated into the annual budget, annual financial report, or other appropriate routine report to the Board.

SECTION III: BOND PROJECT LIST

This Bond Project List, which is an integral part of this proposition, describes the specific projects the District proposes to finance with proceeds of the bonds. All information contained within this "Section III: Bond Project List" comprises the list and description of permissible projects and expenses that may be paid from bond proceeds.

In order to meet all identified facility needs, the District intends to complete projects using a combination of funding sources, including joint use funds or contributions, development impact fees, and state funding (if available). The District will pursue state matching funds if and when they become available, and if received, they will be used for and mainly applied to projects on the Bond Project List or other high priority capital outlay expenditures as permitted in Education Code section 17070.63(c). While no specific project is dependent on the receipt of state funding for completion, approval of this measure does not guarantee that all projects on this Bond Project List at all listed sites will be funded beyond

the local revenues generated by this measure. The District's proposal for the projects assumes the receipt of some state matching funds, which could be subject to appropriation by the Legislature or approval of a statewide bond measure.

Projects listed below may be completed at any and all school sites and facilities where such project is determined necessary, whether owned or leased, including District administrative and support facilities, and all of the following District schools, campuses and buildings:

- > *Canyon Early Learning Center*
- > *Bradoaks Elementary Science Academy*
- > *Mayflower Elementary School*
- > *Monroe Elementary School*
- > *Plymouth Elementary School*
- > *Wild Rose School of Creative Arts*
- > *Clifton Middle School*
- > *Santa Fe Computer Science Magnet School*
- > *Monrovia High School*
- > *Canyon Oaks High School/Mountain Park School*
- > *Monrovia Community Adult School*

Specific projects to be funded by the bond measure include, without limitation, the following:

I. SCHOOL UPGRADES AND REPAIRS TO KEEP EDUCATIONAL FACILITIES SAFE, CLEAN AND IN GOOD CONDITION

- Replace outdated and inefficient irrigation, electrical, plumbing, heating, air-conditioning, lighting and ventilation systems
- Repair or replace deteriorating roofs
- Upgrade older schools, buildings and restrooms to meet current health codes and building safety codes, and improve safety, accessibility and paths of travel for Americans with Disability Act compliance and disabled student access
- Update playgrounds, sports fields, athletic facilities, courts, pools and asphalt surfacing; install all-weather turf as needed on athletic fields
- Install fencing, gates, barriers and signage to improve controlled access to schools
- Renovate school points of entry to improve campus security
- Upgrade, replace or install communications systems, including intercom, emergency communications and/or master clock systems
- Upgrade fire alarms

- Install drought-tolerant landscape with efficient irrigation systems to save water and reduce utility costs
- Install door and window hardware, locks and/or safety treatments
- Install exterior security cameras

II. EDUCATIONAL TECHNOLOGY AND FACILITY UPGRADES FOR 21ST CENTURY LEARNING

- Renovate, reconfigure, reconstruct or replace and furnish/equip aging classrooms, offices, buildings, labs and learning spaces with educational and functional, flexible spaces, learning studios and maker spaces to accommodate 21st century learning methods
- Construct, furnish and equip modern flexible classrooms and labs needed to support high quality instruction in science, technology, engineering, arts, and math
- Acquire, upgrade and repair technology and communication infrastructure, including, without limitation, cabling and wireless infrastructure, network hardware and software, servers, and other shared access equipment such as digital whiteboards, document cameras, projectors, and printers
- Acquire and upgrade software, computers, and other classroom instructional equipment
- Acquire and install energy efficiency systems to reduce energy/utility costs

Listed projects, repairs, improvements, rehabilitation projects and upgrades will be completed only as needed, and the listing of projects does not imply a particular prioritization among such improvements. Projects may be done in phases, based on Board of Education priorities. Listed projects may be completed at any and all District schools, sites, properties (owned or leased) and education buildings where such project is determined necessary. Decisions regarding the scope, timing, prioritization or other facets of project implementation will be made solely by the Board of Education by subsequent action. Where terms such as "renovate," "upgrade," "repurpose," and "improve" are used in the Bond Project List, the Board of Education has the discretion to determine the best method for accomplishing the project's objective. For any listed project involving renovation or modernization of a building or the major portion of a building, the District may proceed with new replacement construction instead (including any necessary demolition), if the District determines that replacement and new construction is more practical than renovation, considering the building's age, condition, expected remaining life, comparative cost and other relevant factors. In addition, where feasible, projects may be completed in partnership with other agencies on a joint use basis using bond proceeds. Property, buildings and furniture and equipment on the bond project list may be acquired through lease, sale, lease-purchase, lease-leaseback or other project delivery or acquisition methods determined appropriate by the Board. Bond funds may be used to meet state matching fund requirements of state funding programs.

Each project is assumed to include its share of costs of bond issuance, architectural, engineering, legal and similar planning costs, construction management, bond project staff and consultants, staff development and training expenses associated with learning construction techniques and approaches and new bond-funded equipment and systems, and

a customary contingency for unforeseen design and construction costs. Payment of the costs of preparation of facilities planning and project implementation studies; feasibility and assessment reviews; master planning; environmental studies; permit and inspection fees; Division of State Architect (DSA) and/or Title 24 building code requirements; studies and assessments, including ADA and seismic; legal and litigation costs; and temporary housing and relocation costs for dislocated programs or activities caused or necessitated by projects on the Bond Project List are permissible bond expenditures.

The final cost of each project will be determined as plans are finalized and projects are completed. Based on the final costs of each project, certain of the projects described above may be delayed or may not be completed. Necessary site preparation, grading or restoration may occur in connection with new construction, modernization, renovation or remodeling, including installation or removal of modular classrooms; removing, replacing or installing irrigation, utility lines, trees and landscaping; removing hazardous materials like asbestos and lead pipes where needed; relocating fire access roads and acquiring any necessary easements, leases, licenses or rights of way to property.

SECTION IV: ADDITIONAL SPECIFICATIONS

No Operating Expenses. Proceeds from the sale of Bonds authorized by this proposition shall be used only for the construction, reconstruction, rehabilitation or replacement of school facilities on the Bond Project List, including the furnishing and equipping of said school facilities, or the acquisition or lease of real property for said school facilities, and not for any other purpose, including teacher or administrator salaries and other school operating expenses in accordance with applicable law.

Single Purpose. All of the purposes enumerated in this proposition shall be united and voted upon as one single proposition, pursuant to Section 15100 of the California Education Code, and all the enumerated purposes shall constitute the specific single purpose of the bonds and proceeds of the bonds shall be spent only for such purpose.

Other Terms of the Bonds. The bonds may be issued and sold in several series, and in accordance with a financing plan determined by the Board of Education pursuant to requirements of law. When sold, the bonds shall bear interest at an annual rate not exceeding the statutory maximum and with a maximum term not exceeding the statutory maximum, provided that the average useful life of bonds sold will not exceed one hundred twenty percent (120%) of the average life of the projects being financed or as otherwise provided by federal tax law. Bond funds may be used to reimburse the District for Bond Project list expenditures incurred prior to the election and bond issuance, in accordance with federal tax law.

Attention of all voters is directed to the fact that the financial information contained in this measure is based upon the District's projections and estimates only, which are not binding upon the District, nor are the summary estimates, if any, provided in the Ballot Label. The actual tax rates, debt service and the years in which they will apply may vary from those presently estimated, due to variations from these estimates in the timing of bond sales, the amount of bonds sold and market interest rates at the time of each sale, and actual assessed valuations over the term of repayment of the bonds. The dates of sale and the amount of bonds sold at any given time will be determined by the District based on need for construction funds and other factors. The actual interest rates at which the bonds will be sold will depend on the bond market at the time of each sale. Actual future assessed valuation will depend upon the amount and value of taxable property within the District as determined by the County Assessors in the annual assessment and the equalization process.

In preparing this information, the District obtained reasonable and informed projections of assessed property valuations that took into consideration projections of assessed property valuations made by the County Assessor, if any, in accordance with Education Code Section 15100(c).

Draft

EXHIBIT C

TAX RATE STATEMENT

An election will be held within the boundaries of Monrovia Unified School District (the "District") on November 8, 2022 to authorize the sale of up to \$75 million in bonds to finance facilities as described in the measure. If the bonds are approved, the District expects to sell the bonds in multiple series. Principal and interest on the bonds will be payable from the proceeds of tax levies made upon the taxable property located within the District. The following information is provided in compliance with Sections 9400 through 9404, inclusive, of the California Elections Code.

1. The best estimate from official sources of the average annual tax rate that would be required to be levied to fund this bond issue over the entire duration of the bond debt service, based on assessed valuations available at the time of the election, a projection based on experience within the same jurisdiction and other demonstrated factors, is estimated to be 3 cents per \$100 (\$30 per \$100,000) of assessed valuation. The final fiscal year in which the tax is anticipated to be collected is fiscal year 2052-53.

2. The best estimate from official sources of the highest tax rate that would be required to be levied to fund this bond issue, and an estimate of the year in which that rate will apply, based on assessed valuations available at the time of filing of this statement, a projection based on experience within the same jurisdiction and other demonstrated factors, is estimated to be 3 cents per \$100 (\$30 per \$100,000) of assessed valuation first occurring in fiscal year 2023-24.

3. The best estimate from official sources of the total debt service, including the principal and interest, that would be required to be repaid if all of the bonds are issued and sold is \$141,086,500.

Voters should note that the estimated tax rate is based on the ASSESSED VALUE of taxable property on the Los Angeles County official tax rolls, not on the property's market value. Property owners should consult their own property tax bills to determine their property's assessed value and any applicable tax exemptions.

Attention of all voters is directed to the fact that the foregoing information is based upon the District's projections and estimates only, which are not binding upon the District. The actual tax rates, debt service and the years in which they will apply may vary from those presently estimated, due to variations from these estimates in the timing of bond sales, the amount of bonds sold and market interest rates at the time of each sale, and actual assessed valuations over the term of repayment of the bonds. The dates of sale and the amount of bonds sold at any given time will be determined by the District based on need for construction funds and other factors. The actual interest rates at which the bonds will be sold will depend on the bond market at the time of each sale. Actual future assessed valuation will depend upon the amount and value of taxable property within the District as determined by the County Assessor in the annual assessment and the equalization process.

Dr. Ryan Smith, Ed.D., Superintendent
August 10, 2022.

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

1. 22/23-1001- AGREEMENT WITH RANDOLPH LAW GROUP AND MONROVIA UNIFIED SCHOOL DISTRICT

RECOMMENDATION

The Board of Education is requested to approve an agreement for legal services between Monrovia Unified School District and Randolph Law Group, Attorneys at Law for the 2022-23 school year.

Rationale:

The firm agrees to provide legal and consultative services to Monrovia Unified School District, including representation in administrative and court proceedings.

Budget Implication (\$ Amount):

The rate schedule for attorney services on an as-needed basis, is included 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 is attached.

ATTACHMENTS

- [Randolph Legal Services Agreement 2022 signed.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
325 Huntington Drive
Monrovia, CA 91016

LEGAL SERVICES AGREEMENT No. __

THIS AGREEMENT, made and entered into July 1, 2022 by and between the Monrovia Unified School District, hereinafter called "DISTRICT", and Randolph Law Group hereinafter called "ATTORNEY."

WITNESETH

WHEREAS, DISTRICT desires to obtain from ATTORNEY legal services to be rendered at the request and direction of DISTRICT pursuant to Education Code Section 35041.5; and

WHEREAS, DISTRICT has determined that it is in the best interest of the DISTRICT to appoint ATTORNEY to represent DISTRICT in the matters that are hereafter specified;

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. Services to be Provided by ATTORNEY

- a. ATTORNEY shall represent, advise, and provide legal counsel to the DISTRICT as its legal advisor.
- b. ATTORNEY shall provide legal services as requested by the DISTRICT. ATTORNEY shall keep DISTRICT informed on significant developments in those matters and to respond to DISTRICT'S inquiries.
- c. ATTORNEY shall prepare periodic reviews of relevant court decisions, legislation, and other legal issues.
- d. ATTORNEY shall keep current and in force at all times an insurance policy covering incidents of legal malpractice.
- e. ATTORNEY shall commence work under this Agreement on or about July 1, 2022, and will diligently execute the work thereafter. ATTORNEY will complete the work not later than June 30, 2023. Upon a showing of good and sufficient cause by ATTORNEY, DISTRICT may, in its discretion, grant such extensions of time as it may deem advisable, provided, however, DISTRICT shall not be obligated to pay ATTORNEY any additional consideration if such an extension of time has been granted, unless ATTORNEY undertakes additional services in which instance the consideration shall be increased as DISTRICT and ATTORNEY shall agree.

2. Services to be Provided by DISTRICT

- a. DISTRICT shall prepare and furnish to ATTORNEY upon his or her request such information as is reasonably necessary to the performance of ATTORNEY'S work under this Agreement.
- b. DISTRICT agrees to be truthful, cooperative, and keep ATTORNEY informed of all developments related to the legal relationship created by this Agreement.

3. ATTORNEY'S Fee and Payment Thereof

- a. DISTRICT shall pay ATTORNEY for services rendered at the hourly rates listed below:

Partner/Senior Attorney	\$275.00 per hour
Associate/Junior Attorney	\$250.00 per hour
Paralegal	\$150.00 per hour
Postage/shipping	Actual cost to firm
Process service	Actual cost to firm
Court filing fees	Actual cost to firm

- 1) DISTRICT shall pay ATTORNEY in minimum increments of one tenths (.1) of an hour for all hourly services noted above.
- b. DISTRICT shall reimburse ATTORNEY for actual costs incurred related to services covered by this Agreement. Actual and necessary costs and expenses include those charges that ATTORNEY directly incurs as noted above but also including, but not limited to, electronic imaging and audio/visual conversion of evidence, consultation services, expert testimony, extended travel, and delivery services. All costs and expenses requiring reimbursement, not specified in the above table, must be pre-approved by DISTRICT.
- c. DISTRICT agrees to pay for major costs and expenses related to services and costs covered by this Agreement (when reimbursement to firm is not prudent), by paying third parties directly including but not limited to costs of expert witness participation, serving pleadings, filing fees, and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury

fees, witness fees, investigation expenses, and consultants' fees. Upon mutual consent of **DISTRICT** and **ATTORNEY**, **ATTORNEY** may pay for such costs and expenses.

- d. Agreements for legal fees other than on an hourly basis may be made by mutual agreement for special projects. Such agreements shall be signed by both parties and attached to this Agreement as an addendum.
- e. **ATTORNEY** shall present monthly or bi-monthly statements to the attention of **Monrovia Unified School District**, for services rendered pursuant hereto during the preceding month, and **DISTRICT** shall pay the same upon presentation or within 30 days thereafter. Each statement shall clearly state the basis thereof, including the amount, rate, and basis for calculations (or other method of determination) of **ATTORNEY'S** fees.

4. Duration of Agreement

- a. The term of this Agreement shall be from July 1 2022, through and including June 30, 2023.
- b. **ATTORNEY** shall serve under the terms of this Agreement at the pleasure of the **DISTRICT**, and **DISTRICT** hereby reserves the right to terminate **ATTORNEY** upon written notice.
- c. **ATTORNEY** reserves the right in its discretion to terminate this Agreement at any time **ATTORNEY** deems necessary or advisable upon thirty (30) days written notice to **DISTRICT**.

5. Successors and Assigns

This Agreement shall not be assignable except with written consent of parties hereto. **DISTRICT** agrees that in the event **DISTRICT** is merged or consolidated with another public agency, such successor agency shall assume all obligations for payment of the outstanding unpaid principal amount of all General Legal Services and associated expenses owed **ATTORNEY** under this Agreement.

6. Claims and Disputes

Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach hereof shall be subject to mediation under the auspices of a recognized, neutral third-party professional mediation service, or other mediation acceptable to both parties, prior to undertaking any legal action. The cost of the mediation service shall be borne equally by the parties.

7. Special Provisions

- a. **ATTORNEY** at all times in the performance of this Agreement is an independent contractor and not an employee of the **DISTRICT**.
- b. This Agreement may be amended by the mutual written consent of the parties hereto.
- c. This Agreement shall be governed and interpreted in accordance with the laws of the State of California.
- d. All notices, letters, or other communications authorized or required by this Agreement shall be deemed transmitted, served and effective for all purposes on the date they are reduced to writing and received by the following representatives:

Dated: _____

Signature: _____

DISTRICT
Monrovia Unified School District
325 Huntington Drive
Monrovia, CA 91016

Dated: June 27, 2022

Signature: Vivian Randolph

ATTORNEY
Vivian Randolph
Randolph Law Group
417 S. Associated Road #213
Brea, CA 92821
Tax ID: 26- 3992828

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

2. 22/23-1002 - NON-PUBLIC SCHOOL/AGENCY CONTRACTS

RECOMMENDATION

The Board of Education is requested to ratify non-public school/agency Master Contracts with multiple service providers as detailed in Master Contract Report #1 for the 2022/2023 school year, beginning July 1, 2022, through June 30, 2023.

Rationale:

The California Education Code allows for the placement of special education students in non-public schools when no appropriate public school programs are available. SELPA (Special Education Local Plan Area) recommends that a master contract for each school/agency providing services for special education students be submitted for Board approval/ratification at the beginning of each school year. The contracts will specify services and fees specific to the school. Once the master contract is approved, then an Individual Service Agreement (ISA) for each special education student needing services not provided by Monrovia Unified School District programs, will be submitted to the Superintendent for approval for services specified by the Individual Education Plan (IEP).

Legal References:

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

Additional Information:

The Master Contract Report #1 is attached.

ATTACHMENTS

- [Master Contracts - Report 1.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
Non-Public School/Agency Master Contracts 2022-23
Report #1

	Non-Public School/Agency	Basic Education Daily Rate	Residential	Counseling	IHH/ SAI	Speech/ Aud Verbal Therapy*	APE/ATT	OT/PT	Assessment	Social Worker/ Nurse	Ed.Therapy/ FBA*	BII	BID	Transport	1 to 1 Aide	Nutrition
1	Almansor/Westmoreland	\$157.49		\$82.75 ind/hour \$59.65 grp/hour \$82.75 parent/hr		\$88.26 ind/hour \$59.30 grp/hour	\$88.26 ind/hour \$59.30 grp/hour	\$99.30/hour	\$482.70	SW \$59.64/hour Nurse \$99.30/hour	Parent Train \$241.43/hr	\$56.79/hr	\$78.61/hr	\$100.68/day	\$28.33/hr	
2	Catalyst Speech					SLP NPA \$87/hr SLPA NPA \$65/hr Therapy \$160/hr			IEE SLP \$1800							
3	Dynamic Therapies							Clinic/School \$110 ind/hr \$75 ind/30 min \$75 grp/hour Home Based \$125 ind/hr	OT/PT IEE \$1000 OT/PT Initial \$400							
4	Frostig	\$149.96		\$140 ind/hour \$115 grp/hour		\$135 ind/hour \$115 grp/hour	\$160/hour	\$160/hour	SLP/AT \$1200 OT \$650		\$125/hour					\$7.50/day
5	Justine Sherman & Associates					\$137.50/hour \$75/half hour			IEE \$2,500 SLP/Ed.Ther \$600							
6	Rosemary Johnson and Associates Clinic							\$130 ind/hr \$90 ind/30 min \$100 grp/hour	OT/PT \$500 IEE \$2500							
7	Total Education Solutions			\$105 ind/hour \$135 Psych/hr	SAI \$85/hr Case Mgt \$115/hr Tutor \$56/hr	\$115/hour AAC \$115/hour	APE \$100/hour ATT \$115/hour	OT \$115/hour PT \$115/hour		\$115/hour	\$100 BCBA/hr \$100 FBA/hr	\$52/hr	\$75/hr		\$52/hour	
8	Villa Esperanza Services	\$151.13				Ind. \$145/hour Grp \$100/hr	\$145/hour	\$140/hour	OT \$800			\$100/hr			\$25/hour	\$7/day
9	Sunbelt Staffing, LLC			Psych \$85-110/hour Guidance Counselor \$65-80/hour Music Therapist \$65-75/hr		SLP \$80-100/hour SLPA,PTA, COTA \$65-80/hour SLP - CFY \$60-85/hour	APE Teacher \$65-80/hr	PT/OT \$80-100/hour Sign Lang. Int. \$65-80/hour		Social Worker \$65-80/hour RN/LPN \$60-80/hour		Behavior Spec.\$70-90/hour			IA/Para Educator \$60/hour Teacher Visual Imp. \$65-80 Orientation Mobility Spec. \$70-85/hr	
10	Canyon View School	\$178.45 \$185.70 (AUT)	Same as State Rate	\$60/hour \$172.80 ERMHS/hr		\$52.53 ind/30 min \$37.08 grp/30 min \$105.06eval/hour \$31.93 cons/30 min		\$106 ind/hour \$73 grp/hour \$391/eval			FBA \$167/hr BCBA \$100/hr			\$50/day	\$26.83/hr	
11	Beach Cities Learning Center	\$164.41		\$80 (NPS) \$97.50 (NPA) \$90 (parent) \$80 (couns)		\$110/hour		\$100/hour				\$65/hour	\$100/hour	TBD		\$11/day

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

3. 22/23-1003 - COMPROMISE AND RELEASE AGREEMENT

RECOMMENDATION

The Board of Education is requested to ratify a Compromise and Release agreement in regards to Student No. 2340786475 dated July 15, 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. 2340786475.

Budget Implication (\$ Amount):

The total cost of the Compromise and Release Agreement is not to exceed \$38,000.00

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 1.pdf](#)

Compromise and Release Agreement
Student No. 2340786475
Report #1

Reimbursement to parent of student 2340786475 2022/23 tuition, fees, and educationally related expenses.	NTE \$38,000.00
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Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

4. 22/23-1004 - AGREEMENT FOR TRANSPORTATION SERVICES

RECOMMENDATION

The Board of Education is requested to approve an agreement with Jorge's Get Around for school pupil activity and special education student transportation for the 2022-23 school year.

Rationale:

Throughout the school year, some requests for special education transportation cannot be provided by District transportation staff due to conflict with the home-to-school schedule. Therefore, there is a need for the District to contract with outside vendors to meet these needs.

Background:

Periodically, the SPED department secures agreements with outside vendors to support the transportation needs of special education students.

Budget Implication (\$ Amount):

Rates for this service are indicated in the attached agreement, and will be used on an as-needed basis. All costs will be paid with SPED funds.

Legal References:

Education Code 39860 states that the governing board of a school district may contract for the transportation of students to and from an activity that the Board determines to be for the benefit of the students.

Additional Information:

A copy of the agreement is attached.

ATTACHMENTS

- [Agreement to Furnish Pupil Transportation Services 2022-23.pdf](#)

Agreement to Furnish Pupil Transportation Services

This Agreement, made on July 1, 2022, in the County of Los Angeles, State of California, by and between Monrovia Unified School District, hereinafter called the "DISTRICT", and Jorge's Get Around hereinafter called the "CONTRACTOR".

ARTICLE 1- SCOPE OF SERVICES

CONTRACTOR will furnish, operate and maintain California School and/or School Pupil Activity Buses/Vehicles to transport students and/or district staff as requested by the DISTRICT and agreed to by the CONTRACTOR. Transportation services are to be performed at such times and places as directed by the DISTRICT.

ARTICLE 2- AGREEMENT ACCEPTANCE

This Agreement is subject to acceptance by signature, issuance of an appropriate purchase order, and approval of the Agreement by the Board of Education.

ARTICLE 3- SUBCONTRACTORS

CONTRACTOR agrees not to employ subcontractors in connection with rendering transportation services to the DISTRICT without written consent of the DISTRICT. When so permitted, subcontractors shall be treated as employees of CONTRACTOR for purposes of this Agreement. Nothing contained in the Agreement shall create any contractual relations between any subcontractor and the DISTRICT.

ARTICLE 4- SAFETY AND SECURITY

It shall be the responsibility of the CONTRACTOR to ascertain from the DISTRICT the rules and regulations pertaining to safety and security while transporting Monrovia Unified School District students.

ARTICLE 5- TERMINATION FOR CONVENIENCE

The DISTRICT reserves the right at any time to terminate the Agreement for its convenience and the services of CONTRACTOR. Upon such termination, CONTRACTOR shall be entitled to payment for services satisfactorily rendered to the DISTRICT up to the date of termination.

ARTICLE 6- AGREEMENT CHANGES

No changes or alterations to this Agreement shall be made without specific prior written approval by the DISTRICT.

ARTICLE 7 - EMPLOYEES

CONTRACTOR shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit or unlicensed person or anyone not skilled in the proper operation of a California School Bus or School Pupil Activity Bus or any other vehicle assigned to him or her in connection with this Agreement. Any person in the employ of the CONTRACTOR whom the DISTRICT may deem incompetent or unfit shall be dismissed from thereafter performing service to the DISTRICT.

ARTICLE 8 - SUBSTITUTIONS

No substitutions of services from those specified in the Scope of Services shall be made without the prior written approval of the DISTRICT.

ARTICLE 9 - PROVIDER SUPERVISION

When necessary, CONTRACTOR shall provide competent supervision of personnel employed to render transportation services to the DISTRICT.

ARTICLE 10- ACCESS TO EQUIPMENT

DISTRICT representatives shall at all times have access to inspect the CONTRACTOR 'S buses/vehicles and documents to be used for transportation of DISTRICT students. Inspection may include the visual examination of the equipment and examination of bus driver's licenses/certificates. The DISTRICT reserves the right to reject a trip from departing from a school site or any other location when it is determined the bus and/or the licenses or certificates do not meet the minimum requirements under California law or DISTRICT standards.

ARTICLE 11-ASSIGNMENT OF CONTRACT

The CONTRACTOR shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this Agreement without the prior written consent of the DISTRICT.

ARTICLE 12- HOLD HARMLESS AGREEMENT

The CONTRACTOR shall save, defend, hold harmless and indemnify the DISTRICT from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to CONTRACTOR'S, its employee's or agent's performance or failure to perform under the Agreement.

ARTICLE 13 -CONTRACTOR NOT EMPLOYEE OF DISTRICT

While engaged in carrying out the terms and conditions of this Agreement, the CONTRACTOR is an independent Contractor, and not an officer, employee, agent, partner, or joint venture of the DISTRICT.

ARTICLE 14- ANTI-DISCRIMINATION

It is the policy of the DISTRICT that in connection with all services performed under Agreements, there be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the CONTRACTOR agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment and Housing Act. In addition, the CONTRACTOR agrees to require such compliance by all permitted subcontractors employed in connection with this Agreement.

ARTICLE 15 - INSURANCE

The CONTRACTOR shall not commence work under this Agreement until he has obtained the insurance required under this paragraph, satisfactory proof of such insurance has been submitted to DISTRICT, and said insurance has been approved by the DISTRICT. The CONTRACTOR shall procure and shall maintain at its own expense the necessary insurance policies during the life of this Agreement. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without the DISTRICT'S prior written consent. DISTRICT shall be named as an additional insured and be furnished thirty {30} days written notice prior to cancellation.

REQUIRED INSURANCE:

- A. General Liability Insurance with a minimum limit of \$2,000,000 per occurrence.
- B. Business Automobile Liability Insurance with a limit of \$5,000,000 per occurrence.
- C. Workers' Compensation Insurance with coverage limits in accordance with California law.

ARTICLE 16- FINGERPRINTING

As required under California Education Code Section 45125.1, individuals and companies must have employees fingerprinted if the service to be provided puts them in contact with students. The DISTRICT has determined that the CONTRACTOR is subject to this requirement. The CONTRACTOR shall submit proof to the DISTRICT that all persons employed by the CONTRACTOR have submitted fingerprints to the Department of Justice. The CONTRACTOR will bear all costs associated with this fingerprinting requirement. The DISTRICT shall not reimburse the CONTRACTOR for any Department of Justice rejections. No work under this Agreement shall begin until the DISTRICT is satisfied that CONTRACTOR has met the requirements of this article. CONTRACTOR shall not permit any employee or it's subcontractor to come in contact with DISTRICT students until the Department of Justice has ascertained and reported to CONTRACTOR that the employee/subcontractor has not been convicted of a felony as defined in Section 45122.1 or a misdemeanor as defined in Section 44010 and 44011 of the California Education Code. It is the responsibility of the CONTRACTOR to act on all subsequent

arrest notifications received from the Department of Justice. The CONTRACTOR shall prevent any employee or its subcontractor with a subsequent arrest to come in contact with DISTRICT students until it has been determined by the Department of Justice that a felony conviction has not been committed as defined in Section 45122.1 or a misdemeanor as defined in Section 44010 and 44011 of the California Education Code. It is the contractor's responsibility to, in a timely manner, inform the District of any crime committed by its employee or subcontractor.

ARTICLE 17 - COMPLIANCE WITH LAWS

CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the transportation services to be performed. If CONTRACTOR observes that any of the work required by this Agreement is at variance with any such laws, ordinances, rules or regulations, CONTRACTOR shall notify the DISTRICT, in writing, and, at the sole option of the DISTRICT, any necessary changes to the scope of services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon CONTRACTOR'S receipt of a written termination notice from the DISTRICT. If CONTRACTOR performs any work knowing it to be in violation of such laws, ordinances, rules or regulations and without first notifying the DISTRICT of such violation, CONTRACTOR shall bear all costs arising there from.

ARTICLE 18- GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California with venue exclusively in Los Angeles County, California.

ARTICLE 19 - NO ORAL MODIFICATION

Any waiver, amendment, modification, consent or acquiescence with respect to this Agreement or any provision of this Agreement or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

ARTICLE 20- AVAILABILITY OF EQUIPMENT

Vehicles requested by the DISTRICT are subject to availability. DISTRICT and CONTRACTOR mutually agree that CONTRACTOR'S vehicles are subject to prior commitment, and that CONTRACTOR cannot be obligated to provide greater than number of vehicles on hand.

ARTICLE 21- NOT A SOLE PROVIDER

DISTRICT reserves the right to contract with more than one provider for similar transportation needs and CONTRACTOR reserves right to provide buses for more than one DISTRICT.

ARTICLE 22- RATES:

Daily Rate per Passenger

Each ¼ mile - \$1.40

Wait Time: \$45.00 / Hour

1. Rates for more than one passenger can be given at client's request.
2. When transportation trip distance is less than 5.0 miles from pick up to drop off, a flat \$60.00 rate is to be charged per trip.
3. When a trip is cancelled less than 3 hours before a scheduled pick up, a "No Show" will be billed instead of the full rate.
4. No show rate to be displayed on RFQ note(s) section per passenger to be no less than \$45.00.
5. When a trip is cancelled more than 3 hours in advance of scheduled pick up, client will not be billed.
6. Daily route rates available for destinations within and outside district boundaries and depending on the number of passengers and coverage area.
7. All rates subject to additional charges when specialized equipment or circumstances arise. Specialized equipment such as safety vest, wheelchairs and/or walking aide is available. Rates begin at \$50.00 for wheelchair, and/or walking aide depending on a per case request.
Custom sized vests can be purchased from the transportation company at the same rate originally purchased.
8. Wheelchair accessible transport rates start at \$185.00. Fee can vary depending per case request.
9. Transportation aide can be provided at the client's request, to be billed at 50% of the passenger's transportation daily rate or minimum rate of \$75.00/day but can be higher depending per case request.

ARTICLE 23- COMPENSATION FOR SERVICES

Charges are based on the quoted rate. Hourly charges will begin at the requested pick-up time and end at the release time. Mileage charges will begin at the requested pick-up location and end at the conclusion of the co-curricular/extracurricular trip. CONTRACTOR shall provide an invoice for each trip within 30 days of its conclusion. DISTRICT will pay CONTRACTOR for all services provided in accordance with this Agreement at the rates quoted herein. Payment shall be due within 30 days of invoice by the CONTRACTOR.

ARTICLE 24- SEAT/SAFETY RESTRAINT SYSTEM

Seat belts, infant seats, booster seats or other restraint devices, as required by law, shall be required in all vehicles provided to the DISTRICT. CONTRACTOR drivers shall be properly trained in attachments, devices or other requirements as required by Statutory Law or Regulation.

ARTICLE 25- SMOKE-FREE ENVIRONMENT

The DISTRICT maintains a "smoke-free" environment, and does not permit the use of any tobacco containing element on or around the DISTRICT property, CONTRACTOR'S vehicles, while operating any DISTRICT trip, shall adhere to this policy.

ARTICLE 26 - PROFESSIONALISM

CONTRACTOR drivers and attendants shall be courteous and interact with students, school personnel, parents, and DISTRICT staff in a courteous and professional manner. CONTRACTOR recognizes that personnel who have contact with students, parents and DISTRICT staff must be of stable personality and high moral character for the safety and protection of the students. CONTRACTOR shall not allow any person to drive or attend a vehicle who is not in a condition of mental and emotional stability. Drivers shall be neat in appearance, in good health, wear CONTRACTOR provided identification, either ID badge or CONTRACTOR uniform and be of the highest moral character.

ARTICLE 27- DRUG ABUSE PROGRAM

The CONTRACTOR shall certify to the DISTRICT that they have a current drug and alcohol policy as required by current Federal Law. CONTRACTOR shall furnish a copy of current policy to the DISTRICT.

The CONTRACTOR shall also certify to the DISTRICT that their substance abuse program meets or exceeds all current Federal and State requirements for commercial drivers.

ARTICLE 28- BUS/VEHICLE ACCIDENTS/MECHANICAL FAILURE

The CONTRACTOR shall immediately report to the DISTRICT all accidents involving the CONTRACTOR'S equipment or personnel while transporting DISTRICT personnel and/or students. The DISTRICT shall investigate any and all accidents by the CONTRACTOR while executing any part of this Agreement (This does not relieve the CONTRACTOR of any reporting procedure as required by law).

In the event of mechanical breakdown or driver related problems, CONTRACTOR agrees to immediately remedy the situation by replacing such vehicle or driver upon DISTRICT request. Failure to supply replacement vehicle(s) or driver(s) as requested by the DISTRICT may result in the immediate termination of this Agreement.

ARTICLE 29- CONTRACTOR LICENSES/CERTIFICATIONS

All drivers while performing any trip for the DISTRICT shall possess and maintain a valid Commercial Driver License (COL), Class A or B, (with a P-passenger endorsement), a valid California School Bus Driver with "S" endorsement ,or SPAB certificate (of the appropriate class of vehicle), a valid Medical Certificate (DL- 51), a valid First Aid certificate and shall adhere to any and all restrictions placed thereon such certificates and licenses as required by current applicable statutory or administrative codes. The DISTRICT shall have the right to reject any driver, vehicle,

bus or CONTRACTOR personnel, or its subcontractor and shall notify the CONTRACTOR in writing.

The CONTRACTOR shall certify to the DISTRICT that they meet all requirements of the California Highway Patrol and the California Department of Education, including but not limited to, Driver Training Procedures, Driver records, Vehicle Maintenance Procedures, Vehicle Maintenance records, accident reports and any other law, rule, regulation, or procedure of the Federal or State Governments. CONTRACTOR must supply most recent terminal inspection to the DISTRICT for review.

The CONTRACTOR shall notify the DISTRICT of their current California Highway Patrol Motor Carrier Rating and shall notify the DISTRICT of any change in that rating within one working day of that change.

CONTRACTOR shall participate in the Department of Motor Vehicle (DMV) pull notice program and adhere to DISTRICT requirements, for all drivers assigned to perform services under this Agreement.

ARTICLE 30 -GENERAL TERMS & CONDITIONS

CONTRACTOR vehicles shall be clean and maintained by the CONTRACTOR, have a good exterior and interior appearance during the term of the Agreement.

CONTRACTORS' driver shall be familiar with the service area and have a working timepiece while driving a DISTRICT trip.

The terms of this contract will be for one year, for the period of July 1, 2022 and ending June 30, 2023.

The contractor acknowledges that they have read this agreement, understand its entirety, and agree to be bound by its terms and conditions. The person or persons signing on behalf of the contractor also acknowledges that he/she or they read this agreement, understand its entirety, and agree to be bound by its terms and conditions, and has/have the authorization to sign this agreement.

CONTRACTOR
Jorge's Get Around

By: 

Francisco Drosos
Printed Name

Date: 07-11-2022

DISTRICT
Monrovia Unified School District

By: _____

Ryan Smith, Superintendent
Printed Name

Date: _____

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

5. 22/23-1005 - PERSONAL SERVICE AGREEMENT WITH DIANA BRANDIN/ REALTIME CAPTIONING

RECOMMENDATION

The Board of Education is requested to ratify a Personal Service Agreement with Diana Brandin Realtime Captioning to provide captioning services for special education student 6022122930. This agreement will be in effect from July 1, 2022, to June 30, 2023.

Rationale:

This agreement provides captioning services for student 6022122930 as required by the students Individual Education Plan.

Budget Implication (\$ Amount):

The vendor will provide services for the student throughout the school year, NTE \$94,500.00.

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 is attached.

ATTACHMENTS

- [PSA - Report 3.pdf](#)
- [Diana Brandin Realtime Captioning PSA.pdf](#)

**MONROVIA UNIFIED SCHOOL DISTRICT
Personal Service Agreements 2022-23**

Provider Name	Student ID	Date to Board	Start Date	End Date	Services	Amount	Funding Source
Diana Brandin Realtime Captioning	6022122930	7/27/2022	7/1/2022	6/30/2023	Speech to text interpreting service	\$94,500.00	65000.0 SpEd

MONROVIA UNIFIED SCHOOL DISTRICT

325 E. Huntington Dr.
Monrovia, CA 91016
(626) 471-2000

**PERSONAL SERVICES CONTRACT
AGREEMENT/PURCHASE ORDER NUMBER**

THIS CONTRACT made and entered into this **July 1, 2022** by and between **DIANA BRANDIN REALTIME CAPTIONING & SIGN LANGUAGE SERVICES LLC** hereinafter called the **PROVIDER** and the **MONROVIA UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

- 1. The **PROVIDER** shall furnish the **DISTRICT** for a total contract price of:

Not to Exceed Ninety-Four Thousand Five Hundred Dollars (\$94,500.00)

The following services: On-site speech-to-text interpreting service for deaf and hard of hearing for student 6022122930 while attending classes in person or virtually at Monrovia High School.

Dates and Times: August 17, 2022 – June 7, 2023
At the Rate of: \$75/hour for 7 hours per day for 180 school days (\$94,500.00)

- 2. The term of this contract shall begin **July 1, 2022** and will terminate on or before **June 30, 2023**.
- 3. The Contractor shall not commence work under this Contract until the insurance required under Paragraph 19 of the **Terms and Conditions** and satisfactory proof of such insurance has been submitted to the District and said insurance has been approved by the District.
- 4. Payment Schedule - Payment for the work shall be made upon submission of monthly statements and the District’s written approval of the work (which approval shall not be unreasonably withheld).
- 5. Approvals for payment shall be authorized by a responsible District administrator.
- 6. The Contract includes the general terms and conditions as printed and set forth on the following pages, and the Provider, by executing this Contract, agrees to comply with all such general terms and conditions.
- 7. The Provider shall guarantee that all professional services rendered in the performance of this Contract are in keeping with current generally accepted practices for an educational institution.
- 8. IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

 X Insurance Forms
 X Addendum Containing Specific Terms and Conditions

NOTE: Federal Regulations (Code Sections 6041 and 6209) require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security Number, whichever is applicable.

TYPE OF BUSINESS ENTITY

- Individual
- Sole Proprietorship
- Partnership
- Corporation
- Other **LLC, Single Member**

TAX IDENTIFICATION



Employer Identification

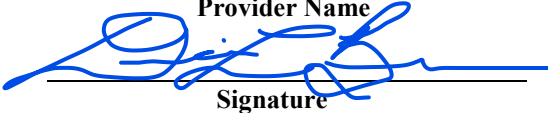
Social Security Number

Under penalty of perjury, I certify that the number shown on this form is my correct taxpayer identification number.

PROVIDER	MONROVIA UNIFIED SCHOOL DISTRICT
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Diana Brandin Realtime Captioning & Sign Language Services LLC

Provider Name


Signature

TITLE: Owner/Dir. of Ops

LICENSE NUMBER: 

ADDRESS: 

PHONE: 

FAX: Call First: (818) 279-8136

Ryan Smith
Superintendent

Signature

DATE: _____

Jennifer Johnson, Director of Special Education

DATE: _____

Business Services Only

Account No: _____

Verification and Approval: _____

Board Approval Date: _____

Purchase Order No.: _____

GENERAL TERMS AND CONDITIONS

1. **PROPOSAL ACCEPTANCE.** Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.
2. **EQUIPMENT AND LABOR.** The Provider shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the professional services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.
3. **SUBPROVIDERS.** Provider agrees to bind every subprovider by terms of the contract as far as such terms are applicable to subprovider's work. If Provider shall subcontract any part of this contract, Provider shall be fully responsible to the District for acts and omissions of his subprovider and of persons either directly or indirectly employed by himself. Nothing contained in the contract documents shall create any contractual relations between any subprovider and the District.
4. **SAFETY AND SECURITY.** It shall be the responsibility of the Provider to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
5. **DEFAULT BY PROVIDER.** When Provider, or any subprovider, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Provider, subprovider or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Provider, subprovider or vendor, as above stated, shall be a liability against the Provider and his sureties. The Board of Education reserves the right to cancel any articles or services which the Provider may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Provider provided satisfactory proof is furnished to the Board of Education, if requested.
6. **CONTRACT CHANGES.** No changes or alterations to this contract shall be made without specific prior written approval by the District.
7. **WORKERS.** Provider shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Provider whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.
8. **SUBSTITUTIONS.** No substitutions of materials or service from those specified in the Scope of Work shall be made without the prior written approval of the District.
9. **PROVIDER SUPERVISION.** When necessary, Provider shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of professional services.
10. **ACCESS TO WORK.** District representatives shall at all times have access to work wherever it is in preparation or progress.
11. **PROTECTION OF WORK AND PROPERTY.** The Provider shall maintain at all times, as required by conditions and progress of work, all necessary safeguards for the protection of employees and the public. In an emergency affecting life and safety of life or of work or of adjoining property, Provider, without special

instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

12. **ASSIGNMENT OF CONTRACT AND PURCHASE ORDER.** The Provider shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.
13. **FORCE MAJEURE CLAUSE.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
14. **HOLD HARMLESS AGREEMENT.** The Provider shall save, defend, hold harmless and indemnify the District from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work on the property under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Provider, any subproviders, or any employee, agent, or representative of Provider and/or its subproviders.
15. **PAYMENT.** Unless otherwise specified, the Provider shall render invoices in triplicate for materials delivered or services performed under the Contract/Purchase Order. The District shall make payment for materials, supplies or other services furnished under this Contract as agreed within thirty (30) days after delivery to and approval by the authorized District representative of all invoices and other documentary evidence reasonably required by the District (which approval shall not be unreasonably withheld) .
16. **PERMITS AND LICENSES.** The Provider and all of his employees, agents, and subproviders shall secure and maintain in force, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of services, materials, or supplies herein listed.
17. **PROVIDER NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT.** While engaged in carrying out other terms and conditions of the purchase order, the Provider is an independent Provider, and not an officer, employee, agent, partner, or joint venture of the District.
18. **ANTI-DISCRIMINATION.** It is the policy of the Monrovia Unified School District Board of Education that in connection with all work performed under construction and purchasing contracts, there be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Provider agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Provider agrees to require such compliance by all subproviders employed on the work by him.
19. **PROVIDER'S AND SUBPROVIDER'S INSURANCE.** The Provider shall not commence work under this Contract until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Provider shall not allow any Subprovider, employee or agent to commence work on this contract or any subcontract until the insurance required of the Provider, subprovider, or agent has been obtained.

a) **WORKER'S COMPENSATION INSURANCE.** The Provider shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all of his employees to be engaged in work on the project under this contract and in case of any such work sublet, the Provider shall require the subprovider similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Worker's Compensation Insurance.

b) **PROVIDER'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.** The Provider shall procure and shall maintain during the life of his contract, Provider's Public Liability Insurance in an amount not less than \$1,000,000 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident, and Provider's Property Damage Insurance in an amount not less than \$1,000,000. Any subprovider employed in connection with the work shall maintain such insurance unless the Provider's insurance covers the subprovider and its employees.

20. **COMPLIANCE WITH LAWS.** Provider shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct or work as indicated or specified. If Provider observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Provider shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Provider's receipt of a written termination notice from the District. If Provider performs any work knowing it to be in violation of such laws, ordinances, rules or regulations, and without first notifying the District of such violation, Provider shall bear all costs arising therefrom.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

22. **GOVERNING LAW.** This contract shall be governed by and construed in accordance with the laws of the State of California.

23. **ATTORNEYS' FEES.** If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

24. **NO ORAL MODIFICATION.** Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

25. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

Supplemental Agreement

Specialized Services for Students and Families

The Undersigned Agrees as follows:

1. To cooperate with school personnel to ensure fair and equitable availability of services to all families.
2. To support District and school policies and standards.
3. To work with groups of students and/or parents when possible to ensure that as many families are served as possible. Marital counseling is not an expected use of school-based clinical staff.
4. To refer students and families in need of (in-depth, long-term) specialized services to appropriate community agencies whenever possible. It is inappropriate for a clinic to refer to its own agency unless comparable services are not available elsewhere or the family specifically requests services offered by clinician (which should be documented along with referrals to alternative agencies).
5. To provide licensed personnel or fully-supervised interns for all services.
6. To maintain appropriate insurance as required by the District.



July 20, 2022

Signature

Date

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

6. 22/23-1006 -TRANSPORTATION REIMBURSEMENT AGREEMENT

RECOMMENDATION

The Board of Education is requested to ratify Transportation Reimbursement Agreements for transportation provided by parents beginning July 1, 2022, through June 30, 2023.

Rationale:

Transportation services provided by the parent of a student are in lieu of contracting transportation services for the student that attends school outside of the district.

Budget Implication (\$ Amount):

Estimated costs for these agreements are \$15,060.21 and will be paid with SPED funds.

Legal References:

Public Law 94-142; Education Code sections 56361, 56365, 56366, and 56740; and Title 5 CAC 3061 and 3062. Education Code 17604 requires that all contracts be approved by the Governing Board.

Additional Information:

A copy of the transportation reimbursement report is attached.

ATTACHMENTS

- [Transportation Reimbursement Report 1.pdf](#)

Transportation 2022-2023 Report #1

Transportation Reimbursement Agreement	Amount	Reason
Parent of student 1328407536	\$4,565.06	To provide transportation for student during the 2022-23 school year.
Parent of student 7746115623	\$3,433.92	To provide transportation for student during the 2022-23 school year.
Parent of student 5728504307	\$4,497.40	To provide transportation for student during the 2022-23 school year.
Parent of student 3145584341	\$2,563.83	To provide transportation for student during the 2022-23 school year.

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

7. 22/23-1007 - RENEWAL OF CONTRACT BETWEEN NEARPOD, INC., AND MONROVIA UNIFIED SCHOOL DISTRICT

RECOMMENDATION

The Board of Education is requested to approve the renewal of the contract between Nearpod, Inc., and Monrovia Unified School District for service dates July 27, 2022, through July 26, 2023.

Rationale:

The iCoaches have been perfecting their use of Nearpod for the past five years, and earning advanced certification as Nearpod trainers. They have continued to help other teachers learn how to use the program to create high interest, interactive lessons. The response by teachers has been overwhelmingly positive. This contract will continue to expand the implementation of Nearpod beyond the iCoaches to all TK-12 teachers as well as adding specialized content for English Learners.

Background:

Nearpod licenses allow teachers access to an expansive library of interactive lessons that integrate the daily use of the classroom Chromebooks. Teachers also have the ability to create their own lessons using the same features, such as virtual field trips, 3D objects, quizzes, polls, and open ended questions. Nearpod includes Digital Citizenship curriculum.

Budget Implication (\$ Amount):

The total cost for the Nearpod licenses and online training is \$56,413.84 and will be paid from the Expanded Learning Opportunities Grant funds.

Legal References:

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

Additional Information:

Copies of the contract and Nearpod's Terms and Conditions are attached.

ATTACHMENTS

- [Nearpod Quote - 20220727.pdf](#)
- [Nearpod® Terms and Conditions - 20220727.pdf](#)



Quote ID: 166647

Sales Order For:

Jennifer Maljian
 MONROVIA UNIFIED
 325 E HUNTINGTON DR
 MONROVIA, California 91016
 UNITED STATES

Nearpod Contact:

Michelle Burger
 1855 Griffin Rd. Suite A-290
 Dania Beach, FL 33004

Purchase Orders should be emailed to Michelle Burger/addressed to:
 Nearpod Inc.
 1855 Griffin Road A-290
 Dania Beach, FL 33004

Service Start: 07/27/2022

Service End: 07/26/2023

Description	Quantity	Total
<p>Nearpod Premium Plus - District: Nearpod Premium Plus, including unlimited access to:</p> <ul style="list-style-type: none"> - Nearpod’s lesson, video, and activity creation and delivery platform with 20+ formative assessment and media features - Nearpod Lesson Library with 7,500+ standards-aligned, interactive lessons for all K-12 subject areas, featuring favorite educational brands - Nearpod Video & Activity Library with 5,000+ standards-aligned interactive videos and activities for all K-12 subject areas, featuring favorite educational brands, that can be used on their own, or added to Nearpod slides lessons - District features including larger class sizes, unlimited storage, School and District shared Libraries, LMS integration, and more - Premium Plus lesson delivery features, including Live Teacher Annotation and Co-Teaching 	<p>All Students</p>	<p>\$54,613.84</p>

<p>Nearpod EL is a standards-aligned supplemental program that provides the content, tools, and organization needed to create daily differentiated learning experiences that maximize language acquisition for all learners. Nearpod EL empowers every teacher to:</p> <ul style="list-style-type: none"> - Differentiate instruction with EL Content Companions and language supports, all organized in one place - Engage every learner with equitable learning experiences - Know where students need help through real-time data <p>Nearpod’s 21st Century Readiness Program connects skills across topics such as Social & Emotional Learning, Digital Citizenship, Financial Literacy, and College & Career Readiness to help students thrive in the classroom of today and the world of tomorrow. The Program includes:</p> <ul style="list-style-type: none"> - 21st Century Readiness library: Ready-to-teach lessons, videos, and activities for every grade level - Nearpod’s enhanced UX experience and content discovery: Lessons and resources aligned to connect skills and knowledge that help develop the whole learner - Exclusive feature access to Brain Breaks: Exclusive energizing or calming Brain Break videos to refocus the class when students need a break 		
<p>Online Training: Webinar: Up to 2-hour session with a Nearpod Trainer for up to 50 participants.</p>	4	\$1,800.00
	Total	(USD) \$56,413.84

Terms

This Sales Order is valid until: 07/26/22

Service will run from 07/27/2022 until 07/26/2023, or from when customer is first provided access to the purchased service(s) for a length of time equal to the time between the Start Date and End Date, whichever is later. The agreed upon price for this timeframe is (USD) \$56,413.84.

Nearpod price quotes are confidential, unless disclosure is required by subpoena or state law. Education List Pricing is only available for PreK-12 Education customers. Please submit this price quote attachment with your Purchase Order. Tax-exempt customers should include their tax-exempt number on their Purchase Order.

This Sales Order covers the Nearpod and/or Flocabulary Services described herein and is governed by the Nearpod Terms and Conditions available online at: <https://nearpod.com/terms-conditions>, the Nearpod Privacy Policy available online at: <https://nearpod.com/privacy-policy>, the Flocabulary Terms of Use available online at: <https://flocabulary.com/terms-of-use/>, and the Flocabulary Privacy Policy available online at: <https://flocabulary.com/privacy-policy/>, as applicable.

Training Policy

Training Cancellation Policy

Nearpod requests 48 hours notice to cancel or reschedule a confirmed session. If the session is not canceled but no one attends, this session will be considered expired.

Minimum Attendance Policy

Nearpod requests that at least 10 participants attend a confirmed training session. If there are fewer than 10 participants, the session may be modified and will not be recorded.

Free Training Resources

Access to daily public webinars, on-demand webinars and how-to resources and videos can be accessed here: <http://nearpod.com/resources>

Customers providing a Purchase Order are required to remit payment within 30 days of invoicing. Otherwise, payment is required within 7 business days. Failure to remit payment may cause a disruption in service. By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Sales Order and any documents incorporated herein.

If you are a Tax-exempt customer, please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.

Is a PO Required for Purchase? Yes / No

If Yes, please provide PO number below and submit PO with this Sales Order.

If No, please return this Sales Order with Signature below and indicate payment method.

Purchase Order (Net 30):

Please provide PO #: _____

If PO is not provided, payment is due immediately via Credit Card, Check, ACH, or Wire

Name: _____

Signature: _____

Date: _____

Tax Exempt #: _____

Purchase Orders should be addressed to:

Nearpod, Inc
1855 Griffin Rd. Suite A-290
Dania Beach, FL 33004
Email: michelle.burger@nearpod.com or FAX: +1 305-655-1999

Nearpod® Terms and Conditions

For the previous version of these terms, please [click here](#).

If you are purchasing subscriptions to Flocabulary, please refer to Flocabulary's Terms, [here](#).

If you are purchasing subscriptions (or piloting) to Nearpod in the UK via Renaissance Learning, UK Ltd., please refer to the terms [here](#).^[i]

By clicking "I accept" or "I agree" to these Terms and Conditions ("Terms") or using, accessing, or registering for Nearpod Inc.'s (collectively, "we," "us," or "Nearpod") website, Nearpod mobile applications, or any other websites, applications, or online services that link to these Terms (collectively the "Nearpod Materials"), you are agreeing to these Terms, which is a binding contract with Nearpod Inc. for the benefit of itself and its affiliates.

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1. Introduction

Please read these Terms carefully as they provide that You and Nearpod will arbitrate certain claims instead of going to court and that you will not bring class action claims against Nearpod. It is important to us that the Nearpod Materials provide you with a helpful and reliable experience. To protect our rights and yours, these Terms govern all uses of the Nearpod Materials.

Access or use of the Nearpod Materials for which you have registered or enrolled constitutes acceptance of these Terms as a binding agreement. By using the Nearpod Materials, you represent that you: (1) you are an adult (according to the rules of the country where you are located), (2) have read and understood these Terms; (2) agree to use the Nearpod Materials in compliance with applicable laws and these Terms; (3) are an authorized user; and (4) that you will be responsible for ensuring that any user authorized by you to use and access the Nearpod Materials does so in accordance with these Terms. If

you are a holder of a Nearpod for Higher Education or Nearpod Enterprise Edition account, for commercial purposes, then these Terms, to the extent applicable, apply to you too.

Furthermore, if you are an Educator Nearpod User, regardless of teaching at a private or public Institution, you represent and warrant to us that you are (i) authorized to agree to these Terms on behalf of your organization and (ii) provide consent on behalf of your Student Nearpod Users to use and access the Nearpod Materials. Additionally, as an educator, you represent and warrant that Nearpod shall be considered a School Official, as defined by FERPA, with a legitimate educational interest, and performing services otherwise provided by the educator.

If you do not agree to these Terms, then please do not purchase a subscription, create an account, or use the services.

Additional terms and conditions may apply to some services offered on the Nearpod Materials if we post such terms within such services or if we sign a separate agreement with you. Please contact privacy@nearpod.com if you have questions about these Terms. Nearpod is a registered trademark of Nearpod Inc.

Unauthorized commercial, corporate or other misuse of Nearpod may result in the cancellation of your account. Nearpod empowers educators to choose how much student personal information students input into the Nearpod Materials. While some Nearpod features may request student personal information, such as first name, first initial of student's last name, a nickname or student voice, it is ultimately in the Educator Nearpod User/District Administrator's discretion as to what information is actually provided.

Outside the US, if you are under the age of majority in your country of residence, you must review these Terms with your parent or guardian to make sure that you and your parent or guardian understand and agree to them.

Nearpod and the Nearpod Materials comply with (and facilitate compliance with) applicable law, including the Family Educational Rights and Privacy Act (FERPA) and Children's Online Privacy

Protection Act (COPPA). We rely on consent by the Educator Nearpod User as the basis for collecting this information via the participation portion of the Nearpod Materials or through the activation of the Student Account feature. If you are a parent, guardian, or teacher and believe that your child or student under the age of 16 has provided Nearpod with personally identifiable information without your consent, please notify privacy@nearpod.com so that we can promptly delete the information from our servers. For more information about our privacy policy, please read [here](#).

If you have any questions about how to use the Nearpod Materials, please contact us at: Nearpod Support.

The section headings and highlights contained below are for your convenience only, and do not have any legal meaning or effect.

2. Definitions

For purposes of these Terms:

- **“Admin Nearpod User”** means a User who has administrator access to the Nearpod Materials for an Institution.
- **“Educator Nearpod User”** means a single, named, person of legal age who can enter into a contract in the state or country in which the User resides and in no case, is under the age of 18, and who is an instructor or school administrator who has an end-user account to use the Nearpod Materials and is not a student.
- **“Institution”** is defined as: a school, district, college, university or other education institution or education agency, whether public or private, that adopts or uses the Nearpod Materials.
- **“Nearpod, “we” or “us”**” means Nearpod Inc., who provides the platform through which the Nearpod Materials are delivered.
- **“Nearpod Materials”** means the Nearpod website, Nearpod mobile applications, or any other websites, applications, or online services that link to these Terms.
- **“Student Nearpod Users”** means those Nearpod users who participate in the participant portion of the Nearpod Materials by entering a code provided by the Educator Nearpod User and accessing the lesson materials or only obtain access to a Student Account (available only in School or District License Editions) if the administrator on that account enables the Nearpod Materials the ability to do so.
- **“You”** refers to an Educator Nearpod User (defined below) of the Nearpod Materials in the event that an individual Nearpod license is used (e.g. Silver, Gold, or Platinum) or the **Institution** (e.g. School or District), as context may require. In the event that you’re entering into these Terms as a representative of an Institution, then the Institution agrees that it will take all reasonable steps to ensure that its authorized users adhere to these Terms.

Highlights

The following are some of the key points to our Terms; however these aren't legally binding and are meant for reference only. You should read these entire Terms along with our [Privacy Policy](#) and Privacy FAQ (the terms of which are incorporated by reference into these Terms):

1. These terms, in addition to our [Privacy Policy](#), are the contract between you and Nearpod. If you don't agree to these terms, don't use Nearpod. If you break these rules, we reserve the right to cancel your subscription.
2. There may be other terms that apply to you (e.g. if we sign a separate agreement with you).
3. Regardless of the type of account you have, there are two kinds of users: Teachers (i.e. presenters) and Students (i.e. those who join lessons via codes or via a Student Account provisioned by their school/district administrator). By registering for Nearpod you're representing

that you're an adult, that you have the ability to and, in fact, do provide consent for the child(ren) to use Nearpod, and that any child(ren) who uses Nearpod at your direction will follow the rules.

4. Nearpod does not intend for students and/or minors to sign up to the Nearpod Materials on their own; rather, Nearpod's features permit administrator holders of School or District licenses to enable the creation of student accounts.
5. You're promising that if you're representing a school or district, you're able to agree to these terms on behalf of your organization and provide consent on behalf of students. You're designating us a school official as defined by FERPA. We base our COPPA required verifiable consent from teachers.
6. We give teachers the power to decide what personal information students enter into the platform.
7. If you're a minor outside the US, you should review these terms with your parent or guardian.
8. If you think a student accidentally created an account in a way not intended for student use, email us at privacy@nearpod.com and we'll delete it.
9. For Silver, Gold, or Platinum Accounts: These are individual accounts for teachers. You can only sign up for these if: you're an adult, currently employed by a school or district and remain employed by school or district during the term of your license. You can only use the account for access to students if you have the right to do so by your school.
10. You cannot share accounts between two or more educators.
11. You cannot share your password.
12. We own all the Nearpod Materials, or have the right to use third-party materials that we license. Using, sharing, distributing, or otherwise accessing the Nearpod Materials in a way that is not allowed by Nearpod's functionalities is a violation of these Terms.

13. When you pay for or otherwise sign up to use the Nearpod Materials, you do not own the Nearpod Materials. Rather, we grant you a license to use the Nearpod Materials for the term of your agreement.
14. While using Nearpod you may create content. You will own the content subject to the license you grant us for the content. We're not responsible for the content that you post. We don't guarantee the availability of your content through the platform. Similarly, we are not responsible for content provided by third parties, even if Nearpod links to the third-party.
15. You won't try to sell or reverse engineer the Nearpod materials. Additionally, you agree not to try and scrape our website or use external forces to try and interfere with our platform.
16. You won't infringe on other people's IP with the material you post; won't advertise or market for business; or, use defamatory, obscene, violent, or otherwise inappropriate language.

Terms

3. Accounts, Passwords, and Payments

A. *Accounts.* Nearpod has two types of accounts: individual accounts (e.g. Silver, Gold, or Platinum) or Institution accounts (e.g. School or District) as more particularly described below. All of these accounts are meant for Educator Nearpod Users. Students do not need accounts to access the Nearpod Materials; however, administrators of Institution accounts will have the option to enable the Student Account feature

(as more particularly explained below). Additionally, Nearpod offers non-education related accounts for enterprise customers. Nearpod reserves the right to change, add, or remove the types of accounts offered and/or how they're named at any time.

<p>Individual Accounts.</p>	<p>The Silver, Gold, and Platinum Accounts are meant for individual users, collectively or individually, as the context may require, they are referred to as “Individual Accounts”. They each have different features, however the following terms are the same for all Individual Accounts. Individuals may only register for an Individual Account if (i) they are an adult (according to the rules of the country where they are located) and (ii) are currently employed by a school (public or private), a school district, or other licensed educational institution. To be eligible for an Individual Account, the Educator Nearpod User must be employed at an educational institution at all times during the subscription period. Furthermore, your employment status must be independently verifiable and you may only use the Teacher Account to provide access for students if you have authorization to do so and ability to provide consent on their behalf for purposes of COPPA. By registering for an Individual Account, you represent and warrant that (i) you have the authorization to enter into these Terms on behalf of the educational institution in which you are employed and to use the Nearpod Materials as part of your learning activities; (ii) that you have the authorization to use the Nearpod Materials in accordance with any requirements you and your educational institution have under applicable laws, including, but not limited to FERPA. If at any time you are no longer employed at, or no longer have permission to use the Nearpod Materials, you agree that you will notify us immediately at: privacy@nearpod.com.</p>
<p>School Accounts.</p>	<p>School accounts are available to elementary and secondary educational Institutions to be used exclusively by the purchasing Institution, its employees, and its students. A school will be given access for the number of Educator Nearpod User licenses purchased for its educators and administrators. Each license must be assigned to an individual teacher within the purchasing school using their school provided email address. Shared access to a license (e.g. scienceteachers@abcschool.com is not a permissible use and a violation of these Terms).</p>
<p>District Accounts.</p>	<p>District accounts are available to public school districts to be used exclusively by the purchasing district’s employees and its students. A district will be given access for the number of Educator Nearpod User licenses purchased for its educators and administrators. Each license must be assigned to an individual teacher within the purchasing school using their school provided email address. Shared access to a</p>

	license (e.g. scienceteachers@abcschool.com is not a permissible use and a violation of these Terms).
Higher Education Licenses	Higher Education Licenses are available to institutions of higher education to be used exclusively by the purchasing institutions' employees and its students. A higher education institution will be given access for the number of Educator Nearpod User licenses purchased for its educators and administrators. Each license must be assigned to an individual teacher within the purchasing school using their institution-provided email address. Shared access to a license (e.g. scienceteachers@abcschool.com is not a permissible use and a violation of these Terms).
Enterprise Nearpod Licenses	Enterprise Licenses are available to companies to be used exclusively by the purchasing company's employees. A company will be given access for the number of licenses purchased for its users and administrators, just like the Educator Nearpod Users. Each license must be assigned to an individual user within the purchasing company using their company-provided email address. Shared access to a license (e.g. scienceteachers@abccompany.com is not a permissible use and a violation of these Terms).
Student Accounts	Administrators of an Institutional Account shall have the ability to opt in to this feature. The default of this feature shall be an opt-out. Should an administrator opt out of Student Accounts, then Student Nearpod Users will be able to continue use of the Nearpod Materials through the participation portion of the platform by entering a "join" code.

The following refers to Educator Nearpod Users and those who are provisioned with a Student Account only. In order to access the Nearpod Materials, you may be required to provide certain information (such as name, email, etc.) as more particularly described in our [Privacy Policy](#). You agree that any information you provide will always be accurate and complete, and you agree to update any such information if it changes.

B. Passwords. Accounts -- whether an educator account or a student account -- cannot be shared. You are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Nearpod Materials and you are responsible for all activities that occur under your account(s). Furthermore, you are solely responsible for any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by you. If you

become aware of any unauthorized use of your password or of your account, you agree to notify Nearpod immediately at privacy@nearpod.com.

C. Payments.

i. For Individual Licenses that are “Paid Accounts” (i.e. Gold or Platinum):

1. Nearpod offers you the option of upgrading your Individual account to a Paid Account which would increase your storage and enable additional features for a fee. If you choose to upgrade, your account will be converted to a Paid Account and will not be subject to some of the restrictions placed on Free Accounts as described at <https://nearpod.com/pricing>. We may change our subscription fee at any time, at our sole discretion, at the end of your subscription period as long as we notify you first by either emailing you to the address associated with your account or by posting on our website.
2. Nearpod accepts credit cards and will automatically charge your payment instrument on file before upgrading your account, if available; or request the necessary information if we do not. In the event we are not able to charge your payment instrument for applicable charges, we may suspend your account until due amounts are paid. Additionally, if your Nearpod balance is not paid within seven (7) calendar days after Nearpod provides you with notification that your account is in arrears, Nearpod reserves the right to use our discretion to delete some or all of your files so as to reduce your storage space and to convert your Nearpod Paid Account back to a free account.
3. The fees for your Paid Account will be billed from the date you convert to a Paid Account and on each year thereafter unless and until you cancel your account. Nearpod will automatically bill your credit card on the calendar day corresponding to the commencement of your Paid Account and annually thereafter. All fees and charges are prepaid and nonrefundable, and there are no refunds or credits for partially used periods. If payment is not received from the credit card issuer, you agree to pay all amounts due upon demand. You must provide current, complete and accurate billing and credit card information, and you agree to pay all costs of collection, including attorney's fees and costs, on any outstanding balance. In certain instances, the issuer of the credit card may charge a foreign transaction fee or related charges, which you shall be responsible to pay.
4. *Canceling your account.* You may cancel your Nearpod Paid Account at any time, and cancellation will be effective upon expiration of your then-current subscription term by contacting support@nearpod.com. Your Paid Account will continue until you cancel your Paid Account or we terminate it, according to the terms above. You must

cancel your Paid Account before it renews in order to avoid billing of the next period's fees to your credit card. Should you elect to cancel your Paid Account, please note that you will not be issued a refund for any previous payments.

5. **Taxes.** If Nearpod has the legal obligation to pay or collect taxes for which you are responsible, including but not limited to, sales, use, transfer, privilege, excise, and all other taxes and duties that are levied or imposed by reason of Nearpod's performance under these Terms, the appropriate amount shall be invoiced to and paid by you, unless

you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority.

ii. For Institution Accounts and Enterprise

Accounts: 1.

1. Educational institutions are charged directly for the services. Nearpod accepts credit cards and certain other specified payment methods. This Agreement shall be renewed automatically for successive periods of one (1) year unless you provide Nearpod with a written notice to the contrary ninety (90) days prior to the end of each renewal term. Each Renewal Term shall incorporate and be governed by Nearpod's then current pricing.

2. If a credit card is used to make a purchase for more than Five Thousand Dollars (\$5,000.00), an additional fee may be assessed.

3. All fees and charges are prepaid and nonrefundable, and there are no refunds or credits for partially used periods.

4. Nearpod Materials and Content Ownership and License.

a. Nearpod's Ownership. The Nearpod Materials (including past, present, and future versions) contain Content that is owned by or licensed to us. **Content** means all the text, graphics, user interfaces, visual interfaces, photographs, logos, sounds, music, artwork, activities, assessments, printables, pictures, video, animation, characters, audio clips, trademarks, trade names, service marks, computer code displayed on or available through the Nearpod Materials; the design, layout, look, appearance, structure, selection, coordination, expression, arrangement and graphics of such materials, all materials and other items relating to the Nearpod Materials, the Nearpod services and the Nearpod products; and any and all other forms of intellectual property. Reproduction of the Nearpod Materials or Content outside the Nearpod Materials' functionality is prohibited. Nearpod owns all legal rights, title, and interest in and to the Nearpod Materials or Content, including any intellectual property rights, whether those rights are registered or not, and wherever in the world those rights may exist, subject to the rights of third-parties from whom Nearpod licenses Content.

b. License. Subject to your strict compliance with these Terms, our [Privacy Policy](#), any additional terms that may be mutually agreed, and your payment of any applicable subscription fees, we grant you a limited, non-exclusive, non-sublicensable, non-transferable, revocable, and non-assignable license and right to access, use, reproduce, distribute, publicly perform, and display the Nearpod Materials and Content. The license does not give you any ownership or interest in any intellectual property of the Nearpod Materials or Content and you cannot otherwise use the Content or Nearpod Materials, without our express, prior, written consent. Nearpod and/or our licensors hereby reserve all rights in and to the Nearpod Services or Content (as the context may require) not expressly granted in these Terms. Except as expressly permitted in these Terms or with Nearpod prior express written consent, no part of the Nearpod Materials or Content may be used, copied, reproduced, distributed, uploaded, posted, publicly displayed, translated, transmitted, sold, licensed, or otherwise used for any reason whatsoever.

c. User-Generated Content.

i. By using the Nearpod Materials, you may provide or create contents and any other materials, information, ideas, concepts, and know-how (“User-generated Content”). Under no circumstances will Nearpod become liable for any payment to you for any information that you provide. You, and not Nearpod, are solely responsible for any User-Generated Content you make available through your use of the Nearpod Materials. Nearpod does not control the User-Generated Content hosted via the Nearpod Materials, nor does it guarantee the accuracy, integrity or quality of such User- Generated Content. Except as expressly set forth in these Terms, users shall retain all rights, including intellectual property rights, for User-Generated Content that they create with their Nearpod account, unless they enter a publishing agreement with Nearpod. You acknowledge that all posted User-Generated Content is stored on and made available through the Nearpod Materials by Nearpod’s servers and not on your device. You understand that all User-Generated Content is provided to you through the Nearpod Materials only on an “as-available” basis and Nearpod does not guarantee that the availability of the User-Generated Content will be uninterrupted or error free.

ii. Although the Nearpod account owner is and remains the owner of any User-Generated Content, and data, including student content and data, submitted through the Nearpod Materials, you grant us a perpetual, irrevocable, worldwide, sub-licensable, royalty-free, and transferable right and license to use, reproduce, publish, display, modify, make derivative works of, transmit and copy your anonymized content and to additionally distribute and publicly perform your content in connection with the Nearpod Materials and Nearpod’s (and its successor’s) business, in any media formats and through any media channels for the purposes of delivering the services to you. Additionally, You grant Nearpod the irrevocable,

perpetual, worldwide, sublicensable, transferrable, right to use your information solely on an aggregated and anonymized basis (“Aggregated Data”). Nearpod represents and warrants it will not use student personal information for third party marketing. Finally, You also hereby grant to each user of the Nearpod Materials a non-exclusive license to access and view your anonymized User-Generated Content as permitted by the functionality of the Nearpod Materials and these Terms. Notwithstanding the immediately preceding sentence, or anything else to the contrary, the Nearpod Materials only make your content available to others if you choose to allow it. For the avoidance of doubt, such anonymized User-Generated Content shall not include any personally identifiable information.

d. Nearpod Materials, Content Use Restrictions, and Customer Obligations.

i. You will not and will not attempt to: (i) license, sublicense, copy, duplicate, distribute, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, reproduce, sell, trade, or resell the Nearpod Materials or Content (including, without limitation, the

reproduction, sale, trading or resale of Nearpod Materials or Content customized by other Nearpod users) without our prior written agreement; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of the Nearpod Materials are compiled or interpreted, and you acknowledge that nothing in these Terms will be construed to grant you any right to obtain or use such code; (iii) create any derivative product from of the foregoing, without our prior consent; (iv) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, or pledge as security or otherwise encumber, your rights under these Terms; (v) remove any title, trademark, copyright, or restricted rights notices or labels from the Nearpod Materials or related documentation; or (vi) share accounts. **We take privacy seriously. As such, if you (or in the case of a school, district, or multi-seat license account, as administrator) learn that the license users are sharing accounts, you must notify the user that they are not to share accounts or passwords. If the user continues to share their account or password with someone else, you must notify us at privacy@nearpod.com within twenty-four (24) hours.**

Notwithstanding anything to the contrary in this section or otherwise, the Nearpod Materials may include functionality that will allow you to create new content slides, delete slides and certain other editing functionality. These activities are permitted to the extent enabled within the Nearpod Materials, provided that such edited content is used solely for private educational purposes of the user.

Nearpod reserves the right to modify or discontinue the Nearpod Materials or any version(s) thereof at any time in its sole discretion, with or without notice.

ii. You will be responsible for (i) internet connectivity needed to access the Nearpod Materials; (ii) your (and in the case of a school, district, or multiple user seat license your employees, agents, members, contractors, or representatives') compliance with these Terms and our Privacy Policy (www.nearpod.com/privacy-policy); and (iii) your User-Generated Content (and in the case of a school, district, or multiple user seat license) your employees, agents, members, contractors, or representatives' user-generated content, as more particularly described above.

iii. You may not use the Nearpod Materials in any manner that in our sole discretion could damage, disable, overburden, impair or interfere with any other party's use of them. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Nearpod Materials. You agree not to scrape or otherwise use automated means to access or gather information from the Nearpod Materials, and agree not to bypass any robot exclusion measures we may put in place. In addition, you agree not to use false or misleading information in connection with your user account, and acknowledge that we reserve the right to disable any user account with a profile which we believe (in our sole discretion) is false or misleading (including a profile that impersonates a third party).

iv. In connection with your User-Generated Content, you further agree that you will not: (i) use material that is subject to third party intellectual property or proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Nearpod all of the license rights granted herein; (ii) use material that is unlawful, defamatory, libelous, threatening, pornographic, obscene, harassing, hateful, racially or ethnically offensive or encourages conduct that would be considered a criminal offense, violate any law or is otherwise inappropriate; or (iii) post advertisements or marketing content or solicitations of business, or any content of a commercial nature.

v. We may provide various open communication tools on the Nearpod Materials for Educator Nearpod Users, such as blog comments, blog posts, chat forums, message boards, and the like. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share, or otherwise distribute any content that: (i) is illegal, threatening, defamatory, harassing, degrading, intimidating, fraudulent, racist, and pornographic or contains any type of inappropriate or explicit language; (ii) infringes any trademark, copyright, trade secret, or other proprietary right of any party; (iii) attempts any type of unauthorized advertising; or (iv) violates any applicable law or regulation.

e. Content created by Third-Parties.

i. The Nearpod Materials provide the ability for Educator Nearpod Users to create their own content that can be shared to third-parties (never directly with students, unless the creator is the students' educator). You acknowledge and agree that Nearpod is not responsible and shall have no liability for the content created by Nearpod Educator Users. You hereby acknowledge that you may be exposed to content from other users that is inaccurate, offensive, obscene, indecent, or objectionable when using the Nearpod Materials, and further acknowledge that Nearpod does not have any obligation to monitor such content for any purpose. Furthermore, as a teacher and/or educator, you hereby acknowledge that you will review content that others may provide or share with you, prior to sharing or showing it to your students. However, we reserve the right at all times to determine whether content is appropriate and in compliance with these Terms, and may pre- screen and remove content at any time if such content is found to be in violation of these Terms and Conditions or is otherwise objectionable.

ii. Additionally, the Nearpod Materials may access third-party services through API's or links to third-party providers. You acknowledge and agree that Nearpod is not responsible and shall have no liability for such third-party sites and services, products or services made available through- them, or your use of or interaction with them. Whether the third-party content appears within our Services (such as in an embedded video player, including but not limited to [YouTube](#)), or you leave our Services to view the content on another website, the third party is in control of and independently produces, maintains, and monitors the content and third-party sites. When you

watch third-party content that is made available through the Services or navigate to such third-party sites, you become subject to the third party's terms of use and privacy policies. You should review the privacy policies of these third-party sites for their policies and practices regarding the collection and use of your information as their policies may differ from ours. We do not accept any responsibility or liability for the privacy practices of third parties.

f. Wireless Features. Use of Nearpod's mobile applications requires usage of data and messaging services provided by your wireless service carrier. You acknowledge and agree that you are solely responsible for data usage fees, messaging fees and any other fees that your wireless service carrier may charge in connection with your use of the Nearpod Materials.

g. Rights to Process Data. You represent and warrant that you have the proper authority to designate and, as a result of engaging with the Nearpod Materials do hereby designate Nearpod a "school official" within the meaning of FERPA. Nearpod will be under your direction with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA, and we may use personally identifiable information and education records only as set forth under these Terms.

h. Please note: if an Institutional Account requires additional privacy agreements to be executed, please email: vendorforms@nearpod.com.

5. Copyright Claims (Digital Millennium Copyright Act).

a. Nearpod respects the intellectual property rights of others and requires that the people who use the Nearpod Materials do the same. It is our policy to respond promptly to claims of intellectual property misuse. Our procedures for responding to alleged copyright infringement are consistent with the form suggested by the United States Digital Millennium Copyright Act, the text of which can be found at the U.S. Copyright Office web site <http://www.copyright.gov/legislation/dmca.pdf>. Please note that you will be liable for damages (including costs and attorneys' fees) if you make any material misrepresentations when making or countering a copyright infringement claim.

b. If you believe that your work has been copied and is accessible on the Nearpod Materials in a way that constitutes copyright infringement, you may notify us by providing our copyright agent with the following information in writing:

i. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.

ii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Nearpod to locate the material (e.g., URL).

iii. Information reasonably sufficient to permit Nearpod to contact you, such as name, postal address, telephone number, and, if available, an email address at which you may be contacted.

iv. Include the following statement: "I have a good faith belief that use of the material described above in the manner complained of is not authorized by the copyright owner, its agent, or the law."

v. Include the following statement: "The information in the notification is accurate, and under penalty of perjury, I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."

vi. A physical, electronic or digital signature, in a form reasonably acceptable to Nearpod, of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

vii. Send written communication to the following contact: **Nearpod Inc., Attn: Legal Department, 1855 Griffin Rd., A290, Dania Beach, FL 33004**

viii. Send electronically-signed communication to legal@nearpod.com.

c. DMCA Counter-Notification Procedure: After receiving a notification of alleged infringement, Nearpod will remove or disable access to the material claimed to be infringing or claimed to be the subject of infringing activity. At the same time, Nearpod will provide the provider of affected material with a copy of the notice. The provider of affected material may make a counter notification pursuant to sections 512(g)(2) and (3) of the Digital Millennium Copyright Act. Please be advised that you may be held liable for damages if you make material misrepresentations pursuant to federal law in the counter notification. When we receive a counter notification, we may reinstate the material in question. To file a counter notification with us, the provider of affected material must provide a written communication (by postal mail, overnight mail, or, when digitally-signed, by email) that sets forth the items specified below. To expedite our ability to process your counter notification, please use the following format (including section numbers):

i. Identify the material that Nearpod has removed or to which Nearpod has disabled access and the location at which the material appeared before it was removed or access to it was disabled.

ii. Provide your name, postal address, telephone number, email address, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in Miami, Florida (if your address is outside of the United States, for any judicial district in which Nearpod may be found), and that you will accept service of process from the person who provided the initial notification of infringement or an agent of such person.

iii. Include the following statement: "I swear, under penalty of perjury, that I have a good faith belief that the removed material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."

iv. Sign the paper or affix an electronic or digital signature to the communication in a form reasonably acceptable to Nearpod.

v. Send written communication to the following address: **Nearpod Inc., Attn: Legal Department, 1855 Griffin Rd., A290, Dania Beach, FL 33004.**

vi. Send electronically- or digitally-signed communication to notices@nearpod.com. Upon receipt of a counter notification in substantial compliance with the DMCA, Nearpod will provide the person who provided the initial notification of claimed infringement with a copy of the counter notification promptly. After receipt of the counter notification, Nearpod will generally replace the removed material and cease disabling access to it, unless Nearpod's designated agent first receives notice from the person who submitted the initial notification that such person has filed an action seeking a court order regarding the removed material.

d. Nearpod is generally unable to evaluate the merits of trademark disputes because trademark rights may be based on registration or common law use, exist only for certain categories of goods or services and may differ internationally. Therefore, Nearpod expects you to resolve trademark disputes directly with the individual rather than utilizing Nearpod as an intermediary.

6. Collection of Data.

a. Nearpod's Privacy Policy, at <https://nearpod.com/privacy-policy> (the "Privacy Policy"), describes the collection, use and disclosure of data and information (including location and usage data) by Nearpod in connection with the Nearpod Materials. The Privacy Policy, as may be updated by Nearpod from time to time in accordance with its terms, is hereby incorporated into these Terms and Conditions, and you hereby agree to the collection, use and disclose practices set forth therein.

b. We reserve the right to anonymously track and report a user's activity inside of the Nearpod Materials using non-personally identifiable information as more fully discussed in our [Privacy Policy](#). We will not advertise or market to students who use Nearpod, nor will any student information collected by Nearpod

be shared with third parties for advertising and marketing purposes. For teachers, Nearpod may send marketing emails to the address associated with the account. In addition, Nearpod may use targeted advertising on third party sites. Moreover, Nearpod will send out emails to teacher-users who may be eligible for a contest, sweepstakes, survey, or similar promotion that Nearpod may host. Nearpod does not run these types of promotions for students.

7. Termination and Suspension of Services.

a. We may, at our sole discretion, suspend or terminate your access to all or part of the Nearpod Materials with or without notice and for any reason, including, without limitation, breach of these Terms and Conditions.

8. Representations, Warranties and Disclaimers.

a. Representations and Warranties by You.

i. You represent and warrant that, in connection with these Terms and Conditions or the Nearpod Materials: (i) your use of the Nearpod Materials will be in strict accordance with these Terms and Conditions and with all applicable laws and regulations (including, without limitation, any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content); (ii) your User-Generated Content and your use of the Nearpod Materials will not infringe or misappropriate the intellectual property rights of any third party; (iii) you will not and will not attempt to re-join or attempt to use the Nearpod Materials if Nearpod has banned or suspended you; (iv) you will not and will not attempt to defraud Nearpod or another user; (v) that you, to the extent applicable, are duly organized, validly existing and in good standing under the laws of the jurisdiction of your incorporation or organization; (vi) that the execution or performance of these Terms will not conflict with or violate any provision of any law applicable to you; (vii) that by purchasing a subscription, creating an account, or otherwise using the Nearpod Materials you agree (and in the case of a school, district, or multi-seat license you agree on behalf of your accounts' users) to be bound by these Terms, that these terms will constitute a valid and binding obligation on you (and in the case of a school, district, or multi-seat license you agree on behalf of your accounts' users), and will be enforceable against you in accordance with the terms herein; (viii) you will comply with all applicable laws, statutes, regulations, or rules, without limitation, the Family Educational Rights and Privacy Act ("FERPA"), Children's Online Privacy Protection Act ("COPPA") and the Protection of Pupil Rights Amendment ("PPRA")(collectively "Laws"); and (ix) you will not and will not attempt to use another user's account or allow another person to use your user account. In addition to the representations and warranties above, Districts and/or Schools further represent and warrant that it and its members, employees, contractors, permitted successors, permitted assigns, permitted administrators, and permitted legal representatives will not share accounts between two or more users. User accounts may be reassigned to accommodate District's users changes, such as employee turnover, upon notice to Nearpod during the Subscription Period.

ii. Any illegal activities undertaken in connection with the Nearpod Materials may be referred to the authorities.

b. Disclaimer of Warranties by Nearpod.

i. THE NEARPOD MATERIALS ARE PROVIDED "AS IS." NEARPOD AND ITS LICENSORS, SERVICE PROVIDERS AND PARTNERS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEARPOD DOES NOT MAKE ANY WARRANTY THAT THE

NEARPOD MATERIALS WILL BE ERROR-FREE OR THAT ACCESS THERETO WILL BE CONTINUOUS OR UNINTERRUPTED, OR THAT THE NEARPOD MATERIALS OR THE SERVERS THAT MAKE AVAILABLE THE FEATURES AND FUNCTIONALITY THEREOF ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

ii. YOU UNDERSTAND THAT YOU USE THE NEARPOD MATERIALS AT YOUR OWN DISCRETION AND RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR OTHER DEVICES AND FOR ANY LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OF SUCH CONTENT. WE DO NOT PROVIDE ANY WARRANTY OR GUARANTEE AS TO THE ACCURACY, PERFORMANCE, COMPLETENESS, OR SUITABILITY OF THE INFORMATION AND MATERIALS FOUND OR OFFERED ON THE NEARPOD MATERIALS. YOU ACKNOWLEDGE THAT SUCH INFORMATION AND MATERIALS MAY CONTAIN INACCURACIES OR ERRORS AND WE EXPRESSLY EXCLUDE LIABILITY FOR ANY SUCH INACCURACIES OR ERRORS TO THE FULLEST EXTENT PERMITTED BY LAW. NEARPOD DOES NOT GUARANTEE OR WARRANT THAT ANY CONTENT YOU MAY STORE OR ACCESS THROUGH THE NEARPOD SERVICE WILL NOT BE SUBJECT TO INADVERTENT DAMAGE, LOSS OR REMOVAL. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

iii. It is your responsibility to maintain appropriate alternate backup of your information and data.

9. Limitation of Liability.

a. IN NO EVENT, EVEN IF NEARPOD OR A NEARPOD-AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WILL NEARPOD OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, OR THIRD PARTY PARTNERS, LICENSORS OR SERVICE PROVIDERS BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THESE TERMS AND CONDITIONS (INCLUDING YOUR INTERACTIONS WITH OTHER USERS)

UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR: (I) ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; (II) THE COST OF PROCUREMENT FOR SUBSTITUTE PRODUCTS OR SERVICES; (III) FOR INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA; OR (IV) FOR ANY AMOUNTS THAT EXCEED THE FEES PAID BY YOU TO NEARPOD. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES,

SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, IN WHICH CASE NEARPOD'S LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

10. Indemnification.

a. You agree to indemnify and hold harmless Nearpod, its contractors, and its licensors, and their respective directors, officers, employees, and agents from and against any and all claims, losses, damages, liabilities, costs and expenses, including attorneys' fees (any of the foregoing, a "Claim"), arising out of or relating to your use or misuse of the Nearpod Materials, including but not limited to your breach of these Terms and Conditions or infringement, misappropriation or violation of the intellectual property or other rights of any other person or entity, provided that the foregoing does not obligate you to the extent the Claim arises out of Nearpod's willful misconduct or gross negligence. Nearpod reserves the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these Claims.

11. Arbitration.

a. This Section is referred to herein as the "Arbitration Agreement." The parties that any and all controversies, claims, or disputes between you and Nearpod arising out of, relating to, or resulting from these Terms and Conditions, shall be subject to binding arbitration pursuant to the terms and conditions of this Arbitration Agreement, and not any court action (other than a small claims court action to the extent the claim qualifies). The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

b. THIS PARAGRAPH IS REFERRED TO AS THE "CLASS ACTION WAIVER." THE PARTIES AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH PARTIES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).

c. Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures (the "AAA Rules"), as modified by this Arbitration Agreement. If there is any inconsistency between the AAA Rules and this Arbitration Agreement, the terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms and Conditions as a court would, including

without limitation, the limitation of liability provisions above. You may visit <http://www.adr.org> for information on the AAA and <http://www.adr.org/fileacase> for information on how to file a claim against Nearpod.

d. The arbitration shall be held in Broward County, Florida. If the value of the relief sought is \$10,000 or less, you or Nearpod may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on each party, but subject to the arbitrator's discretion to require an in-person hearing if the circumstances warrant. Attendance at any in-person hearing may be made by telephone by either or both parties unless the arbitrator requires otherwise.

e. The arbitrator will decide the substance of all claims in accordance with the laws of the state of Florida, without regard to its conflicts of laws rules, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Nearpod Materials users, but is bound by rulings in prior arbitrations involving you to the extent required by applicable law.

f. Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA's Rules. Each party will be responsible for all other fees it incurs in connection with the arbitration, including without limitation, all attorney fees.

g. All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential for the benefit of all parties.

h. If a court decides that any term or provision of this Arbitration Agreement other than the Class Action Waiver is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court decides that any of the provisions of the Class Action Waiver is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of these Terms and Conditions will continue to apply.

12. General Terms.

a. Changes to these Terms and Conditions. Nearpod may make modifications, deletions and/or additions to these Terms and Conditions ("Changes") at any time. Changes will be effective: (i) thirty (30) days after Nearpod provides notice of the Changes, whether such notice is posted to Nearpod, is sent to the email

address associated with your account, or otherwise; or (ii) when you opt in or otherwise expressly agree to the Changes or a version of these Terms and Conditions incorporating the Changes, whichever comes first.

b. Communications by Us. Under these Terms and Conditions, you consent to receive communications from Nearpod electronically.

c. Feedback. You may, under certain circumstances, share feedback or ideas with us regarding the Nearpod Materials or Content. If you choose to share your feedback with us, you understand that (i) we are not required to take any action based on your feedback, or (ii) if we do take action based on your feedback, (x) you will have no expectation of review, approval, payment, or consideration of any type for any such feedback or ideas and (y) Nearpod will be free to use and exploit the feedback or ideas in our sole and absolute discretion.

d. Publicity. We may advertise, publicly announce, or provide to any other person, information relating to the existence of this agreement or use your (and in the case of your school or district its) name or logo, in any format for any promotion, publicity, or marketing of the Nearpod Materials.

e. Governing Law and Jurisdiction. Except to the extent that applicable law, if any, provides otherwise, these Terms and Conditions and any access to or use of the Nearpod Materials will be governed by the laws of the state of Florida, U.S.A. You agree that any action at law or in equity arising out of or relating to these Terms and Conditions or the Nearpod Materials that is not subject to arbitration under the Arbitration Section shall be filed only in the state or federal courts in Broward County, Florida (or a small claims court of the above-referenced jurisdiction) and you hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action.

f. Waiver. The failure of any party at any time to require performance of any provision of these Terms and Conditions shall in no manner affect such party's right at a later time to enforce the same. A waiver of any breach of any provision of these Terms and Conditions shall not be construed as a continuing waiver of other breaches of the same or other provisions of these Terms and Conditions.

g. Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

h. Assignment. These Terms and Conditions, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Nearpod without restriction.

i. Entire Understanding & Amendments. This is the entire agreement between us relating to the subject matter herein and shall not be modified except in a writing, signed by both parties, or by a change to these Terms and Conditions made by Nearpod as set forth above.

j. Headings. The section headings contained in this agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.

k. Drafting. You agree that these Terms and Conditions will not be construed against us because we drafted them.

l. Contact Information: Nearpod Inc., 1855 Griffin Rd., A290, Dania Beach, FL 33004.

If you have any questions or comments about these Terms and Conditions or our [Privacy Policy](#), you can contact us at: privacy@nearpod.com.

For the previous versions of our terms and conditions, please click [here](#).

Posted Date:

6/15/2021 Effective:

8/1/21

If you are a Pearson Powered by Nearpod User, these terms and conditions do not apply to you; rather a different set of terms and conditions found [here](#) apply instead.

* You can review Youtube's Privacy Policy [here](#); and update or revoke your Google Permissions [here](#).

^[1] Reference to UK Terms was added on February 2, 2022.

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

8. 22/23-1008 - PERSONAL SERVICE AGREEMENT WITH SPEECH THERAPY TEAM

RECOMMENDATION

The Board of Education is requested to approve a Personal Service Agreement with Speech Therapy Team as detailed in Personal Service Agreement Report #2, beginning July 1, 2022, through June 30, 2023.

Rationale:

Speech Therapy Team will provide a Licensed Speech Language Pathologist (SLP) to provide services to Special Education students, conduct observations, screenings, and assessments, write reports, participate in Individualized Education Plan (IEP) meetings, and all other duties of a SLP.

Background:

Speech Therapist is a very difficult position to fill, even through our current contracted companies and continuous postings via Edjoin. One of our current Speech Therapists will be going out on a leave of absence. We would like to utilize the services of Speech Therapy Teams to secure a Speech Therapist for our students.

Budget Implication (\$ Amount):

The total estimated cost of this Individual Service Agreement is \$148,000.00.

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 is attached.

ATTACHMENTS

- [Agreement w/Speech Therapy Team.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
325 East Huntington Drive
Monrovia, CA 91016
(626) 471-2000

**PERSONAL SERVICES CONTRACT
AGREEMENT/PURCHASE ORDER NUMBER**

THIS CONTRACT made and entered into this 1st day of July, **2022** by and between **CASSANDRA RUIZ DBA SPEECH THERAPY TEAM PC** hereinafter called the **PROVIDER** and the **MONROVIA UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

- 1. The **PROVIDER** shall furnish the **DISTRICT** for a total contract price of:
Not to exceed One hundred Forty-Eight Thousand Dollars (\$148,000.00)
One hundred Dollars (\$100.00) per hour
185 days RSY NTE 8 hours per day = \$800.00 per day

To provide the following services:
Licensed Speech Language Pathologist to cover employee leave of absence
- 2. The term of this contract shall begin **August 15, 2022** and will terminate on or before **June 7, 2023**.
- 3. The Contractor shall not commence work under this Contract until the insurance required under Paragraph 19 of the **Terms and Conditions** and satisfactory proof of such insurance has been submitted to the District and said insurance has been approved by the District.
- 4. Payment Schedule - Payment for the work shall be made upon submission of monthly statements and the District's written approval of the work (which approval shall not be unreasonably withheld).
- 5. Approvals for payment shall be authorized by a responsible District administrator.
- 6. The Contract includes the general terms and conditions as printed and set forth on the following pages, and the Provider, by executing this Contract, agrees to comply with all such general terms and conditions.
- 7. The Provider shall guarantee that all professional services rendered in the performance of this Contract are in keeping with current generally accepted practices for an educational institution.
- 8. IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

_____ Insurance Forms
_____ Addendum Containing Specific Terms and Conditions

NOTE: Federal Regulations (Code Sections 6041 and 6209) require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security Number, whichever is applicable.

TYPE OF BUSINESS ENTITY

- _____ Individual
- _____ Sole Proprietorship
- _____ Partnership
- _____ Corporation
- _____ Other

TAX IDENTIFICATION

Employer Identification

Social Security Number

Under penalty of perjury, I certify that the number shown on this form is my correct taxpayer identification number.

PROVIDER	MONROVIA UNIFIED SCHOOL DISTRICT
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Cassandra Ruiz

Ryan Smith

Provider Name

Superintendent

CR

Signature

Signature

TITLE: Owner: Speech Therapist

DATE: _____

LICENSE NUMBER: _____

ADDRESS: _____

DATE: 07 / 15 / 2022

PHONE: (469)223-9645

FAX: _____

Business Services Only

Account No: _____

Verification and Approval: _____

Board Approval Date: _____

Purchase Order No.: _____

GENERAL TERMS AND CONDITIONS

1. **PROPOSAL ACCEPTANCE.** Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.
2. **EQUIPMENT AND LABOR.** The Provider shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the professional services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.
3. **SUBPROVIDERS.** Provider agrees to bind every subprovider by terms of the contract as far as such terms are applicable to subprovider's work. If Provider shall subcontract any part of this contract, Provider shall be fully responsible to the District for acts and omissions of his subprovider and of persons either directly or indirectly employed by himself. Nothing contained in the contract documents shall create any contractual relations between any subprovider and the District.
4. **SAFETY AND SECURITY.** It shall be the responsibility of the Provider to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
5. **DEFAULT BY PROVIDER.** When Provider, or any subprovider, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Provider, subprovider or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Provider, subprovider or vendor, as above stated, shall be a liability against the Provider and his sureties. The Board of Education reserves the right to cancel any articles or services which the Provider may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Provider provided satisfactory proof is furnished to the Board of Education, if requested.
6. **CONTRACT CHANGES.** No changes or alterations to this contract shall be made without specific prior written approval by the District.
7. **WORKERS.** Provider shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Provider whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.
8. **SUBSTITUTIONS.** No substitutions of materials or service from those specified in the Scope of Work shall be made without the prior written approval of the District.
9. **PROVIDER SUPERVISION.** When necessary, Provider shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of professional services.
10. **ACCESS TO WORK.** District representatives shall at all times have access to work wherever it is in preparation or progress.
11. **PROTECTION OF WORK AND PROPERTY.** The Provider shall maintain at all times, as required by conditions and progress of work, all necessary safeguards for the protection of employees and the public. In an emergency affecting life and safety of life or of work or of adjoining property, Provider, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
12. **ASSIGNMENT OF CONTRACT AND PURCHASE ORDER.** The Provider shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.
13. **FORCE MAJEURE CLAUSE.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
14. **HOLD HARMLESS AGREEMENT.** The Provider shall save, defend, hold harmless and indemnify the District from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work on the property under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Provider, any subproviders, or any employee, agent, or representative of Provider and/or its subproviders.
15. **PAYMENT.** Unless otherwise specified, the Provider shall render invoices in triplicate for materials delivered or services performed under the Contract/Purchase Order. The District shall make payment for materials, supplies or other services furnished under this Contract as agreed within thirty (30) days after delivery to and approval by the authorized District representative of all invoices and other documentary evidence reasonably required by the District (which approval shall not be unreasonably withheld).
16. **PERMITS AND LICENSES.** The Provider and all of his employees, agents, and subproviders shall secure and maintain in force, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of services, materials, or supplies herein listed.
17. **PROVIDER NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT.** While engaged in carrying out other terms and conditions of the purchase order, the Provider is an independent Provider, and not an officer, employee, agent, partner, or joint venture of the District.
18. **ANTI-DISCRIMINATION.** It is the policy of the Monrovia Unified School District Board of Education that in connection with all work performed under construction and purchasing contracts, there be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Provider agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Provider agrees to require such compliance by all subproviders employed on the work by him.
19. **PROVIDER'S AND SUBPROVIDER'S INSURANCE.** The Provider shall not commence work under this Contract until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Provider shall not allow any Subprovider, employee or agent to commence work on this contract

or any subcontract until the insurance required of the Provider, subprovider, or agent has been obtained.

a) **WORKER'S COMPENSATION INSURANCE.**

The Provider shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all of his employees to be engaged in work on the project under this contract and in case of any such work sublet, the Provider shall require the subprovider similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Worker's Compensation Insurance.

b) **PROVIDER'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.**

The Provider shall procure and shall maintain during the life of his contract, Provider's Public Liability Insurance in an amount not less than \$1,000,000 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident, and Provider's Property Damage Insurance in an amount not less than \$1,000,000. Any subprovider employed in connection with the work shall maintain such insurance unless the Provider's insurance covers the subprovider and its employees.

20. **COMPLIANCE WITH LAWS.** Provider shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct or work as indicated or specified. If Provider observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Provider shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Provider's receipt of a written termination notice from the District. If Provider performs any work knowing it to be in violation of such laws, ordinances, rules or regulations, and without first notifying the District of such violation, Provider shall bear all costs arising therefrom.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

22. **GOVERNING LAW.** This contract shall be governed by and construed in accordance with the laws of the State of California.

23. **ATTORNEYS' FEES.** If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

24. **NO ORAL MODIFICATION.** Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

25. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

Adopted: October 24, 2007

Supplemental Agreement

Specialized Services for Students and Families

The Undersigned Agrees as follows:

1. To cooperate with school personnel to ensure fair and equitable availability of services to all families.
2. To support District and school policies and standards.
3. To work with groups of students and/or parents when possible to ensure that as many families are served as possible. Marital counseling is not an expected use of school-based clinical staff.
4. To refer students and families in need of (in-depth, long-term) specialized services to appropriate community agencies whenever possible. It is inappropriate for a clinic to refer to its own agency unless comparable services are not available elsewhere or the family specifically requests services offered by clinician (which should be documented along with referrals to alternative agencies).
5. To provide licensed personnel or fully-supervised interns for all services.
6. To maintain appropriate insurance as required by the District.
7. To comply with all District employee policies and to complete the necessary documentation and background checks to work with students in a classroom.

CR

07 / 15 / 2022

Signature

Date

Signature Certificate

Reference number: 2OZNS-Q6ZST-DLR8H-CWWSL

Signer	Timestamp	Signature
Cassandra Ruiz Email: ruiz@speechtherapyteam.com		
Sent:	14 Jul 2022 18:04:14 UTC	
Viewed:	14 Jul 2022 20:33:28 UTC	
Signed:	15 Jul 2022 18:05:36 UTC	
Recipient Verification: ✓ Email verified	14 Jul 2022 20:33:28 UTC	IP address: 76.187.5.59 Location: Garland, United States

Document completed by all parties on:
15 Jul 2022 18:05:36 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.



Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

9. 22/23-1009 - AGREEMENT WITH CAMPUS CLINIC, LLC., (FORMERLY KNOWN AS COVID CLINIC, INC.)

RECOMMENDATION

The Board of Education is requested to approve an agreement with Campus Clinic, LLC., formerly known as COVID Clinic, Inc., to continue services for the 2022-23 school year.

Rationale:

Approval of this service agreement will allow Monrovia Unified School District to continue our partnership with Campus Clinic, LLC., to provide clinical and behavioral clinic services, as applicable, to the district's target population. These services include, but are not limited to, pandemic virus testing, immunizations and vaccinations, laboratory tests, and behavioral screenings and assessments.

Background:

During the COVID-19 pandemic, Campus Clinic, LLC., (formerly known as COVID Clinic, Inc.) provided weekly testing and results as well as vaccination clinics for eligible individuals throughout the district. Campus Clinic, LLC., continues to be an excellent resource for the district in providing necessary clinical services to our district's community.

Budget Implication (\$ Amount):

There is no cost to the district as billing shall be submitted to the service recipient's payer in accordance with applicable federal and California laws and California Department of Public Health (CDPH) and California guidance.

Legal References:

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

Additional Information:

A copy of the agreement is attached.

ATTACHMENTS

- [Campus Clinic On Campus Health Center Lead Agency Agreement - 20220727.pdf](#)

ON-CAMPUS HEALTH CENTER LEAD AGENCY SERVICES AGREEMENT

THIS ON-CAMPUS HEALTH CENTER LEAD AGENCY SERVICES AGREEMENT (“Agreement”) is entered into as of the last date of signature below (“Effective Date”), by and between Campus Clinic, LLC., a Delaware limited liability company, with its principal office located at 1401 21st Street STE R Sacramento, CA 95811 (the Lead Agency and referred to as “Campus Clinic”), and Monrovia Unified School District, is a California school district, with its principal office located at 325 East Huntington Drive, Monrovia, California 91016 (“District”). Campus Clinic and District are referred to herein individually as “Party” and collectively as “Parties.”

RECITALS

- A. Campus Clinic is management services organization that contracts with licensed healthcare, dental, mental health and other licensed health professionals and lab entities (“Clinical Services Providers”) to provide medical, behavior and oral health services for certain District school campuses (“Clinical Services”) designated by District.
- B. Campus Clinic shall contract directly as lead agency on behalf of District with Clinical Services Providers for Clinical Services to provide Clinical Services for District school campuses, either as full-time or part-time Clinical Services District campus sites as reasonably determined by the Parties and Clinical Services Providers to meet each particular District’s campus Clinical Services needs.
- C. Campus Clinic is designated the exclusive lead agency for coordinating and contracting with Clinical Services Providers for District’s campus Clinical Services needs. Campus Clinic agreements with Clinical Services Providers shall allow for Campus Clinic to perform certain business or administrative services for Clinical Services Providers while preserving Clinical Services Providers’ independent medical judgment and empowering Clinical Services Providers to provide Clinical Services in conformity with applicable laws and regulations and standards of care.
- D. District is a California school district serving kindergarten through 12th grade students.
- E. Campus Clinic and District desire to enter into this Agreement whereby Campus Clinic shall coordinate and manage the non-licensed business and administrative aspects of Clinical Services Providers providing Clinical Services to District students and others in conformity with the terms and conditions of the attached Exhibit A, integrated herein by this reference (“Campus Clinic Program”).
- F. In consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and legal sufficiency of which are acknowledged, the Parties adopt the Recitals above and further agree as follows.

AGREEMENT

1. The Campus Clinic Program.

- a. Campus Clinic shall cause Clinical Services Providers to render Clinical Services as the Campus Clinic Program on such District campuses as mutually agreed upon by the Parties, in conformity with all applicable laws, regulations and requirements and based on guidelines specified in Exhibit A. Additionally, the Campus Clinic Program on each District campus shall also conform to the specifications and requirements as further mutually agreed in writing by the Parties.
- b. District grants Campus Clinic the exclusive right to implement the Campus Clinic Program on District campuses during the term of this Agreement.
- c. District shall provide such deliverables as specified in Exhibit A to assist with the facilitation of the Campus Clinic Program, and Campus Clinic shall provide such deliverables as specified in Exhibit A to deliver the Campus Clinic Program as the exclusive facilitator of Clinical Services for District during the Term of this Agreement.

2. Compensation for the Campus Clinic Program.

- a. As set forth in the recitals above, the Parties understand that Clinical Services shall be delivered and reimbursed as specified in Exhibit A.
- b. As compensation for services rendered by Campus Clinic to facilitate Campus Clinic Programs for District, District agrees to pay Campus Clinic a Campus Clinic Program Facilitation Fee equal to US \$ 0 per month.
- c. As a variable and capped Campus Clinic Program cost recoupment process to assist with Campus Clinic's substantial cost investments into District Campus Clinic Programs capital investment costs, the following Campus Clinic Program cost recoupment terms shall apply ("Campus Clinic Cost Recoupment"). District shall use good faith efforts toward securing Federal, State, municipal and other available funding programs to secure funding to cover costs incurred by Campus Clinic and its Clinical Service Providers for the Campus Clinic Program ("Program Funding"). Campus Clinic shall support District with resources and best practices used to secure Program Funding (see <https://www.schoolhealthcenters.org/funding/sbhcs/>). If District is not successful in securing Program Funding, no additional Campus Clinic Cost Recoupment is owed to Campus Clinic. If District secures Program Funding, District shall confirm in writing to Campus Clinic the amount of Program Funding within forty-five (45) days of first notice of such Program Funding and shall owe such Program Funding upon receipt or shall redirect such Program Funding to Campus Clinic in thirty (30) days of receipt of or secured the right to such Program Funds but in no event shall any such Campus Clinic Cost Recoupment exceed the documented provable actual capital and overhead costs of Campus Clinic for such Campus Clinic Programs and District shall have the right at District's sole cost with written notice of fifteen (15) days to inspect such cost records and verify or correct Campus Clinic Cost Recoupment cost recovery data and figure.
- d. Campus Clinic Cost Recoupment costs subject to Program Funding ("Program Expenses") are the actual amounts paid by Campus Clinic for capital or overhead expenses incurred to create, market, educate regarding and operate Campus Clinic Programs and shall include but not be limited to:

- i. Software including District dashboards, patient registration forms, online portals, and result notifications;
 - ii. Educational materials and videos for the benefit of District, staff, and students;
 - iii. Costs paid to employees or contractors;
 - iv. Supplies, technology, and materials used in the Clinic itself or by personnel working directly with District; and
 - v. Any amounts not collected from public or private healthcare insurance plans that remain owing for Campus Clinic Provider services rendered for patients with an inability to pay and lack plan coverage for services or costs.
3. **Term.** The Term of this Agreement shall commence on the last date of signature below, and shall remain in effect until June 30, 2023, and shall automatically renew for successive one (1) year terms unless either Party terminates this Agreement by written notice received by the other Party sixty (60) days prior to the expiration of the then applicable Agreement. Nonetheless, Parties agree that full implementation of the program will require a planning and build out time period prior to which services from Campus Clinic Program will not be fully operational.
4. **Insurance.**
 - a. Throughout the Term of this Agreement, Campus Clinic shall – and shall cause any Clinical Services Provider to – procure and maintain, or cause to be maintained, professional liability insurance for itself and its personnel with liability limits of not less than \$1 million per occurrence and \$3 million in the annual aggregate. In the event of termination of this Agreement for any reason, this insurance obligation shall survive the termination or expiration of this Agreement and, if reasonably necessary, tail insurance shall be procured by Campus Clinic and the Clinical Services Provider.
 - b. In addition to this insurance, any Clinical Services Provider performing Clinical Services on District campuses shall obtain sexual abuse and molestation insurance coverage in the amount of \$1 million dollars per occurrence. Campus Clinic shall retain written proof of coverage and make available to District upon request.
5. **Indemnification.**
 - a. Campus Clinic shall indemnify, hold harmless and defend District and its trustees, officers, employees, agents, and contractors (“District Parties”) from and against all costs, expenses, losses, judgments, injuries and/or damage, including but not limited to reasonable attorneys’ fees (“Damages”) arising from or relating to a third party claim against one (1) or more District Parties based on the negligent act or omission or willful misconduct of Campus Clinic or its respective directors, officers, employees or contractors (the “Campus Clinic Parties”) in the performance of the activities under this Agreement, or Campus Clinic’s breach of this Agreement, except to the extent that Damages are caused by the acts or omissions of the District Parties.

- b. District shall indemnify, hold harmless and defend the Campus Clinic Parties and Clinical Service Providers from and against all Damages arising from or relating to a third party claim against one (1) or more Campus Clinic Parties based on the District Parties' negligent act or omission or willful misconduct in the performance of the activities under this Agreement, or the District's breach of this Agreement, except to the extent that Damages are caused by the acts or omissions of the Campus Clinic Parties. District further agrees to indemnify, hold harmless and defend the Campus Clinic Parties from and against all Damages arising out of a third party claim against one (1) or more Campus Clinic Parties to the extent based on any decision or action by one (1) or more District Parties in violation of applicable law in response to the Licensed Services (including, without limitation, any decisions or actions by one (1) or more District Parties that relate to education, opportunity, employment, promotion, discharge, working conditions, personnel benefits, other conditions of employment, and any education, labor or personnel laws and regulations) with respect to the District's students, teachers or staff, including the Care Recipients (except to the extent that Damages are caused by the acts or omissions of the Campus Clinic Parties).
- c. The Parties agree that the foregoing obligations set forth in this Section shall survive termination of this Agreement for any reason.

6. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES, OR LOST OR ANTICIPATED REVENUES OR PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, AND EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SAME. THE LIMITATIONS IN THIS SECTION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

7. Compliance with Laws.

- a. Each Party shall perform under this Agreement in accordance with all applicable state and federal laws and regulations, including with respect to the confidentiality of personal and protected health information ("PHI"), including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and, the Health Information Technology for Economic and Clinical Health Act ("HITECH"). It is understood and agreed that each Clinical Service Provider may be acting as a "Covered Entity" under HIPAA and obligated to perform their respective activities under this Agreement in compliance with the applicable requirements of HIPAA and other applicable state and federal laws and regulations governing the confidentiality of PHI. It is further agreed that any Party in receipt of certain data from Clinical Service Providers may be business associates, and the Parties will install such business associate agreements and otherwise comply with HIPAA as required.
- b. It is the intention of the Parties that this Agreement shall at all times be in compliance with all applicable laws, including without limitation the federal and state laws governing coverage, billing and payment for Clinical Services to school populations under applicable

federal, CHPD and California guidance, as recited above, by governmental health plans (including Medicare, Medi-Cal and HRSA) and private health plans. In the event of the enactment of any statute, regulation or other law or the judicial or administrative interpretation of any statute, regulation or law, including changes in federal, CHPD and California guidance affecting the coverage, billing and payment of Clinical Services (“Change of Law”) that causes (or is reasonably expected to cause) any of the terms or provisions of this Agreement to be out of compliance with applicable law in any material respect, the Parties shall attempt in good faith to amend this Agreement in a manner that preserves the underlying economics hereof to the greatest extent possible with as few modifications as possible to cause this Agreement to be in compliance with the Change of Law.

8. **Governing Law; Venue; Dispute Resolution.** The terms and provisions of this Agreement shall be governed by the laws of the State of California, without regard to any conflict of law provisions.
9. **Notices.** Any notices, requests and other communications under this Agreement shall be in writing and shall be deemed duly given if hand delivered or emailed or mailed first class, postage prepaid, certified mail, return receipt requested, addressed as set forth on the signature page below.
10. **Counterparts.** This Agreement may be executed in counterparts transmitted electronically or otherwise, each of which shall be deemed an original, but which together shall constitute one and the same instrument. Each Party agrees to be bound by its own electronically transmitted signature, and agrees that it accepts the electronically transmitted fsignature of the other Party hereto.
11. **Publicity.** Both Parties agree that they shall not, without prior written consent of the other Party, in each instance use in advertising, publicity, or otherwise, the name, trade name, trademark, trade device, or simulation thereof owned by a Party. The content and timing of any public announcement including, but not limited to, any press release regarding the arrangements outlined under this Agreement, shall require the mutual agreement of the Parties.
12. **Force Majeure.** The Parties shall be excused from performance thereunder during the time and to the extent that the Parties are prevented from obtaining, delivering, or performing under this Agreement by act of God, fire, strike, loss, pandemic, public health emergency, war, terrorism, shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by any governmental agency, when satisfactory evidence thereof is presented to the other Party so long as there is reasonably satisfactory evidence establishing that non-performance is not due to the fault or neglect of the Party not performing.
13. **Miscellaneous.** The relationship of the Parties hereto is that of independent contractors and no other. This Agreement contains the entire agreement between the Parties relating to the rights herein granted and obligations herein assumed, and supersedes any prior arrangement, understanding or communication between the Parties regarding the subject matter hereof, and there are no oral agreements existing between the Parties related to this transaction that are not expressly set forth herein. Any assignment, modification, alteration, revision, amendment, or extension of this Agreement shall be in writing and signed by authorized representatives of

each Party. A waiver by either of the Parties of any provision shall not waive any other provision or be construed as a waiver of any subsequent breach hereof. The invalidity or unenforceability of any term or provision hereof shall in no way affect the validity or enforceability of any other term or provision of this Agreement. No person or entity, except the Parties shall be beneficiaries of any kind of the terms to this Agreement. In addition to any specific references to survival in this Agreement, any terms and obligations that by their nature would be expected to survive the termination or expiration of this Agreement shall so survive.

[SIGNATURE PAGE FOLLOWS]

The Parties have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written below.

<p>Monrovia Unified School District</p> <p>Signature: _____</p> <p>Print Name: Ryan D. Smith, Ed.D.</p> <p>Title: Superintendent</p> <p>Date: July 27, 2022</p>	<p>Campus Clinic, LLC.</p> <p>Signature: _____</p> <p>Print Name: Thomas Shaffer</p> <p>Title: President</p> <p>Date: _____</p>
<p><u>Address for Notice:</u> Monrovia Unified School District 325 East Huntington Drive Monrovia, CA 91016</p> <p>Attention: Dr. Greg Francois, Deputy Superintendent</p> <p>gfrancois@monroviaschools.net</p>	<p><u>Address for Notice:</u> Campus Clinic, LLC. 1401 21st Street STE R Sacramento, CA 95811 Attention: Thomas Shaffer, President</p> <p>thomas@campusclinic.org</p>

EXHIBIT A
CAMPUS HEALTH CLINICS AND CLINICAL SERVICES

A. GENERAL GUIDELINES FOR ALL CLINICS AND CLINICAL SERVICES

1. Administration

- a. Campus Clinic, LLC, a Delaware limited liability company (the Lead Agency and referred to as “Campus Clinic”), has overall responsibility for the administration, operations and oversight of every group of Clinical Services Providers on a District campus (“Clinic”) it manages. Campus Clinic is the fiscal agent for the Clinic and employs the Clinic’s director/manager. However, Campus Clinic itself is not a Clinical Services Provider for any Clinic.
- b. Each Clinic has an identified staff person responsible for the Clinic’s overall management, quality of care, and coordination with school personnel.

2. Facilities

- a. Clinics, regardless of the service components offered, shall be housed in a facility, stationary or mobile, that is easily identifiable by students, families, and school staff. Each such Clinic facility includes at least one confidential treatment space appropriate to services provided, as well as an additional area for patient and family reception, enrollment, and triage. District shall provide this space to Campus Clinic during the term of the agreement and thereby grants a license to use this space for the Campus Clinic Program.
- b. Campus Clinic reserves the right to sub-license or sublease the space to its Clinical Service Providers under the Campus Clinic Program.

3. Staff

- a. Clinic staff have appropriate health credentials to practice, including active certification or current licensure, as appropriate to their position. Additionally, all Clinic staff shall maintain their licensure through appropriate professional standards.

4. Confidentiality and Privacy Protection

- a. Each Clinic shall ensure confidentiality in the sharing of medical information under state and federal laws including HIPAA, FERPA, and Minor Consent as defined by California law. Clinics annually inform (in writing) enrolled students and their parents/guardians of their rights and responsibilities regarding:
 - i. Confidentiality;
 - ii. Privacy;
 - iii. Safety and security;
 - iv. Informed consent;
 - v. Release of information;
 - vi. Financial responsibility; and
 - vii. Minor consent laws and sensitive services in California.

5. School Integration

- a. Clinical Services shall be developed based on local assessment of needs and resources, in conjunction with the independent medical judgment of Clinical Services Provider.

- b. Parents, students, school staff and community members shall be engaged in the development, oversight, and/or provision of Clinics.
- c. Each Clinic shall provide Clinical Services in alignment with district policies.
- d. Each Clinic shall either convene or participate in a District school-wide health and wellness collaborative (“Collaborative”). Each Collaborative shall include members from all Clinical Health Providers (District, Clinic, and community) of Clinical Services. Each Collaborative shall be based on a model substantially similar to CDC’s coordinated school health program to drive the integration of comprehensive school-based health programs. If a District school lacks a Collaborative, Clinic shall form and convene a Collaborative at least twice a year using a distributed/shared leadership model.
- e. Each Clinic shall develop policies/protocols to coordinate Clinical Services care, ensure continuity of Clinical Services care, and facilitate Clinical Services case management in partnership with the District school and other Clinical Services providers (to include the District school’s Student Success Team that may include such personnel as credentialed school nurses, health assistants, administrators, teachers, counselors, and support personnel.
- f. The process for referring students/families to a Clinic shall be mutually approved by the Parties and District school staff and administrators. The referral process facilitates access to care as opposed to relying on the student/family to initiate contact with the Clinic. Mechanisms for facilitating access may include: walking the student/family to the Clinic, assisting with scheduling an appointment, initiating contact from the Clinic by calling students out of class or calling families at home (while protecting student confidentiality).
- g. Each Clinic will coordinate with the District school’s nurse or health assistant (if applicable), including delineation of roles and responsibilities (especially for state-mandated health services in the absence of a school nurse), protocols defining permissions related to sharing of medical information (e.g. immunization records, serious medical conditions), procedures for service coordination, and reviewing progress and adjustments needed.

6. Prevention Programs

- a. Each Clinic shall have a role in District school-wide health education and outreach, school-based public health programs, youth development programs, and/or family support programs, as applicable. Activities may include: classroom presentations, table/presentation at school functions, lunch time activities, posters or displays on campus, presentations to school staff, participation in wellness policy councils or other health committees, and nutrition and fitness promotion programs. Each full-time Clinic will offer or participate in at least two District school health-promoting activities each year. Each part-time Clinic will offer or participate in at least one District school health-promoting activities each year.
- b. Clinics may have unlicensed staff, such as a CHES (certified health education specialist), trained in basic health promotion, public health, and/or community engagement principles that provide health education, youth development, and/or family support services.

7. Health Insurance Outreach and Enrollment

- a. All Clinics shall take steps to ascertain District student insurance coverage, health plan, and primary care providers (if applicable) with the goal of obtaining this information for all patients/clients seen at the Clinic. If applicable, Clinics shall facilitate District student enrollment in health insurance programs such as Medi-Cal, Healthy Families or other local coverage options.

8. Billing Capacity

- a. All Clinics shall bill CHPD, Medi-Cal, Healthy Families, health plans and/or other third party payers as appropriate based on the lead agency, community and services provided.

9. Access to Care

- a. *Fees.* Clinics shall serve all District students in the District school regardless of insurance status or ability to pay. No District student can be denied Clinical Services because of an inability to pay. Clinics may also serve District student siblings, parents or other community members and may develop policies regarding fees and accessibility of Clinical Services for such populations.
- b. *Hours.* Clinics are open during hours accessible to its target District population, and provisions shall be installed for the same Clinical Services to be delivered during times when the Clinic is not open. These provisions shall be posted, given to and/or explained to District Clinic patients/clients including at a minimum an answering service/machine message. Clinics shall have a written plan for after-hours and weekend Clinical Services care that are posted, given to, and/or explained to Clinic patients/clients.
- c. *Transportation.* If Clinic is not physically located on District school grounds, Clinic will facilitate transportation from the school to the Clinic or ensure a safe pedestrian corridor to/from the Clinic, if necessary. This mechanism will be publicized appropriately with Clinic patients/clients and families.
- d. *Non-discrimination.* District students shall not be denied access to Clinical Services based on race, color, national origin, religion, immigration status, sexual orientation, gender identity, disability, handicap, or gender.
- e. *Language.* Clinic will provide reasonable accommodation for language/translation services to non-English speaking and deaf District students.

10. Quality Improvement

- a. Clinics shall adhere to relevant standards of care adopted by national professional organizations, including, but not limited to: American Academy of Pediatrics, Society for Adolescent Medicine, and American Dental Association.
- b. Clinics shall gather feedback from both Clinic patients/clients and District school stakeholders through annual needs/resource assessments and age-appropriate Clinic patient/client satisfaction surveys as well as satisfaction surveys with District parents and school staff.
- c. Clinics shall have a process for reviewing patient/school feedback and adjusting practice as needed.

11. Advisory Committee

- a. Clinics shall maintain a local advisory committee that meets at least two (2) times per year. This meeting may include multiple Districts to improve efficiency. This Clinic advisory committee is not meant to usurp the authority of an existing FQHC advisory board and may function as a subcommittee or workgroup of a larger advisory board. The Clinic committee membership shall include at least two (2) representatives from the District school staff, parents, and students. The Clinic committee shall also include two (2) health care providers who do not directly work inside or physically at the Clinic (e.g., community-based primary care providers, hospitals, community clinics), public agencies (e.g., local health department, county office of education, probation, county mental health department), and local community-based organizations. The function of the Clinic committee is to:

- i. Provide input on District school or community issues related to District student health;
- ii. Make recommendations for the type of Clinical Services that the Clinic should start, continue, expand or discontinue;
- iii. Make recommendations for policies and procedures at the Clinic; and
- iv. Develop an annual summary of Clinic work and recommendations that will be made public (e.g. to school board, school leadership team).

12. Data Collection

- a. Subject to the requirements of applicable laws, certain data variables may be collected at each Clinic encounter or visit including, but not limited to:
 - i. Unique patient identifier (not name)
 - ii. Date of birth
 - iii. Gender
 - iv. Ethnicity/Race
 - v. Insurance status
 - vi. Date of visit
 - vii. Location of visit (site identification)
 - viii. Provider type
 - ix. CPT visit code(s) (as applicable)
 - x. Diagnostic code(s) (ICD-9 or 10)
 - xi. Selected risk factor status
 - xii. For managed care counties: Visit time units

B. GUIDELINES FOR CLINICS DELIVERING CLINICAL SERVICES

1. Clinical Services

Clinics may provide the following Clinical Services as applicable to each District school's target population:

- a. Well child or adolescent exams, consisting of a comprehensive health history, complete physical assessment, screening procedures, and age-appropriate anticipatory guidance
- b. Episodic acute care including diagnosis and treatment of illness and injury
- c. Immunizations
- d. Anxiety and Depression Screenings
- e. Basic laboratory tests including COVID-19 and other viral testing, urinalysis, and hemoglobin
- f. Follow-up and coordination of care for identified illnesses or conditions
- g. Assessment and education related to nutrition, fitness, and oral health (may be provided by nonclinical, unlicensed staff)

- h. Chronic disease management:
 - i. Assist primary care providers and school nurses in the day-to-day management of student chronic illness.
 - ii. Respond to emergency exacerbations of chronic illness with nebulized treatments for severe asthma, glucagon injections for severe hypoglycemia, and epipen administration for anaphylactic reactions.
- i. If serving an adolescent population, and approved by local school board:
 - i. Conduct psychosocial/risk assessment
 - ii. Offer pregnancy tests and counseling as appropriate
 - iii. Offer tests and treatment for sexually transmitted infections as clinically indicated
- j. Referrals for specialty care or other needed services not provided onsite
- k. Comprehensive health education/promotion outside of the clinical setting
- l. Nutrition services, such as nutrition counseling, healthy habits support, family education, healthy cooking/shopping classes
- m. Developmentally appropriate, culturally competent reproductive health care, including, but not limited to:
 - i. Contraceptive counseling and dispense or prescribe contraceptives and emergency contraception;
 - ii. Diagnosis and treatment for sexually transmitted infections (as above) plus HIV testing and counseling;
 - iii. Gynecological examinations and cancer screening if indicated; and
 - iv. Treatment or referral for prenatal and postpartum care

2. Licensing

- a. Clinics with a community health center or hospital serving as the medical services provider shall be licensed by the California Department of Public Health as an independent clinic, affiliate clinic, satellite clinic, or mobile van of the community health center or hospital. Separate District-run clinics may be waived from this licensing requirement by the state.
- b. District school medical service provider agencies, whether a community health center, hospital, or school district, shall be certified as CHPD and/or Medi-Cal providers.
- c. Stationary Clinic facilities shall be compliant with District school fire and safety clearance.
- d. Clinics shall be in compliance with OSHA rules regarding occupational exposure to blood borne pathogens.
- e. Clinics shall be, if applicable, in compliance with the Clinical Laboratory Improvement Amendments of 1988 (CLIA) regulations for the type of laboratory tests being performed on site.

3. Staff

- a. Clinics shall be staffed during all hours of Clinic operation by a certified nurse practitioner (FNP, PNP, or SNP), licensed physician, or a licensed physician assistant working under the supervision of a physician (either in person or virtually, in compliance with applicable laws). Clinic staff nurse practitioners shall be licensed RNs, and certified or eligible for certification

in California. Clinic staff physicians and staff physician assistants shall be licensed to practice in California.

- b. Clinics' licensed professional staff may work remotely via a telehealth system, with appropriate support staff on-site to facilitate the telehealth assessment or treatment.

4. Coordination with Primary Care Providers

- a. Clinics shall have procedures for communicating with the primary care providers ("PCP(s)") of the patients/clients for whom the Clinic is not serving as the PCP. These procedures shall promote continuity of care, facilitate provider collaboration, assure appropriate utilization of health resources, and ensure appropriate protection of confidentiality.
- b. When a Clinic patient/client's PCP and/or health plan are identified, the PCP and/or health plan shall be notified every time the patient/client receives a prescription for a new medication or adjustment of existing medication.
- c. At the clinician's discretion, the PCP and/or health plan may also be notified when the patient/member receives:
 - i. A well-child/adolescent examination;
 - ii. Immunizations;
 - iii. Diagnosis of an acute condition that requires follow-up; and/or
 - iv. Recurring episodes related to a chronic condition.

C. GUIDELINES FOR CLINICS DELIVERING BEHAVIORAL CLINICAL SERVICES

1. Services

If agreed upon by Parties in writing, or as mandated by applicable law, Clinics may provide the following Clinical Services behavioral clinic services, as applicable to each District school's target population:

- a. Age-appropriate, culturally competent screening and assessment to facilitate early identification of substance abuse, domestic/dating violence, and mental health disorders
- b. Education on mental health and substance abuse prevention/awareness
- c. Individual, family and/or group therapy/counseling provided by an appropriate staff person (see Staff section below)
- d. Crisis intervention/counseling
- e. Case management/client advocacy
- f. Referrals to a continuum of mental health services, including for medications, emergency psychiatric care, community support programs, substance abuse services, and inpatient and outpatient mental health programs
- g. Collateral contact such as consultation with school administrators, parents, teachers and students
- h. Home visits
- i. Alcohol, drug, and tobacco abuse education or cessation/treatment
- j. Family support services and referrals, such as counseling or parenting education
- k. Follow-up procedures for referrals

- l. School faculty education, such as in-service training, on mental health conditions' signs and symptoms
- m. School-wide mental health promotion, such as stress management or suicide prevention
- n. Violence prevention, education and intervention

2. Staff

- a. Clinics' behavioral health services shall be provided by:
 - i. A licensed mental health professional;
 - ii. A registered (though not yet licensed) mental health professional; or
 - iii. An unlicensed mental health intern or trainee under clinical supervision by a licensed mental health professional. Clinical supervision is provided as defined by the Board of Behavioral Science Examiners.
- b. While registered Clinic mental health professionals may receive clinical supervision from an off-site licensed supervisor, Clinic interns and trainees shall have on-site supervision of their services. These may include psychologists, social workers, psychiatrists, psychiatric/mental health nurses, and licensed professional counselors.
- c. Non-clinical services such as discussion groups, classroom education on mental health or substance abuse, non-clinical collateral contacts, or assistance with referral and follow-up may be provided by unlicensed, unregistered Clinic support staff who have received professional development in health education, youth development, or non-clinical support services.
- d. Some Clinic licensed professional staff may work remotely via a telehealth system, but there are appropriate support staff on-site to facilitate the telehealth assessment or treatment.

D. GUIDELINES FOR CLINICS DELIVERING ORAL CLINICAL SERVICES

1. Services

If agreed upon by Parties in writing, or as mandated by applicable law, Clinics may provide the following Clinical Services oral clinic services, as applicable to each District school's target population:

- a. Oral health screenings
- b. Fluoride varnish
- c. Sealants
- d. Dental cleanings
- e. Oral health education
- f. Referrals to local dental treatment and specialty services off-site
- g. Basic restorative services
- h. Follow-up procedures for referrals

2. Clinic Staff

- a. Clinical Services constituting oral care shall be provided by a licensed dentist and/or hygienist, depending on level of service.

- b. Some Clinical Services oral care licensed professional staff may work remotely via a telehealth system, with appropriate support staff on-site to facilitate the telehealth assessment or treatment.

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

10. 22/23-2001- PURCHASE ORDERS AND PAYMENT OF BILLS

RECOMMENDATION

The Board of Education is requested to ratify purchase orders in the amount of \$646,397.90, issued June 3, 2022, through July 14, 2022, and payments in the amount of \$8,781,401.41, issued June 10, 2022, through July 13, 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 2001\(b-e\) Purchase Order Rpts 7-27-22.pdf](#)

July 14, 2022

SUBMITTED FOR RATIFICATION: July 27, 2022

PRINTED: June 3, 2022 – July 14, 2022

Purchase Order: P22-1486 – P22-1596

Purchase orders printed out of sequence:

Change Orders: P22-0044, P22-0065, P22-0127, P22-0198, P22-0234, P22-0238, P22-0239, P22-0354, P22-0371, P22-0384, P22-0413, P22-0488, P22-0512, P22-0582, P22-0635, P22-0693, P22-0695, P22-0696, P22-0898, P22-1489, P22-0757, P22-0169, P22-0174, P22-0177, P22-1057, P22-0171, P22-0174, P22-0886

Purchase orders excluded from sequence:

Fund Summary

General Fund (01)	\$	378,347.92
Adult Education Fund (11)		3,016.20
Child Development Fund (12)		1,212.36
Cafeteria Fund (13)		<u>263,821.42</u>
Total.....	\$	<u>646,397.90</u>

RECOMMENDED: July 27, 2022

Board Report Worksheet
July 27, 2022

<u>Fund</u>		<u>PO</u>	<u>CHANGE</u>	<u>OLD</u>	<u>NEW</u>
Fund 01					
173,549.38		P22-0044	20,000.00	65,000.00	85,000.00
		P22-0065	30,000.00	300,000.00	330,000.00
		P22-0127	6,745.00	23,000.00	29,745.00
		P22-0198	3,873.57	120,000.00	123,873.57
		P22-0234	4,552.50	120,000.00	124,552.50
		P22-0238	5,000.00	3,000.00	8,000.00
		P22-0239	700.00	800.00	1,500.00
		P22-0354	4,500.00	5,000.00	9,500.00
		P22-0371	100.00	600.00	700.00
		P22-0384	1,165.00	800.00	1,965.00
		P22-0413	370.00	387.00	754.00
		P22-0488	600.00	4,500.00	5,100.00
		P22-0512	4,051.22	32,908.80	36,960.02
		P22-0582	826.25	92,700.00	93,526.25
		P22-0635	15,000.00	33,175.00	48,175.00
		P22-0693	1,165.00	7,700.00	8,865.00
		P22-0695	100,000.00	175,000.00	275,000.00
		P22-0696	3,700.00	50,000.00	53,700.00
		P22-0898	450.00	6,975.00	7,425.00
		P22-1489	2,000.00	2,000.00	4,000.00
	378,347.92	Total	204,798.54		
Fund 11		<u>PO</u>	<u>CHANGE</u>	<u>OLD</u>	<u>NEW</u>
2,483.45					
		P22-0757	532.75	1,138.95	1,671.70
	3,016.20	Total	532.75		
Fund 12		<u>PO</u>	<u>CHANGE</u>	<u>OLD</u>	<u>NEW</u>
1,212.36					
	1,212.36	Total			
Fund 13		<u>PO</u>	<u>CHANGE</u>	<u>OLD</u>	<u>NEW</u>
42,997.69					
		P22-0169	5,000.00	40,000.00	45,000.00
		P22-0174	30,000.00	200,000.00	230,000.00
		P22-0177	150,000.00	800,000.00	950,000.00
		P22-1057	5,000.00	45,000.00	50,000.00
		P22-0171	6,698.31	1,000.00	7,698.31
		P22-0174	9,450.42	230,000.00	239,450.42
		P22-0886	14,675.00	168,132.50	182,807.50
	263,821.42	Total	220,823.73		
Fund		<u>PO</u>	<u>CHANGE</u>	<u>OLD</u>	<u>NEW</u>
	0.00	Total			

Board Report Worksheet
July 27, 2022

Fund		<u>PO</u>	<u>CHANGE</u>	<u>OLD</u>	<u>NEW</u>
		Total			
	220,242.88		426,155.02	Total of change notice amount	
		646,397.90	220,242.88	Total of all funds per Escape report	
			646,397.90	Actual funds spent during the period	

Includes Purchase Orders dated 06/03/2022 - 07/14/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P22-1486	Parent Square Inc	0022	ParentSquare Communication Software	01-5841	21,104.00
P22-1487	AMAZON.COM	0005	DVD-rs for Cinderella Performance	01-4390	19.34
P22-1488	HOME DEPOT	0015	Workability Program	01-4310	317.51
P22-1489	Office Depot, LLC	0015	OPEN PO for Supplies for Workability Program	01-4310	4,000.00
P22-1490	Office Depot, LLC	0015	OPEN PO Supplies for TPP Program	01-4310	4,000.00
P22-1491	Absolute International Security	0008	Security for MHS Graduation 2022	01-5819	1,938.00
P22-1492	AMAZON.COM	0015	Supplies for Workability Program	01-4310	4,863.87
P22-1493	AMAZON.COM	0015	Supplies for TPP Program	01-4310	1,027.88
P22-1494	Allied Multinational Security	0008	Security Loss Prevention for MHS Grad Setup	01-5819	550.00
P22-1495	Stubbies Promotions Inc.	0002	Donation Acct. - Renaissance T-Shirts	01-4310	481.44
P22-1496	GUITAR CENTER	0002	Donations Acct. - Keyboard	01-4310	352.79
P22-1497	LAGUNA CLAY	0002	TELA Art Supplies	01-4310	305.89
P22-1498	AMAZON.COM	0002	TELA Art Supplies	01-4310	544.48
P22-1499	AMAZON.COM	0002	Donation Acct. - Medals for Mayflower's Own MEO	01-4310	114.57
P22-1500	MICHELE COSTARELLA	0002	Petty Cash Replenishment for Michele Costarella	01-4310	294.87
P22-1501	AMAZON.COM	0014	SS Supplies for Nancy Bravo DI Spanish	01-4310	445.19
P22-1502	RANDY MEDINA (CLIFT	0005	Reimbursement for Props & Supplies - Arts Program	01-4390	490.10
P22-1503	KNOTT'S BERRY FARM ATTN: TICKE T SALES ACCOUNTING	0003	5th Grade Trip -Petty cash to be issued	01-5881	4,872.00
P22-1504	Office Depot, LLC	0005	Art Supplies (using PLP funds)	01-4310	6,000.00
P22-1505	AMAZON.COM	0014	TUPE-MHS Material Specific to FNL	01-4310	2,020.63
P22-1506	LAKESHORE LEARNING MATERIALS	0002	TELA Art Supplies	01-4310	194.70
P22-1507	MARIA ORNELAS	0030	fingerprints	01-5860	74.00
P22-1508	LOS ANGELES COUNTY TAX COLLECT	0046	Public Health License Permit Fee for MHS pool	01-5890	1,020.00
P22-1509	Amy Martinez	0165	Reimbursement - classified staff appreciation week	12-4390	521.91
P22-1510	Food Exploration and Discovery	0004	Food Ed Proposal - PL	01-5850	11,610.00
P22-1511	JOSTEN'S, INC REMIT TO	0010	Diplomas and Certificates - late order	11-4390	32.81
P22-1512	Peterson's Nelnet, LLC	0010	Medical Terminology by Body System	11-5841	1,421.96
P22-1513	SUSANA REVELES	0004	COTSEN GRANT Reimbursement	01-4310	750.00
P22-1514	HDTV Supply Inc	0022	Board and 21st Century Classroom equipment	01-4340	804.38
P22-1515	AMAZON.COM	0165	Kitchen Donation Foothill CU	01-4390	1,000.44
P22-1516	OFFICE DEPOT	0014	TUPE-SantaFe Supplies Specific to Stanford Tobacco	12-4390	562.75
				01-4390	327.14

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

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Includes Purchase Orders dated 06/03/2022 - 07/14/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P22-1517	OFFICE DEPOT	0014	TUPE-Clifton Materials Specific for Club Live	01-4310	1,593.33
P22-1518	Office Depot, LLC	0014	TUPE-COHS Supplies Specific to Stanford Tobacco	01-4390	648.48
P22-1519	Office Depot, LLC	0014	TUPE-Office Supplies	01-4390	220.38
P22-1520	B & H	0022	Equipment for Boardroom	01-4390	17.22
P22-1521	Nancy Gonzalez	0005	Reimbursement for pins / camera club (donations)	01-4390	29.96
P22-1522	AMAZON.COM	0014	CTE- MHS Student Certificates	01-4310	35.25
P22-1523	ASBURY ENVIRONMENTAL SERVICE	0014	CTE-MHS auto yearly hazardous fluid pick up	01-5890	95.00
P22-1524	AMAZON.COM	0014	Perkins-MHS Sport Medicine Supplies	01-4310	597.00
P22-1525	AMAZON.COM	0014	TUPE-Clifton Material Specific to Club Live	01-4310	1,317.94
P22-1526	AMAZON.COM	0014	Perkins-MHS Graphic Design Supplies	01-4310	1,895.53
				01-4440	1,322.89
P22-1527	AMAZON.COM	0014	Perkins-MHS Video Production Supplies	01-4310	3,509.28
P22-1528	HOME DEPOT	0004	Custodial Supplies - PL	01-4370	145.13
P22-1529	Office Depot, LLC	0015	Toner for Student Support Services Printer	01-4350	166.68
P22-1530	ALMANSOR EDUCATION CTR	0015	Basic Education for Sp Ed Student	01-5810	7,049.53
				01-5850	827.53
P22-1531	Beach Cities Learning LLC	0015	Educational Services for Sp Ed Student	01-5810	5,457.54
				01-5812	2,088.90
				01-5850	245.00
P22-1532	Blackwater Security	0007	Security for Sante Fe	01-5819	3,240.00
P22-1533	Ink Spots N Dots	0015	Workability Newsletter Printing	01-5891	4,885.63
P22-1534	Ink Spots N Dots	0015	Workability Newsletter Typesetting and Design	01-5891	3,969.00
P22-1535	REVOLVING CASH FUND - CELC	0165	Petty cash	12-4310	127.70
P22-1536	CLAUDIA GRANGER	0030	Panel interviews and CEY	01-4390	661.16
P22-1537	REVOLVING CASH FUND - BRAD.	0001	Receipt return	01-4390	310.35
P22-1538	SIR SPEEDY	0010	Commencement Program	11-5891	562.28
P22-1539	GOPHER	0008	PE Per Ms. Chicca	01-4310	1,146.50
P22-1540	ADA BADMINTON & TENNIS	0008	PE Per Ms. Chicca	01-4310	299.45
P22-1541	DON PUNGPRECHAWAT	0022	05/2022 Mileage for Don	01-5250	48.56
P22-1542	Northstar AV	0022	Projector Lamps - replacement lamps	01-4390	1,683.64
P22-1543	FEDEX	0022	Postage for RMA return (B&H)	01-5930	20.44
P22-1544	SHAFFER AWARDS	0012	Plaque for Student Board Members	01-4390	118.96
P22-1545	IMPRINTABILITY JENNIFER STONE	0012	MUSD Banner for Events	01-4390	192.94

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 6

Includes Purchase Orders dated 06/03/2022 - 07/14/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P22-1546	SHAFFER AWARDS	0012	ID Badge for Board and Cabinet	01-4390	70.34
P22-1547	CITY OF MONROVIA	0012	Monrovia Days Sponsorship	01-5890	10,000.00
P22-1548	ROTARY CLUB OF MONROVIA	0012	Membership and Meal Charges: Dr. Ryan Smith	01-4390	140.00
				01-5310	68.00
P22-1549	Monrovia Rotary Foundation	0012	Monrovia Rotary Foundation c/o Dr. Smith	01-5310	25.00
P22-1550	Stubbies Promotions Inc.	0005	Banner	01-4390	192.94
P22-1551	AMAZON.COM	0007	Backpack Vacuum Cleaner for Custodial	01-4470	532.71
P22-1552	REVOLVING CASH FUND - BUS. SVC	0007	Petty Cash Reimbursement - Santa Fe	01-4310	300.00
P22-1553	REVOLVING CASH FUND - BUS. SVC	0007	Petty Cash Reimbursement - Santa Fe	01-4310	66.24
P22-1554	ROY'S FORKLIFT SERVICE LLC	0050	Forklift Service - Warehouse	01-5630	466.81
P22-1555	D PRINTING	0008	Graduation Banners (see attachment)	01-4390	3,434.54
P22-1556	D PRINTING	0008	Graduation Programs and tickets (see attachment)	01-5891	4,047.38
P22-1557	ELITE SCHOOL TRANSIT	0047	Clifton field trip - Knotts Berry Farm	01-5812	2,142.00
P22-1558	REVOLVING CASH FUND- MAYFLOWER	0002	FINAL - Mayflower Petty Cash 21/22	01-4310	113.76
				01-4390	181.26
P22-1559	REVOLVING CASH FUND - BUS. SVC	0005	Petty cash reimbursement, 2021-22	01-4310	414.26
P22-1560	Paige Ramos	0005	Request for reimbursement	01-4310	7.70
P22-1561	REVOLVING CASH FUND - BUS. SVC	0004	Petty Cash Reimbursement for Dr. Greg Gero	01-4310	178.41
				01-4390	79.47
				01-5881	202.00
P22-1562	ARMSTRONG GARDENS	0046	Grounds Supplies	01-4380	110.25
P22-1563	LAKESHORE LEARNING MATERIALS	0004	Lakeshore materials for library	01-4210	971.08
P22-1564	SCHOLASTIC INC.	0004	Scholastic materials for the classrooms	01-4310	1,448.32
P22-1565	SCHOLASTIC INC.	0004	Materials for Classrooms	01-4210	455.44
P22-1566	SCHOLASTIC INC.	0004	RSP Classroom Order	01-4310	622.84
P22-1567	SCHOLASTIC INC.	0004	Intervention Book Collection Quote	01-4310	493.46
P22-1568	AMAZON.COM	0004	Materials for Classrooms	01-4310	713.06
P22-1569	AMAZON.COM	0008	Science Dept Materials	01-4310	3,527.12
P22-1570	CDW-G COMPUTER CTRS, INC.	0022	TV Stands	01-4310	4,339.13
P22-1571	SC FUELS	0052	Fuel for Refrigerated/Freezer at MHS (for Food)	13-4390	6,000.00
P22-1572	Savory Life, LLC	0052	Savory Life Sandwiches for all Cafes - Student Meals	13-4710	14,910.56

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 3 of 6

Includes Purchase Orders dated 06/03/2022 - 07/14/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount	
P22-1573	SYSCO CORPORATION LOS ANGELES	0052	Sysco Foods for Student Meals	13-4710	12,000.00	
P22-1574	ALEXANDRA PELAYO	0052	Reimbursement for Retirement Clock & Plaque	13-4390	89.13	
P22-1575	IMPRINTABILITY JENNIFER STONE	0030	Business cards for G.Puccia	01-4390	38.59	
P22-1576	ALENA OHRT	0040	Mileage for FY 21-22 for Deposits	01-5250	33.95	
P22-1577	REVOLVING CASH FUND - BUS. SVC	0006	Clifton 2021-22 Petty Cash	01-4310	175.87	
				01-4370	119.67	
P22-1578	REVOLVING CASH FUND - BUS. SVC	0025	Petty Cash- Village	01-4310	300.00	
P22-1579	PINPOINT INDUSTRIES	0008	Music/Choir	01-4310	554.67	
P22-1580	SHAFFER AWARDS	0012	Black Brass Badges - T. Gholar & J. Anderson	01-4390	35.17	
P22-1581	SHAFFER AWARDS	0012	Brass Name Badges for Principals & Superintendent	01-4390	158.26	
P22-1582	IMPRINTABILITY JENNIFER STONE	0014	Elementary and Secondary Business Cards	01-4390	99.23	
P22-1583	REVOLVING CASH FUND - BUS. SVC	0014	Petty Cash 2021-22	01-4390	391.67	
P22-1584	CENGAGE THOMSON LEARNING	0014	Adopted Textbooks - Human Geography	01-4110	14,238.79	
P22-1585	REVOLVING CASH FUND - BUS. SVC	0012	Petty Cash Reimburement 2021-22	01-4390	279.74	
P22-1586	BERNIER REFRIGERATION	0052	Payment for Bernier Refrigeration	13-5630	9,998.00	
P22-1587	CITY OF MONROVIA	0040	Police False Alarms - BR	01-5819	1,100.00	
P22-1588	HOME DEPOT	0040	Appliances for the Life Skills Class - Workability	01-4410	5,000.00	
P22-1589	JOSTEN'S, INC REMIT TO	0010	Diplomas and Certificates	11-4390	11.66	
P22-1590	REVOLVING CASH FUND - BUS. SVC	0010	Petty Cash	11-4310	152.15	
				11-4350	77.64	
				11-4390	103.95	
				11-5630	69.37	
				11-5920	51.63	
P22-1591	REVOLVING CASH FUND - BUS. SVC	0040	Petty Cash Expenditure - Business Services	01-4390	236.20	
P22-1592	REVOLVING CASH FUND - BUS. SVC	0008	Petty Cash - MHS	01-4350	500.00	
P22-1593	WORKSHOP, THE	0008	Drama - Musical Production Supplies	01-4310	917.28	
P22-1594	Monoprice, Inc.	0022	Patch Cables for Classroom TV's	01-4390	215.21	
P22-1595	DON PUNGPRECHAWAT	0022	06/2022 Mileage for Don	01-5250	49.14	
P22-1596	REVOLVING CASH FUND - BUS. SVC	0003	Petty Cash Receipts	01-4390	400.00	
Total Number of POs				111	Total	220,242.88

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 06/03/2022 - 07/14/2022

Fund Recap

Fund	Description	PO Count	Amount
01	General Fund	98	173,549.38
11	Adult Education Fund	5	2,483.45
12	Child Development Fund	3	1,212.36
13	Cafeteria Fund	5	42,997.69
		Total	220,242.88

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 06/03/2022 - 07/14/2022

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P22-0127	29,745.00	01-5850	General Fund/Const/Ind Contractors(NonEmp)	23,000.00-
P22-0198	123,873.57	01-5950	General Fund/Telephone Service	120,000.00-
P22-0238	8,000.00	01-5850	General Fund/Const/Ind Contractors(NonEmp)	3,000.00-
P22-0239	1,500.00	01-5812	General Fund/Pupil Transportation Contract	800.00-
P22-0371	700.00	01-4350	General Fund/Office Supplies	100.00
P22-0384	1,965.00	01-4350	General Fund/Office Supplies	1,165.00
P22-0413	754.00	01-4390	General Fund/Other Supplies	370.00
P22-0512	36,960.02	01-5912	General Fund/Cellular Phone Services	32,908.80-
P22-0582	93,526.25	01-5850	General Fund/Const/Ind Contractors(NonEmp)	92,700.00-
P22-0635	48,175.00	01-5850	General Fund/Const/Ind Contractors(NonEmp)	33,175.00-
P22-0693	8,865.00	01-5810	General Fund/Contracted Services	7,700.00-
P22-0757	1,671.70	11-4310	Adult Education Fund/Materials and Supplies	532.75
P22-0934	8,061.68	13-4490	Cafeteria Fund/Other Equipment <500 > 5k	4,030.84-
P22-1057	50,000.00	13-4710	Cafeteria Fund/Food	45,000.00-
			Total PO Changes	360,146.89-

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 6 of 6

**RATIFICATION OF WARRANTS
RECOMMENDED FOR BOARD APPROVAL
July 27, 2022**

ACCOUNTS PAYABLE:

DATE ISSUED June 10,2022 through July 13, 2022

Batch Numbers:	0462-0489	\$	2,225,617.43
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PAYROLL:

FOR THE MONTH OF: June, 2022

Certificated Salaries and Wages	\$	2,856,984.74	
Classified Salaries and Wages	\$	883,153.75	
CalSTRS and CalPERS Contributions	\$	651,933.42	
Health & Welfare Contributions	\$	629,679.22	
Employer Payroll Taxes	\$	131,566.76	
Total Salary and Benefit:		\$	5,153,317.89

RETROACTIVE PAY FOR JULY, 2021 THROUGH APRIL, 2022:

Certificated Salaries and Wages	\$	796,972.82	
Classified Salaries and Wages	\$	354,771.37	
CalSTRS and CalPERS Contributions	\$	204,774.51	
Health & Welfare Contributions	\$	-	
Employer Payroll Taxes	\$	45,947.39	
Total Salary and Benefit:		\$	1,402,466.09

PAYROLL TOTAL with RETRO	\$	6,555,783.98
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TOTAL DISTRICT ACCOUNTS:	\$	8,781,401.41
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Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

11. 22/23-2002 - DISTRICT CASH RECEIPTS

RECOMMENDATION

The Board of Education is requested to receive District cash receipts; Deposit Report No. 43 through No. 46, deposited June 13, 2022, through June 30, 2022, for a total amount of \$1,041,166.82.

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 #43-#46 is attached.

ATTACHMENTS

- [BA Item 2002\(b-e\) Deposit Reports #43-#46 7-22-22.pdf](#)

DEPOSIT REPORT

6/13/2022

DEP #43

ACCOUNT	AMOUNT	
01.0-00000.0-00000-00000-8650-6020022	\$ 5,831.51	Leases & Rentals/Tech
01.0-00000.0-00000-00000-8699-0000000	3,993.17	Other Local Income
01.0-00000.0-00000-82000-8650-6010040	562.00	Leases & Rentals/Utilities
01.0-00000.0-00000-82100-8650-6010040	2,100.00	Leases & Rentals/Labor
01.0-07230.0-00000-36000-5890-6040049	345.00	Abate/Reimb./Other Services
01.0-34100.0-00000-00000-8699-0000000	1,666.52	Workability II
01.0-56400.0-00000-00000-8290-0000000	3,395.22	Medi Cal
01.0-63870.0-00000-00000-86590-0000000	139,704.73	CTE Incentive Grant
01.0-90121.0-00000-00000-8699-0000000	1,077.60	Donations/Music Program
01.0-90124.0-00000-00000-8699-2050000	2,360.00	Donations/Arts/Wild Rose
01.0-90210.0-00000-00000-8650-4080000	275.40	Leases & Rentals
01.0-90210.0-00000-00000-8650-6000000	2,478.60	Leases & Rentals
01.0-90221.0-00000-82100-8650-4080000	126.50	LKT PAC Rental/MHS
01.0-90221.0-17030-00000-8650-4080000	126.50	LKT PAC Rental/MHS
01.0-90501.0-00000-00000-8689-0000000	19,238.80	Village Program/Parent Contributions
01.0-90801.0-00000-00000-8689-0000000	2,200.00	Pupil Transportation
Subtotal	<u>185,481.55</u>	General Fund
13.0-53100.0-00000-37000-8520-0000000	30,158.60	State Reimbursement/SNP
13.0-53100.0-00000-37000-8634-0000000	1,247.84	Food Service Sales
Subtotal	<u>31,406.44</u>	Food Services Fund
25.0-95500.0-00000-00000-8681-0000000	18,061.44	Developer Fees
Subtotal	<u>18,061.44</u>	Capital Facilities Fund
63.0-90221.0-00000-00000-8650-6000028	2,277.00	LKT PAC Rental
63.0-90221.0-00000-60003-8650-6000028	2,112.00	LKT PAC Rental/Labor
Subtotal	<u>4,389.00</u>	Enterprise Fund
76.0-00000.0-00000-00000-9570-0000000	20,482.56	Retirees Health Insurance
Subtotal	<u>20,482.56</u>	Payroll Clearance Fund
Total	<u><u>\$ 259,820.99</u></u>	

DEPOSIT REPORT

6/21/2022

DEP #44

ACCOUNT	AMOUNT	
01.0-00000.0-00000-00000-8699-0000000	\$ 3,462.93	Other Local Income
01.0-00000.0-00000-71100-3412-6010016	415.29	Abate/Reimb./H&W
01.0-00000.0-00000-82000-8650-6010040	406.25	Leases & Rentals/Utilities
01.0-56400.0-00000-00000-8290-0000000	433.61	Medi Cal
01.0-81500.0-00000-81100-5630-4080000	63,700.00	Abate/Reimb./Repairs
01.0-90109.0-00000-00000-8699-2040000	310.00	Donations
01.0-90121.0-00000-00000-8699-0000000	2,883.00	Donations/Music Program
01.0-90210.0-00000-00000-8650-3060000	136.00	Leases & Rentals
01.0-90210.0-00000-00000-8650-6000000	1,224.00	Leases & Rentals
01.0-90221.0-00000-82100-8650-4080000	430.85	LKT PAC Rental/MHS
01.0-90221.0-17030-00000-8650-4080000	430.85	LKT PAC Rental/MHS
01.0-90305.0-00000-00000-8699-2030000	106.00	Materials Contribution/Monroe
01.0-90501.0-00000-00000-8689-0000000	1,563.00	Village Program/Parent Contributions
01.0-90610.0-00000-00000-8699-0000000	1,500.00	TEAL
01.0-90801.0-00000-00000-8689-0000000	1,400.00	Pupil Transportation
01.0-93100.0-00000-00000-8699-2030000	4,872.00	Donations/Monroe
Subtotal	<u>83,273.78</u>	General Fund
13.0-53100.0-00000-37000-4710-6010052	163.02	Abate/Reimb./Food
13.0-53100.0-00000-37000-8220-0000000	337,466.82	Federal Reimbursement/SNP
13.0-53100.0-00000-37000-8520-0000000	22,441.44	State Reimbursement/SNP
13.0-53100.0-00000-37000-8634-0000000	964.00	Food Service Sales
13.0-53201.0-00000-37000-8220-0000000	140,680.32	Federal Reimbursement/CACFP
Subtotal	<u>501,715.60</u>	Food Services Fund
25.0-95500.0-00000-00000-8681-0000000	7,304.80	Developer Fees
Subtotal	<u>7,304.80</u>	Capital Facilities Fund
63.0-90221.0-00000-00000-8650-6000028	7,755.30	LKT PAC Rental
63.0-90221.0-00000-60003-8650-6000028	4,593.00	LKT PAC Rental/Labor
Subtotal	<u>12,348.30</u>	Enterprise Fund
76.0-00000.0-00000-00000-9570-0000000	326.24	Retirees Health Insurance
Subtotal	<u>326.24</u>	Payroll Clearance Fund
Total	<u><u>\$ 604,968.72</u></u>	

DEPOSIT REPORT

6/27/2022

DEP #45

ACCOUNT	AMOUNT	
11.0-63910.0-00000-00000-8590-0000000	<u>\$ 117,721.08</u>	Adult Education Block Grant
Total	<u><u>\$ 117,721.08</u></u>	Adult Education Fund

DEPOSIT REPORT

6/30/2022

DEP #46

ACCOUNT	AMOUNT	
01.0-00000.0-00000-00000-8699-0000000	\$ 20,786.97	Other Local Income
01.0-00000.0-00000-72000-5882-6000000	(190.88)	Bank fees
01.0-00000.0-00000-82000-8650-6010040	312.50	Leases & Rentals/Utilities
01.0-34100.0-00000-00000-8699-0000000	49.50	Workability II
01.0-56400.0-00000-00000-8290-0000000	2,835.18	Medi Cal
01.0-90109.0-00000-00000-8699-2040000	3,605.00	Donations
01.0-90121.0-00000-00000-8699-0000000	14.51	Donations/Music Program
01.0-90210.0-00000-00000-8650-3060000	153.00	Leases & Rentals
01.0-90210.0-00000-00000-8650-6000000	1,377.00	Leases & Rentals
01.0-90305.0-00000-00000-8699-3060000	150.00	Materials Contribution/Clifton
01.0-90305.0-00000-00000-8699-3070000	649.00	Materials Contribution/Santa Fe
01.0-90501.0-00000-00000-8689-0000000	5,202.92	Village Program/Parent Contributions
Subtotal	<u>34,944.70</u>	General Fund
12.0-61050.0-00000-00000-8590-0000000	5,443.00	CSPP
Subtotal	<u>5,443.00</u>	Child Development Fund
25.0-95500.0-00000-00000-8681-0000000	2,942.16	Developer Fees
Subtotal	<u>2,942.16</u>	Capital Facilities Fund
63.0-90123.0-00000-00000-8699-0000000	14,885.08	LKT PAC Donations
Subtotal	<u>14,885.08</u>	Enterprise Fund
76.0-00000.0-00000-00000-9517-0000000	300.00	Voluntary Deductions
76.0-00000.0-00000-00000-9570-0000000	141.09	Retirees Health Insurance
Subtotal	<u>441.09</u>	Payroll Clearance Fund
Total	<u>\$ 58,656.03</u>	

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

12. 22/23-2003 - 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 2003\(b\) Budgetary Transfers 7-27-22.pdf](#)

**FISCAL SERVICES DEPARTMENT
Fiscal Year 2022 - 2023**

Board Report:
Budget Revision

Board Meeting Date:
7/27/2022

GENERAL FUND #01.0

BUDGET REVISION

<u>DESCRIPTION</u>	<u>AMOUNT BUDGETED</u>	<u>TOTAL ALLOCATION</u>	<u>RATIONALE</u>
RESTRICTED FEDERAL RESOURCES			
# 31820.0 - CSI SCHOOL IMPROVEMENT FUND			
DISTRICTWIDE			
Certificated Salaries	\$18,624.00		
Employees' Benefits	\$4,090.00		
Other Outgo	<u>\$1,653.00</u>	\$24,367.00	2021-22 Budget Allocation
# 32120.0 - ESSER II (CRRSA)			
Certificated Salaries	(\$3,392.00)		
Employees' Benefits	(\$9.00)		
Books and Supplies	\$137,298.00		
Services/Other Operations	(\$22,146.00)		
Other Outgo	<u>\$886.00</u>	\$112,637.00	2021-22 Budget Allocation
Total Restricted Federal Resources	<u>\$137,004.00</u>	<u>\$137,004.00</u>	
RESTRICTED STATE RESOURCES			
# 65360.0 - SPECIAL ED DISPUTE PREV & RES			
Classified Salaries	\$1,539.00		
Employees' Benefits	\$156.00	\$1,695.00	2021-22 Budget Allocation
Services/Other Operations			
# 74250.0 - EXPANDED LEARNING GRANT (ELO)			
Certificated Salaries	(\$22,810.00)		
Classified Salaries	\$137,321.00		
Employees' Benefits	\$80,517.00		
Books and Supplies	\$142,062.00		
Services/Other Operations	<u>(\$337,799.00)</u>	<u>(\$709.00)</u>	2021-22 Budget Allocation
Total Restricted State Resources	<u>\$986.00</u>	<u>\$986.00</u>	
TOTAL BUDGET REVISION	<u><u>\$137,990.00</u></u>	<u><u>\$137,990.00</u></u>	

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

13. 22/23-2005 - PROFESSIONAL SERVICE AGREEMENTS

RECOMMENDATION

The Board of Education is requested to approve the Professional Service Agreements Report #1 for the Monrovia Unified School District 2022-23 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

- [Professional Service Agmts #1- 072722.pdf](#)

Monrovia Unified School District
Professional Service Agreements #1

Agenda Item # 22/23-2005
July 27, 2022

Name/ Company	Services	Amount	Site	Effective Dates	Funding
Center for Vision Development	Vision Therapy Services	\$7,700.00	Special Education	07/01/22 – 06/30/23	SPED Funds
Mindgarden Diana Neskovska	Assistive Technology/Alternative Aug. Communication Assessments	\$1,500 each	Special Education	07/01/22 – 06/30/23	SPED Funds
Joe Ferrante Music Academy	Music Instruction/Fine Arts Elective	\$1,512.00	Special Education	07/01/22 – 06/30/23	SPED Funds
Positive Behavior Steps	BCBA/RBT Services for student	\$44,000.00	Special Education	07/01/22 – 06/30/23	SPED Funds
Mindspring Education	One to one academic instruction	\$46,200.00	Special Education	07/01/22 – 06/30/23	SPED Funds
Omni Psychology	Counseling/Social Skills Training	\$9,450.00	Special Education	07/01/22 – 06/30/23	SPED Funds

Monrovia Unified School District
Professional Service Agreements #1

Agenda Item # 22/23-2005
July 27, 2022

Name/ Company	Services	Amount	Site	Effective Dates	Funding
Arcadia Audiometrics	Hearing Screening Services	\$5,900.00	Special Education	07/01/22 – 06/30/23	SPED Funds
Wayne W. Hoeft, O.D.	Vision Screening Services	\$9,100.00	Special Education	07/01/22 – 06/30/23	SPED Funds
Creative World Art Center	To provide art lessons to Plymouth TK-3 and SDC students equaling 72 art classes taught by the Creative World team	\$14,731	Plymouth ES	09/01/22 – 06/30/23	Promising Learners Project (PLP) Visual Art Funds
Restorative Focus LLC	To provide a Circle Process for parents and cheer program team members to mend relationships, discuss recent changes to the cheer program, and unite the program participants.	\$875	MHS	07/27/22- 06/30/23	Supplemental & Concentration

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

14. 22/23-2006 - PURCHASE AGREEMENTS WITH GOLD STAR FOODS

RECOMMENDATION

The Board of Education is requested to approve two (2) purchase agreements with Gold Star Foods to provide produce and fresh bread, frozen, refrigerated, processed commodities, and/or commercial dry foods for our student nutrition program.

Rationale:

Approval of this agreement will allow the Food Services department to purchase food products from Gold Star Foods to provide healthy meals to our students.

Background:

Gold Star Foods has been the District's fresh bread, frozen, refrigerated, processed commodities, and/or commercial dry foods/grocery provider since the 2011-2012 school year. The company provides great customer service and high quality products with comparable prices. The District would like to continue to use this vendor for the 2022-23 school year. The District uses a piggyback contract from Oxnard Union High School District and the Garden Grove Unified School District respectively.

Budget Implication (\$ Amount):

The Food Service Department purchased approximately \$927,471 worth of goods from Gold Star Food during the 2021-22 school year, and anticipates 2022-23 budget needs will be \$1,000,000.

Legal References:

Education Code 42647 states that the Board of Education shall approve all purchase and payment.

Additional Information:

Copies of the agreements are attached.

ATTACHMENTS

- [Gold Star Foods Agmt. \(Frozen, Ref., Processed Commodity, Dry Foods, and Distribution\) SY 22-23.pdf](#)
- [Gold Star Food Agmt. \(Produce\) SY 22-23.pdf](#)



GOLD STAR FOODS

June 22, 2022

Monrovia Unified School District
325 East Huntington Drive
Monrovia, CA 91016

Re: Extension Offer RFP: 2011 Frozen, Refrigerated, Processed Commodity, Dry Foods and Distribution for Food Services

Gold Star Foods, Inc. is awarded the contract to Garden Grove Unified School District in accordance with your bid mentioned above. The term of that original contract is September 1, 2021 through August 31, 2022. The contract may be extended for an additional two [2] one-year periods in accordance with California Education Code, Sections 17596 (K12) and 81644 (Community Colleges).

Gold Star Foods would like to offer the "piggyback" option of this contract for the 2022-2023 school year and extend our pricing effective September 1, 2022 thru August 31st, 2023, in accordance with the contract terms and conditions:

Garden Grove COOP Docs: <https://app.box.com/s/c57r538dnhbxvr0cs8e58cvb80fdqgvwz>

At your convenience, please confirm by signing below and return to our office via email or mail.

We sincerely appreciate this opportunity and continuing partnership. We look forward to supporting your district and work endlessly towards a successful school year.

Thank you,

John Cho
V.P. of Merchandising and Contracts

Acceptance:

Signature

Title

Date



GARDEN GROVE UNIFIED SCHOOL DISTRICT

10331 Stanford Avenue • Garden Grove, California 92840-6353
Phone: (714) 663-6000 • Fax: (714) 663-6100

BOARD OF EDUCATION
Lan Quoc Nguyen, Esq.
President
Walter Muneton
Vice President
Bob Harden
Dina L. Nguyen, Esq.
Teri Rocco
SUPERINTENDENT
Gabriela Mafi, Ed.D.

July 23, 2021

Sean C. Leer
Gold Star Foods, Inc.
3781 E. Airport Drive
Ontario, CA 91761

Re: RFP No. 2011

**For: Frozen, Refrigerated, Processed Commodity, Dry Foods,
and Distribution for Food Services**

Mr. Leer:


Your bid was accepted by the Board of Education as the lowest responsive and responsible bidder who has met all the criteria specified in the proposal. This action was taken by the Board at its meeting of July 20, 2021.

We appreciate your bidding on our advertised purchasing requirements and we are pleased that you were a successful bidder.

We are enclosing one (1) copy of the Agreement. Please mail the agreement within 10 days to Garden Grove Unified School District, Attention: Ed Govea, Purchasing Department, 10331 Stanford Avenue, Garden Grove, CA 92840.

When signed agreement has been received in the Purchasing Department, we will return one fully executed agreement and a purchase order will be issued for specific services.

Sincerely,


Ed Govea
Assistant Director of Business Services

EG:ng

Encl.



GOLD STAR FOODS

July 1, 2022

Monrovia Unified School District
325 East Huntington Drive
Monrovia, CA 91016

Re: Extension Offer for RFP 664 Produce Products

Gold Star Foods, Inc. is awarded the contract to Oxnard Union High SD in accordance with your bid mentioned above. The term of that original contract is July 1, 2022, through June 30, 2023. The contract may be extended for an additional two [2] one-year periods in accordance with California Education Code, Sections 17596 (K12) and 81644 (Community Colleges).

Gold Star Foods would like to offer the "piggyback" option of this contract for the 2022-2023 school year and extend our pricing effective July 1, 2022, through June 30, 2023, in accordance with the contract terms and conditions:

Oxnard Union HSD Contract Documents: <https://app.box.com/s/ywqhg8z55g4fy8p90cym3c12xcyemsa7>

At your convenience, please confirm by signing below and return to our office via email or mail.

We sincerely appreciate this opportunity and continuing partnership. We look forward to supporting your district and work endlessly towards a successful school year.

Thank you,

John Cho
V.P. of Merchandising and Contracts

Acceptance:

Signature

Title

Date



GOLD STAR FOODS

Oxnard Union High School District

REQUEST FOR PROPOSAL

664 Produce Products

Due: April 19, 2022 @ 2:00 p.m.

GOLD STAR FOODS BID RESPONSE ENCLOSED

(800) 540-0215
3781 E Airport Drive, Ontario, CA 91761
GOLDSTARFOODS.COM



GOLD STAR FOODS

April 19, 2022

Ms. Deanna Rantz, District Purchasing Director
Oxnard Union High School District
1800 Solar Dr.
Oxnard, CA 93030

Dear Ms. Rantz,

Gold Star Foods, Inc. (Gold Star) is pleased to present the following offer to the Oxnard Union High School District in response to RFP No. 664 Produce Products for the 2022-2023 school year. Gold Star Foods has the experience and qualifications to perform the scope of work outlined in this RFP.

Gold Star's qualifications and experience that allow us to complete the RFP's scope of work include:

- An extensive K-12 product catalog of 7,700 school compliant products, with over 2,500 SKU's eligible for USDA Foods discounts.
- Dedicated K-12 Account Specialist and Sales Manager for every customer to address day-to-day operations and high-level proactive account management.
- Partnership affiliations with advocacy groups including the Center for Good Food Procurement, Center for EcoLiteracy, and the Community Alliance with Family Farmers.
- Innovative reporting technology that allows easy access to exportable sales reports and USDA Foods Program Management.
- Product Formulation Statements/CN Labels conveniently linked to our online product catalog.

Gold Star has twelve (12) years of experience selling fresh produce to K-12 public school districts. We currently deliver fresh produce to over 150 school districts throughout California, providing the fresh fruit and vegetable component for nearly 2 million meals per day. We complete 1,100 fresh produce school site deliveries weekly or more than 43,000 deliveries annually.

Using our current procurement models, at the height of the growing seasons, over 70 percent of the fresh produce offered by Gold Star Foods is grown and harvested within a 250-mile radius of our facilities in Ontario, CA. We provide a monthly market update newsletter with current market conditions and peak season produce available. We provide a monthly notification of Buy American compliant produce and where all produce is being sourced from.

Gold Star is proud to be the current vendor to Oxnard Union High School District for fresh produce and are proud of our service levels. During the current school year to date, Gold Star supported the district in the following ways:

- Shipped 16,274 cases from 273 unique SKUs
- Made 398 site deliveries averaging 10 deliveries per week

(800) 540-0215
3781 E Airport Drive, Ontario, CA 91761
GOLDSTARFOODS.COM



GOLD STAR FOODS

Gold Star is offering fixed pricing on all items requested. The prices are subject to change only in the event of extreme conditions considered to be Acts of God or Force Majeure. Examples would be floods, hurricanes, freezes, global supply chain changes, and inflationary situations that would affect the normal pricing of products. Any request for a change in price be done with prior communication to the district. This method of pricing is transparent and easy to audit. Fixed full term pricing removes the need for cross checking invoices and calculating actual sell prices from weekly produce lists as they are submitted and changing.

Items purchased that are not on the provided list will be sold at Gold Stars fixed cost plus \$3.35 per case. Gold Star would be willing to provide documentation of what that fixed cost is, upon request. If your district choses to order Fresh Produce Products thru the Department of Defense (DOD) Gold Star Foods delivery fee for service is \$3.00 per case.

Warehouse Facility and Food Safety

Gold Star already delivers to the district on the requested delivery days, locations, and time frames listed in the RFP.

- Deliveries will ship from our 260,000 square foot facility in Ontario, California.
- All routes have real-time GPS tracking of all 146 refrigerated fleet vehicles for on-time deliveries.
- The warehouse is always secured and monitored via an intricate security camera system.
- Our 514 employees are fully vetted and staff going on-site to school locations are drug tested, fingerprinted, and have passed full Department of Justice background checks.

Gold Star is most proud our commitment to food safety which is the basis for our entire operation. Our Ontario warehouse is certified as a Safe Quality Food (SQF) Level 2 facility. SQF shows a commitment to food safety that goes above and beyond HACCP standards. Unlike HACCP, SQF guarantees compliance with Food Safety Modernization Act, which includes the following requirements:

- Comprehensive Sanitation Programs
- Supply Chain Traceability
- HACCP
- Comprehensive Recall Programs
- Recordkeeping

We are proud to currently partner with Oxnard Union High School District and we hope to continue this partnership. If awarded this contract, Gold Star will work with the district to fulfill the terms of the contract to the best of our ability. The food supply chain has been upended with the COVID-19 pandemic and continued labor shortages which is changing the landscape of the food distribution business. This is especially true for the Child Nutrition segment that sources highly specialized nutritionally specific items. Gold Star will source the exact products requested by the district; however, equivalent substitutes may need to be provided depending on the supply chain availability.



GOLD STAR FOODS

Partnering with Gold Star will provide your district with more than just food, we provide a total solution in support of your districts' mission meeting the nutritional needs of your students. Our systems, services, and support specifically meet the mandatory qualifications of this RFP, verified with a proven, measurable track record. Thank you for the opportunity to continue to be your Child Nutrition Partner.

Respectfully,

Mel Olds
Vice President Produce

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

15. 22/23-2007 - PURCHASE AGREEMENT WITH DRIFTWOOD DAIRY

RECOMMENDATION

The Board of Education is requested to approve a purchase agreement with Driftwood Dairy to provide milk, eggs, and cheese products for our student nutrition program.

Rationale:

Approval of this agreement will allow the Food Services department to purchase dairy products from Driftwood Dairy to provide healthy meals to our students.

Background:

Driftwood Dairy has been the District's dairy provider since the 2011-2012 school year. The company provides great customer service and high quality products with comparable prices. The District would like to continue to use this vendor for the 2022-2023 school year.

Budget Implication (\$ Amount):

The Food Service Department purchased approximately \$239,450 worth of goods from Driftwood Dairy during the 2021-2022 school year, and anticipates 2022-23 school year budget needs will be \$275,000.

Legal References:

Education Code 42647 states that the Board of Education shall approve all purchase and payment.

Additional Information:

A copy of the agreement is attached.

ATTACHMENTS

- [Driftwood Dairy Agmt. SY 22-23.pdf](#)



10724 E Lower Azusa Rd.
El Monte, Ca. 91734
(626) 444-9591

March 21, 2022

Kenneth Singleton
Director of Food Services
Monrovia Unified School District
325 East Huntington Drive
Monrovia, CA 91016

Dear Ken,

Driftwood Dairy agrees to allow the Monrovia Unified School District to piggyback on the Hesperia Unified School District RFP # 21-008 – Nutrition Services – Dairy Products for the 2022-2023 school year.

Please confirm by signing below and return to my office via fax, e-mail, or mail.

I would like to thank you and your staff for being such excellent customers. We look forward to continuing our excellent relationship!

Sincerely,

Gregory J. Tortell
School Sales Manager

I agree to piggyback on the Hesperia Unified School District RFP # 21-008 – Nutrition Services – Dairy Products for the 2022-2023 school year.

Signature
Dr. Ryan Smith
Name

Superintendent
Title

Date



10724 E Lower Azusa Rd.
El Monte, Ca. 91734
(626) 444-9591

February 18th, 2022

David Carochi
Director of Nutrition Services
Hesperia Unified School District
15576 Main Street
Hesperia, Ca 92345

Dear David,

Thank you for agreeing to rollover the Hesperia Unified School District RFP # 21-008-Nutrition Services-Dairy Products for the 2022-2023 school year. We are pleased to do so.

All terms and conditions of the contract will remain the same. Please confirm by signing below and return to my office via fax, e-mail, or mail.

I would like to thank you and your staff for being such excellent customers. We look forward to continuing our excellent relationship!

Sincerely,

John Dolan
VP Sales

I agree to rollover Hesperia Unified School District RFP # 21-008-Nutrition Services-Dairy Products for the 2022-2023 school year.

Signature

Asst. Supt.

Title

George Landon

Print

2-22-22

Date



HESPERIA UNIFIED SCHOOL DISTRICT

ADMINISTRATION & EDUCATIONAL SUPPORT CENTER

Virginia Gutierrez
Director, Purchasing &
Facilities
Ext.7304
virginia.gutierrez@hesperia
usd.org

Sunny Jowers
Buyer
Ext. 7297
sunny.jowers@hesperiausd.
org

Jessica Swierstra
Assistant Buyer
Ext. 7286
jessica.swierstra@hesperia
usd.org

Karina Murillo
Department Secretary
Ext. 7381
Karina.murillo@hesperiausd.
org

June 10, 2021

Driftwood Dairy
10724 Lower Azusa Rd
El Monte, Ca 91734

ATTN: John Dolan

RE: RFP # 21-008 – Nutrition Services – Dairy Products

Dear Mr. Dolan

Thank you for your response to RFP # 21-008 – Nutrition Services – Dairy Products. On Monday June 7, 2021 our Governing Board awarded RFP # 21-008 – Nutrition Services – Dairy Products to your firm, Driftwood Dairy.

We look forward to working with you and your team. If you have any questions please feel free to contact us.

Jessica Swierstra
Assistant Buyer of Purchasing and Facilities



DRIFTWOOD DAIRY, INC.

RFP # 21-008. NUTRITION SERVICES – DAIRY PRODUCTS

COVER LETTER

Dear Hesperia Unified School District:

Driftwood Dairy hereby proposes to be the sole dairy category provider to the Hesperia Unified School District ("HUSD" or the "District").

Driftwood has been serving Southern California's dairy needs for more than 100 years and has been serving Southern California school district customers for more than a half century. Further, the Company has enjoyed a relationship with HUSD and has served 100% of the District's dairy needs in the past. Driftwood continues to strengthen our organization and business model with new investments in our food safety programs and updating filling lines to improve our capacity. We are committed to being good environmental stewards and we continue to refresh our fleet of trucks to be more fuel efficient and meet or exceed all AQMD requirements, in addition to our fleet upgrade, we have converted all of our truck refrigeration units to be energy efficient. As part of our commitment to product quality we have installed a best-in-class air filtration system in the manufacturing facility. We continue to commit our financial resources and develop our staff specifically to serve the unique needs of Southern California School Districts. Driftwood is committed to continuing to provide the District with the highest quality products, outstanding customer service, and innovative dairy nutritional concepts as well as attractive pricing and excellent overall value. Moreover, Driftwood will continue to invest in modern, efficient and reliable technological resources to drive time and cost out of the District's dairy purchasing process.

Driftwood has historically demonstrated a strong commitment to meeting the needs of the District and other school district customers. Since 2016, Driftwood has invested more than \$9.8 million in our business which includes the addition of state-of-the-art, highly flexible small-container fillers, we have upgraded and replaced four pouch filling lines, we have upgraded and added additional storage capacity, replaced our electrical transformers to improve reliability, and developed an exceptional team in all aspects of our business to include QA, Operations, Distribution and Sales. We are good stewards of our environment with investment in a world-class fleet of fuel-efficient trucks that meet or exceed current California environmental requirements, new technologies in waste water treatment to lower or discharge and recovery systems that recycle our paper, corrugated products, plastics and other solid waste. We continue to upgrade our information technology platform with a fully integrated system for all aspects of our business. We continue to focus on service and take pride in our best-in-class distribution model which is able to efficiently and reliably service 100 percent of HUSD's order requirements in-house.

During our past relationship with The District, Driftwood has been, without exception, an ethical partner with a focus of trust, commitment and exceptional service. Driftwood Dairy has never had a product recall which is a testament to our commitment to product quality. Our continued investment in operations, fleet and staffing is the foundation of our success. We enjoy a long trusting relationship with our financial partners which allows us to invest in our business. Additionally, we take pride on having a seasoned staff that interfaces daily with your organization. We believe our expertise in school nutrition, our professional drivers, and all other members of the Driftwood Team make our organization uniquely qualified to successfully partner with the District.

Corporate Citizenship - Driftwood Dairy has a long history of supporting our community. We contribute more than \$250,000 per year to feed the hungry in a number of local Food Banks and during the pandemic additional food was donated. Additionally, we support variety of fund-raising activities for many organizations in Southern California. Many of the officers of the company are board members of organizations that primary purpose is to promote the wellbeing and health for children and family.

Record of Integrity - Driftwood Dairy is an ethical company. For more than 96 years we have never broken the trust and commitment to ethical conduct in all of our dealings with customers, employees, suppliers and regulators. We have not been subject to a product recall due to vendor negligence or misconduct, vendor failure to comply with the law or vendor failure to comply with industry safety standards.

Environmental Stewardship - Since 2006 Driftwood has been a Reporter of The Climate Registry which is a non-profit organization established to measure and publicly report greenhouse gas emissions. Driftwood, as part of our corporate commitment, is an industry leader for environmental stewardship. We have invested in state-of-the-art technology in our fleet, waste treatment and water usage. Our waste treatment system eliminates more than 600,000 gallons of organic waste solids on an annual basis. Additionally, we have reduced our water usage by more than 25% or 30,000 gallons per day. I am proud to say that we have lowered our air emissions by 2.5% while increasing our fleet by more than 27 trucks. We will continue to embrace new technologies, new methods that would reduce our greenhouse gases, solid waste and other environmental sensitive issues.

Support of our Local Economies - The fluid milk processed and produced at Driftwood Dairy is purchased through a co-op known as the California Dairies Incorporated. This milk is sourced from Southern California producers located an average of 70 miles from the Driftwood plant. All of the milk received is rBST free for which a premium is paid. As a companywide directive, Driftwood purchases finished products, ingredients, packaging supplies and parts from Los Angeles based companies. Driftwood believes in supporting Southern California businesses and promoting jobs in the area and supporting the efforts of the local economy.

Environmental Sustainability - Driftwood has an Integrated Solid Waste Management System in place called a Diversion/Recycling Program. There are three components to this system, cardboard carton reuse, commercial comingling recycling and mixed waste processing. Combined all three systems yield an 80% diversion/recycling rate overall. This exceeds the State AB 939 requirements by 30%.

Valued Work Force - Driftwood strives to provide a safe, rewarding and respectful work environment for all employees. The Company is fortunate to have many long tenured employees, particularly among plant personnel and drivers. All of the Company's non-management personnel are represented by the International Brotherhood of Teamsters and Driftwood presently enjoys what it believes to be an excellent working relationship with all three of its local unions. The Company believes that the wages and benefits (both during employment and post-retirement) provided by its collective bargaining agreements offer significant economic security to employees, which is among the reasons that Driftwood has over the years been the beneficiary of significant employee loyalty.

Animal Welfare - Driftwood is committed to partnering with farmers that follow and promote Animal Welfare policies and practices. One of the advantages of partnering with CDI, our milk supplier is that they have an Animal Care and Wellness program called the FARM program which provides guiding programs for nutrition, animal health, management, housing, and animal handling/movement/transportation.

Capacity - Driftwood has taken steps and will continue to take steps to build its capabilities and infrastructure for the future, the Company possesses a strong historical track record of performance for its school district customers, including Hesperia Unified School District.

Driftwood has been providing dairy products to schools for over 55 years and is the established leader in California. Driftwood delivers over 1.6 million servings of milk to over 2,500 K-12 schools daily.

Since 2007 Driftwood has invested in infrastructure, manufacturing capacity and fleet to serve our customers. In late 2015 Driftwood installed a High-Capacity Electrical Transformer to improve the reliability of our electrical power.

Food Safety and Quality - The Company's food safety plan is designed to keep products safe, clean, fresh and wholesome through SQF Quality System. The program safeguards all of Driftwood's products and manages all aspects of the supply chain from source to final delivery. Driftwood is an accredited Interstate Milk Shipper, has received a score of excellent for third party inspections and has passed all independent customer inspection audits. The Company tests all water, ice, dairy ingredients, non-dairy ingredients and packaging used to process and package products. Driftwood's El Monte facility is secure and meets all requirements to prevent bio terrorism.

The Company complies with all minimum insurance requirements. Driftwood has a Certificate of Liability Insurance issued by Arthur J. Gallagher & Co. Insurance Brokers for HUSD is in place.

Driftwood Dairy is looking forward to working together again to provide the District's students and staff with innovative, value-priced and healthy dairy products. Feel free to contact us with any questions, concerns or comments regarding this proposal.

Driftwood Dairy Inc.
10724 Lower Azusa Rd.
El Monte, CA 91731
CA Corp. #C0233059
Federal ID: 95-1589727
DUNS: #008319311

RFP Contacts:

John Dolan
Vice President
johnd@driftwooddairy.com
626-527-3606

Greg Tortell
School Sales Manager
626-527-3658
gregt@driftwooddairy.com

Daily Contact (Liaison):

Suzanne Villedrouin
Customer Service Director
626-527-3678
suzannev@driftwooddairy.com

By signing this cover letter, I (we) certify that the information contained in this proposal is accurate and that all attachments required to be submitted as part of the proposal are certified to be true and binding upon our company.

John Dolan, Vice President



Driftwood Dairy, Inc.
10724 Lower Azusa Rd
El Monte, Ca 91734
johnd@driftwooddairy.com
Phone (626) 527-3606
Fax: (626) 575-3937



10724 E Lower Azusa Rd.
El Monte, Ca. 91734
(626) 444-9591

Hesperia Unified School District
RFP # 21-008. NUTRITION SERVICES – DAIRY PRODUCTS

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14. Driftwood Dairy School Packet. Includes certifications, foods safety, contact information, and many other items that may be useful to the District.



HESPERIA UNIFIED SCHOOL DISTRICT

PURCHASING

15576 MAIN STREET, HESPERIA, CA 92345

PHONE (760)244-4411 ♦ FAX (760) 244-0075

Virginia Gutierrez
Director, Purchasing, Facilities
Ext. 7304
virginia.gutierrez@hesperiausd.org

Sunny Jowers
Buyer
Ext. 7297
sunny.jowers@hesperiausd.org

Jessica Swierstra
Assistant Buyer
Ext. 7286
jessica.swierstra@hesperiausd.org

Marylou Eber
Facilities Accountant
Ext. 7308
marylou.eber@hesperiausd.org

Karina Murillo
Purchasing Department Secretary
Ext. 7386
karina.murillo@hesperiausd.org

TO:
POTENTIAL BIDDERS

From:
JESSICA SWIERSTRA

Date:
April 23, 2021

MEMO

Subject:
ENCLOSED REQUEST FOR PROPOSAL PACKAGE

Dear Vendor,

Please take the time to carefully read the Instructions and General Conditions in the attached RFP package. It is imperative that you structure your response to the enclosed RFP in accordance with these conditions. Alternative Terms and Conditions will not be accepted and will result in your proposal being declared non-responsive.

Thank you for taking to time to submit your proposal. If you have any questions, please feel free to contact me at the (760) 244-4411, extension 7286.

Thank you,

Jessica Swierstra
Assistant Buyer, Purchasing and Facilities

HESPERIA UNIFIED SCHOOL DISTRICT



REQUEST FOR PROPOSAL

RFP # 21-008

NUTRITION SERVICES – DAIRY PRODUCTS

PROPOSAL DEADLINE DATE:

WEDNESDAY MAY 19, 2021 at 2:00 P.M.

SUBMIT PROPOSALS TO

Jessica Swierstra, Assistant Buyer

Purchasing and Facilities

Hesperia Unified School District

15576 Main St.

Hesperia, CA 92345

Phone: (760) 244-4411

Fax: (760) 244-0075

REQUIRED DOCUMENTS

NUTRITION SERVICES – DAIRY PRODUCTS
RFP # 21-008 - COVER SHEET/CHECK LIST

- Cover Letter (note: provide on your own document)
- Cover Sheet / Checklist
- Request for Proposal Bid Form and Certification by Bidder
- Request for Proposal Bid Form Price Sheet
- Deviation / Substitution Form (if applicable)
- Vendor Questionnaire and Evaluation Criteria
- Addendum (s)
- Flash Drive (one (1)) with proposal
- Suspension and Debarment Certification
- Certification Regarding Lobbying and Disclosure of Lobbying Activities
- Iran Contracting Act of 2010 Compliance Affidavit
- Alcohol and Tobacco School Policy
- Drug-Free Workplace Certification
- Worker's Compensation Certificate
- Non-Collusion Declaration
- Nutritional Fact Labels/ Nutrition Specification and Ingredient Sheets (may be included on flash drive)
- Disaster Contingency Plan
- Food Security and Safety Program
- Recent copy of Health Department Report
- Hazard Analysis Critical Control Point Program (HACCP)
- Product Recall Program

SUBMIT THIS SHEET WITH YOUR PROPOSAL

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RFP # 21-008
NUTRITION SERVICES – DAIRY PRODUCTS
BACKGROUND / INTRODUCTION

The Hesperia Unified School District is requesting Request for Proposals from responsive and responsible Vendors to establish a contract for NUTRITION SERVICES – DAIRY PRODUCTS for the School Nutrition Service Program. The DAIRY PRODUCTS must meet the current Federal and State nutrition guidelines for the National School Lunch Program and must follow all Smart Snack rules and regulations. Any product that does not meet District nutritional standards will not be considered and may not be delivered at any time. This NUTRITION SERVICES – DAIRY PRODUCTS RFP not only includes the purchase of products, but also includes service and delivery expectations that must be agreed to upon entering into a contract. Products ordered through this RFP will be delivered to multiple school sites located throughout the district. List of sites provided in the RFP documents.

Products included in this RFP are approximate quantities used annually by Hesperia Unified School District Nutrition services department. All products offered must be new and unused.

The initial term of this contract shall be for a period of one (1) year with three (3) additional one (1) year options to renew the contract. Not to exceed four (4) years. The initial one-year period will begin July 1, 2021 and be in effect through June 30, 2022.

The successful Vendor shall remain in compliance with all current codes, as well as address all concerns raised by officials (District, Local, State, and/or Federal).

Any cost associated with the preparation of the RFP shall be borne by the Bidder. The District reserves the right to accept or reject any or all RFP's received as a result of this request, to negotiate with any qualified source, to cancel in part or in its entirety this RFP or to waive any irregularities or informalities in any RFP. The District will award the BID to one (1) responsive and responsible bidder whose BID is most advantageous to the District.

Unless extended by an addendum to the Bid, the due date and time for the receipt of Bids is on or before Wednesday, May 19, 2021, at 2:00 p.m. in the Purchasing Department of the Hesperia Unified School District located at 15576 Main Street, Hesperia, CA 92345.

Please submit ONE (1) ORIGINAL COPY and ONE (1) DIGITAL COPY on a FLASH DRIVE and/or EMAIL

All RFPs are due no later than 2:00 p.m. on Wednesday, May 19, 2021. Late RFPs will be returned unopened. It is the sole responsibility of the Bidder to ensure that their RFP is received on time.

All questions, inquiries, comments, or exceptions to the RFP materials must be submitted in writing to the attention of JESSICA SWIERSTRA via email at jessica.swierstra@hesperiausd.org no later than May 5, 2021 at 2:00 p.m.

- END OF SECTION -

CALENDAR OF EVENTS

<i>Event</i>	<i>Details</i>	<i>Date</i>	<i>Time (Pacific Std)</i>
RFP Advertised	<i>Victor Valley Daily Press and Hesperia USD website</i>	April 23, 2021 & April 30, 2021	N/A
Last Day to Submit RFI/ Questions for Clarification or Explanations	Jessica.swierstra@hesperiausd.org	May 5, 2021	2:00 p.m.
Response to RFI/Questions for Clarification or Explanations sent to vendors	Emailed to Vendors	May 12, 2021	2:00 p.m.
RFP Due	Hesperia Unified School District Purchasing Department 15576 Main Street Hesperia, California 92345	May 19, 2021	2:00 p.m.
Recommendation for Award will be presented to Board	Hesperia Unified School District Board Room, AESC Annex Bldg. C 15576 Main Street Hesperia, California 92345	June 7, 2021	6:00 p.m.

INSTRUCTIONS TO BIDDERS AND CONDITIONS

READ THIS DOCUMENT CAREFULLY

DO NOT ASSUME THAT THIS DOCUMENT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF THE DOCUMENTS WERE FROM HESPERIA UNIFIED SCHOOL DISTRICT.

1. DEFINITIONS:

- a. As used herein, "RFP" means this RFP # 21-008
- b. As used herein, "District" means the Hesperia Unified School District.
- c. As used herein, "Bidder" means the Vendor submitting an RFP.
- d. As used herein, "Offer" means the RFP.
- e. As used herein, "Contract" means an associated agreement with the District.

2. INSTRUCTIONS TO BIDDERS:

a. CONTENTS OF RFP

- i. One (1) original Copy and one (1) DIGITAL copy on a FLASH DRIVE and/or EMAIL of the RFP shall be sealed in one package. The package must be clearly labeled "RFP # 21-008, NUTRITION SERVICES – DAIRY PRODUCTS" and include the legal name, address, Bidder's contact person, and a telephone number on the outside of the package. All RFPs must be submitted by no later than 2:00 p.m. Wednesday, May 19, 2021. RFPs shall be delivered to the attention of JESSICA SWIERSTRA, Hesperia Unified School District, 15576 Main Street, Hesperia, CA 92345. It is the sole responsibility of the Bidder submitting the RFP to ensure that it is received by the District prior to the deadline time and due date and at the proper location. Unless this RFP is extended by a written addendum, RFPs received after 2:00 p.m. on the due date, will not be considered and will be returned unopened. Only RFPs submitted on District issued RFP forms shall be accepted. The RFP will be available on the Hesperia Unified School District website under the Purchasing page at www.hesperiausd.org.
- ii. Bid security is not required for RFP # 21-008, NUTRITION SERVICES – DAIRY PRODUCTS.
- iii. The RFP must be signed in the name of the Bidder and must bear the signature in longhand and in blue or black ink of the person or persons duly authorized to sign the RFP. If the Bidder is a corporation, the signature shall include the printed name and title of the signatory, who has the authority to sign the RFP on behalf of the corporation, below the signature.
- iv. RFPs shall be completed in full as required by the instructions herein. An **RFP may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind**. An RFP will be rejected if, in the opinion of the District, the information contained therein was intended to mislead the District in the evaluation of the RFP.
- v. The RFP submitted must not contain erasure, interlineations, or other corrections unless each correction is clearly and conspicuously authenticated by signature in the margin immediately opposite the correction by the authorized person signing the RFP. A Bidder will be bound by the terms and conditions of the RFP, notwithstanding the fact that errors may be or are contained therein. However, if potential material errors are discovered in the RFP, the District will make a reasonable effort to notify the Bidder that the RFP, as submitted, appears to contain errors and provide the Bidder with the opportunity to correct or clarify such potential errors. In the event the District determines that any RFP is unintelligible, inconsistent or ambiguous, the District may reject such RFP as not being responsive.
- vi. The District may request meeting with the Bidders representative to request answers and clarifications or it may request that the Bidder answer specific questions in writing, or to make a presentation to the District or to its Governing Board prior to any Agreement award.

- vii. The District may reject any or all RFPs, and may waive informalities and minor irregularities in RFPs received.
- viii. All RFPs and materials submitted in response to this RFP shall become the property of the District and shall be considered a part of the Public Record and may be disclosed in accordance with applicable law, including the California Public Records Act. Bidder shall have the obligation of marking any information as confidential or proprietary.
- ix. Response to inquiries regarding the status of an RFP must not be made prior to the posting of award recommendation. After the RFP opening and during the evaluation period, the District will not release any information on the received RFPs.
- x. Tie RFPs: In the event that there are two or more identical lowest or highest RFPs, as the case may be, submitted to the District, a decision will be made in accordance with Public Contract Code 20117.

3. **PREPARATION AND SUBMISSION:**

Before submitting a proposal, each Bidder is expected to thoroughly examine all documents included in this RFP, including subsequent addendums to the RFP. Bidder should become familiar with any local conditions that may, in any manner, affect the services required. In order to maintain comparability and enhance the review process, it is requested that RFPs be organized in the manner specified below. Include all information in your Bid.

- i. **Cover Letter:** Indicate the RFP number for which the response is being provided; the name of the firm; local address; the name of your firm's contact person for the purposes of this RFP; the telephone number and fax number of the contact person; and the date. Failure to supply these documents may be considered grounds for disqualification.
- ii. **Table of Contents:** Include a clear identification of the material by section and page number.
- iii. **Request for Proposal Bid Form:** Review, complete and submit form as part of RFP documents.
- iv. **Request for Proposal Bid Form Price Sheets:** Include proposed cost for each product listed.
- v. **Vendor Questionnaire and Evaluation Criteria:** Include the signed Vendor Questionnaire and evaluation criteria forms provided in the RFP. You may answer the questions on a separate document if additional space is required.
- vi. **Addendums:** Any addenda issued by the District must be completed, acknowledged and included with your RFP.
- vii. **Product Recall Program:** A copy of your Product Recall Program must be included with the RFP documents.
- viii. **Food Security and Safety Program:** A copy of your Food Security and Safety Program must be included with the RFP documents.
- ix. **Hazard Analysis Critical Control Point Program (HACCP):** A copy of your Hazard Analysis Critical Control Point Program must be included with the RFP documents.
- x. **Disaster Contingency Plan:** A copy of your Disaster Contingency Plan must be included with the RFP documents.
- xi. **Suspension and Debarment Certification:** The bidders shall execute and include in their RFP a Suspension and Debarment Certification.
- xii. **Certification Regarding Lobbying and Disclosure of Lobbying Activities:** The bidders shall execute and include in their RFP the Certification Regarding Lobbying and the Disclosure of Activities.
- xiii. **Iran Contracting Act of 2010 Compliance Affidavit:** The bidders shall execute and include in their RFP an Iran Contracting Act of 2010 Compliance Affidavit.

- xiv. **Alcohol and Tobacco-Free School Policy:** The bidders shall execute the Alcohol and Tobacco-Free School Policy and include with the RFP documents.
- xv. **Drug-Free Workplace Certification:** The bidders shall execute the Drug-Free Workplace Certification and include with the RFP documents.
- xvi. **Workers' Compensation Certificate:** The bidders shall execute and include in their RFP a Workers' Compensation Certificate.
- xvii. **Non-Collusion Declaration:** The bidders shall execute and include in their RFP a Non-Collusion Declaration.
- xviii. **Nutritional Fact Labels:** Bidder shall provide copies of labels containing nutritional information for each product.
- xix. **Recent Copy of Health Department Report:** Bidder shall provide a copy of its most recent health department report to validate company complies with the Department of Health inspection requirements in the county where the facility is located.
- xx. **Flash Drive:** Include with your proposal a flash drive with all fully executed RFP documents with your proposal.

4. **EXPLANATION TO BIDDERS:**

- a. If a Bidder desires an explanation or clarification of any kind regarding this RFP, the Bidder must make a written request for such explanation. Requests should be emailed to JESSICA SWIERSTRA at jessica.swierstra@hesperiausd.org. Hesperia Unified School District, 15576 Main Street, Hesperia, CA 92345 no later than **2:00 p.m. on May 5, 2021**. Questions received in writing by the date and time specified will be answered in writing. JESSICA SWIERSTRA, is authorized only to direct the attention of prospective Bidders to various portions of the RFP so that they may read and interpret such for themselves. Neither JESSICA SWIERSTRA nor any employee of the District is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in the written documents. The District will advise all Bidders known to have received a copy of the RFP of the explanation or clarification, either by letter or formal Addenda via postal service, electronic mail, or facsimile as the District may in its sole discretion deems appropriate.
- b. If a Bidder discovers any error such as an ambiguity, conflict, discrepancy, omission, or other error in the RFP, then the Bidder shall immediately notify the District in writing. Submittal of a Bid without request for clarification shall be incontrovertible evidence that the vendor has determined that the specifications are sufficient for responding to the Bid and completing the job and that vendor is capable of following and completing the job in accordance with the project specifications.
- c. If necessary, an addendum may be created and processed.

5. **ADDENDUMS:**

- a. Bidders are advised that the District reserves the right to amend this RFP at any time. Addendums will be done formally by providing written addenda to all potential Bidders known by the Purchasing department to have received a copy of the RFP. In the sole and absolute discretion of the District, the change is of such nature that additional time is required for Bidders to prepare the RFP, the District will change the due date deadline and notify all known Bidders in writing of the revised deadline due date. Any addendum(s) to this RFP will be posted on the District website at: www.hesperiausd.org, it is the sole responsibility of the bidder to check the District website for addendum postings.
 - i. Bidders must acknowledge receipt of any and all RFP addendums. This shall be done by the following means:
 - 1. By signing and returning a copy of the issued addenda with the RFP documents
- And/Or;

2. By initialing, the appropriate "**Acknowledgement of Addendums**" block in the "Request for Proposal **BID FORM**" section of this RFP.
 - ii. The acknowledgement of receipt of an addendum must be received by the Purchasing department prior to the hour, and date specified for receipt of the RFP. Failure to acknowledge receipt of addendums may result in rejection of an RFP.
 - iii. Copies of any addendums will be made available for inspection at the District's Purchasing Department where RFP documents will be kept on file and on the Hesperia USD website under the purchasing page at www.hesperiausd.org.
 - iv. No addenda will be issued later than three (3) calendar days prior to the date for receipt of RFPs except addenda withdrawing the request for RFPs or one, which includes postponement of the date for receipt of RFPs.
 - v. No verbal or written information, which is obtained other than by information in this document or by an addendum to this RFP, will be binding on the District.

6. **SUBMITTING REQUEST FOR PROPOSAL:**
 Telegraphic, facsimile, or electronic RFPs and modifications will **NOT** be considered. No vendor may submit more than one RFP. By submitting an RFP, the prospective vendor represents that it has thoroughly examined and become familiar with the products and services required under this RFP and that it is capable of providing the equipment, products and/or services necessary to achieve the District's goals and objectives for the contract.

7. **SUBMISSION OF ELECTRONIC BIDS VIA E-MAIL**
 During the COVID-19 pandemic, the District is **temporarily** accepting the submission of bid responses electronically via e-mail to jessica.swierstra@hesperiausd.org, in lieu of a hard copy bid responses, though these will still be accepted. The subject line of the e-mail shall contain the following:

RFP # 21-008 – NUTRITION SERVICES – DAIRY PRODUCTS

8. **MODIFICATION OR WITHDRAWAL OF RFP:**
 Any RFP may be withdrawn, solely by written request, at any time prior to the scheduled closing time for receipt of RFPs. All requests for the withdrawal of an RFP must be accompanied by proof acceptable to the District, which authorizes the individual requesting the RFP withdrawal to so act on behalf of the vendor. If a change to a RFP that has been submitted is desired, the submitted RFP must be withdrawn and the replacement RFP submitted to the District prior to the scheduled deadline for submittal of RFPs.
 Changes or additions to the RFP request, alternative RFPs or any other modifications of the information requested by this RFP, which is not specifically called for in the RFP, may result in the District's rejection of the RFP.

9. **LATE RFPs:**
 No RFP or RFP modification received after the due date and time deadline will be considered.

10. **RFP AWARD:**
 - a. The District will award the BID to one (1) responsive and responsible bidder whose BID is most advantageous to the District. The District reserves the right to award to one, or to multiple vendors, and may award any, all or none of this RFP. If there is a discrepancy between the unit price bid and the extended price, unit prices shall prevail.
 - b. The District reserves the right, before awarding the contract, to require Bidder(s) to submit or provide evidence of qualifications or any other information the District may deem necessary

- c. The District reserves the right, prior to award, to cancel the RFP or portions thereof, without penalty.
- d. The District reserves the right to: (1) accept the RFP of any or all items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed.
- e. After opening proposals, an RFP review committee representing the District will score the proposals based on the evaluation criteria in the RFP documents.
- f. The District may interview one vendor without further discussion, or interview other vendors. The District is not obligated to invite any or all finalists for an interview.
- g. The District may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards. Operating cost, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the District. In this regard, the District may conduct such investigations, as the District deems necessary to assist in the evaluation of any RFP and to establish the responsibility, qualifications and financial ability of the bidder to perform the services to the District's satisfaction within the prescribed time.
- h. Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the RFP will be considered sufficient notice of acceptance of the RFP.
- i. The District will be the sole judge of merit and not necessarily accept the lowest price offered.

11. PAYMENT TERMS AND INVOICING:

- a. Unless otherwise agreed, the District will pay properly submitted vendor invoices within forty-five (45) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order. Monthly billing by site and consolidated by product is required. Invoices are required to include delivery site, date of delivery, product name, quantity, unit size, and unit price. Invoice must be signed by the individual receiving the merchandise and left for the site manager/lead. An invoice signed is required in order for the invoice to be processed for payment. A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued in a timely manner. Statements for all goods purchased within a calendar month shall be made available on an individual school/site basis. Statements should be sent by the fifth (5th) of the month following the month of purchase to the Nutrition Services Department located at: 11176 G Ave., Hesperia, CA 92345.

12. CANCELLATION OF AWARD/TERMINATION:

- a. In the event any of the provisions of this RFP are violated by the Bidder, the District will give written notice to the Bidder stating the deficiencies and unless these deficiencies are corrected within ten (10) days, recommendation will be made by the District for immediate cancellation. Upon cancellation hereunder, the District may pursue any and all legal remedies as provided herein and by the law.
- b. The District reserves the right to terminate any contract resulting from this RFP, at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. This paragraph does not relieve the District of its responsibility to pay for services or goods provided or furnished to the District prior to the effective date of the termination.

13. DEFAULT:

- a. Cancellation of contract of awardee may result in the removal from the Districts Bidders list for a period of three (3) years.

14. LOBBYING:

- a. OFFERORS ARE HEREBY ADVISED THAT LOBBYING IS NOT PERMITTED WITH ANY DISTRICT PERSONNEL OR BOARD MEMBERS RELATED TO OR INVOLVED WITH THIS Bid UNTIL THE ADMINISTRATION'S RECOMMENDATION FOR AWARD HAS BEEN POSTED AT THE DISTRICT OFFICE. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.
- i. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the decision of a board member or District personnel after release of the Bid and prior to the Board's vote on the award of this contract.
- ii. Any Bidder who is adversely affected by the recommendation award may file a protest within the time prescribed per the District's protest policy. Failure to adhere strictly to the rules pertaining to protests will result in summary dismissal by the Purchasing Department. Additionally, any Bidder who is adversely affected by the recommendation award may address the school board at a regularly scheduled board meeting.
- iii. Any Bidder or any individuals that lobby on behalf of Bidder prior to the Board's vote on the award of this contract will result in the rejection and/or disqualification of said RFP.

15. BRAND NAME SPECIFICATIONS:

- a. Brand name specifications are included for descriptive purposes, to indicate the quality, design and/or utility desired and are not intended to preclude any vendor from bidding who can substantially meet those specifications. Brand names and model numbers where specified have been shown due to existing standards. Bidders may propose a product whose brand is of equal make, model or type to those specified herein, but each deviation from the specifications must be set forth in detail.
- b. For optional equipment, any other brands offered as "equal" shall be accepted only after being reviewed by the District and proven that their capabilities meet District needs.
- b. If Bidder does not indicate that they are proposing an item other than that specified, it is understood and agreed that they will be furnishing the item(s) as specified.

16. DEVIATIONS FROM RFP TERMS AND CONDITIONS:

- a. Should the bidder wish to request any substitutions and/ or deviations, the bidder shall submit with the RFP, at a minimum, descriptive technical literature (manufacturer's specifications and a picture of the specific items), marked with the appropriate item number and fully describe the claimed "or equal" product. Suitability and valuation of "equals" rest in the sole discretion of the District. If the material, product, process, service, or equipment offered by the bidder is not, in the sole opinion of the District, substantially equal or better in every respect to that specified, and is rejected by the District, then the bidder expressly understands and agrees that bidder shall furnish the material, process, service, or equipment specified by the District.
- b. RFPs will only be considered if the proposed products meet the minimum requirements and conform to the specifications set forth in these RFP documents. Whenever brand names are used, they are used as specifications only. The intent is to indicate quality standards and is presumed to be followed by the words "OR EQUAL." Any variances from the specified items must be clearly noted on the RFP, otherwise the product will be assumed to be "as specified" – the exact product listed in the RFP document. Substitutions and or deviations that meet or exceed the specifications are acceptable. Products not meeting the criteria as determined solely by the District will be cause for the rejection of the RFP response, or product.
- c. It is the bidder's responsibility to demonstrate equivalency of proposed products. The District has the discretion to request, and test, product samples prior to the award of the bidder. The District reserves the right to reject all RFPs that do not conform to the specifications.

17. **SAMPLES:**

For evaluation purposes, samples may be required. If requested by District, samples must be delivered to the District at the bidder's expense. **All Samples must be tagged to identify bidder, RFP number, and item number.** Any sample(s) that are requested by the District shall be furnished free of expense to the District. The Vendor shall provide samples to the District within three (3) days of request and shall become property of the District. Samples must be delivered to: **11176 G Ave, Hesperia, CA, 92345, Attn: Nutrition Services Director, David Carochi.**

18. **NON –APPROPRIATED FUNDS:**

- a. The Bidder hereby agrees and acknowledges that monies utilized by the District to fulfill the RFP requirements is public money appropriated by the State of California is or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this RFP at any time due to non-availability or non-appropriation of sufficient funds.

19. **RFP QUANTITIES:**

- a. **The quantities listed herein are estimates. The District reserves the right to order more, less or none of the quantity indicated or to withdraw a line item or the entire RFP.**

20. **PRICING:**

- a. Unit prices shown on the RFP shall be the price per unit of sale as stated on the price sheet or contract. For any given item, the quantity multiplied by the unit price shall establish the extended or total price; the unit price shall govern in the RFP evaluation and contract administration.

21. **SALES TAX:**

- a. The District is subject to California sales and use tax, but **DO NOT** include sales tax/use tax in your proposal.

22. **VALIDITY OF FIRM PROPOSAL:**

- a. Each RFP must be a firm irrevocable offer, and remain open and valid for District acceptance for 90 days from submittal date.

23. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Bidder must certify that it and its principals are not presently debarred suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions with any federal department or agency. Submission of a signed bid in response to this solicitation is certification that Bidder is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also agreement that Hesperia Unified School District will be notified of any change in this status.

24. **DRUG-FREE WORKPLACE CERTIFICATION**

Pursuant to Government Code Sections 8350, et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

25. **ALCOHOL AND TOBACCO FREE SCHOOL POLICY**

The successful bidder shall agree to enforce an alcohol and tobacco-free work site and shall submit the completed Alcohol and Tobacco-Free School Policy.

26. **IRAN CONTRACTING ACT OF 2010**

- a. The Bidder hereby certifies that he or she or it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Iran Contracting Act of 2010. The Bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the Iran Contracting Act of 2010.

27. FILING OF PROTEST

A bidder may protest the request for proposal process for the project only by filing a written protest with the District's Director of Purchasing, Facilities, and Warehouse, Virginia Gutierrez, in accordance with the procedures set forth in this section. The District will not consider any verbal protests (e.g., by telephone) or any protests sent by electronic mail. In order for a protest to be valid and considered by the District, the protest must: (a) be filed not later than seventy-two (72) hours prior to the recommendation to award being presented to the Board; (b) clearly identify the bidder on whose behalf the protest is being filed, together with the name, address and telephone number of the person representing the bidder for purposes of the protest; (c) clearly identify the specific bidding process, RFP or award of the Contract being protested; (d) clearly identify and describe in detail the specific basis or bases for the protest and all facts relevant thereto and in support thereof; (e) clearly identify all references to the specific portions of all documents relevant to the protest; (f) clearly identify and describe in detail all arguments in support of the protest, including, without limitation, any citations to all legal authorities; and (g) be submitted with all documentation that is relevant to and supports the basis or bases underlying the protest.

If a protest filed by a Bidder does not comply with each and every one of the foregoing requirements, the District may reject the protest as invalid. If a Bidder files a valid protest, the District shall review the protest and all relevant information and documents and will provide written decision to the protesting bidder. In response to a protest, the Governing Board may decline to award a contract, may award a contract to a bidder other than as previously intended, or may award a contract to a bidder as previously intended despite the protest. Such action by the Governing Board shall be a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested.

28. DISABLED VETERAN BUSINESS ENTERPRISES

Compliance with Disabled Veteran Business Enterprise ("DVBE") contracting goals may be required for this project. Minority, women and disabled veteran contractors are encouraged to submit proposals.

29. REFERENCES

Bidders shall list a minimum of three (3) references where bidder has successfully provided the similar type(s) of good and services to another public entity, district or firm at the similar size and scope as Hesperia Unified School District that has been or is currently being serviced by your company. All references shall include full district/ firm name, address, phone number, management contact, and description of work completed.

30. PIGGYBACKABLE CLAUSE:

For the term of the contract and any mutually agreed extensions pursuant to this RFP, at the option of the successful bidder, other school districts and community college districts, any public corporation or agency, including any county, city or town within the State of California, may procure identical items off this RFP under the same terms and conditions stated in this RFP pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code. Acceptance or rejection of this provision will not affect the awarding of this RFP. This District waives its right to require such other District's and Agencies to draw their warrants in the favor of the District as provided is said code sections.

OPTION GRANTED X

OPTION NOT GRANTED _____

- END OF SECTION -

GENERAL TERMS AND CONDITIONS

1. RFP TERM:

- a. The terms of this contract shall be effective beginning on a date to be determined upon award by the Board. The initial year will begin on July 1, 2020 through June 30, 2021 and may, by mutual agreement between the DISTRICT and awardee, be renewable for three (3) additional one (1) year periods. The DISTRICT, through the Purchasing Department, will, if considering renewing, request a letter of intent to renew from the awardee prior to the end of the current contract period. If needed, the contract will be extended 90 days beyond the contract expiration date. The awardee will be notified when the recommendation to renew the contract has been acted upon and approved by Assistant Superintendent of Business Services on behalf of the Hesperia Unified School District.

2. PRICE ESCALATION:

- a. Prices for Class I and II milk products will be adjusted monthly based on the Federal Milk Marketing Order (FMMO) announcements for the applicable are in the California Area No. 51. Information regarding FMMO monthly changes can be found at <https://cafmmo.com/>. The awarded Bidder will provide suitable proof of a price increase from a supplier or processor or valid Market resource. Written notice shall be sent to the Director of Nutritional services and Director of Purchasing, including proof of the price increase. Any price change will be subject to mutual agreement by both parties. The successful bidder must substantiate such price increases by providing documentation that is acceptable and to the complete satisfaction of the District in order justify the increase. Class III and IV products will be adjusted on a pass through basis.

3. PRICE DECREASES:

- a. Bidders are required to pass price reductions immediately through to the Hesperia Unified School District as market prices drop for these products throughout the duration of the RFP award and any extensions. In addition, the District reserves the right to extend this RFP for additional years under any price decreases provided by the successful bidder if it is in the best interest of the District.

4. SUBSTITUTIONS OR BACK ORDERS:

- a. Any such substitutions will be accepted only if the Nutrition Services Director and management team determines them to be equal in all respects to that specified in the RFP. If the Nutrition Services Director requests samples in order to make the determination on whether the substitution is as equal, the samples shall be submitted in accordance with the SAMPLES section, of the INSTRUCTIONS TO BIDDERS.

5. MINIMUM/MAXIMUM QUANTITIES:

- a. The District does not guarantee that a minimum or maximum amount will be purchased; the District will not consider an RFP to be responsive to this solicitation if a minimum or maximum quantity purchase is required by the bidder. The District, however, does not guarantee orders in these amounts nor shall the District be required to limit its orders to only those figures.

6. ORDERING:

- a. Bidder will have an active online website accessible to District to allow online ordering, access to run velocity reports, access to specification sheets and ability to add and delete items from order up to one (1) day prior to delivery. For the administrative office only, the ability to look up items and request new items not included on RFP. Bidder to provide order confirmations within one (1) business day of receiving orders. Bidder shall include detailed ordering instructions with their proposal. Orders will be placed per site according to their needs. Sell-by, Use-by, or expire-by dates must be at least ten (10) days out from date of delivery.

7. **MERGERS, ACQUISITIONS, OR BUYOUTS:**

- a. In the event that the successful bidder sells the company or merges with another company, current contract conditions must remain the same as awarded. Contracts will not be renegotiated due to a merger, acquisition, or buyout.

8. **DELIVERY AND SERVICE:**

- a. Price must include shipping. If there is a freight or transportation increase prior to delivery of the unit, the additional increase must be at the dealer/manufacturer's expense. Proposed price FOB destination to various sites per Attachment A to Hesperia Unified School District. All products and services are subject to final inspection and acceptance by the District. Upon placement/ receipt of an order, the successful bidder shall deliver materials within a Five (5) calendar days maximum period unless other delivery times or arrangements have been agreed upon by the District and vendor. Awarded Bidder will be held responsible for following-up, or if necessary, estimating an order to ensure complete and on-time deliveries for all sites. District will not be held responsible for excess inventory ordered by Bidder on behalf of District. The goal is to order all items from one source and to receive complete orders without multiple deliveries or drop shipments for a majority of the orders. *DELIVERIES WILL NOT BE ACCEPTED ON SATURDAYS OR SUNDAYS. Deliveries will not be to one central location. Delivery locations are provided on ATTACHMENT A. Late deliveries and/or deliveries made outside of the time and hours provided on Attachment A will be subject to penalty fees determined by the District. Excessive late deliveries will allow the District to charge a penalty to the vendor of \$100.00 per late delivery. (*Excessive will be determined as more than 8 late deliveries throughout a twelve (12) month fiscal year (July 1 through June 30).

9. **POSTPONEMENTS/ DELAYS:**

- a. The successful bidder must have a contingency plan in place for immediate recovery should a truck breakdown or other delay(s) occur during any delivery day. If a delay occurs, the successful bidder will be responsible for contacting the District's Nutrition Services Department affected by the delay. It is requested that the successful bidder meet with the Nutrition Services Department Director to outline the proposed delivery routing prior to implementation or upon a change in routes or delivery days.

10. **LOADING DOCKS:**

- a. Loading docks are located at the following sites: Nutrition Services Warehouse, 11176 G Ave., Hesperia CA, 92345. There shall be no additional charges for sites without a loading dock.

11. **DISCONTINUED ITEMS AND PRODUCT SUBSTITUTION**

- a. Successful bidder(s) are required to immediately notify Hesperia Unified School District's Director of Nutrition Services when manufacturers have discontinued awarded line item(s). Official notification must be in written format via USPS, fax, or e-mail referencing the RFP number and line item number with written proof from the manufacturer of the discontinued item. A replacement will be considered if, and only if, the proposed replacement is equal to or exceeds the discontinued line item(s) specifications, and is offered for an equal or lesser price. Successful bidder (s) shall provide substantiating information when requesting consideration of a substitution as an equal. Office notification must be in written format via USPS, fax, e-mail referencing the bid number and the line item number.

12. **PENALTIES**

- a. Federal and State meal reimbursement lost to the District due to late and/or missed deliveries will be deducted from the payment made to the successful bidder.

13. **DAMAGE TO DISTRICT PROPERTY**

- a. The successful bidder shall be fully responsible for any damage to District property caused by its employees. Repairs or replacement, at the option of the District, shall be made by the successful bidder or by the District and charged to the bidder.

14. SAFETY REGULATIONS

- a. All items proposed in response to this RFP must conform to the Safety Order of the State of California, Division of Industrial Safety and CAL-OSHA regulations in effect at the time of the proposal. Bidders shall comply with all local, state and federal regulations, directives and laws. Bidder(s) receiving awards of items subject to Chapter 4 (Industrial Safety Orders) California Administrative Code, Title 8, Division of Industrial Relations, must submit to the District, Material Safety Data Sheets (MSDS) for those items, when requested.

15. HAZARDOUS MATERIALS/SUBSTANCES:

- a. If any product that will be delivered or supplied to the District as a result of this RFP is listed in the Hazardous Substances list of Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the vendor must include a Material Safety Data Sheet (MSDS) with the delivery/shipment. All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential hazards.

16. PRODUCT RECALL:

- a. Successful bidder shall bear the cost incurred by the District resulting from product recall, including but not limited to, any cost initially incurred for storage and transportation; pickup, transportation and storage of recalled product(s); and price differential for replacement product, if necessary and approved by the District. Payment or credit for all cost directly related to product recall shall be made with 30 days.

17. "BUY AMERICAN" PROVISIONS:

- a. Federal regulations require that to the maximum extent possible, only domestic products be purchased consistent with the "Buy American" provisions of Public Law [PL 100-237] when purchasing commodities for the school lunch program. Therefore, bidder's offering product and/or product ingredients manufactured or grown in the United States may be given priority for usage under this proposal. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered or purchased. Awarded bidder will be required to provide information on products origin. Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program (SP-24-2016) (7 CFR 210.21(D) and 220.16 (D)).

18. PACKAGING:

- a. Cases and packages shall be constructed as to ensure safe and sanitary transportation to designated point(s) of delivery. All packaging material shall be FDA approved to meet all applicable State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

19. PEST CONTROL:

- a. The District reserves the right to request verifiable evidence of pest control treatment. Any product delivered must have an audit trail that clearly demonstrates appropriate handling and storage practices for food items and related products, this will include providing proof of established sanitation procedures and an active pest control program to assure proper information.

20. DELIVERY OF DAMAGED/ UNACCEPTABLE PRODUCTS:

- a. District reserves the right to request credit for damaged goods upon Nutrition Services' Employee inspection. District reserves the right to refuse complete shipments if there is any evidence of damaged product, product quality failure, including, but not limited to, off flavor, evidence of temperature abuse, character defects, non-uniformity of size, damage, mold, excessive moisture,. Damaged or dented goods/containers will not be accepted. Credit will be required on damaged or

unacceptable products. A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credit shall be issued within seven (7) calendar days. Continued shortages or substitutions will be grounds for termination of this agreement.

21. **KEYS:**

- a. The successful bidder may be provided gate key(s) for entry into specified school sites. Key holders shall immediately report any lost, missing, stolen or damaged keys to Nutrition Services. Key holders shall take measures to protect and safeguard any facility keys issued to them or in their name. Persons entering locked buildings or spaces are responsible for re-securing all doors. In the event that the facility key(s) are lost, stolen or damaged, all replacement key(s), re-keying of locks and any other related charges will be paid by the key holder per incident.

22. **REFERENCES:**

- a. Bidders shall list a minimum of three (3) references where bidder has successfully provided the similar type(s) of good and services to another public entity, district or firm at the similar size and scope as Hesperia Unified School District that has been or is currently being serviced by your company. All references shall include full district/ firm name, address, phone number, management contact, and description of work completed.

23. **LEGAL REQUIREMENTS:**

- a. It shall be the responsibility of the Bidder to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Bidder(s) will in no way be a cause for relief from responsibility.
- b. Bidder(s) doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

24. **GOVERNMENT STANDARDS:**

- a. All materials, equipment, and supplies provided to the District must fully comply with all safety requirements and all applicable OSHA Standards. Bidders shall comply with all local, state and federal regulations, directives and laws.

26. **INDEMNIFICATION/HOLD HARMLESS AGREEMENT:**

- a. Awarded Bidder shall, in addition to any other obligations to indemnify the District and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the District, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged.
 - i. Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Bidder, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them any of them may be liable in the performance of work; or
 - ii. Violation of law, statute, ordinance, governmental administration order, rule regulation, or infringement of patent rights by contractor in the performance of work; or
 - iii. Liens, claims, or actions made by the Bidder of any subcontractor or other parties performing the work.
- b. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the Bidder of any subcontractor under worker's compensation acts; disability benefit act, other employee benefit acts or any statutory bar.

- c. Any costs or expenses, including attorney's fees, incurred by the District to enforce this agreement shall be borne by the Bidder.

27. INSURANCE:

- a. Bidder must provide the District, within ten (10) days from the written notice of award of the contract, the following written proof of current coverage by the Bidder's insurance. The District Shall be named as an additional insured and shall be maintained during the life of the contract.

Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the District's Purchasing Department and approved prior to start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the District via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

- i. **Commercial General Liability:** Awarded Bidder (s) shall procure and maintain, for the life of the contract/agreement, Commercial Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of the contract/agreement. It must be an occurrence form policy. The following coverage's are required:
 1. Commercial General Liability: \$1,000,000 per occurrence and \$3,000,000 general aggregate for bodily injury, personal injury and property damage.
 2. Automobile Liability: \$1,000,000 combined Single Limit for owned, hired and non-owned auto.
- ii. **Professional Liability:** The awarded Bidder (s) shall procure and maintain Professional Liability Insurance for the life of this contract/agreement, plus two (2) years after the completion. This insurance shall provide coverage against such liability resulting from this contract/agreement. The minimum limits of coverage shall be \$1,000,000 with a deductible not to exceed \$5,000.00. The deductible shall be the responsibility of the insured. Professional Liability policies shall include an endorsement whereby the awarded Bidder holds harmless the District and each officer, agent and employee of the District against all claims, for personal injury or wrongful death or property damage arising out of the negligent performance or professional services or caused by an error, omission or negligent act of the awarded Bidder or anyone employed by the awarded Bidder. **This policy must be continued or tail coverage provided for two years after the date of completion of the contract/agreement.**
- iii. **Workers Compensation Insurance:** In accordance with the provisions of Section 3700 of the Labor Code, CONTRACTOR shall secure the payment of compensation to his employees. Contract shall sign and file with the DISTRICT upon award the enclosed certificate prior to performing the work under this contract.
 1. Statutory coverage in accordance with the laws of the State of California.
 2. Employer's Liability with limits of not less than \$1,000,000 bodily injury each employee/each accident. Policy limits \$1,000,000.

28. PUBLIC RECORDS LAW:

- a. All RFP documents or other materials submitted by the Bidder in response to this RFP will be open for inspection by any person and in accordance with California Statutes.

29. RIGHT TO AUDIT

- a. The District reserves the right to audit only the invoices and pricing index for Hesperia Unified School District, during the term of the contract and for one year following the end of the contract.

30. COST INCURRED IN RESPONDING:

- a. All costs incurred or indirectly related to the RFP preparation, representation or clarification shall be the sole responsibility of and borne by the Bidder. Bidder shall not include any such costs as part of the price as proposed in response to this RFP.

31. INDULGENCE:

- a. Indulgence by the District on any non-compliance by the Bidder does not constitute a waiver of any rights under this RFP.

32. ASSIGNMENT OF CONTRACT AND/OR PAYMENT:

- a. This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the Bidder without the written consent of the District.

The Bidder herein shall not assign payments under this contract or agreement without prior written consent of the District.

33. DISASTER CONTINGENCY PLAN:

- a. Copy of bidder's Disaster Contingency Plan required to be submitted with this RFP.

34. DISABLED VETERAN BUSINESS ENTERPRISES:

- a. Compliance with Disabled Veteran Business Enterprise ("DVBE") contracting goals may be required for this project. Minority, women and disabled veteran contractors are encouraged to submit proposals.

35. GOVERNING LAW:

- a. The final contract between Bidder and District shall be governed by California law.

36. CERTIFICATIONS

- a. The bidder shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.

The bidder shall comply with all applicable standards, orders, or regulations issued, including:

- b. **Clean Air and Water Act:** Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Clean Air and Water Certification. Contractor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) list of violation Facilities. The contractor will immediately notify the District of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
- c. **Environmental Protection Agency (EPA) regulations at Title 40, Code of Federal Regulations, Part 15, et seq.** (http://www.ecfr.gov/cgi-bin/text-idx?SID=9ed90ed8fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/40tab_02.tpl). Environmental violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the bidder agrees not to use a facility listed on the EPA's List of Violating Facilities
- d. **Debarment Certification**

The USDA Certification Regarding Debarment must accompany each subsequent two (2) additional one-year renewals (7 CFR Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.

e. **Lobbying**

The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7 CFR Part 3018) must accompany each renewal (7 CFR Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.

f. **Energy Policy and Conservation Act:** <http://legcounsel.house.gov/Comps/EPCA.pdf>.

The bidder shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

g. **Contract Work Hours and Safety Standards Act Compliance:**

<https://www.dol.gov/whd/govcontracts/cwhssa.htm>

In performance of this Bid, the bidder shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act

- END OF SECTION -

SPECIAL PROVISIONS

1. Nutrition Guidelines are based on current Federal and State guidelines and are subject to change during the term of the Contract.
2. A complete nutritional fact label for one (1) individual serving including all ingredients and major food allergens used on the preparation of the product will be required. Information regarding school meal pattern requirements met by each product must be provided with the RFP at opening. Products must specify zero grams of trans-fat per serving (Public law no. 111-296, Healthy, Hunger-Free Kids Act of 2010).
3. The District reserves the right to add or remove other dairy products as may be needed throughout the term of this contract. The District may add or remove site locations as necessary.
4. All deliveries are to be to the designated storage area at each school location (See Attachment "A") during the hours indicated on the list.
5. No deliveries are to be made during school holidays and vacations; and no delivery on Saturday and Sunday.
6. Delivery slips are required with every delivery, and each delivery slip must be signed by the Site Supervisor or their designee, and a copy shall be left at the individual schools.
7. The set-up of orders and delivery times may vary per school. Successful bidder(s) must work with the Nutrition Services Department and/ or school sites on both set-up and delivery.

8. The successful bidder(s), if requested, shall be responsible to provide on-site training to school personnel in proper food service handling techniques for dispensing your product.
9. The District reserves the right to inspect the plant and facilities of the Bidder prior to or after award of contract. The Bidder must display a valid County Health Department permit. **A recent health department report will be required to be submitted at the time of the RFP opening.**
10. The successful bidder must have a Hazard Analysis Critical Control Point Program (HACCP) for all areas of service and products including but not limited to; purchasing, receiving, holding, storage, transportation and delivery. All Bidders must provide copies of their HACCP certification records at the time of the RFP submission.
11. The storage, preparation, handling, and delivery of the food products shall comply with all applicable health and safety laws and regulations. The successful Bidder shall immediately notify the District in writing of any potential disease, illness, or recalls associated with the food product which stem from improper procedures or defective food product.
12. Products and packaging stated herein shall be produced under sanitary conditions; the plant shall meet sanitary requirements of Federal, State and City agencies.
13. Food delivered individually-portioned, packaged and labeled for sale must have an ingredient label which lists allergens, if any, and MSG. Packaging must include a tamper-proof seal.
14. If requested the bidder must provide the District with a sample container, wrap and/or packaging to be used. Product name and brand/ logo clearly displayed on the package.

Out of Date products are to be promptly removed and replaced as requested at no cost to the District.

REQUEST FOR PROPOSAL BID FORM

RFP # 21-008 NUTRITION SERVICES – DAIRY PRODUCTS

Name of Bidder: Driftwood Dairy, Inc.

To: **Hesperia Unified School District, acting by and through the Governing Board, herein Called the "DISTRICT."**

1. The undersigned bidder, having become familiarized with all the following documents including but not limited to the Introduction/ Background, Calendar of Events, Instructions and Conditions, Request for Proposal Bid Form, Request for Proposal Bid Form Price Sheet, Non-collusion Declaration, all insurance requirements, General Terms and Conditions, Technical Specifications, Certification regarding debarment, and all modifications, addenda and amendments, if any (hereinafter RFP Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

RFP No. 21-008 NUTRITION SERVICES – DAIRY PRODUCTS

All in strict conformity with the RFP Documents, including Addenda Nos. and/or Amendment Nos., on file at the office of the **Hesperia Unified School District** for the sums as set forth in this Request for Proposal Form.

2. It is understood that the DISTRICT reserves the right to reject any or all RFPs or to waive any irregularities or informalities in any RFPs or in the proposal process. Bidder agrees that this RFP shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the **Hesperia Unified School District** the Agreement and will also furnish and deliver to the **Hesperia Unified School District** certificates and endorsements of insurance, the Workers' Compensation Certificate, and any other required documentation, within five (5) working days of the notice of award of the contract.

4. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder stated below in Section 5.

5. The name(s) of all persons interested in the RFP as principals are as follows:

Name	Address	Phone/ Email
<u>John Dolan, VP Sales</u>	<u>10724 E Lower Azusa Rd. El Monte, Ca. 91734</u>	<u>(626) 444-9591 johnd@driftwooddairy.com</u>
<u>Greg Tortell, School Sales Manager</u>	<u>10724 E Lower Azusa Rd. El Monte, Ca. 91734</u>	<u>(626) 444-9591 gregt@driftwooddairy.com</u>

6. The bidder hereby warrants that the bidder has all appropriate licenses and permits to perform the work as specified in the RFP documents and that such licenses and permits will be in force and effect throughout the Agreement.

7. The bidder, whether manufacturer, supplier, distributor or retailer, hereby certifies that the products offered under this RFP have been approved for regular commercial use.

8. In submitting this RFP, the bidder offers and agrees that if the RFP is accepted, it will assign to the DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the RFP. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

9. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

10. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT that is sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work.

11. Time is of the essence. Bidder must ensure that orders are delivered/ received by the District in an acceptable amount of time.

12. The required non-collusion declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically nonresponsive.

13. The required Certification regarding debarment is attached and as required by Public Contract Code Section 6109. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically non-responsive.

Failure to complete the Request for Proposal Bid Form and Request for Proposal Bid Form Price Sheet in its entirety will render a bidder nonresponsive. If a vendor so chooses to not bid on an item, the vendor must write "No Bid" in the unit price.

14. Bid prices are to include delivery, F.O.B. Hesperia Unified School District, assembly, and any required installation.

15. List of References

Please provide references of school districts and/or any public agencies that bidder has contracted with to provide similar services.

1. Name: Los Angeles Unified School District
 Address and Telephone: 333 South Beaudry Avenue Los Angeles, CA 90017
213-241-1000
 Contact Person: Manish Singh
 Description of Work: Daily Delivery of Milk, Juice, Ice Cream and other products to all District sites.


2. Name West Covina Unified School District
 Address and Telephone: 1717 W Merced Ave. West Covina, Ca. 91790
(626) 939-4600 xt.4656
 Contact Person: Corina Ulloa

Description of Work: Daily Delivery of Milk, Juice, Ice Cream and other products to all District sites.

3. Name: Moreno Valley Unified School District
 Address and Telephone: 25634 Alessandro Blvd Moreno Valley, CA 92553
(951) 571-7500
 Contact Person: Carla Lyder
 Description of Work: Daily Delivery of Milk, Juice, Ice Cream and other products to all District sites.

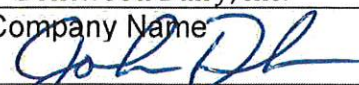
17. Acknowledgement of Addendums:

The Bidder acknowledges receipt of addendums to RFP # 21-008

Addenda Number	<u>1</u>					Initial Here
Date	<u>5/10</u>					

18. Certification by Bidder:

I hereby certify that I am able to commit the firm to the proposal submitted.

5/10/21
 Date
Driftwood Dairy, Inc.
 Company Name

 Authorized Signature
John Dolan
 Print Name
VP Sales
 Title
10724 E Lower Azusa Rd.
 Street Address
El Monte, Ca. 91734
 City State Zip Code

(626) 444-9591
 Telephone Number
(626) 575-3937
 Fax Number

If you are submitting a proposal as a corporation, please provide your corporate seal here:



HESPERIA UNIFIED SCHOOL DISTRICT

PURCHASING

15576 MAIN STREET, HESPERIA, CA 92345

PHONE (760)244-4411 ♦FAX (760) 244-0075

VIRGINIA GUTIERREZ
DIRECTOR, PURCHASING, FACILITIES
EXT: 7304
VIRGINIA.GUTIERREZ@HESPERIAUSD.ORG

SUNNY JOWERS
BUYER
EXT: 7297
SUNNY.JOWERS@HESPERIAUSD.ORG

JESSICA SWIERSTRA
ASST BUYER
EXT: 7286
JESSICA.SWIERSTRA@HESPERIAUSD.ORG

KARINA MURILLO
PURCHASING SPECIALIST
EXT: 7301
KARINA.MURILLO@HESPERIAUSD.ORG

MARYLOU CUSINO
FACILITIES ACCOUNTANT
EXT: 7308
MARYLOU.CUSINO@HESPERIAUSD.ORG

RFP# 21-008

NUTRITION SERVICES – DAIRY PRODUCTS

MAY 5, 2021

ADDENDUM ONE

Please incorporate the following revisions and/or clarifications into the Bid:

Question #1: Would the District be interested in bids on all product listed as "pouches" in a Carton?

Answer #1: Please reference page 28: Bid Form Price Sheet, which states:

"Product specifications are based on products and pack sizes currently in use. Alternate pack sizes may be accepted when pack size specified is not available. Some specific brands and specifications shown have been established by the District based on the District's research and expertise, popularity of the item, and/or brand name recognition. The District's Nutrition Services Department Director will be the sole judge as to whether such alternate or "equal" products are, in fact, substantially equal to the specifications set forth herein and whether such deviations are acceptable to the District."

All other terms & conditions remain unchanged.

- END OF ADDENDUM-

This Addendum must be signed & returned with your proposal.


Signature

5/10/21

Date

John Dolan
Print Name

VP Sales
Title

Driftwood Dairy, Inc.
Name of Company

CRITERIA FOR VENDOR SELECTION

RFP # 21-008 NUTRITION SERVICES – DAIRY PRODUCTS	MAXIMUM POINTS ALLOWED
COST OF PRODUCTS	40
VENDOR QUESTIONNAIRE/ RESPONSES	20
CAPABILITY TO MEET SERVICE EXPECTATIONS AND SPECIAL CONDITIONS	20
REFERENCES	20
TOTAL POINTS	100

VENDOR QUESTIONNAIRE AND EVALUATION CRITERIA

Proposals found to satisfy the minimum requirements will be evaluated against the questions shown on the vendor questionnaire. Pricing will be evaluated after all other factors have been scored.

In order to be found sufficiently qualified to propose in response to this RFP, answers to the Questionnaire must explain specifically how the vendor proposes to do business with the District during the term of the agreement. Evaluators will be inclined to give lower scores to vague, open-ended statements, such as “we will work with the District to provide the necessary products, goods or services.” Proposals that contain more clearly-defined, multifaceted, specific commitments and innovations is what the District is looking for and will be scored higher.

Complete the Vendor Questionnaire and Evaluation Criteria Form and submit with your proposal

FIRM NAME Driftwood Dairy, Inc. **DATE** 5/10/21

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**ATTACHMENT A
SITE LOCATIONS AND DELIVERY INFORMATION**

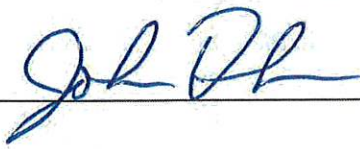
School Site	Delivery Address	Delivery Days	Delivery Times
Canyon Ridge High School	12850 Muscatel St. Hesperia, Ca 92345	M,T,W,T,F	6:00 AM - 11:00 AM
Carmel Elementary School	9321 Glendale Ave Hesperia Ca, 92345	M,T,W,T,F	7:00 AM - 11:00 AM
Cedar Middle School	13565 Cedar St. Hesperia, Ca 92345	M,T,W,T,F	6:00 AM - 11:00 AM
Cottonwood Elementary School	885 Cottonwood Ave. Hesperia, Ca 92345	M,T,W,T,F	6:00 AM - 11:00 AM
Cypress Elementary School	10365 Cypress Ave. Hesperia, Ca 92345	M,T,W,T,F	6:30 AM - 11:00 AM
Eucalyptus Elementary School	11224 10th Ave. Hesperia, Ca 92345	M,T,W,T,F	6:30 AM - 11:00 AM
Hesperia High School	9898 Maple Ave. Hesperia, Ca 92345	M,T,W,T,F	6:30 AM - 11:00 AM
Hesperia Jr High School	10275 Cypress Ave. Hesperia, Ca 92345	M,T,W,T,F	7:00 AM - 11:00 AM
Hollyvale Elementary School	11645 Hollyvale Ave. Hesperia, Ca 92345	M,T,W,T,F	6:00 AM - 11:00 AM
Joshua Circle Elementary School	10140 8th Ave. Hesperia, Ca 92345	M,T,W,T,F	6:00 AM - 11:00 AM
Juniper Elementary School	9400 I Ave. Hesperia, Ca 92345	M,T,W,T,F	7:30 AM - 11:00 AM
Kingston Elementary School	7473 Kingston Ave. Hesperia, Ca 92345	M,T,W,T,F	7:00 AM - 11:00 AM
Krystal Elementary School	17160 Krystal Drive Hesperia, Ca 92345	M,T,W,T,F	7:00 AM - 11:00 AM
Lime St. Elementary School	16852 Lime Street Hesperia, Ca 92345	M,T,W,T,F	7:30 AM - 11:00 AM
Maple Elementary School	10616 Maple Ave. Hesperia, Ca 92345	M,T,W,T,F	6:00 AM - 11:00 AM
Mesa Grande Elementary School	9172 Third Ave. Hesperia, Ca 92345	M,T,W,T,F	6:00 AM - 11:00 AM
Mesquite Trails Elementary School	13884 MESQUITE St. Hesperia, Ca 92345	M,T,W,T,F	6:00 AM - 11:00 AM
Mission Crest Elementary School	13065 Muscatel Street Hesperia, Ca 92345	M,T,W,T,F	6:15 AM - 11:00 AM
Mohave High School	16633 Lemon Street Hesperia, Ca 92345	M,T,W,T,F	6:00 AM - 11:00 AM
Oak Hills High School	7625 Cataba Road Hesperia, Ca 92345	M,T,W,T,F	6:00 AM - 11:00 AM
Ranchero Middle School	17607 Ranchero Road Hesperia, Ca 92345	M,T,W,T,F	6:00 AM - 11:00 AM
Sultana High School	17311 Sultana Street Hesperia, Ca 92345	M,T,W,T,F	6:00 AM - 11:00 AM
Topaz Elementary School	14110 Beech Street Hesperia, Ca 92345	M,T,W,T,F	6:10 AM - 11:00 AM

VENDOR QUESTIONNAIRE

QUESTION	YES	NO
<p>How many years has your company been in the food service business?</p> <p style="text-align: center;">ATTACHED</p>	n/a	n/a
<p>Do you offer online ordering? If yes, explain your online ordering system and lead time.</p> <p style="text-align: center;">ATTACHED</p>		
<p>Will you be able to meet the specified delivery days and hours? If not, please attach a proposed delivery schedule. See Attachment A for Delivery Information.</p> <p style="text-align: center;">ATTACHED</p>		
<p>Are products to be delivered in suitable trucks capable of maintaining proper temperature?</p> <p style="text-align: center;">ATTACHED</p>		
<p>Do you charge an additional fee to break a case? If yes, how much?</p> <p style="text-align: center;">ATTACHED</p>		
<p>Describe your procedure for pick up and issuing credit for unsatisfactory product?</p> <p style="text-align: center;">ATTACHED</p>	n/a	n/a
<p>Has your firm resigned or been replaced at the will of a district (s) within the last 18 months? If yes, please explain.</p> <p style="text-align: center;">ATTACHED</p>		
<p>What procedures do you have in place to fill emergency orders?</p> <p style="text-align: center;">ATTACHED</p>	n/a	n/a

<p>What procedures do you have in place for the District to cancel orders or to submit partial orders?</p> <p style="text-align: center;">ATTACHED</p>	<p>n/a</p>	<p>n/a</p>
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FIRM NAME Driftwood Dairy, Inc.

SIGNATURE 

NAME (PRINTED) John Dolan

TITLE VP Sales

PHONE # (626) 444-9591

E-MAIL ADDRESS johnd@driftwooddairy.com



DRIFTWOOD DAIRY, INC.

RFP # 21-008. NUTRITION SERVICES – DAIRY PRODUCTS
QUESTIONNAIRE

How many years has your company been in the food service business?

Driftwood Dairy has been in business of processing and delivering dairy products since 1920. Driftwood has been providing dairy products to School Districts since 1968 (53 years) and is proud to be the established leader in supplying milk to over 120 school districts in Southern California.

Do you offer online ordering? If yes, explain your online ordering system and lead time.

Yes. Driftwood Dairy offers online ordering. Our online ordering provides Managers an easy and efficient way to order, as well as adjust their orders as many times as needed up to the cutoff time. We can also provide customized ordering, such as standing orders, or an automatic order if a "no order" is seen. Driftwood and our customer service team will work with your district to set up ordering that works best for your districts' needs. Four dedicated customer service representatives (3 bilingual) as well as our customer relations director. Driftwood Dairy has a knowledgeable school customer service team that is available Monday through Friday by telephone, as well as the easy to use online ordering system. Driftwood Dairy also has a school based website that contains useful information, including nutritional and product information for ease of access by your district and its' cafeteria managers. Less than 1 day lead time for ordering.

Will you be able to meet the specified delivery days and hours? If not, please attach a proposed delivery schedule. See Attachment A for Delivery Information.

Yes. Driftwood Dairy will work with, and listen to the needs and requests of The District. Deliveries will be made within their requested delivery windows. If awarded this RFP, our transportation team is available if needed to drive by each site as to set a delivery route that is feasible and approved by the district, as well as the driver being familiar with the route upon opening deliveries. Driftwood will commit to meeting the specified delivery days and hours outlined in the RFP. Our drivers will adhere to the instructions of each site manager in their preferences on how their orders are delivered, as approved by the district.

Hesperia USD's delivery schedules are already set up in the Driftwood Dairy system as we have provided service for many years to the district. This includes the school name, address, contact information, phone numbers, delivery schedules and route number.

Are products to be delivered in suitable trucks capable of maintaining proper temperature?

Yes. Driftwood's modern fleet of well-maintained, fuel efficient refrigerated delivery trucks is suited to the small, quick product drops that schools require. Because of the number of schools that it serves, Driftwood has been able to optimize its delivery routes to minimize distribution cost for all of its school district customers. Driftwood employs a world-class fleet of 105 fuel efficient combination bobtail trucks with rear and side lifts that meet or

exceed current California environmental requirements, and an industry-leading information technology platform with vehicle and temperature tracking systems in place. Trucks are cleaned after each use and double checks for cleanliness are made before each delivery cycle, as well as an in house mechanic truck shop. Drivers carry hand truck to accommodate any type of delivery situation.

Do you charge an additional fee to break a case? If yes, how much?

No.

Describe your procedure for pick up and issuing credit for unsatisfactory product?

In a scenario where product may be deemed unsatisfactory, Driftwood will kindly pick up the product and a credit will be issued either by the driver, our credit department or our School Sales Manager.

Has your firm resigned or been replaced at the will of a district (s) within the last 18 months? If yes, please explain.

No. Driftwood has not resigned or been replaced by the will of any district in the last 18 months.

What procedures do you have in place to fill emergency orders?

Once contact from district had been made, every effort will be made to accommodate a same day emergency delivery. If driver shorts a site, he will be instructed to return to site once shortage has been discovered, or we may send another driver who may be in close proximity to accommodate. Please contact customer service during business hours, or transportation during non-business hours. All contact information has been attached. Driftwood will kindly deliver with no charge for an emergency delivery.

What procedures do you have in place for the District to cancel orders or to submit partial orders?

Driftwood's online ordering system allows managers to change, modify or cancel their deliveries as many times as needed up to the cutoff time. If special instructions or detailed explanations are needed, our customer service team is available as well. Contact information has been attached. Driftwood Dairy customer service team will kindly make every effort to meet the special needs of your managers and cafeterias.

California Department of Education
PRU 11

Nutrition Services Division
April 2019

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for participants or respondents in primary covered transactions:


- A. The participant or respondent certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- B. Where the participant or respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Driftwood Dairy, Inc.

 Participant or Respondent Company Name Award Number, Contract Number, or Project Name

John Dolan, VP Sales

 Name(s) and Title(s) of Authorized Representatives



 Signature(s) Date 5/10/21

California Department of Education
PRU 12

Procurement Resources Unit
March 2019

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

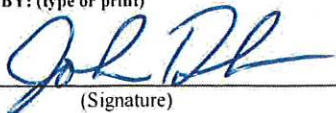
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: Driftwood Dairy, Inc.

Street address: 10724 E Lower Azusa Rd.

City, State, Zip: El Monte, Ca. 91734

CERTIFIED BY: (type or print)

TITLE: 
(Signature)

5/10/21
(Date)

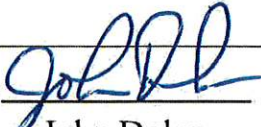
John Dolan, VP Sales

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

<p>1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee N/A f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award N/A</p>	<p>3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report N/A</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: N/A Congressional District, if known:</p>		<p>If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known:</p>
<p>6. Federal Department/Agency: N/A</p>	<p>7. Federal Program Name/Description: N/A CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known: N/A</p>	<p>9. Award Amount, if known: N/A \$</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): N/A</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature:  Print Name: <u>John Dolan</u> Title: <u>VP Sales</u> Telephone No.: <u>(626) 444-9591</u> Date: <u>5/10/21</u></p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

(FORM MUST BE SUBMITTED WITH THE PROPOSAL)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC §2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.


The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is not identified on the DGS list of ineligible businesses or persons and that the bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three - year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and Federal ID Number if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is not on the current DGS list of persons engaged in investment activities in Iran and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed) Driftwood Dairy, Inc.	Federal ID Number (or n/a) 95-1589727
By (Authorized Signature) 	
Print Name and Title of Person Signing John Dolan, VP Sales	Date Executed 5/10/21

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.


Vendor Name/Financial Institution (printed)	Federal ID Number (or n/a)
By (Authorized Signature)	
Print Name and Title of Person Signing	Date Executed

-End of Section -

ALCOHOL AND TOBACCO-FREE SCHOOL POLICY
(FORM MUST BE SUBMITTED WITH THE PROPOSAL)

In the interest of public health, the Hesperia Unified School District provides an alcohol and tobacco-free environment. Smoking or the use of any tobacco products and/or alcoholic beverages are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of the Alcohol and Tobacco-Free School Policy and hereby certify that my employees and I will adhere to the requirements of the policy.

Driftwood Dairy, Inc.
Name of Contractor

Signature
5/10/21
Date

DRUG-FREE WORKPLACE CERTIFICATION
(FORM MUST BE SUBMITTED WITH THE PROPOSAL)

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) Establishing a drug-free awareness program to inform employees about all of the following:

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

c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I

further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Driftwood Dairy, Inc.

NAME OF CONTRACTOR



Signature

John Dolan

Print Name

VP Sales

Title

5/10/21

Date

CONTRACTORS CERTIFICATE REGARDING WORKERS' COMPENSATION
(FORM MUST BE SUBMITTED WITH THE PROPOSAL)

I hereby affirm, under penalty of perjury, one of the following declarations:

I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided by Section 3700 of the Labor Code, for the duration of any business activities conducted for which this license is issued.

I have and will maintain workers' compensation insurance, as required by Labor Code Section 3700, for the duration of any business activities conducted for which this license is issued.

My workers' compensation insurance and policy number are:

Carrier 16535

Policy Number WC983521207

I am exempt from the requirement to obtain workers' compensation insurance under California Business and Professions Code Section 7125(b).

You must check only one of the following boxes:

I do not employ anyone in the manner subject to the workers' compensation laws of California

I am an out-of-state contractor, and I do not hire employees who reside in California. (You must provide a certificate of insurance from your workers' compensation insurance carrier.)

I certify that in the performance of any business activities for which this license is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall comply with the provisions of Labor Code Section 3700.

Company Name Driftwood Dairy, Inc.

Print Name John Dolan, VP Sales Date 5/10/21

Signature 

Warning: Failure to secure workers' compensation coverage is unlawful, and shall subject an employer to criminal penalties and civil fines up to \$100,000, in addition to the cost of compensation, damages, interest, and attorney's fees, as provided in Labor Code Section 3706.

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. 18201 Von Karman, Suite 200 Irvine CA 92612 License#: 0726293	CONTACT NAME: Arthur J. Gallagher & Co. PHONE (A/C, No, Ext): 949-349-9800 E-MAIL ADDRESS: OCcertificaterequest@ajg.com	FAX (A/C, No): 949-349-9962
	INSURER(S) AFFORDING COVERAGE	
INSURED Driftwood Dairy, Inc. 10724 E. Lower Asuza Rd El Monte, CA 91732	INSURER A : Zurich American Insurance Company NAIC # 16535	
	INSURER B : Nationwide Agribusiness Insurance Co 28223	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

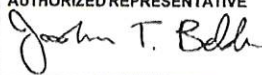
COVERAGES **CERTIFICATE NUMBER: 1884276015** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP125783B	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			CPP125783B	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded. \$ 1,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC983521207	3/1/2021	3/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Work performed by the named insured as required per written contract with respects to Hesperia Unified School District

CERTIFICATE HOLDER **CANCELLATION**

Hesperia Unified School District 15576 Main St. Hesperia CA 92345	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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NON-COLLUSION DECLARATION

(To Be Executed By Bidder and Submitted With PROPOSAL)

I, John Dolan, declare as follows:

That I am the VP Sales of Driftwood Dairy, Inc. the party making the attached RFP; that the attached RFP is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the RFP is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham RFP, or that anyone shall refrain from Bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the RFP are true; and further, that the Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham RFP.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 10 day of May, 20 21, at El Monte, California

By: 

Name: John Dolan

Title: VP Sales

Authority: Public Contract Code 7106



SBE/MBE/WBE Utilization Commitment Policy - Utilization Plan
Driftwood Dairy is a small Business Enterprise.

Driftwood Dairy has a total of 240 employees. The NAICS Definition for our establishment is 311511 Fluid Milk Manufacturing. In referencing the size standards as defined at <https://www.sba.gov/federal-contracting/contracting-guide/basic-requirements>, for our NAICS Definition, the size standard is 1000 employees. Based on the data, Driftwood Dairy meets the United States Small Business Administration's size standards for a Small Business Enterprise.

Driftwood Dairy, Inc. has a long history of supporting businesses owned by minority, women and disadvantaged individuals, including small businesses. This Small Business Enterprise (SBE) – Minority and Women Business Enterprise (MWBE) Policy seeks to foster participation by small and minority and women owned businesses in providing goods and services to Driftwood Dairy, Inc. This Policy seeks to promote full and fair opportunities for SBE's and MWBE's certified by entity and recognized by Driftwood Dairy, Inc., and whose place of business is located in the dairy's strategic market area and/or supply chain. The intent of the SBE-MWBE Program is to provide full and fair opportunities for equal participation by small, minority, and women owned business in procurement opportunities. The criteria used to set a SBE-MWBE purchase or contract shall include business capacity, business availability, nature of contract, past experiences in similar contracts, price competitiveness, quality, service and vendor support.



LOS ANGELES UNIFIED SCHOOL DISTRICT
SMALL BUSINESS ENTERPRISE PROGRAM

AUSTIN BEUTNER
Superintendent of Schools



JUDITH REECE
Chief Procurement Officer

MARK HOVATTER
Chief Facilities Executive

YVETTE MERRIMAN-GARRETT
Director of Contracts Administration and
Procurement Services

LORENA PADILLA-MELENDZ
Director of Community Relations and Small
Business

03/22/2021

DRIFTWOOD DAIRY
10724 EAST LOWER AZUSA ROAD
EL MONTE, CA 91731

Re: Los Angeles Unified School District Certification Application

Dear Vendor,

Thank you for submitting your certification application to the Los Angeles Unified School District (LAUSD) for the following:

Small Business Enterprise

Based on the information that was provided, your company has been approved for the following:

Certification type	NAICS Code (if applicable)	Start Date	Expiry Date
Small Business Enterprise	311991	03/22/2021	03/22/2024

LAUSD is pleased to issue this certificate subject to the following conditions:

In order for your participation to be counted as a Small Business, Micro Business, or Disabled Veteran Business Enterprise, you must maintain a current certification with LAUSD. Prior to the expiration date referenced above, you must reapply for certification with LAUSD by visiting the Supplier Portal at <https://vendors.lausd.net>.

LAUSD reserves the right to withdraw this certification if at any time it is determined that certification was obtained by knowingly providing false or misleading information. LAUSD reserves the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, LAUSD may, at its sole discretion, disqualify said firm from participation in any LAUSD contract for a period of up to five years.

If there are any changes in your status that may impact your certification, you are required to notify the LAUSD Small Business Program office immediately at (213) 241-1340 or Vendor Services at (562) 654-9404. For your reference, and to assist in researching your certification inquiries, your reference number is 900007265.

Sincerely,

Lorena Padilla-Melendez
Director of Community Relations and Small Business

QUICK REFERENCE CARDS FOR USDA “ALL FOODS SOLD IN SCHOOLS” STANDARDS

USDA recently published practical, science-based nutrition standards for snack foods and beverages sold to children at school during the school day. The standards, required by the Healthy, Hunger-Free Kids Act of 2010, will allow schools to offer healthier snack foods to children, while limiting junk food.

The health of today's school environment continues to improve. Students across the country are now offered healthier school lunches with more fruits, vegetables and whole grains. The Smart Snacks in School standards will build on those healthy advancements and ensure that kids are only offered tasty and nutritious foods during the school day.

Smart Snacks in School also support efforts by school food service staff, school administrators, teachers, parents and the school community, all working hard to instill healthy habits in students.



Recall Procedures (SOP)

I. SCOPE

A. Sales/Marketing, Purchasing, Production

II. PURPOSE

The purpose of this policy is to provide guidelines for the expeditious and orderly handling of a product recall. A product recall once initiated and classified, will assure that the product in question may be contained and eliminate any risk to the end consumer.

To contain and remove any and all suspect product from the boundaries of human consumption. This will entail the specific day code(s) of product to be removed from stock, and market. An accounting of all products in question will be tracked to assure an effective/total recall was achieved.

III. GUIDELINES

A. Recall Coordinator is: Eddie Rodriguez, Quality Assurance Manager

B. Contact at: (626) 527-3651

Back up contact is: Alan Nikols

Contact at: (626) 527-3621

It is the responsibility of the Recall Coordinator to properly assess the requirement. He will notify individuals from the list below as necessary to initiate, follow-through and complete the recall procedure.

Mr. Son Gno, CEO is kept apprised on all aspects of any recall.

1 .Recall staff includes:

Sales/Marketing - Customer Service

Raw Materials Quality Control

Production-Process Control-Quality Control

B. Definitions:

Class I Recall

1a. An emergency situation in which there is a reasonable probability that the use of, or exposure to, the product may cause an imminent health hazard.

Class II Recall

a. A situation in which the use of, or exposure to, a product might result in the remote possibility of serious health consequences.



Class III Recall

a. A situation in which the use of, or exposure to, the product is unlikely to cause adverse health consequences. An example would be under-fills.

Market Withdrawal

a. A situation in which there is no F.D.A. violation.

Stock Recovery

a. Retrieval of product, which remains under the complete control of Driftwood Dairy regardless of the severity of the problem.

Termination of Recall

a. Is declared when recall initiator (either a regulatory agency or, in the case of a self-initiated recall, Driftwood Dairy) is satisfied that all product has been successfully controlled and/or recovered.

C. Procedure

1. Determine the severity of the problem and recall classification.

Monitor customer complaints.

Receive complaint about a product from regulatory agency.

2. Notify FDA and appropriate state agencies (State of California, Department of Food & Agriculture) of possible recall problem. Provide the following information.

Reason for action and date first discovered.

Total amount of product produced (see Tracking Worksheet)

Total amount of product in distribution channels (see Tracking Worksheet)

Distribution information.

3. Coordinate the Recall Staff

Sales/Marketing - Customer Service - Issue stop shipment order, arrange pick up and replacement of recalled product.

Raw Materials Quality Control - Collect and review raw product records, ingredients used, and involve supplier, if necessary.

Production-Process Control- QC - Collect and review processing records, determine all codes of products involved, work with QC on correction and prevention, review lab records, schedule production for replacement.

4. Conduct an in-depth investigation of the situation:

Document all information until completion of the recall.



Evaluate all complaints related to problem product.

Determine manufacturing or quality control corrections to prevent or eliminate the problem.

Determine distribution and codes of replacement

Communicate appropriate information to:

Internal personnel

Customers, Consumers (via publicity)

Determine disposition of product in question

Evaluate effectiveness of recall procedure. Recommend modifications to recall program. Collect and/or document all pertinent records, correspondence, telephone logs, analytical data, meetings, production information, etc.

Declare termination of recall by virtue of memo to Sales/Marketing, Quality Control and Production. Outline solution to eliminate the recurrence of problem.

Mock Recalls

A validation exercise known as a "mock recall" is to be performed every year. Recall will need to be performed;

Using a raw material traced to finished product(s).

On a finished product to the first point of distribution.

In order for the mock recall to be deemed successful, it must be completed in less than 4 hours and 99- 101% of all the material must be recovered or accounted for.

Date: January 1, 2021

*Driftwood Dairy, Inc.
Quality Assurance*

Driftwood Dairy
10724 E. Lower Azusa Road
El, Monte CA. 91731

Food Security and Bio-Terrorism Letter

January 1, 2021

With growing concerns that terrorists may target the food supply, Driftwood Dairy is continuing to implement controls to ensure the security of the finished goods that we manufacture for distribution to our customers. We realize the critical role that our suppliers play in safeguarding the integrity of Driftwood Products. We understand that our suppliers take seriously the role they have always played in food safety and security.

We realize that the potential for harmful agents to be introduced through the food supply is heightened today and we need to take additional measures to ensure the security of our products and avoid risks to school district employees. Therefore Driftwood Dairy requires that our vendors review their food security program and that the program takes into consideration the following:

- Vendor qualification procedures are in place and these procedures require suppliers to have a food security program.
- Ingredients and Packaging materials are shipped in tamper evident carriers. The container and materials are inspected and documented upon receipt to assure that tamper evidence is intact.
- Contamination prevention procedures are in place, including chemical control, quality system procedures controlling contamination prevention during storage and processing within the manufacturing facility and the evaluation of air, steam and water for purity.
- Facility is equipped with self-locking doors, security fencing, site monitoring, visitor registration, employee badges, supervisor training are in place to prevent unauthorized entry.
- Ensuring that the above guidelines apply to Third Party Warehousing and Carrier Services.

Please submit a letter stating that your food security program meets or exceeds the above standards. If for some reason your program cannot meet one or more requirement, please describe specific controls in place that ensure that an adequate food security program is in place.

If additional requirements in the food security program are mandated in the future as necessary to national bio-security, we would appreciate your prompt updates assuring full compliance in meeting the current Bio-Terrorism Act standards.

Thank you,



Driftwood Dairy



Driftwood Dairy
HACCP, Safety Plan, Storage and Sanitation

Driftwood's food safety plan is designed to keep products safe, clean, fresh and wholesome. The program safeguards all of Driftwood's products and manages all aspects of the supply chain from source to final delivery. Driftwood is an accredited Interstate Milk Shipper, has received a score of excellent for third party inspections and has passed all independent customer inspection audits. The Company tests all water, ice, ingredients and packaging used to process and package products. Driftwood's El Monte facility is secure and meets all requirements to prevent bio terrorism.

All ingredient and packaging suppliers are required to provide goods which meet regulatory requirements, are within specification for the product and are manufactured and delivered using Good Manufacturing Practices or "GMPs" (as this term is generally defined by the U.S. Food and Drug Administration). Driftwood's suppliers are nationally and internationally accredited. All suppliers are required to provide a continuing commodity guarantee. The Company also requires its suppliers to provide a certification of inspection from independent third party inspection firms such as A.I.B. or H.E. Randolph and Associates. Upon receiving, and prior to use in any of our products, ingredients are inspected and tested by Driftwood.

All of Driftwood's milk is rBST free and received fresh daily from local farmers who are regulated and inspected regularly by the California Department of Food and Agriculture. Driftwood requires all of its farmer shippers to maintain an accredited Interstate Milk Shipping certificate. After milk arrives at Driftwood, it is subjected to a battery of stringent tests by the Company's quality control/quality assurance team. It is then tested for temperature, flavor, odor, antibiotics, butterfat, solids non fat, standard plate count, coli and titratable acidity (a measurement of spoilage). Only after the milk passes all of these stringent requirements is it pumped into Driftwood's milk silos by the Company's milk receivers, who are licensed by the California Department of Food and Agriculture to perform this task. Once stored, milk is maintained at less than 40° and monitored with automatic temperature recorders until it is pasteurized.

The Company's manufacturing operations are tightly regulated by numerous federal, state and county agencies. Driftwood meets FDA, USDA and California Department of Food and Agriculture accreditation requirements, which include inspection and certification of the Company's Hazard Analysis and Critical Control Points ("HACCP") plan, Pasteurized Milk Shipper Processor guidelines and GMP guidelines. All products are strictly monitored during processing and packaging using automated recording devices. Equipment, programs, products and processing procedures are reviewed monthly, quarterly and annually by Driftwood. The Company maintains representative samples of all products produced until the end of code life. At the end of the code date stamped on the carton, the product is again tested for odor, appearance and, most importantly, sensory impact by various lab, plant and sales personnel. After packaging,



Driftwood products are stored in a refrigerated warehouse at 38°. Delivery is accomplished by Driftwood's modern, fuel-efficient fleet of refrigerated trucks which have automated recording devices to monitor temperature. Once on the truck, the product is maintained at 35° and tracked via GPS which pings location and temperature readings every three minutes. The Company's drivers are subjected to an extensive background investigation prior to being hired.

Driftwood is in compliance with FDA bioterrorism regulation 306 (promulgated under the Bio Terrorism Act of 2002) which requires facilities that manufacture, process, pack or hold food for consumption in the United States, to maintain records which document the use of all packaging, components and ingredients for the manufacturing of a finished product as well as all relevant records in the distribution of a finished product. Driftwood has implemented a comprehensive program to track all finished products and the components used in manufactured products through each step of the supply chain and distribution channel (in essence, from farm to customer). Below are descriptions of key elements of Driftwood's product tracking.

- All inbound farm milk is tested and recorded into Driftwood's quality assurance software program, QA Studio, which provides traceability to the specific producer.
- All ingredients in a product are recorded on batching sheets, which provide traceability of all batched products and the components used to produce them. Specific information for each component, such as lot number, supplier and the amount used, are recorded on the batch record. All batch records are time and date specific.
- The processing/pasteurizing of each batch is traceable by calibrated and inspected recording devices. The records from these devices are retained and inspected by regulatory agencies. These legal records provide the basis for tracking each product and include the date, time, temperature, amount processed and storage location of all pasteurized products during the packaging process.
- Each package is marked with a lot number or package code with which it can be tracked. Codes identify the specifics of the packaging process including packaging line and packaging lane as well as time and date of packaging.
- As product is loaded onto trucks for delivery, the package codes are recorded on the load sheet for all products on the route. Drivers are responsible for recording the package codes on each customer's invoice for all of the products delivered to that customer. The invoice, including this information is then used in determining what package codes each individual customer has received as well as the relevant date, time, route number, temperature, and driver. The product temperature is also monitored and recorded throughout the entire delivery process through Driftwood's route management software.

The dairy industry is one of the most regulated and inspected of all food processing sectors. All aspects of the supply chain from farm to delivery are reviewed annually.



Driftwood's facility, processes, equipment, testing parameters and employee practices are inspected and reviewed monthly.

Daily testing of packaging, ingredients and finished products and facility includes:

- Microbial Testing – Daily, 48 Hour Stress, 7 Days after Packaging and End of Code
- SPC – Standard Plate Count – Broad Spectrum Bacteria
- Coliform – E. Coli
- Yeast and Mold – Juice Products
- Antibiotic Testing – Test for all broad spectrum antibiotics
- Listeria – Facility floors, drains and refrigerated storage facilities
- Air Quality – Yeast and Mold
- ATP Testing – Fast test method which determines cleanliness of food contact surfaces
- Water Quality – Water samples are tested for chemicals, bacteria and yeast/mold. Water sampling test are completed by a state-approved third party laboratory
- Phosphatase Test – Test to ensure all products are pasteurized
- Homogenization Efficiency Test – Insure all products are fully homogenized
- Component Testing – Test to determine butter fat, solids not fat and total solids
- Organoleptic – Flavoring and texture testing of finished products and ingredients

Regulatory Oversight

- Milk HACCP – FDA
- Juice HACCP – FDA
- Water Quality – CDFA
- PMO (Pasteurized Milk Ordinance) – CDFA, FDA, USDA
- Weights and Measures – California Department of Weights and Measures
- US Government Inspection – Federal Contractor Inspection for military contracts
- Workplace Safety – Cal OSHA
- Wastewater Discharge – Los Angeles County Sanitation District ("LACSD")
- Stormwater Discharge – Los Angeles County Stormwater Authority ("LACSA")
- Air Quality Impact – Air Quality Management District ("AQMD")

Accredited and Bonded Providers

- Siliker Laboratories – Third party product testing
- Eco Lab – Pest Control
- Shepard Bros. – Cleaning and wastewater treatment chemicals
- ESS Systems – Automated alarms for fire, refrigeration failure and security
- Global Shield Security Inc. – Third party security including facility access control



January 1, 2021

Disaster Preparedness Plan

Driftwood Dairy understands that our school facilities will require attention and service in a Force Majeure event, disaster or worker strike. We pledge that our school customers will receive priority attention if a disaster occurs. Driftwood Dairy partners with other California dairies for such an occasion, so that the greatest possibility for fulfilling the District's needs are met.

In the event of disaster, please contact our Customer Service Department, at (800) 864-6455. Otherwise, any time, day or night, call one of the cellular numbers listed below:

Name	Office	Cellular
Jeff Dolan, Transportation Director	626-527-3626	626-926-6761
Carlos Rivas, School Transportation Supervisor	626-527-3679	626-625-8553
Leo Magana, School Transportation Manager	626-527-3679	626-926-4350
Drifty Nightline	626-444-4528	

Driftwood Dairy
10724 E. Lower Azusa Road
El Monte, CA. 91731
626-800-864-6455 Customer Service
626-575-3937 Fax



Mérieux NutriSciences Certification LLC
 111 E. Wacker Dr., Ste 2300
 Chicago, IL 60601
 USA

Certificate Of Registration

Driftwood Dairy, Inc.

10724 E. Lower Azusa Road
 El Monte, California, UNITED STATES, 91731

is registered as meeting the requirements of the

SQF Code for Manufacturing Edition 8.1

**Certified HACCP Based Food Safety Plans
 Comprehensive Quality Management System**

Certification Details:

Date of Decision: Jun 25, 2020
 Date of Audit: May 21, 2020
 Certificate Number: 642566

Date of Expiry: May 15, 2021
 Date of Next Audit: Mar 1, 2021
 Audit Type: Re-Certification

Registration Schedule:

Scope of Registration (Food Sector Categories and Products)

- 10. Dairy Food Processing : dairy mixes
- 10. Dairy Food Processing : flavored milk
- 10. Dairy Food Processing : heavy cream
- 10. Dairy Food Processing : milk
- 16. Ice, Drink, Beverage Processing : apple juice
- 16. Ice, Drink, Beverage Processing : fruit flavored drinks
- 16. Ice, Drink, Beverage Processing : orange juice



Tom Spoden

James Meece

Authorized By

Issuing Office

BASE PRICE REPORT (Current)

Effective Date: 03/01/2022

PRODUCT #	DESCRIPTION	PRICE
10040	WHOLE MILK 1/2 PT ECO	0.3750
10110	WHOLE MILK 10 OZ PL	0.5829
10140	WHOLE MILK 12 OZ PL	0.7014
10150	WHOLE MILK PT PL	0.8525
10252	WHOLE MILK QUART	2.0616
10300	WHOLE MILK HG PL	2.7218
10350	WHOLE MILK GAL PL	4.9387
10440	WHOLE MILK 6 GAL DISP	28.4448
11000	2% RED FAT 4 OZ ECO	0.2259
11040	2% RED FAT 1/2 PT ECO	0.3650
11110	2% RED FAT 10 OZ PL	0.5706
11150	2% RED FAT PT PL	0.8331
11252	2% RED FAT QUART	1.9586
11300	2% RED FAT HG PL	2.6455
11330	2% RED FAT HG LACT FREE	4.0710
11350	2% RED FAT GAL PL	4.7913
11440	2% RED FAT 6 GAL DISP	27.5159
12049	NONFAT 1/2 PT ECO	0.2835
12051	NONFAT LACTAID 1/2 PT PP	0.6500
12252	NONFAT QUART	1.7061
12300	NONFAT HG PL	2.2389
12311	NONFAT HG LACTOSE FREE	4.0710
12350	NONFAT GAL PL	4.0093
12440	NONFAT 6 GAL DISP	22.4293
13035	1% LOWFAT 6 OZ ECO DW	0.2465
13040	1% LOWFAT 1/2 PT ECO	0.2863
13051	1% LOWFAT UHT 27/8 OZ CS	11.5000
13085	1% LOWFAT 8 OZ ROUND PL	0.4480
13090	1% LOWFAT 1/2 PT POUCH	0.2763
13250	1% LOWFAT QT PP	1.8391
13300	1% LOWFAT HG PL	2.6154
13330	1% LOWFAT HG LACTAID	4.0710
13350	1% LOWFAT GAL PL	4.7487
15040	CHOC LOWFAT 1/2 PT ECO	0.3444
15110	CHOC LOWFAT 10 OZ PL	0.5654
15150	CHOC LOWFAT PT PL	0.8246
15250	CHOC LOWFAT QT ESL PL	1.9447
15300	CHOC LOWFAT HG PL	2.5267
15440	CHOC LOWFAT 6 GAL DISP	30.4753
16040	CHOC NONFAT 1/2 PT ECO	0.2492
16051	MOO CNF UHT CS 27/8 OZ	11.7500
16085	CHOC NONFAT 8 OZ ROUND PL	0.4114
16090	CHOC NONFAT 1/2 PT POUCH	0.2392
16140	CHOC NONFAT 12 OZ PL	0.6270
19040	STRAW SPLASH 1/2 PT ECO	0.2529
21001	H&H DW CREAMER 400/3/8 OZ.	13.3377
21180	HALF & HALF PINT PP DW	1.6088
21251	HALF & HALF QUART ESL	2.5446

BASE PRICE REPORT (Current)

Effective Date: 03/01/2022

PRODUCT #	DESCRIPTION	PRICE
23310	CREAM HEAVY HG PL	8.6754
25000	ORG JU 4 OZ ECO DW	0.1445
25030	ORG JUICE 4 OZ FOIL POUCH	0.1345
25035	ORG JUICE 6 OZ ECO	0.2113
25040	ORG JUICE 1/2 PT ECO	0.2590
25085	*ORG JU LABELED 1/2PT ROUND	0.4055
25140	*ORG JUICE 12 OZ PL	0.5745
25150	*ORANGE JUICE PINT PLASTIC	0.6921
25300	ORG JUICE HG PL	2.0933
25350	ORG JUICE Gal plastic	4.1061
26000	APPLE JUICE 4 OZ ECO	0.1380
26030	APPLE JU 4 OZ FOIL POUCH	0.1280
26035	APPLE JU 6 OZ ECO	0.1949
26040	APPLE JUICE 1/2 PT. ECO	0.2440
27000	WILDBERRY JUICE 4 OZ ECO	0.1380
27030	WILDBERRY JU 4 OZ FOIL POUCH	0.1280
27035	WILDBERRY JU 6 OZ ECO	0.2006
27040	WILDBERRY JUICE 1/2 PT ECO	0.2440
28300	100% JUICE PUNCH 4 OZ ECO	0.1380
28340	100% JUICE PUNCH 1/2PT ECO	0.2440
29001	APPLE JUICE UHT 40/125 ML.	8.7934
29005	GOLD RUSH JUICE UHT 40/125ML.	9.1434
29010	POWER PUNCH 40/125 ML	8.6134
33250	EGG NOG QT ESL	3.4900
33320	MIX VAN Soft Serve HG	3.4939
33340	MIX CHOC SHAKE HG PL	3.4034
35350	**PUNCH GAL PL	1.8860
36360	**LEMON-LIME PUNCH GAL PL	1.7448
38345	**CITRUS PUNCH GAL RV	2.0754
38350	**TAMPICO CITRUS GAL	2.5866
38360	** TAMPICO MANGO GAL	2.5866
38392	**TAMPICO PEACH GAL	2.5866
45701	*WATER 1/2 LITER (24 COUNT)	5.1657
45710	*WATER 8 oz. (28 COUNT)	5.4560
45711	*WATER 12 oz (24 COUNT)	4.8718
45751	**WATER GL CASE(6)	8.6408
45760	*HORCHATA ORIG PINT PET	0.6934
45809	SILK SOY PLAIN HG	5.2431
45876	SOY MILK VAN 18/8 OZ	13.5000
45880	ALMOND MILK VAN 18/8OZ	16.3279
45885	ALMOND MILK VAN 6/59 OZ	17.2500
47002	DARIGOLD 1% CHOC 14oz	1.2135
47004	DARIGOLD 1% STRAW 14 OZ	1.2135
50001	BUTTERMILK 1/2 PT	0.3756
50005	BUTTERMILK QUART PAPER	1.1635
50009	BUTTERMILK 1/2 GAL PP	2.2493
50201	COT CHEESE CASE 32/4 OZ	24.0995
50220	COT CHEESE 1/2 PT	1.2192

BASE PRICE REPORT (Current)

Effective Date: 03/01/2022

PRODUCT #	DESCRIPTION	PRICE
50221	COT CH. 1/2 PT PINEAPPLE	1.2128
50222	COT CHEESE 1/2 PT LOW FAT	1.1402
50250	COT CHEESE PINT	2.5185
50252	COT CHEESE PT LOWFAT	2.3840
50270	COT CHEESE QUART	4.7603
50290	COT CHEESE 5#	11.4542
50292	COT CHEESE LOWFAT 5#	10.9375
50420	SOUR CREAM 1/2 PT	0.9176
50450	SOUR CREAM PINT	1.7337
50490	SOUR CREAM 5#	7.6473
50495	SOUR CREAM DW 32#	47.1144
52023	GOGURT STRAW 96/2.0 OZ	33.7400
52032	YOPLAIT GO BIG 48/4OZ	19.0080
52034	YOPLAIT HORCHATA 48/4 OZ	12.7880
52101	DANNON Straw/Banana 48/4oz	12.0000
52102	DANNON YOG STRAW 48/4oz	12.0000
52180	GREEK YOG BLUE 24/4 OZ.	14.6053
52181	GREEK YOG STRAW 24/4 OZ.	14.6053
52183	GREEK YOG VAN. 24/4 OZ.	14.6053
52201	TRIX YOG CHERRY (48/4oz)	15.1880
52202	TRIX YOG Straw/Banana 48/4oz	15.1880
52211	UPSTATE NF YOG STRAW 48/4 OZ.	15.6205
52212	UPSTATE NF VAN 48/4 OZ.	15.6205
52311	Yoplait BLUE 12/6oz case	8.5839
52314	Yoplait BOYSENBERRY Cs/12/6 OZ	8.5839
52370	Yoplait PEACH 12/6oz case	8.5839
52390	Yoplait STRAW 12/6oz case	8.5839
52422	YOGURT 1/2 PT CHERRY VANILLA	0.6173
52470	YOGURT 1/2 PT PEACH	0.6173
52490	YOGURT 1/2 PT STRAWBERRY	0.6173
52492	YOGURT 1/2 PT STR/BAN	0.6573
52495	YOGURT 1/2 PT VANILLA	0.6573
52590	UPSTATE YOG CS 12/8 OZ STRAW	6.6478
52705	YOG GREEK VAN 6/QTS	23.1330
52707	YOGURT QUART NONFAT PLAIN	2.7500
52770	YOGURT QUART PEACH	2.7500
52790	YOGURT QUART STRAWBERRY	2.7500
52795	YOGURT QUART VANILLA	2.7500
52800	UPSTATE NF YOG VAN CS 4/5#	24.7500
52804	PARFAIT PRO STRAW CS 6/4#	33.4910
52805	PARFAIT PRO VAN CS 6/4#	33.4910
52810	GREEK NF VAN YOGURT 4/5#	38.5550
52932	YOGURT 32# STRAW	37.1305
52935	YOGURT 32# VANILLA LOWFAT	39.9105
55050	CASE BUTTER SOLID (30/LB)	121.5732
55051	CASE BUTTER SOLID 36/1 LB	129.2800
57011	MARG SMART BAL CUPS NTF 600/5	30.7407
57114	MARGARINE SOFT TUB 4.75#	6.3285

BASE PRICE REPORT (Current)

Effective Date: 03/01/2022

PRODUCT #	DESCRIPTION	PRICE
59110	LARGE DZ EGGS	2.8868
59210	LARGE LOOSE 15 DZ EGGS	41.0513
59220	IN SHELL PAST. EGGS 15 DOZ.	51.1763
59424	EGGS DRY PK HARD BOIL 48/2CT	31.0000
59700	POTATO SALAD #9 RISVOLD	13.7445
59701	MACARONI 9# SALAD RISVOLD	13.7445
59702	COLE SLAW 8# RISVOLD	13.2636
60170	AMER PROC SL (120 CUT) 5#	13.5919
60180	AMER PROC SL (160 CUT) 5#	16.1419
60501	CREAM CHEESE (100/1oz) CUPS	17.7000
60504	LITE CREAM CH. (100/1oz) CUPS	17.7000
60550	CREAM CHEESE WHIP CASE 2/4#	35.6370
62200	CHEDDAR MILD 5#	15.1969
62210	CHEDDAR SHREDDED 5#	13.9544
62220	CHED BLEND FANCY SHRED 5#	15.0613
62300	CHEDDAR SHARP 10#	35.6400
62310	CHEDDAR*VERMONT WHT SHRP #10.73	76.3394
62500	CHEDDAR MILD #43.77	104.9748
64110	SWISS PROCESSED SLICED 5#	14.4669
64120	SWISS GRUYERE 5.36#	46.3788
64300	SWISS DOMESTIC CASINO 7.04#	31.1621
64600	CHEESE SHRED MONT JACK 5#	14.5388
64605	PEPPER JACK SHRED 5#	10.8919
64610	PEPPER JACK #5.39 CHEESE	17.9721
64650	MONT JACK 10.00# CHEESE	31.1088
64700	CHEESE MONT JACK 43.48#	115.3938
66120	PARM SHREDDED 5#	18.2794
66121	PARM BELLGIOSO SHRED 5#	26.8669
66122	PARMESAN SHAVED 5#	26.7419
66130	CHEESE PARM. BLEND GR. 5 #	14.0294
66140	CHEESE PARMESN PREM GT 5#	14.3419
66150	CHEESE GRATED ROMANO 5#	14.3419
66210	PARMESAN CLEAR WHEEL 18.23 #	92.8683
66500	STRING CH. MOZZ. 1 OZ. (96 CT)	20.7083
66501	*168 CT*MOZZ STRING CH 1 OZ	49.3117
66510	MOZZARELLA 16 OZ	3.7333
66516	FRESH MOZZARELLA (8/1 LB LOGS)	36.0970
66530	MOZZARELLA SHREDDED 5#	14.3288
66540	MOZZARELLA 6.04#	15.7003
68110	CHEESE CRUMBLE BLEU 5 #	20.5381
68120	DOMESTIC BLUE 6.33#CHEESE	29.8505
68125	IMPORTED DANISH BLUE 6.20# CHEES	42.2516
68132	JARLSBERG CHEESE 22.89# WHEEL	199.9381
68140	PROVOLONE 11.81# CHEESE	34.6095
68151	RICOTTA 5# CHEESE	10.0409
68160	CHEESE MASCARPONE 5#	19.5669
68170	CHEESE MASCARPONE 20#	75.6675
68200	GOAT 11 OZ CHEESE	4.7042

BASE PRICE REPORT (Current)

Effective Date: 03/01/2022

PRODUCT #	DESCRIPTION	PRICE
68210	GOAT CHEESE 4 LB TUB	34.3360
68215	BRIE CHEESE 2.0 #	13.1979
68219	FETA CRUMBLLED 2.5 #	10.5347
68221	FETA CRUMBLLED 5#	17.1606
68223	DOMESTIC FETA 9# CHEESE	32.5741
68225	QUESO FRESCO 12#	42.9705
68540	CHEESE GORGONZOLA 6.40#	28.8724
68550	CHEESE HOLLAND GOUDA 10.32#	61.9069
71001	DW IMIT CREAMER 3/8 400CT	9.5802
71002	IRISH CREAM 1/2oz (288 CT)	22.2404
71003	FRENCH VAN Creamer 1/2oz(288 CT)	22.6004
71005	HAZELNUT CREAMER 1/2 OZ 288CT	22.6004
71203	French Vanilla Quart creamer	4.2057
71233	DW ND CREAMER (BLUE) BOX/12 QT	15.7930
71235	DW ND CREAMER BOX 6/HG	16.2930
71705	DF WHIP DESSERT TOP 15 OZ CAN	3.2745
74100	BLUE CHEESE DRESS 1 GAL RTU	18.5270
74102	RANCH DRESSING -BUTTERMILK 1 GAL	18.5233
74105	ITALIAN OIL & VIN DRESS GAL	13.8533
74505	CORN TORTILLAS 6" (24/1 DZ CASE)	22.4272
74510	FLOUR TORTILLAS 6" (24/1 DZ CASE)	28.3242
80417	IC 3 GAL BUTTER PECAN	26.7810
80425	IC 3 GAL CHOCOLATE	25.8635
80431	IC 3 GAL COFFEE	25.8635
80440	IC 3 GAL FRENCH VANILLA	25.8635
80460	IC 3 GAL MINT CHIP	25.8635
80461	IC 3 GAL MOCHA FUDGE	26.7810
80485	IC 3 GAL ROCKY ROAD	25.8635
80488	IC 3 GAL SPUMONI	28.3135
80490	IC 3 GAL STRAWBERRY	25.8635
80493	IC 3 GAL STRAW CHEESECAKE	26.7810
80495	IC 3 GAL VANILLA	25.8635
86025	IM 3 OZ CHOC PLASTC BOX (24)	7.9335
86090	IM 3 OZ STRAW PLASTIC BOX (24)	7.9335
86095	IM 3 OZ VANILLA PLASTIC BOX (24)	7.9335
86101	IC 3 OZ. VAN BOX/24	11.0735
86102	IC 3 OZ. CHOC BOX/24	11.0735
86103	IC 3 OZ. STRAW BOX/24	11.0735
86120	SHERBET ORANGE 3 OZ./24	10.5014
86121	SHERBET RASP. 3 OZ./24 CT.	10.5014
86122	SHERBET LIME 3 OZ./24 CT.	10.5014
86123	SHERBET PINE. 3 OZ./24 CT.	10.5014
86152	HOLIDAY CUP J&J (96CT/40Z)	32.7190
86157	SORBET 4.4oz LIMECS/96	32.7190
86166	SORBET 4.4oz ORANGE CS/96	32.7190
86182	SORBET 4.4 OZ. BLUE RASP CS/96	32.7190
86189	HAPPY BDAY SHAPE UPS 4.4 OZ 96CT	32.7190
86195	FRUIT PEARL WILDBERRY 48/1.94 OZ	19.5252

BASE PRICE REPORT (Current)

Effective Date: 03/01/2022

PRODUCT #	DESCRIPTION	PRICE
86627	STRAW JUICE BAR 100% 48 CT.	15.1370
86628	SOUR CHERRY JU BAR 100% 48 CT.	15.1370
86629	TROP BLEND JU BAR 100% 48 CT.	15.1370
86890	SIDEKICK BLUE RASP/LEM 84/4.4oz	35.3532
86891	SIDEKICK STRAW/MANGO 84/4.4oz	35.3532
86892	SIDEKICK KIWI-STRAW (84/4.4 oz)	35.3532
86894	HOLIDAY CUP SIDEKI (84CT/4.4 OZ)	35.3532
86906	W/F JUI CUPS OR-PINE CH 96/4.4oz	33.1660
86907	WF JUICE CUP BERRY-LEM 96/4.4 OZ	33.1660
86908	SORBET 4.4OZ SOUR WATEMELON 96CS	33.1660
86931	100% WF SH UP BERRY 72/3 OZ	29.1545
86932	100% WF SH UP CHERRY 72/3 OZ	29.1545
86942	100% WF SH UPS 100/2 OZ CHERRY	23.7607
91060	VANILLA SAND LF 3OZ 24CT	9.2214
91062	CRUMBLE COOKIE CONE LF 3OZ 24CT	10.5414
91064	POLAR POLE-RAINBOW 2.75OZ 24CT	9.1405
91066	SOUR CYCLONE 3.75OZ 24CT	9.9444
91068	STRAW SHORTCAKE LF 3OZ 24CT	8.2614
91070	SOUR CHERRY BAR 2.5OZ 24 CT	6.4195
91072	FUDGE FRENZY BAR 2.5 OZ 24CT	7.0495

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

16. 22/23-2008 - PURCHASE PRICES FOR STUDENT MEALS WITH DOMINO'S PIZZA

RECOMMENDATION

The Board of Education is requested to approve the purchase prices with Domino's Pizza to provide smart slice pizza for our student nutrition program during the 2022-23 school year.

Rationale:

Approval of these purchasing prices will allow the Food Services department to purchase Domino's "Smart Slice" pizza to provide exciting and Healthy, Hunger Free Kids Act of 2010 (HHFKA-2010) compliant meals to our elementary school students.

Background:

Domino's Pizza has provided the District's fresh HHFKA-2010 since the 2017-2018 school year. The company provides great customer service and high quality products with comparable prices. The District will continue to use this vendor for the 2022-2023 school year.

Budget Implication (\$ Amount):

The Food Service Department purchased approximately \$81,486 worth of goods from Domino's Pizza during the 2021-2022 school year, and anticipates 2022-23 school year budget needs will be \$75,000.

Legal References:

Education Code 42647 states that the Board of Education shall approve all purchase and payment.

Additional Information:

A copy of the agreement is attached.

ATTACHMENTS

- [Domino's Pizza Agmt. SY 22-23.pdf](#)



Attn: Ken Singleton – Director of Nutrition Services

We look forward to partnering with Monrovia School District in servicing your schools for the 2022-2023 school year. The above pricing summary will remain in effect for the school year.

Our increased food, labor, supply chain and PPE (for Covid-19) increases are the determining factors in the above pricing adjustment for the upcoming school year. The updated pricing is in line with the CPI year over year from 2021 of 7.5% from the current pricing agreement and the projected food price increases over the 2022-23 school year looking forward as provided by our supply chain analysts and purchasing group. (Source:

https://www.bls.gov/regions/west/news-release/consumerpriceindex_losanageles.htm.)

Thank you for your consideration, we appreciate your business and look forward to continuing our partnership.

Please let me know if you have any questions.

Thank you,

Michael Sfreddo
West Region Account Manager
Domino's Pizza Smart Slice- School Lunch Team
714-328-6217
Michael.Sfreddo@dominos.com





The Commitment by Domino's Brand to Food Safety

When students enter your lunch line, you want to make sure you're serving them high quality food that has been handled safely.

The Domino's Brand is raising the bar on its commitment to food safety. Here's a snapshot of what the Brand is doing to ensure the high quality and safety of all food delivered to your school:

Food Safety Starts at the Farm

Food safety starts before ingredients even reach Domino's stores. That's why we hold suppliers and agricultural partners to high standards, following globally-recognized food safety guidelines.

Traceable Sourcing

Domino's supply chain knows where our ingredients are sourced from farm to store. If there's ever a food safety concern tied to a supply partner location, we can quickly identify whether our food is affected, notify stores to stop using impacted product, and change sourcing.

Delivery Approach

Only trained Domino's personnel deliver food from Domino's stores to your school. That means your pizzas should be hot and just the way you ordered them.

Food Safety Certification and Store Evaluations

The Brand has partnered with third-party food safety experts to provide enhanced food safety training and certification, and to conduct evaluations in all Domino's stores.



PRODUCT FORMULATION STATEMENT: MEAT/MA

Product Name: 14" Whole Grain (16 oz.) LM Cheese Pizza - 8 Cut Code No: 11412
 1 pizza/ 8 slices
 per pizza/ 4.76
 oz. per slice

Manufacturer: Domino's Pizza LLC Case/Pack/Count/Portion/Size: _____

I. Meat/Meat Alternate

Please fill out the chart below to determine the creditable amount of Meat/Meat Alternate

Description of Creditable Ingredients per Food Buying Guide	Ounces per Raw Portion of Creditable Ingredient	Multiply	Food Buying Guide Yield	Creditable Amount*
Cheese, Lite Mozzarella	2.00	X	1	2.00
		X		
		X		
A. Total Creditable Amount¹				2.00

*Creditable Amount – Multiply ounces per raw portion of creditable ingredient by the Food Buying Guide yield.

Total weight (per portion) of product as purchased 4.76 oz. / 135.01 g

Total creditable amount of product (per portion) 2.00 oz.
 (Reminder: Total creditable amount cannot count for more than the total weight of product.)

I certify that the above information is true and correct and that a 4.76 ounce serving of the above product (ready for serving) contains 2.00 ounces of equivalent meat/meat alternate when prepared according to directions.

SIGNATURE

Brand Manager- Smart Slice

TITLE

James Zimmer

PRINTED NAME

1/18/2021

DATE

PHONE

NUMBER: 800-810-6633



PRODUCT FORMULATION STATEMENT: GRAINS/BREADS

Product Name: 14" Whole Grain (16oz) LM Cheese Pizza – 8 Cut

Code No: 11412

Case Weight and Pack/Count: 1 Pizza = 8 Slices

Total weight (grams or ounces) of one ready to eat serving of product: 1 slice = 135.01 gr = 4.76 oz

List the exact types and weights of each enriched and/or whole grain meal, flour, bran or germ per product serving:

51% White Whole Wheat Flour, 16.86 grams per slice

49% Enriched Wheat Flour, 16.19 grams per slice

Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G, Group H or Group I. (*Different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16grams creditable grain per oz eq; Group H uses the standard of 28grams creditable grain per oz eq; and Group I is reported by volume or weight.*)

Indicate to which Exhibit A Group (A-I) the Product Belongs: **B**

I certify that the above information is true and correct and that one (specify serving weight)

ready to eat serving of the specified product contains

serving(s) of Grains/Breads* for the USDA Child Nutrition Programs.

4.76 oz/ 135.01g

2.00

SIGNATURE

Brand Manager- Smart Slice

TITLE

James Zimmer

PRINTED NAME

1/18/2021

DATE

PHONE

NUMBER: 800-810-6633



Domino's Pizza LLC
 30 Frank Lloyd Wright Dr.
 P.O. Box 997
 Ann Arbor, MI 48106-0997

(11413) 14" Whole Grain (16oz.) RF/RS Pepperoni Pizza - 8 Cut

Number of Servings: 8 (135.01 g per serving)

Weight: 1080.12 g

Amount	Measure	Ingredient	Comments
0.10	oz	Corn Meal:	
16.00	oz	Formula - Smart Slice Whole Wheat Dough	2.00 Grains
6.00	oz	Sauce, Pizza RTU-WCS:X	1/8 Fruit/Veggie Alternate
14.00	oz	Cheese, Lite Mozzarella:	1.75 Meat/Meat Alternate
2.00	oz	Pepperoni, Reduced Fat & Sodium:	0.25 Meat/Meat Alternate

Nutrition Facts	
8 servings per container	
Serving size	1 (135g)
Amount per serving	
Calories	260
	% Daily Value*
Total Fat 9g	12%
Saturated Fat 4g	20%
Trans Fat 0g	
Cholesterol 20mg	7%
Sodium 490mg	21%
Total Carbohydrate 28g	10%
Dietary Fiber 3g	11%
Total Sugars 3g	
Includes 1g Added Sugars	2%
Protein 20g	
Vitamin D 0mcg	0%
Calcium 479mg	35%
Iron 2mg	10%
Potassium 464mg	10%
*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.	
Calories per gram: Fat 9 • Carbohydrate 4 • Protein 4	

Allergens: Contains Milk, Soy, Wheat.

Ingredients: Formula - Smart Slice Whole Wheat Dough (FLOUR (WHOLE WHEAT FLOUR, ENRICHED FLOUR [WHEAT FLOUR, NIACIN, REDUCED IRON, THIAMINE MONONITRATE, RIBOFLAVIN, FOLIC ACID]), WATER, SOYBEAN OIL, CONTAINS 2% OR LESS OF THE FOLLOWING: VITAL WHEAT GLUTEN SUGAR, SALT, WHEY, MALTODEXTRIN, DEXTROSE, DOUGH CONDITIONERS (SODIUM STEAROYL LACTYLATE, ENZYME, CALCIUM SULFATE, ASCORBIC ACID, CALCIUM PHOSPHATE, L-CYSTEINE), YEAST CONTAINS: MILK, SOY, WHEAT), Lite Mozzarella Cheese Lite Mozzarella Cheese (Pasteurized Skim Milk, Salt, Cheese Cultures, Enzymes), Nonfat Milk, Modified Food Starch*, Vegetable Oil* (Applied to Surface), Potassium Chloride*, Flavor*, Sodium Citrate*, Sodium Propionate (Added As A Preservative), Vitamin A Palmitate. * Ingredients not in Regular Mozzarella Cheese., Pizza Sauce Tomato Puree (Water, Tomato Paste), Sugar, Salt, Spices, Garlic, Soybean Oil, and Citric Acid, School Lunch Pepperoni, RF/RS Pork, Beef, Water, *Textured Vegetable Protein Product [Soy Protein Concentrate, Zinc Oxide, Niacinamide, Ferrous Sulfate, Copper Gluconate, Vitamin A Palmitate, Calcium Pantothenate, Thiamine Mononitrate (B1), Pyridoxine Hydrochloride (B6), Riboflavin (B2), Cyanocobalamin (B12)], Salt, Contains 2% or Less of the following: Spices, Dextrose, Lactic Acid Starter Culture, Oleoresin of Paprika, Flavorings, Sodium Nitrite, Citric Acid. *Ingredient not found in regular pepperoni., Corn Meal Yellow Corn, Niacin, Iron, Thiamin, Riboflavin, Folic Acid.

Notes:

The pizza listed above, when made with approved Domino's ingredients, will provide the nutritional composition as indicated. Information may vary slightly depending on location and supplier base.

Domino's Pizza - Quality Assurance



PRODUCT FORMULATION STATEMENT: GRAINS/BREADS

Product Name: 14" Whole Grain (16oz) RF/ RS Pepperoni Pizza – 8 Cut

Code No: 11413

Case Weight and Pack/Count: 1 Pizza = 8 Slices

Total weight (grams or ounces) of one ready to eat serving of product: 1 slice = 135.01 gr = 4.76 oz

List the exact types and weights of each enriched and/or whole grain meal, flour, bran or germ per product serving:

51% White Whole Wheat Flour, 16.86 grams per slice

49% Enriched Wheat Flour, 16.19 grams per slice

Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G, Group H or Group I. (*Different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16grams creditable grain per oz eq; Group H uses the standard of 28grams creditable grain per oz eq; and Group I is reported by volume or weight.*)

Indicate to which Exhibit A Group (A-I) the Product Belongs: **B**

I certify that the above information is true and correct and that one (specify serving weight) 4.76 oz/ 135.01g ready to eat serving of the specified product contains 2.00 serving(s) of Grains/Breads* for the USDA Child Nutrition Programs.

SIGNATURE

Brand Mgr – Smart Slice

TITLE

James Zimmer

PRINTED NAME

1/18/2021

DATE

PHONE

NUMBER: 800-810-6633



Domino's Pizza LLC
 30 Frank Lloyd Wright Dr.
 P.O. Box 997
 Ann Arbor, MI 48106-0997

(11412) 14" Whole Grain (16oz.) LM Cheese Pizza - 8 Cut

Number of Servings: 8 (135.01 g per serving)
 Weight: 1080.12 g

Amount	Measure	Ingredient	Comments
0.10	oz	Corn Meal:	
16.00	oz	Formula - Smart Slice Whole Wheat Dough	2.00 Grains
6.00	oz	Sauce, Pizza RTU-WCS:X	1/8 Fruit/Veggie Alternate
16.00	oz	Cheese, Lite Mozzarella:	2.00 Meat/Meat Alternate

Nutrition Facts	
8 servings per container	
Serving size	1 (135g)
Amount per serving	
Calories	240
	% Daily Value*
Total Fat 8g	10%
Saturated Fat 3.5g	18%
Trans Fat 0g	
Cholesterol 15mg	5%
Sodium 460mg	20%
Total Carbohydrate 28g	10%
Dietary Fiber 3g	11%
Total Sugars 3g	
Includes 1g Added Sugars	2%
Protein 21g	
Vitamin D 0mcg	0%
Calcium 540mg	40%
Iron 2mg	10%
Potassium 348mg	8%
*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.	
Calories per gram: Fat 9 • Carbohydrate 4 • Protein 4	

Allergens: Contains Milk, Soy, Wheat.

Ingredients: Formula - Smart Slice Whole Wheat Dough (FLOUR (WHOLE WHEAT FLOUR, ENRICHED FLOUR [WHEAT FLOUR, NIACIN, REDUCED IRON, THIAMINE MONONITRATE, RIBOFLAVIN, FOLIC ACID]), WATER, SOYBEAN OIL, CONTAINS 2% OR LESS OF THE FOLLOWING: VITAL WHEAT GLUTEN SUGAR, SALT, WHEY, MALTODEXTRIN, DEXTROSE, DOUGH CONDITIONERS (SODIUM STEAROYL LACTYLATE, ENZYME, CALCIUM SULFATE, ASCORBIC ACID, CALCIUM PHOSPHATE, L-CYSTEINE), YEAST CONTAINS: MILK, SOY, WHEAT), Lite Mozzarella Cheese Lite Mozzarella Cheese (Pasteurized Skim Milk, Salt, Cheese Cultures, Enzymes), Nonfat Milk, Modified Food Starch*, Vegetable Oil* (Applied to Surface), Potassium Chloride*, Flavor*, Sodium Citrate*, Sodium Propionate (Added As A Preservative), Vitamin A Palmitate. * Ingredients not in Regular Mozzarella Cheese., Pizza Sauce Tomato Puree (Water, Tomato Paste), Sugar, Salt, Spices, Garlic, Soybean Oil, and Citric Acid, Corn Meal Yellow Corn, Niacin, Iron, Thiamin, Riboflavin, Folic Acid.

Notes:

The pizza listed above, when made with approved Domino's ingredients, will provide the nutritional composition as indicated. Information may vary slightly depending on location and supplier base.

Domino's Pizza - Quality Assurance



PRODUCT FORMULATION STATEMENT: MEAT/MA

Product Name: 14" Whole Grain (16 oz.) RF/ RS Pepperoni Pizza- 8 Cut Code No: 11413
 Manufacturer: Domino's Pizza LLC Case/Pack/Count/Portion/Size: 1 pizza/ 8 slices per pizza/ 4.76 oz. per slice

I. Meat/Meat Alternate

Please fill out the chart below to determine the creditable amount of Meat/Meat Alternate

Description of Creditable Ingredients per Food Buying Guide	Ounces per Raw Portion of Creditable Ingredient	Multiply	Food Buying Guide Yield	Creditable Amount*
Cheese, Lite Mozzarella	1.75	X	1	1.75
Pepperoni, RF/ RS	0.25	X	1	0.25
A. Total Creditable Amount¹				2.00

*Creditable Amount – Multiply ounces per raw portion of creditable ingredient by the Food Buying Guide yield.

Total weight (per portion) of product as purchased 4.76 oz. / 135.01 g

Total creditable amount of product (per portion) 2.00 oz.

(Reminder: Total creditable amount cannot count for more than the total weight of product.)

I certify that the above information is true and correct and that a 4.76 ounce serving of the above product (ready for serving) contains 2.00 ounces of equivalent meat/meat alternate when prepared according to directions.

 Brand Manager- Smart Slice
 SIGNATURE TITLE

James Zimmer 1/18/2021
 PRINTED NAME DATE

PHONE NUMBER: 800-810-6633



January 15, 2020

RE: Allergen(s): Peanuts, Peanut Oil, Tree Nuts, and Eggs

To Whom It May Concern:

There are no peanuts, peanut oils, tree nuts or eggs in our pizza crusts, pizza sauce, pizza cheese or pizza toppings. Eggs are present in blue cheese, ranch dressings/sauces, garlic parmesan sauce, Chocolate Lava Crunch Cakes, Marbled Cookie Brownies and dipped chocolate cookies.

Domino's stores are only allowed to purchase products from approved suppliers. More information can be found at:

<https://order.dominos.com/en/pages/content/nutritional/allergen-info.jsp>.

Some products are manufactured in facilities that also handle peanuts and tree nuts. In these instances, approved suppliers use facilities which are GFSI and HARPC certified and follow strict allergen control procedures to reduce the potential for allergen cross-contact. Finished product is shipped to Domino's stores in clearly marked, pre-packaged containers.

While stores are trained to do their best at preventing cross-contact between items, all Domino's pizzas and menu items are prepared in common kitchens within the stores; and even as clean as they are kept, there may be trace amounts of allergens present. Therefore, we cannot guarantee that pizzas and menu items made at Domino's store locations are entirely allergen free.

Sincerely,

A handwritten signature in black ink that reads "Steve Lutes".

Steve Lutes
VP Global QA & Health/Safety



January 15, 2020

RE: USDA NSLP Buy American Provision

To Whom It May Concern:

We are proud to comply with the NSLP Buy American provision, requiring 51% of all finished products to consist of agricultural commodities that were grown and processed domestically. Domino's Smart Slice uses pizza sauce made from 100% California Tomatoes. All our pizza cheese is produced domestically, using milk from American dairy farmers. And while seasonal crop variation may result in some Canadian content, our crust is made with primarily domestic flour.

Sincerely,

A handwritten signature in black ink that reads "Steve Lutes". The signature is written in a cursive style.

Steve Lutes
VP Global QA & Health/Safety



January 10, 2020

RE: Leprino Foods Statement Regarding Rennet/Chymax/Enzymes:

Domino's
30 Frank Lloyd Wright Drive
Ann Arbor, MI 48105

TO WHOM IT MAY CONCERN:

This is to clarify questions concerning Leprino Foods Dairy Products Company products. Apart from the milk used, no other ingredients of animal origin are used. The enzyme used for our products is a microbial fermentation ingredient that is approved by the FDA. It is **not** an animal (beef or pork) derived rennet.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mike Cureton'.

Mike Cureton
Vice President of Global Quality

MC/rmc

Information contained herein is confidential and proprietary information of Leprino Foods Company. All rights reserved, and any transfer or disclosure of this material is prohibited without written consent of Leprino Foods Company. Use of this information by any other persons or companies is prohibited.
This document expires one year from the above date



January 15, 2020

RE: Domino's Pizza LLC | Food Safety Modernization Act Compliance

To Whom It May Concern:

The Domino's Pizza LLC ("Domino's") Supply Chain Centers strive to achieve the highest Food Safety and Quality Standards in the industry by complying with laws and regulations relating to food safety. This letter provides the information regarding the Food Safety Modernization Act ("FSMA") and the Final Rule 21CFR 117 – Current Good Manufacturing Practices and Hazard Analysis and Risk-Based Preventive Controls for Human Food.

Domino's Supply Chain centers have implemented Hazard Analysis and Critical Control Point ("HACCP") programs and meet Food Safety Modernization Act ("FSMA") requirements. The Supply Chain centers are audited 2-3 times a year by the internal audit team to verify the on-going compliance to the food safety programs. All the Supply Chain Centers are registered with the Food and Drug Administration ("FDA") and have gone through preventive control audits by the FDA to verify compliance with the FSMA.

For more information regarding FSMA you can visit:

<https://www.federalregister.gov/documents/2016/08/24/2016-20176/the-food-and-drug-administration-food-safety-modernization-act-extension-and-clarification-of>

If you have any question relating to Domino's Supply Chain Center compliance with FSMA, please contact me at 734-930-4476.

Sincerely,

A handwritten signature in black ink that reads "Steve Lutes". The signature is written in a cursive, slightly slanted style.

Steve Lutes
VP Global QA & Health/Safety



January 15, 2020

RE: Domino's Food Safety | HACCP Letter

To Whom It May Concern:

Domino's Pizza LLC strives to achieve the highest food safety and quality standards in the industry and requires all suppliers to do the same. This is by following a "three prong approach" that includes our supplier base, Domino's Supply Chain Centers and Domino's pizza stores.

In order for our suppliers to achieve and maintain approved status, they are required to supply Domino's Pizza LLC documentation to confirm Third Party certification of their Food Safety System and evidence of compliance to Domino's Supplier Expectation Manual, which outlines the requirements for all relevant food safety and quality parameters. Third party certification shall include Global Food Safety Initiative (GFSI) or equivalent Third Party GMP/Food Safety Audits, including HACCP and/or HARPC programs which are included within the previously mentioned standards.

Domino's Supply Chain Centers have implemented HACCP programs and the sites are audited 2-3 times a year. Domino's pizza stores also adhere to strict written product handling requirements as well as temperature and time guidelines as outlined in the FDA Code. Each store also receives at least one audit each year to ensure their practices are aligned to the expectations, regulations and other requirements established as part of the Domino's brand expectations.

If the above stated Domino's Pizza LLC Standards are not met, stores are subject to immediate corrective actions or termination of business enforced.

If you have any questions regarding these documents I can be reached at 734-930-4476.

Sincerely,

A handwritten signature in black ink that reads "Steve Lutes".

Steve Lutes
VP Global QA & Health/Safety



Domino's Smart Slice

Product Handling Guidelines

Hot Holding Procedures:

- Dough must proof and could be used as cold as 45 degrees and as warm as 70 and can be out for up to 10 hours. Sauce needs to be used at room temp, but does not exceed 8 hours at room temp.
- The product is baked at 450 degrees for 7 minutes and to a minimum temperature of 190 degrees
- We can mark the boxes with the time the product comes out of the oven
- The product is delivered within 30 minutes

Reheating Procedures:

- Do not reheat Domino's Smart Slice products. They are intended only to be served freshly baked from the oven.
- Do not serve Domino's Smart Slice products past the 30-minute window from delivery time.
- Do not serve Domino's Smart Slice products once they have fallen below 140 degrees.



January 15, 2020

RE: L-cysteine in our products

To Whom It May Concern:

The L-cysteine and enzymes in all our dough and crust varieties are microbial and/or vegetable sourced. We do not source these ingredients from animal sources. Our dough does contain sweet dairy whey, which is a derivative from Cows Milk. Our Gluten Free Crust does not contain L- cysteine or any of the 8 FDA recognized allergens, including milk. While there is no animal by-product (other than whey) in any of our crusts, we do have products in our stores which contain them (such as pepperoni and cheese). We make all our products in the same kitchens; and even as clean as we keep them, there may be those items present. Therefore, we cannot guarantee that pizzas made are entirely free from animal by-product.

Sincerely,

A handwritten signature in black ink that reads "Steve Lutes". The signature is written in a cursive style.

Steve Lutes
VP Global QA & Health/Safety



Menu Labeling: Nutritional Analysis Accuracy

Domino's Pizza Quality Assurance uses the industry standard Genesis R&D SQL Nutritional Software to generate nutrition facts for Menu Labeling. The software sold by Esha Research, Inc. Salem, Oregon has been providing the world with the most accurate and up-to-date nutrient data and software packages for over 25 years. The software is widely used by Food Manufacturers and Food Service companies that need to comply with nutritional labeling. The software is also recognized by USDA and FDA.

Domino's Pizza Quality Assurance uses the software to automatically generate the nutrition facts panel using Domino's Pizza menu item builds. Domino's Pizza Quality Assurance uses only Approved Suppliers who are required to provide 100 grams ingredient nutrition analysis which are used to develop the nutrition facts panel.

Statement from ESHA Research

Esha has been in the nutrition software business for over 25 years and are considered the industry leader by many companies in many fields; from educational facilities to 87 of last year's fortune 100 food manufacturers from consultants to 19 of 21 of last year's top fast food restaurant chains.

Esha validates all data we receive with mathematical calculations to assure accuracy, some of the main points for review

Esha and Genesis R&D SQL general info:

- *Used by 87 of last year's fortune 100 manufacturers*
- *Used by the 19 out of the 21 of the largest Fast Food restaurant chains*
- *Recognized by USDA and FDA.*
- *Used by many companies in many industries that need to comply with nutritional labeling*
- *Esha is the same company with the same owners since incorporation in 1981.*
- *Esha's data is used in some 65% of educational nutritional textbooks.*
- *Esha's nutrition database has some 1,600 sources and is mathematically checked before any data is added to our superior database*
- *Database is updated to customers bi-annually*
- *The only substitution to Esha's database is laboratory analysis on every sample and that would be cost prohibitive*

Quality Assurance benefits

- *Audit trails capabilities*
- *HACCP guidelines*
- *Production sheets*
- *Add Allergen identifiers*

Formulation benefits

- *Build formulas quickly and easily to see nutrient values*
- *Sub levels formulas can be added as many layers deep as need*
- *Quickly create new formulas off existing formulas*
- *Build formulas based on weight, %, serving size, or volume measure, or mixed combination*



Ready to Serve Pizza

QUESTIONNAIRE:

Please describe packaging of pizza

All of our pizzas are packed in 14" or 16" individual food-safe corrugated boxes, 1 per case. Our boxes are SFI (sustainable Forestry Initiative) certified.

Please describe packaging to ensure proper temperature during delivery.

All Domino's pizzas are delivered in proprietary "Heatwave" bags. These bags are designed to hold pizzas at 170 degrees Fahrenheit for up to twenty minutes.

Please describe delivery methods

Pizzas will be delivered to the school cafeteria by Domino's delivery drivers in their personal cars. All drivers have a criminal background check and MVR on their cars. Pizzas will be delivered to the entrance determined by the cafeteria manager at each delivery location.



Domino's Pizza
30 Frank Lloyd Wright Drive
P.O. Box 997
Ann Arbor, MI 48106-0997

To: All Interested Parties

From: Quality Assurance

Subject: **Opened Pizza Sauce Storage Requirements (RTU & Concentrate)**

Date: February 7, 2017

Domino's Pizza Sauce is formulated to a target pH of <4.2 which is considered a high acid food and is thermally processed in the hermetically sealed package to be commercially sterile.

Operationally, the sauce is prepped into clean tubs for immediate use, or stored under refrigeration until it is needed. The quality and food safety of the opened prepped sauce at the store level is maintained with employee training in proper hygienic food safe practices (cGMP's) and criteria of the Public Health Sanitary Code for Retail Food Establishments. Additionally, a microbial inoculation study commissioned by Domino's at an ISO 17025 accredited laboratory has demonstrated that our sauce does not support the proliferation of pathogenic microorganisms at room temperature.

As mentioned, Dominos can demonstrate that the NACMF modeled Pizza Sauce Challenge Study meet the requirements for protection for public health, safety and welfare. An approval to use "Time as a Public Health Control" has been issued to hold the prepared sauce up to 8 hours without temperature control. Domino's Pizza Sauce Challenge Study is a proprietary controlled document and will not be kept at the store site(s). Local Regulators can request Domino's Corporate Quality Assurance for documentation if necessary.

Domino's acknowledges that accurate portioning of sauce at refrigeration temperatures is difficult and therefore storage on the counter top during use is operational ideal. Domino's policy is that the pizza sauce may be stored on the counter top during use up to 8 hours to address food safety and product quality concerns.

Additionally, sauce containers should not be made in advance (the evening before), nor shall unused material be carried over the next day. Tubs shall be date marked with time made and thrown away after 8 hours.

This policy satisfies the operational concern regarding the difficulty of using cold sauce while minimizing any loss of quality by limiting the time out of refrigeration to eight hours.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Holmberg", written over a white background.

Bill Holmberg
Quality Assurance Manager
Domino's Pizza



January 15, 2020

RE: Domino's Smart Slice Availability

To Whom It May Concern:

Domino's Smart Slice is a line of delicious and nutritious pizzas created specifically to meet dietary guidelines defined by the USDA for the National School Lunch Program. Smart Slice is sold exclusively through Domino's pizza stores.

Sincerely,

A handwritten signature in black ink, appearing to read "James J. Zimmer". The signature is stylized and includes a long horizontal line extending to the right.

James J. Zimmer
Brand Manager, Domino's Smart Slice



January 15, 2020

RE: Trans Fat Statement

To Whom It May Concern:

The finished product produced and sold by Domino's has 0g trans fat per serving.

Domino's Pizza stores are only allowed to purchase our core pizza products from approved suppliers through our distribution system. More information can be found at <https://www.dominos.com/en/pages/content/nutritional/cal-o-meter.jsp>. While school lunch program specific items (such as the Wheat crust) are not on the site, the hand-tossed (HT) crust is nearly identical (HT has more fat and no whole grains).

Sincerely,

A handwritten signature in black ink that reads "Steve Lutes".

Steve Lutes
VP Global QA & Health/Safety

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

17. 22/23-2009 - PURCHASE AGREEMENT WITH PIZZA HUT

RECOMMENDATION

The Board of Education is requested to approve a piggyback purchase agreement with Pizza Hut to provide A+ Pizza for our student nutrition program.

Rationale:

The approval of this agreement will allow the Food Service Department to purchase Pizza Hut's, A+ Pizza to provide exciting and Healthy, Hunger Free Kids Act of 2010 (HHFKA-2010) compliant meals to our secondary school students.

Background:

Pizza Hut A+ Pizza will supplement the District's food supply chain integrity with HHFKA-2010 compliant entrees. The company provides great customer service and high quality products with very competitive prices. The Food Service Department purchased approximately \$49,690 worth of goods from Domino's Pizza during the 2021-22 school year. The advent of Universal Free School Meals for all California Students being signed into law by Governor Gavin Newsom significantly increased our daily meal participation.

Budget Implication (\$ Amount):

The anticipated 2022-23 school year budget needs for this additional vendor will be \$65,000.

Legal References:

Education Code 42647 states that the Board of Education shall approve all purchases and payments.

Additional Information:

A copy of the proposed agreement is attached.

ATTACHMENTS

- [Pizza Hut Agmt. SY 22-23.pdf](#)



Southern California Pizza Company

1 City Boulevard West Suite 750

Orange, CA. 92868

Ph. (951) 284-7400

Fax (951) 284-7450

June 24th, 2022

Monrovia Unified School District
325 E Huntington Dr, Monrovia, CA 91016

Dear Monrovia USD,

As we transition into a new school year, we are delighted to extend our partnership with your school district for the 2022-2023 school year. Pizza Hut's perfected pizza recipe continues to abide by the NSLP guidelines. Our pizzas will consist of whole grain dough, low moisture cheese, and low sodium pepperoni.

As you may be aware, we are challenged with cost of commodities and state labor laws. Consequently, we will have a slight price increase of approximately fifty cents. We will continue to prioritize our partnership in the restaurants and provide you with the same exceptional service.

14 inch NSLP cheese or pepperoni pizza for \$7.90 each.

14 inch NSLP veggie pizza for \$8.54 each.

This pricing will remain in effect from August 1, 2022 - June 30, 2023.

Sincerely,

Tarah Barbar
Marketing Specialist
SCPC-DBA Pizza Hut
(909)662-4702

Dr. Ryan Smith

Print Name

Date

Signature





We would like to offer you SPECIAL PRICING to help feed your students for the 2022/2023 school year!

14 Inch 8 Cut Pies

Pepperoni/Cheese/Ham/Sausage - \$7.90

Chicken/Ham & Pineapple - \$8.17

BBQ Chicken - \$8.44

Veggie - \$8.54

14 Inch 10 Cut Pies

Pepperoni/Cheese/Ham/Sausage - \$8.44

Chicken/Ham & Pineapple - \$8.70

BBQ Chicken - \$8.97

Veggie - \$9.08

Products are made with NSLP compliant ingredients including 51% whole wheat dough, low-moisture cheese, and low sodium pepperoni. All recipes and cuts meet NSLP requirements.

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

18. 22/23-2010 - AGREEMENT WITH ACTION DUCT CLEANING COMPANY

RECOMMENDATION

The Board of Education is requested to approve an agreement with Action Duct Cleaning Company to support our student nutrition program.

Rationale:

Approval of this agreement will ensure the Food Services department attains the best possible pricing for the district's cafeteria kitchen exhaust cleaning.

Background:

Action Duct Cleaning Company has provided the District's Kitchen Exhaust System Cleaning since the 2011-2012 school year. The company provides great customer service, competitive prices and ensures the following compliance standards are met: IKECA C10, Standard for Cleaning of Commercial Kitchen Exhaust Systems (International Kitchen Exhaust Cleaning Association); SMACNA Standards (Sheet Metal and Air Conditioning Contractors National Association); EPA Regulations (Environmental Protection Agency); OSHA/Cal OSHA Regulations (Occupational Safety and Health Administration). The District would like to continue to use this vendor for the 2022-23 school year.

Budget Implication (\$ Amount):

The Food Service Department paid Action Duct Cleaning Company \$2,950 for their services during the 2022-22 school year. The anticipated 2022-2023 school year budget needs will remain the same at \$2,950.

Legal References:

Education Code 42647 states that the Board of Education shall approve all purchase and payment.

Additional Information:

A copy of the agreement is attached.

ATTACHMENTS

- [Action Duct 22-23 SY Kitchen Exhaust Cleaning.pdf](#)



Revised July 12, 2022
July 18, 2022

Monrovia Unified School District
325 East Huntington Drive
Monrovia, CA 91016
Phone: 626-471-2081
Fax: 626-471-2079

Attn.: Kenneth Singleton
Email: ksingleton@monroviashools.net
Direct: 626-471-2053

Proposal No.: RV-3649.1

KITCHEN EXHAUST CLEANING

“All cleaning processes shall result in the removal of deposits of cooking byproduct and fuel from interior surfaces of kitchen exhaust systems.”

IKECA C10-2011 Standard, Section 9.1.1

The following is our proposal to clean the kitchen exhaust systems for eight (8) schools in the Monrovia Unified School District in accordance with the following procedures.

- | | |
|--|--|
| 1. <u>Bradoaks Elementary School</u>
930 East Lemon Avenue
Monrovia, CA 91016 | 5. <u>Wild Rose Elementary School</u>
232 Jasmine Avenue
Monrovia, CA 91016 |
| 2. <u>Mayflower Elementary School</u>
210 North Mayflower Avenue
Monrovia, CA 91016 | 6. <u>Clifton Middle School</u>
226 South Ivy Avenue
Monrovia, CA 91016 |
| 3. <u>Monroe Elementary School</u>
402 West Colorado Blvd.
Monrovia, CA 91016 | 7. <u>Santa Fe Middle School</u>
148 West Duarte Road
Monrovia, CA 91016 |
| 4. <u>Plymouth Elementary School</u>
1300 Boley Street
Monrovia, CA 91016 | 8. <u>Monrovia High School</u>
845 West Colorado Boulevard
Monrovia, CA 91016 |



► Additional Note:

The following four (4) kitchens have two (2) makeup grills in the ceiling next to their exhaust hoods which show dust and a little grease buildup. These grills will be taken down and cleaned. This service includes their duct plenums in the ceiling (behind the makeup air grills). The grills will be put back in place after cleaning:

- | | |
|---------------------------|--------------------------------|
| 1. Clifton Middle School | 3. Monroe Elementary School |
| 2. Santa Fe Middle School | 4. Wild Rose Elementary School |

► The total cost of this annual service will be:

Clean the grease exhaust hoods ----- \$2,950.00

► Payment Terms: Net 30 unless other arrangements are made.

- **NOTE:** All payments above \$1,000 made by credit card will be charged a 3% service fee.

Breakdown:

Bradoaks Elementary School -----	\$375.00
Mayflower Elementary School -----	\$375.00
Monroe Elementary School -----	\$465.00
Plymouth Elementary School -----	\$375.00
Wild Rose Elementary School -----	\$465.00
Clifton Middle School -----	\$485.00
Santa Fe Middle School -----	\$485.00
Monrovia High School -----	\$535.00

► Regulation Compliance:

“Engineering controls shall be used to ensure worker safety and health, and to prevent cross-contamination.”

NADCA Standard (Natl. Air Duct Cleaners Assn.) – Assessment, Cleaning, Restoration, Section 3.0

All cleaning shall be done in compliance with:

- IKECA C10, Standard for Cleaning of Commercial Kitchen Exhaust Systems (International Kitchen Exhaust Cleaning Association)
- SMACNA Standards (Sheet Metal and Air Conditioning Contractors National Association)
- EPA Regulations (Environmental Protection Agency)
- OSHA/Cal OSHA Regulations (Occupational Safety and Health Administration)

► Scheduling:

Helping America Breathe Easier
 2333 Lincoln Ave., Altadena, California 91001 - Ph: 626-791-7870 Fax: 626-791-7867
www.actionduct.com - Contractors License #570541



1. The customer will be contacted prior to service and arrangements shall be made as to the best time to come and perform the service.
2. The Foreman and Technicians will arrive at the job site approximately thirty (30) minutes prior to the scheduled time to ensure that they are fully prepared to start work at the earliest moment.
3. The Foreman will let the customer know that he has arrived and make any necessary arrangements with the customer.

► **Cleaning Procedure:**

1. All pilot lights will be put out on equipment that is below the grease exhaust system.
2. All the equipment below the work areas will be covered with a protective drop cloth.
3. The plenum (area behind the filters), filter track, duct, fan, and fan housing shall be fully scraped clean of grease buildup.
4. Any grease dripping from fan onto roof area shall be cleaned up as much as possible and absorbent put down to soak up any future dripping.
5. All accessible ductworks shall be scraped clean as effectively as possible.
6. Grease collection containers in the hood and on the roof will be removed and the grease will be dumped in the appropriate disposal containers.
7. The service technician shall inspect the fan belt, pulleys and bearings and make note of any problems which will be written on the invoice and brought to the customer's attention.
8. The entire work area will be fully cleaned and left in a tidy condition.
9. The invoice will be brought to the customer for a signature and at that time, any matters of concern that had been noted should be brought to the customer's attention.
10. No additional services will be performed without first obtaining the customer's agreement in writing and a change order signed by both parties.
11. Post Job Report. At the end of the job, we will supply you with a written full report of the scope of work performed, any problems or damage we found in the cleaning process and recommendations for frequency cleaning.

► **Safety Procedures:**

1. Appropriate personal protective equipment (PPEs) shall always be worn.
2. Permit-required Confined Space regulations shall always be followed.
3. Lock-Out/Tag-Out (LOTO) procedures shall be followed when servicing powered equipment.
4. For any chemicals used in the cleaning process, SDS (Safety Data Sheets) shall be available upon request.



5. All the above work shall be performed in accordance with **Action Duct Cleaning Company Safety Program for 2022**, a copy of which is available upon request.

► **Warranty:**

All work is guaranteed to pass fire, health, and insurance inspection.

► **Chemical Products:**

Some or all the following chemical products – or their equivalent – *may* be used in the cleaning or sealing process. Upon request, an SDS (Safety Data Sheet) is available to the client for any product that is used.

1. DP 1020 duct sealant.
2. DP1010 duct sealant.
3. DP2540 coating.
4. Nature's Miracle cleaner.
5. Zep heavy-duty cleaner.
6. Zep industrial purple degreaser.
7. Lightning degreaser.
8. Oxine disinfectant.
9. Envirocon deodorizer.
10. Nu-Brite coil cleaner
11. Santi-10 Sanitizer (food grade)



WHY CHOOSE ACTION DUCT?

- The industry leader since 1978
- Fully insured to \$10 million
- Quality Assurance Director on 24-hour call
- ISN Certified
- Rapid response teams available
- Numerous foremen with 20+ years' experience
- President serves on the board of Natl. Air Duct Cleaners Assn. (NADCA)
- NADCA Certified
- IKECA Certified (International Kitchen Exhaust Cleaners Assn.)
- AIB Food Safety Certified (American Institute of Baking)

We take pride in our workmanship and expertise at Action Duct, as well as our friendly service, bringing over forty (40) years of experience to every job. We can do the work on any schedule convenient to you, including nights and weekends at no extra charge.

Thank you very much for contacting us, and please let me know if you have any questions. I hope we can be of service to you soon.

Very Truly Yours,

Bob Verdugo, M.S.

National Account Manager

Action Duct Cleaning Co., Inc.

ISNetworld #400-233097

bob@actionduct.com

Office: 626-791-7870

Cell: 626-316-0608

www.actionduct.com

Helping America Breathe Easier

2333 Lincoln Ave., Altadena, California 91001 - Ph: 626-791-7870 Fax: 626-791-7867

www.actionduct.com - Contractors License #570541



This proposal is valid for 90 days after issue.

Revised July 12, 2022

July 18, 2022

**Monrovia Unified School District
325 East Huntington Drive
Monrovia, CA 91016
Phone: 626-471-2081
Fax: 626-471-2079**

**Attn.: Kenneth Singleton
Email: ksingleton@monroviaschools.net
Direct: 626-471-2053**

Proposal No.: RV-3649

► The total cost of this annual service will be:

Clean the grease exhaust hoods ----- \$2.950.00

► Payment Terms: Net 30 unless other arrangements are made.

- **NOTE:** All payments above \$1,000 made by credit card will be charged a 3% service fee.

Approved and accepted by:

Signature

Print Name-Dr. Ryan Smith

Title - Superintendent

Date

Accounts Payable Info:

Contact Name

Direct Phone/Ext.

Accounting Email

P.O. # If Applicable

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

19. 22/23-2011 - SERVICE AGREEMENT WITH FROSTLINE, INC.

RECOMMENDATION

The Board of Education is requested to approve a service agreement with Frostline, Inc. to support our student nutrition program.

Rationale:

Approval of this agreement will ensure the Food Services department attains the best possible pricing for the cafeteria kitchen equipment maintenance service needs.

Background:

Frostline, Inc. has provided the District's kitchen equipment with preventative maintenance and maintenance repair service needs since the 2011-2012 school year. The company provides great customer service, competitive prices and ensures that all kitchen equipment is in a maintained and optimal operational status. The District would like to continue to use this vendor for the 2022-23 school year.

Budget Implication (\$ Amount):

Estimated costs for annual preventive maintenance are \$5,655, minimally. Last year, the Food Services Department paid Frostline, Inc. \$9,614 for preventative maintenance during the 2021-22 school year. Anticipated costs for the 2022-23 school year will remain at \$9,614, but will not exceed \$15,000 for unforeseen repairs.

Legal References:

Education Code 42647 states that the Board of Education shall approve all purchase and payment.

Additional Information:

A copy of the agreement is attached.

ATTACHMENTS

- [FROSTLINE, INC Agmt.pdf](#)

FROSTLINE, INC CONTRACT

Purchaser <u>MONROVIA USD</u>	Location <u>CLIFTON, PLYMOUTH, SANTA FE</u>	Agreement # <u>090622</u>
<u>325 E. HUNINGTON DR.</u>	<u>wildrose, BRADOAKS, MONROE</u>	
<u>MONROVIA, CA 91016</u>	<u>MAYFLOWER, LEARNING CENTER</u>	
Date _____	Customer P.O. _____	Cost <u>\$65.00x32=\$2,080.00</u>
Period covered by agreement <u>9-6-22</u> through <u>9-5-23</u>		
Equipment covered _____		

Signature of Purchaser	Date
Dr. Ryan Smith	Superintendent
Name of Purchaser	Title

FROSTLINE, INC., P.O. Box 4554 • Ontario, CA 91761, agrees to provide maintenance services on above described equipment. Services will be performed by FROSTLINE, INC. trained personnel during the period covered by this agreement under the terms and conditions as stated on this document.

1. This agreement covers normal maintenance service - except for those excluded from the coverage this agreement as provided herein during the period covered by this agreement
2. Maintenance inspection - a scheduled maintenance inspection is provided under this plan. When this plan is chosen FROSTLINE, INC. will conduct an inspection of the covered equipment and provide the User with a machine inspection report.
3. Services shall be provided during regular business hours, from 7:00 a.m. to 5:00 p.m., Monday through Friday. Work performed after regular hours will be invoiced at the company's normal rates. Lunch schedules will be worked around, however, some conflict may occur, your cooperation is necessary during these situations.
4. Agreement shall not be valid unless signed original copy is received by FROSTLINE, INC. within 30 days after date of Agreement. Services requested before return of Agreement shall be invoiced at the company's published rates, unless otherwise agreed upon.

I. NORMAL MAINTENANCE SERVICE

1. The User agrees and acknowledges that the items listed hereunder shall not be included in this Agreement. Said items shall be invoiced separately at FROSTLINE, INC. published rates and the user hereby agrees to pay for the same.
 - A. Parts and material used for repairs.
 - B. Standard and special accessories/attachments to the equipment.
 - C. Any periodic maintenance service requested by user in addition to those covered herein under Maintenance Inspection Date.
2. This Agreement shall not cover any malfunction or breakdown of the equipment if the cause for said malfunction or breakdown is due to the reasons listed hereunder:
 - A. Acts of God
 - B. Gross negligence and/or equipment misuse by the User or third parties within the control of the User.
 - C. Repair or remodeling performed by unauthorized service personnel.
3. This agreement shall not cover remodeling/reconstruction of equipment nor relocation and/or transportation of the equipment.

FROSTLINE , INC. 909-816-4406 / asilva4406@att.net

REMIT TO :
 P.O. BOX 4554
 ONTARIO , CALIF 91761

DATE	INVOICE #
7/12/2022	7450

BILL TO
MONROVIA USD ATTN: (FOOD SERVICES) 325 E HUNTINGTON DRIVE MONROVIA, CA 91016

SHIP TO
MONROVIA USD 2-MIDD;E SCHOOLS 5-ELEM SCHOOLS 1-LEARNING CENTER (2022-2023) SERVICE CONTRACT

P.O. NUMBER	TERMS	REP	DUE DATE	SHIP	VIA
	Net 30	AL	8/11/2022	7/12/2022	OUR TRUCK

QTY ODR	QTY SHIP	B/O	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
5	5	0	P/M	(CLIFTON MIDDLE) PREVENTIVE MAINTENANCE (2-OVENS) (1-STEAM TABLE) (1-HEAT/HOLD) (1-COLD PAN)	65.00	325.00
5	5	0	P/M	(SANTA FE MIDDLE) PREVENTIVE MAINTENANCE (2-HOT CARTS) (2-OVENS) (1-COLD PAN)	65.00	325.00
6	6	0	P/M	(BRADOAKS ELEM) PREVENTIVE MAINTENANCE (3-HEAT/HOLD) (1-HOT CART) (2-OVENS)	65.00	390.00
2	2	0	P/M	(MAYFLOWER ELEM) PREVENTIVE MAINTENANCE	65.00	130.00

All work is complete! Thank you for your business.	Total
---	--------------

FROSTLINE , INC. 909-816-4406 / asilva4406@att.net

REMIT TO :
P.O. BOX 4554
ONTARIO , CALIF 91761

DATE	INVOICE #
7/12/2022	7450

BILL TO
MONROVIA USD ATTN: (FOOD SERVICES) 325 E HUNTINGTON DRIVE MONROVIA, CA 91016

SHIP TO
MONROVIA USD 2-MIDD;E SCHOOLS 5-ELEM SCHOOLS 1-LEARNING CENTER (2022-2023) SERVICE CONTRACT

P.O. NUMBER		TERMS	REP	DUE DATE	SHIP	VIA
		Net 30	AL	8/11/2022	7/12/2022	OUR TRUCK
QTY ODR	QTY SHIP	B/O	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
4	4	0	P/M	(MONROE ELEM) PREVENTIVE MAINTENANCE (2-HEAT/HOLD) (2-OVENS)	65.00	260.00
3	3	0	P/M	(PLYMOUTH ELEM) PREVENTIVE MAINTENANCE (2-OVENS) (1-HOT CART) (1-HEAT/HOLD)	65.00	195.00
4	4	0	P/M	(WILD ROSE ELEM) PREVENTIVE MAINTENANCE (3-HEAT/HOLD) (2-OVENS)	65.00	260.00
3	3	0	P/M	(LEARNING CENTER) PREVENTIVE MAINTENANCE Sales Tax	65.00 9.50%	195.00 0.00
All work is complete! Thank you for your business.					Total	\$2,080.00

FROSTLINE, INC CONTRACT

Purchaser <u>MONROVIA</u>	Location <u>CLIFTON MIDDLE SCHOOL</u>	Agreement # <u>090622</u>
<u>325 E. HUNTINGTON DR.</u>	<u>SANTA FE MIDDLE, MONROVIA HIGH</u>	
	<u>PLYMOUTH ELEM.</u>	
Date _____	Customer P.O. _____	Cost <u>\$65.00x55=\$3,575.00</u>
Period covered by agreement <u>9-6-22</u> through <u>9-6-23</u>		
Equipment covered <u>SEE INVOICE ATTACHED FOR DETAILS</u>		

_____ Signature of Purchaser	_____ Date
Dr. Ryan Smith	Superintendent
_____ Name of Purchaser	_____ Title

FROSTLINE, INC., P.O. Box 4554 • Ontario, CA 91761, agrees to provide maintenance services on above described equipment. Services will be performed by FROSTLINE, INC. trained personnel during the period covered by this agreement under the terms and conditions as stated on this document.

1. This agreement covers normal maintenance service - except for those excluded from the coverage this agreement as provided herein during the period covered by this agreement
2. Maintenance inspection - a scheduled maintenance inspection is provided under this plan. When this plan is chosen FROSTLINE, INC. will conduct an inspection of the covered equipment and provide the User with a machine inspection report.
3. Services shall be provided during regular business hours, from 7:00 a.m. to 5:00 p.m., Monday through Friday. Work performed after regular hours will be invoiced at the company's normal rates. Lunch schedules will be worked around, however, some conflict may occur, your cooperation is necessary during these situations.
4. Agreement shall not be valid unless signed original copy is received by FROSTLINE, INC. within 30 days after date of Agreement. Services requested before return of Agreement shall be invoiced at the company's published rates, unless otherwise agreed upon.

I. NORMAL MAINTENANCE SERVICE

1. The User agrees and acknowledges that the items listed hereunder shall not be included in this Agreement. Said items shall be invoiced separately at FROSTLINE, INC. published rates and the user hereby agrees to pay for the same.
 - A. Parts and material used for repairs.
 - B. Standard and special accessories/attachments to the equipment.
 - C. Any periodic maintenance service requested by user in addition to those covered herein under Maintenance Inspection Date.
2. This Agreement shall not cover any malfunction or breakdown of the equipment if the cause for said malfunction or breakdown is due to the reasons listed hereunder:
 - A. Acts of God
 - B. Gross negligence and/or equipment misuse by the User or third parties within the control of the User.
 - C. Repair or remodeling performed by unauthorized service personnel.
3. This agreement shall not cover remodeling/reconstruction of equipment nor relocation and/or transportation of the equipment.

FROSTLINE , INC. 909-816-4406 / asilva4406@att.net

REMIT TO :
 P.O. BOX 4554
 ONTARIO , CALIF 91761

DATE	INVOICE #
7/12/2022	7449

BILL TO
MONROVIA USD ATTN: (FOOD SERVICES) 325 E HUNTINGTON DRIVE MONROVIA, CA 91016

SHIP TO
MONROVIA USD 2-MIDD;E SCHOOLS 1-ELEM SCHOOLS 1-HIGH SCHOOLS (2022-2023) SECICE CONTRACT

P.O. NUMBER	TERMS	REP	DUE DATE	SHIP	VIA
	Net 30	AL	8/11/2022	7/12/2022	OUR TRUCK

QTY ODR	QTY SHIP	B/O	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
5	5	0	P/M	(CLIFTON MIDDLE) PREVENTIVE MAINTENANCE (1-F3,2-C5,1-HD,1-H5)	65.00	325.00
4	4	0	P/M	(SANTA FE MIDDLE) PREVENTIVE MAINTENANCE (2-C5,1-HD,1-H5)	65.00	260.00
4	4	0	P/M	(PLYMOUTH ELEM) PREVENTIVE MAINTENANCE (2-EC5,2-EH5)	65.00	260.00
42	42	0	P/M	(MONROVIA HIGH) PREVENTIVE MAINTENANCE (10-OVENS) (14-SMALL HOT CARTS) (2-STEAM TABLES) (6-TALL WARMERS) (3-HEAT/HOLD) (7-UNDER CNTER COLD)	65.00	2,730.00
				Sales Tax	9.50%	0.00

All work is complete! Thank you for your business.	Total \$3,575.00
---	-------------------------

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

20. 22/23 - 2012 - PROFESSIONAL SERVICES AGREEMENT WITH DANNIS, WOLIVER & KELLEY (DWK), ATTORNEYS AT LAW

RECOMMENDATION

The Board of Education is requested to ratify a professional services agreement with Dannis, Woliver & Kelley (DWK), Attorneys at Law to provide bond counsel and related financing services associated with a 2022 bond election, beginning July 21, 2022.

Rationale:

Dannis, Woliver, and Kelley (DWK) will represent, advise, and counsel MUSD in connection with the District's potential 2022 general obligation bond election and all bond issuance services as described in the scope of work listed in Attachment A.

Background:

The District utilizes legal representation for a number of matters, including employment staffing issues, financial issues, and potential threats to the fiscal solvency and livelihood of the District, and has retained the services of DWK in years past on an as-needed basis. The Firm agrees to provide legal and 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):

Fees for Pre-Election Services will be charged on an hourly basis as needed, at the rate of \$195- 265 per hour for associates; \$245-300 per hour for Special Counsel and Of Counsel attorneys, and \$275-345 per hour for Shareholders, and will be paid from the General fund. Additional costs for bond counsel services are stipulated 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 DWK Attorneys at Law is attached.

ATTACHMENTS

- [AGREEMENT FOR PROFESSIONAL SERVICES.pdf](#)

AGREEMENT FOR PROFESSIONAL SERVICES

MONROVIA UNIFIED SCHOOL DISTRICT

This Agreement is made and entered into as of July 21, 2022, by and between Monrovia Unified School District, hereinafter referred to as "District," and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as "Attorney."

WHEREAS, District desires to retain Attorney to provide bond counsel and related financing services associated with a 2022 bond election and subsequent issuance of bonds therefrom ("Bonds") or another future election on a date to be determined.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

A. SCOPE OF WORK AND PAYMENT

District appoints Attorney to represent, advise, and counsel it from July 1, 2022 and continuing thereafter in connection with the District's potential 2022 general obligation bond election and bond issuance ("Bond Services") as more specifically described in **Attachment A** hereto, and incorporated herein by reference. Attorney may represent District in other legal matters and provide other services as desired pursuant to a separate Professional Services Agreement. Bond Services may also be provided under this Agreement for elections on other dates in the future if desired by District and without amendment of this Agreement. Bond Services shall be compensated in the manner described in **Attachment A**. The performance of Bond Services rendered prior to the date of this Agreement is hereby ratified and approved.

B. TERM AND TERMINATION

1. Term. The term of this Agreement shall commence as of its date of execution and shall expire on the earlier of: the final sale of bonds ("Bonds") from the 2022 (or later) authorization or five years after commencement of the Agreement. If at the time of expiration there remains additional general obligation bond issuance authority, this Agreement may be renewed for additional terms, subject to District's termination rights described below.

2. Termination of Attorney. District may terminate DWK without cause upon 30 days' written notice to Attorney; provided, however, that if District terminates these services without cause after Attorney has rendered Bond Counsel Services or Disclosure Counsel Services (as described on Attachment A), then District shall pay Attorney for services rendered, at the rate of \$325 per hour for attorneys and \$120 per hour for paralegals, plus DWK's out-of-pocket expenses, from the proceeds of Bonds, if and when thereafter issued.

C. OTHER PROVISIONS

1. Malpractice Coverage. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

2. Performance of Obligations. District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, perform the obligations it has agreed to perform under this Agreement.

3. Food/Meals. Occasionally Attorney may provide District officials and/or employees with working lunches or meals when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

4. Independent Contractor. It is expressly understood and agreed to by both parties that Attorney, 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 the District. Attorney does not anticipate that in the course and scope of performing legal services it will have any interaction with any pupil that is not under the immediate supervision and control of a District employee or a pupil's parent or guardian. If District requests legal services in which Attorney will have unsupervised interaction with pupils, Attorney will complete fingerprinting and background check clearances as required by Education Code Section 45125.1 prior to commencing such services. Attorney further agrees to comply with applicable, prevailing state vaccination or testing requirements.

5. Consent to Use of E-Mail and Cloud Services. In order to provide District with efficient and convenient legal services, Attorney will communicate and transmit documents using e-mail. Because e-mail continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, District is consenting to such e-mail transmissions with District and District's representatives and agents. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney's office. Most of Attorney's electronic data, including email and documents, are stored in this manner. By entering into this Agreement, District understands and consents to having communications, documents and information pertinent to the District's matters stored through such a cloud-based service.

6. Use of Subconsultants/Subcontractors. Attorney uses the services of legal sub-consultants and independent contractors from time to time on finance transactions, including federal taxation specialists, which costs are paid in full by Attorney without additional expense to District. District consents to the use of such sub-consultants or independent contractors at Attorney's discretion.

7. Conflicts of Interest. Because Attorney represents many school and community college districts, other educational entities, and bond underwriters, on occasion, conflicts of interest may arise in the course of Attorney's representation. If Attorney becomes aware of any potential or actual conflicts of interest related to its representation of District, Attorney will inform the District of the conflict and comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

MONROVIA UNIFIED SCHOOL DISTRICT



Dr. Ryan Smith, Ed.D, Superintendent

7/21/22

Date

DANNIS WOLIVER KELLEY



Janet L. Mueller, Shareholder

July 21, 2022

Date

ATTACHMENT "A"
SCOPE OF WORK AND FEES

I. SCOPE OF WORK

Attorney shall provide the following Bond Services to District with regard to a 2022 general obligation bond election and, if successful, the subsequent issuance of Bonds.

A. Pre-Election Services

Pre-Election Services shall begin upon engagement of Attorney and shall be concluded on the day prior to the bond election. Pre-Election Services provided by Attorney shall include the following:

- 1) Assistance with voter polling instruments and election planning and research in advance of calling an election, including preparation of information for the purpose of advising community groups and organizations regarding the District's bond issuance and construction plans;
- 2) Preparation of a timetable setting forth the actions required to accomplish the election, and coordination with the County election officials to ensure that the necessary legal requirements are satisfied;
- 3) Coordination with finance team and preparation of Governing Board resolutions required to call the election, including assistance with the drafting of the ballot proposition and all ancillary materials;
- 4) Preparation of proceedings to form one or more school facility improvement districts, if applicable, and assistance with mapping, notice and hearing requirements as needed;
- 5) Preparation of agenda reports and attendance at all meetings of the District, as well as any administrative meetings at which the election and financing proceedings are to be discussed;
- 6) Assistance with the preparation of the tax rate statement and the County Counsel's independent analysis required for distribution to voters;
- 7) Review of the ballot arguments to be prepared by or on behalf of the District;
- 8) Consultation with the District and its staff, the County and its staff, and the District's financial consultant(s) concerning the election proceedings;
- 9) Assistance with preparation of or review of informational materials regarding the ballot measure and guidance concerning appropriate activities and expenditures of the District and Governing Board during a ballot measure campaign; and
- 10) Preparation of the notices, affidavits and certificates required by law for conducting the election
- 11) Other legal services as requested by the District.

B. Bond Issuance Services

Bond Issuance Services shall commence after, and only in the event of, a successful bond election. Bond Issuance Services have two service components: Bond Counsel Services and Disclosure Counsel Services.

1. Bond Counsel Services. Services to issue bonds ("Bonds") after a successful election ("Bond Counsel Services") will include the following:

- a) Advice regarding the initial formation and creation of a Bond Oversight Committee and assistance in establishing policies to manage the committee, including providing sample policies, bylaws and forms for consideration;
 - b) Consultation with the District and its staff, the County, and the District's financial advisor concerning the Bonds and the timing, terms and structure of the offering;
 - c) Preparation of the proceedings to certify the election results and to authorize the Bonds; the resolution of the District governing board approving the Bond issuance and setting forth the terms and conditions of the bonds and their form, date, denominations and maturity (if necessary); the resolution of the County Board of Supervisors, if necessary, authorizing the issuance of the Bonds; preparation of the proceedings for the sale of the bonds by competitive or negotiated sale;
 - d) Attendance at up to two (2) in-person meetings of the District Governing Board and with the District's financial advisor and other consultants regarding the issuance and sale of the Bonds, as needed or requested;
 - e) Coordination of the full finance team as necessary for the review of documents and finance plans;
 - f) Examination of the proofs of the Bonds, preparation of the final closing papers, organization and conduct of the Bond closing, and the rendering of a final legal opinion at the time of delivery of and receipt of payment for the bonds;
 - g) Review of post-closing legal compliance requirements with the District.
2. Disclosure Counsel Services. Services to assure compliance of the Bonds with federal securities laws ("Disclosure Counsel Services"), if requested, will include the following:
- Preparation of the Preliminary Official Statement, the final Official Statement, and continuing disclosure certificate which accompanies the latter, for use in marketing and sale of the bonds;
 - Review of Continuing Disclosure filing status pursuant to MSRB Rule 15c2-12; and
 - Delivery of a disclosure counsel opinion (10b-5 opinion) at closing.

II. FEES

A. Pre-Election Services

Fees for Pre-Election Services will be charged on an hourly basis at the rate of \$195-265 per hour for associates; \$245-300 per hour for Special Counsel and Of Counsel attorneys, and \$275-345 per hour for Shareholders. Fees shall be due and owing regardless of the outcome of a bond election.

District further agrees to reimburse Attorney for actual and necessary expenses ("Expenses") and costs with respect to providing the above services, including travel costs, support services such as copying costs, express postage, and facsimile transmittals, up to a maximum of \$1,500. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise.

Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour, except for the first such advice in any

business day, which is charged in a minimum of three-tenths (.3) of an hour. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit.

Attorney shall send District a statement for fees and costs monthly, unless District requests an alternate arrangement. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. District shall pay Attorney's statements within thirty (30) days after each statement's date. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request.

B. Bond Counsel Services

For the first sale of bonds issued, Bond Counsel Services shall be compensated a set fee of \$37,000, inclusive of expense reimbursement. Thereafter, for all subsequent bond sales, Bond Counsel Services shall be compensated at a set fee of \$30,000, inclusive of expenses. Fees shall not be due and owing unless and until Bonds are issued, and shall be paid or reimbursed from Bond proceeds.

C. Disclosure Counsel Services

Disclosure Counsel Services shall be provided for a fee of \$20,000 per transaction, inclusive of expense reimbursement. Fees shall not be due and owing unless and until Bonds are issued, and shall be paid or reimbursed from Bond proceeds.

III. EXCLUDED SERVICES

The following additional services are excluded from the Scope of Work and are subject to the payment provisions on an hourly basis at the rates described above in Section II.A or as otherwise agreed by the Parties in writing. These include:

- Post-closing legal advice requiring significant legal research;
- Capital or real estate project planning, implementation, construction, and litigation;
- Applications for Private Letter Rulings from the IRS;
- Negotiation of investment contracts;
- In-person participation in rating agency meetings or bond insurance agencies outside California;
- Ongoing legal advice or training related to the Citizen's Bond Oversight Committee; and
- Bond Services for Bond Anticipation Notes, capital leases, refinancings or other bond financings, which, if requested by District during the term, may be incorporated by reference into this Agreement at the charges agreed to by the parties.

In no event will Attorney provide campaign-related legal services to the District or any campaign committee formed to support a bond measure campaign of the District under this Agreement or any other Agreement.

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

21. 22/23-3001- 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 April 1 to June 30, 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.

ATTACHMENTS

- [4th quarter 2022 UCP Reporting fillable.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: 07/07/2022

Person completing this form: Greg Puccia, Ed. D.

Title: 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 type="checkbox"/> 3rd QTR | January 1 to March 31 | Due 15-Apr 2022 |
| <input checked="" type="checkbox"/> 4th QTR | April 1 to June 30 | Due 15-Jul 2022 |

Date for information to be reported publicly at governing board meeting: 07/27/2022

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 07/07/2022

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: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

22. 22/23-3002 - AFFILIATION AGREEMENT BETWEEN CLAREMONT GRADUATE UNIVERSITY AND MONROVIA UNIFIED SCHOOL DISTRICT

RECOMMENDATION

The Board of Education is requested to approve an affiliation agreement between Claremont Graduate University and the Monrovia Unified School District for a term beginning August 1, 2022, through July 31, 2025.

Rationale:

Board approval of this Affiliation Agreement will allow Claremont Graduate University to partner with Monrovia Unified School District in offering university students educational fieldwork experience.

Background:

Claremont Graduate University is accredited by the WASC Senior College and University Commission (WSCUC) and its credential programs are approved by the California Commission on Teacher Credentialing. Approval of this agreement will allow the District to hire as interns, candidates who meet the standards for an intern credential.

Additional Information:

A copy of the agreement is attached.

ATTACHMENTS

- [Claremont Graduate Agreement -072722.pdf](#)

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (“**Agreement**”) is made and entered into effective as of August 1, 2022, (“**Effective Date**”) by and between the following parties (“**Parties**”): CLAREMONT GRADUATE UNIVERSITY, a California non-profit corporation (“**University**”), and MONROVIA UNIFIED SCHOOL DISTRICT, a public Local Education Agency of the State of California (“**LEA**”).

RECITALS

WHEREAS, under the California Education Code, the governing board of any LEA is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher-education institution, to provide educational fieldwork experiences and service learning opportunities to students enrolled in various curricula of such institution; and

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

WHEREAS, University operates fully-accredited educational programs for its students; and

WHEREAS, it is to the mutual benefit of University and LEA to make a program of educational fieldwork experiences and service learning opportunities (collectively, the "**Program**") available to University's students at the LEA's facilities.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the above facts and of the covenants and agreements contained herein, the Parties agree as follows:

I. **TERM**

The TERM of this Agreement is from the Effective Date to July 31, 2025, unless earlier terminated by either Party upon thirty (30) days written notice to the other Party as provided herein.

II. **THE PROGRAM**

LEA shall provide “**Program**” experiences in schools, classes, departments and programs of LEA appropriate to the particular University Program definitions set forth in Exhibit "A" and in accordance with the provisions hereunder.

A. LEA's coordinator for the Program shall be Designated Official, Greg Puccia, Ed. D., Assistant Superintendent, HR. or his/her successor or designee.

- A. University's coordinator for the Program shall be the District Coordinator or his/her successor or designee.
- B. University shall submit a "**Placement Request**" attached hereto as Exhibit "E" for each of its students to be assigned to Program experiences at LEA to LEA's coordinator at least 2 weeks prior to the proposed start date of said experience. Such request shall include without implied limitation, details such as basic student demographic information, type of assignment, duration of assignment, LEA site, and preferred LEA employed supervisor. LEA shall not be obliged to accept requests of assignment of students beyond the ability of LEA, within its established training programs, to provide meaningful Program experiences pursuant to this Agreement.
- C. University shall be responsible for providing a University supervisor or person designated and employed by University to direct, supervise, and evaluate the performance of students of University engaged in Program experiences at LEA facilities. This person will work cooperatively with those LEA individuals responsible for placement and direct supervision of University students.
- D. The number of semester units of credit, if any, to be provided for each student of the University assigned to Program experiences under this Agreement shall be determined by University.
- E. An assignment of a student of University to Program experiences in the LEA shall be deemed effective for purposes of this Agreement as of the date the student presents to the proper authorities of the LEA the approved Placement Request document given to the student by University for such assignment or through other procedures established and communicated by LEA, but not earlier than the date of such assignment as shown on such papers or other document(s).
- F. Notwithstanding anything in this Agreement to the contrary, either party may independently suspend the right of any student of University participating in the Program at LEA under the terms of this Agreement from access to LEA's facilities and the Program at the LEA if, in their respective, sole, absolute, and subjective judgment and discretion, the University student's behavior, including, without implied limitation, the conduct or attitude of the student, threatens the health, safety, or welfare of any students, invitees, or employees of LEA or the confidentiality of any information relating to such individuals, singly or collectively. Parties shall agree to consult with each other in an attempt to resolve the suspension; provided that, both parties acknowledge that University student's continued participation can be terminated by either party in their sole, absolute and subjective judgment and discretion.
- G. The Program Site staff will provide, upon request by any participating University student, such reasonable accommodations at the Program Site as required by law in order to allow qualified disabled students to participate in the Program.

- H. LEA shall contact emergency personnel as necessary in the event of illness of or injury to any University student for incidents occurring at LEA facilities ("**Emergency Care**"). Except as specifically provided in this paragraph, LEA shall have no obligation to furnish any medical care to any University student. The University student is liable for any and all costs of any Emergency Care and University acknowledges that LEA shall not be responsible for any cost associated with any Emergency Care and any provisions of medical services.
- I. LEA will provide all participating University students with a copy of the Program Site's rules, regulations, policies, and procedures with which the University students are expected to comply and notify University of any change in its personnel, operation, or policies which may affect the Program experience.
- J. Except as otherwise provided herein, University students assigned to the Program at the LEA are considered learners participating in the Program in furtherance of their University studies and are not employees or agents of University or LEA and shall receive no compensation for their participation in the Program, either from University or LEA. The Parties agree that LEA is not responsible for maintaining workers' compensation insurance coverage for such University students.
- K. Both Parties acknowledge that they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the Parties and neither Party shall so hold itself out.
- L. The University represents that all students assigned to LEA for field experiences are validly enrolled in a University credential program approved by the Commission on Teacher Credentialing. The University makes no other representation, express or implied, about, or assumes any responsibility for, the student's fitness or qualification to participate in the field experience except where required by law. Nothing in this Agreement shall be construed as a delegation by LEA to University of any of LEA's duties and responsibilities for operation or supervision of the schools or classes of the District.
- M. The University shall provide verification of University student's Certificate of Clearance from the California Commission on Teacher Credentialing upon request.
- N. LEA shall approve the use of video capture in University Student classrooms, including virtual settings, for the purposes of University Student reflection and completion of Program requirements (Teaching Performance Assessment). Video capture will adhere to applicable LEA policies and procedures regarding the use of recording devices and student privacy.

- O. LEA shall allow candidates to complete university assignments and projects that are required as a part of the Program. University assignments and projects will adhere to applicable LEA policies and procedures regarding student privacy.
- P. Pursuant to its obligations under the Family Education Rights and Privacy Act, LEA and University acknowledge that in the course of providing on-going evaluation services for the purposes of understanding program impact, LEA and University may disclose to the External Evaluator, student and teacher identifiable data, pursuant to Exhibit F, Appendix 1. The External Evaluator will use and maintain data as provided in Appendix 1.
- Q. LEA shall offer a 2-years of Induction support to any residents trained under the Claremont Fellows Social Justice Residency Project and hired by LEA as a teacher of record at no charge to the teacher. This support shall be provided by the LEA and offered in the first year of employment. If LEA is not able to provide this support, LEA will contract these services out to CGU for a fee of \$5,000 per teacher, per year.
- R. University and LEA recognize Claremont Fellows Social Justice Residency Program as an extension of the placement options. Details on this grant are attached hereto as Exhibit "G".

III. UNIVERSITY'S RESPONSIBILITIES

- A. University shall, upon request, be responsible for supplying information about University students assigned to the Program at LEA sites as may be lawfully required by LEA prior to the beginning dates of the students' Program assignments. This information includes, without implied limitation, name, biographical data, verification of tuberculosis clearance and information about the health care coverage or insurance of each University student sent to LEA. Any additional information regarding a student's health status including information about specific communicable diseases shall be sent to LEA only as required by Law and in accordance with HIPPA Regulations.
- B. University and University's students assigned to the Program at the LEA under this Agreement shall comply with all provisions of Education Code Section 45125.1, and all of LEA's procedures related to fingerprinting and criminal background checks prior to having any substantial contact with LEA pupils, including, without implied limitation, prior to coming onto LEA school grounds or having any contact with LEA's pupils in locations other than LEA school grounds. University shall conduct criminal background checks of all its students assigned to LEA, and shall certify that none of the University students who are required by Section 45125.1 of the Education Code to submit or have their fingerprints submitted to the Department of Justice and who may have contact with LEA pupils pursuant to this Agreement has been convicted of a serious or violent felony as defined in Section 45122.1 of the Education Code.

- C. University shall provide LEA with a list of all students assigned to the Program at the LEA pursuant to this Agreement and designate to which school or LEA sites they will be assigned. Failure to comply with this requirement may result in, at LEA's sole discretion, termination of this Agreement.
- D. University shall ensure that each University student that is assigned to LEA to engage in unpaid fieldwork experiences signs a Student's Statement of Responsibilities and Agreement to Hold Harmless, in the form set forth in Exhibit "B" attached hereto, prior to participating in the Program at the LEA.
- E. University shall be solely responsible for any payroll taxes, withholdings, workers' compensation insurance, and any other insurance or benefits of any kind for University's employees and any other persons who provide services to LEA under this Agreement.
- F. University shall maintain neutrality in LEA labor disputes and shall be solely responsible to ensure that all Program experiences, including practice teaching, will be educationally valid, and to avoid placing its students in situations in which there is a risk of physical injury. University shall comply with the provisions set forth in Exhibit "C" attached hereto.

IV. PROVISIONS FOR TEACHING INTERN EMPLOYMENT

An Internship Credential authorizes the same service at the same level as the Preliminary Credential with some exceptions. An Internship Credential requires the Teaching Intern to be enrolled in the University Program and remain in good standing, and authorizes the Teaching Intern to teach only the subject(s) specified on the Internship Credential. Teaching assignments outside of the credential area(s) authorized on the Internship Credential fall outside the scope of the Program and are not supported by the University; in such cases it is the sole responsibility of the teacher and/or LEA to ensure the teacher possesses the proper permit(s) that grant the teacher the authority to teach subjects not authorized on the Internship Credential.

Teaching Interns are employees of the LEA and subject to all the rights and obligations associated to such employment. For employment purposes, the LEA shall be the sole evaluator of the Teaching Intern including, without implied limitation, evaluation process, instrument and content. The Internship Credential is valid in only one LEA or consortium under the preconditions established by State Law.

- A. LEA shall hire as Teaching Interns only individuals who meet the standards for eligibility for an Intern Credential.
- B. Teaching Interns shall not displace certificated or classified employees of LEA.
- C. LEA shall provide Teaching Interns with a full range of teaching responsibilities appropriate for a beginning teacher. Extra duties and assignments should be kept

to a minimum and should not take place outside of regular school hours in order to allow the Teaching Intern sufficient time to complete university coursework and university program requirements.

- D. LEA shall provide a fully qualified site administrator who will be responsible for supervising and evaluating Teaching Interns. LEA's fully qualified site administrator shall be the school site principal or appointed designee.
- E. LEA shall assign a mentor ("Site Support Provider") to Teaching Interns prior to the Teaching Interns assuming daily teaching responsibilities. LEA shall select and evaluate such mentor in accordance with LEA policy and practices and based on clearly defined description of qualifications to include, without implied limitation, a valid corresponding Clear or Life Credential, three years successful teaching experience, and English Learner Authorization (ELA). Mentors ("Site Support Providers") will observe Teaching Interns at the classroom level in collaboration with the University's supervisors.
- F. LEA shall identify an individual who is immediately available to assist Teaching Interns through in-classroom modeling and coaching as needed with: planning lessons that are appropriately designed and differentiated for English Learners (ELs); assessing language needs and progress of ELs; and supporting language accessible instruction. The identified individual may be the same mentor assigned pursuant to section E.
- G. LEA shall not reduce a Teaching Intern's salary by more than 1/8 of his/her total to pay for supervision, and the salary of the Teaching Intern shall not be less than the minimum base salary paid to a regularly certificated person. If a Teaching Intern's salary is reduced, no more than eight interns may be advised by one district support person. *Reference: Education Code Section 44462.*
- H. University and LEA shall orient LEA mentor to his/her roles and responsibilities and provide professional development opportunities in clinical support and supervision.
- I. University shall provide supervisors for all Teaching Interns. University shall have clearly defined qualifications for University supervisors to include, without implied limitation, current knowledge in the content they teach; understanding of the context of schooling; ability to model best professional practices, in teaching and learning, scholarship, and service; knowledgeable about diverse abilities, cultural, language, ethnic and gender diversity; and thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.
- J. LEA/University shall cooperate and collaborate to develop and implement a Professional Development Plan (PDP) for Teaching Interns. LEA input is required before the Teaching Intern begins their teaching assignment.

V. PROVISIONS FOR SUPPORT AND SUPERVISION OF TEACHING INTERNS

- A. LEA and University shall provide a minimum of 144 hours of combined LEA/University mentoring and supervision for Teaching Interns who have earned an English Learner Authorization (ELA). Of the 144 hours, University supervisor will provide a minimum of 90 hours of support per academic year through the combination of site visits and seminars required as part of University's Internship Program. The LEA will provide a minimum of 54 hours of support.
- B. LEA and University shall provide 45 hours of additional mentoring and supervision to Teaching Interns who enter the program without either a valid English Learner Authorization (ELA) listed on a previously issued multiple subject, single subject, or education specialist teaching credential; a valid English Learner, Cross-cultural, Language, and Academic Development (CLAD) authorization; or a valid Bilingual, Cross-cultural, Language, and Academic Development (BCLAD) authorization.
- C. Teaching Interns who assume daily teaching responsibilities after the beginning of a school year shall be provided the following minimum hours of combined University/LEA mentoring and supervision: four hours times the number of instructional weeks remaining in the school year. A minimum of two hours of mentoring and supervision shall be provided to an Intern Teacher every five instructional days.
- D. LEA shall provide sufficient resources including the identification of protected time for the LEA Mentor to work with the intern during the school day to include clearly defined expectations for type and frequency of mentoring.
- E. LEA shall provide in-service appropriate to any beginning teacher and access to resources to allow each intern to perform successfully in his or her position.
- F. University shall be responsible for monitoring and documenting the implementation of Teaching Intern's Professional Development Plan (PDP) to ensure compliance with Commission on Teacher Credentialing requirements. Teaching Intern's PDP documentation will be archived in Teaching Intern's University file.
- G. LEA agrees to cooperate with University managed documentation and monitoring process to ensure that Teaching Interns receive the required 144 hours of mentoring and supervision as well as the 45 hours of mentoring and supervision to Teaching Interns who have not yet earned the English Learner Authorization.
- H. LEA and University shall cooperate and collaborate in developing and maintaining a process of and procedures for access, communication, and collaboration between the Teaching Intern, LEA supervisor, LEA mentor and

University supervisor. LEA shall allow university supervisors access to Teaching Interns' classrooms to provide adequate supervision and support, as needed.

- I. LEA and University supervisors will meet together regularly with Teaching Intern to ensure Teaching Intern is following the California Teaching Performance Expectations (TPEs) or other such standards as may be applicable to the specific regular standard credential each Teaching Intern is seeking to obtain.

VI. PAYMENT

- A. University may pay LEA for the performance by LEA of certain of its services under this Agreement in an amount not to exceed the actual cost of services rendered.
- B. University may hire personnel from LEA to serve in various capacities, including but not limited to adjunct instructor or master teacher. In these instances, the employer/employee relationship is between University and the individual, not the LEA. All amounts shall be paid directly to the individual.

VII. CONFIDENTIALITY OF EDUCATIONAL RECORDS

- A. University Student Records. LEA understands that the educational records of the University students assigned to LEA are protected by the Family Educational Rights and Privacy Act ("FERPA"), at 20 U.S.C. § 1232g. The Parties agree to comply with the requirements of FERPA and its implementing regulations at 34 C.F.R. Part 99. As a result of this Agreement, LEA is considered to be a school official of University. LEA agrees to protect the privacy of educational records concerning any University student assigned to LEA under this Agreement, and will not transmit, share or disclose any such records without the student's written consent, except to other school officials of University who have a legitimate educational interest in the records.
- B. LEA Pupil Records. University shall advise its students assigned to the Program at the LEA that such students shall be subject to LEA's policies respecting confidentiality of LEA pupil information. No University employee, University student, representative or agent shall have access to or have the right to review any LEA pupil record, including, without implied limitation, medical records, except where necessary in the regular course of the Program. The discussion, transmission or narration in any form by University students, University employees, representatives or agents of any LEA pupil information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden, except as a necessary part of the Program and not prohibited by law. LEA shall not grant University students assigned to the Program at LEA sites access to individually identifiable pupil information unless the pupil's parent or guardian has first given written consent using a form approved by LEA that complies with applicable state and federal laws, including FERPA and the Health

Insurance Portability and Accountability Act ("HIPAA") and HIPAA implementing regulations at 45 C.F.R. § 160.103 ("HIPAA Regulations"). For purposes of this Agreement, University students assigned to the Program at the LEA are trainees and shall be considered members of LEA's "workforce" as that term is defined by HIPAA and HIPAA Regulations.

VIII. NON-DISCRIMINATION

The parties acknowledge that all University students assigned to the Program at the LEA shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status, or any other basis prohibited by law.

IX. INDEMNIFICATION

University and LEA both agree to indemnify, defend, and hold harmless each other and their elected and appointed governing board members, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorneys' fees, arising out of or resulting from the negligent acts or omissions or willful misconduct of each other's students, officers, employees, agents and/or representatives arising out of or in connection with the performance of this Agreement, or in proportion to the comparative fault of each other's students, officers, employees, agents and/or representatives.

X. INSURANCE

Each Party shall maintain throughout the Term of this Agreement general liability insurance as is necessary to protect against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement by such Party. All such insurance shall be equivalent to coverage offered by a commercial general liability form, including, without implied limitation, personal injury and contractual liability coverage for the performance by the insured Party of the indemnity provisions set forth in this Agreement, and shall include endorsements naming the other Party as additional insured. Each Party shall upon request provide the other Party a certificate of insurance satisfactory to the requesting Party, which shall include originals of the endorsements that name the other Party as an additional insured. Each Party, at its sole option, may satisfy all or any portion of the general liability insurance requirement through a program of self-insurance, commercial insurance, or any combination thereof.

XI. GENERAL PROVISIONS

A. This Agreement may be amended at any time by mutual agreement of the Parties without additional consideration; provided that, before any amendment shall take effect, it shall be reduced to writing and signed by both Parties.

- B. Neither Party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other Party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- C. In the event that any action is brought by either Party to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees, in addition to such other relief as the court may deem appropriate.
- D. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.
- E. This Agreement constitutes the entire agreement between the Parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- F. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. Should either Party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Los Angeles County, California.
- G. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

<p>UNIVERSITY:</p> <p>Claremont Graduate University Attn: Eddie Partida, Ph.D. Director, Teacher Education Program 925 N. Dartmouth Avenue Claremont, CA 91711</p>	<p>LEA:</p> <p>Monrovia Unified School District Attn: <u>Greg Puccia, Ed. D.</u> Title: <u>Assistant Superintendent, HR.</u> 325 E. Huntington Dr. Monrovia, CA 91016</p>
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Such notice shall be deemed made when personally delivered or, when mailed, forty-eight (48) hours after deposit in the U. S. Mail, first class postage prepaid addressed to the party as shown above. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- H. If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative, or administrative authority of competent jurisdiction, then the Parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

- I. No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both Parties.
- J. This Agreement shall be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting hereof.
- K. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- L. All exhibits attached and referred to in this Agreement are incorporated herein as though fully set forth in this Agreement. In the event that the provisions of any exhibit conflict with the terms of this Agreement, the terms of this Agreement shall control.
- M. Each of the Parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto.
- N. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- O. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- P. In accordance with Education Code Section 17604, this Agreement is not valid or an enforceable obligation against LEA until approved or ratified by motion of the Governing Board of LEA duly passed and adopted.
- Q. Approved Signature. In addition, this agreement is not valid or enforceable obligation against LEA until signed by the LEA official authorized to enter such agreement.

R. It is the express intention of the Parties that this Agreement shall supersede, as of the effective date, any and all other agreements otherwise in force between the parties pertaining to University's Students participation in educational fieldwork or service learning experiences at LEA facilities, including any clinical internship agreement. This paragraph shall not apply to any agreement for services that may currently be in force between the Parties, under which University is providing consulting services to LEA.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CLAREMONT GRADUATE
UNIVERSITY
A California non-profit corporation

MONROVIA UNIFIED SCHOOL DISTRICT
A California public local education agency

Dr. Ryan Smith

Patricia Easton, Ph.D.
Executive Vice President/Provost

LEA Official:
Title: Superintendent of Schools, MUSD.

Date: _____

July 28, 2022
Date: _____

EXHIBIT "A"

Program Definitions

"Students" means persons enrolled in a program at the University which is approved by the Commission on Teacher Credentialing and which leads to an education credential.

"Student Teachers" means persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid classroom teaching experiences and/or individualized therapy under the supervision of a regularly-credentialed employee of the District. An assignment of a student of the University to a student teaching or placement in schools of the District shall be at the discretion of the University, working cooperatively with the District.

"Pre-Teaching Field Experience" shall refer to a brief (five to ten week) period in which a beginning Student in the University will actively participate in the duties and functions of classroom teaching under the direct supervision and instruction of one or more Master Teachers. As the University credential program is designed as an internship, the Pre-Teaching Field Experience is the most common form of classroom exposure before beginning an internship position. The Pre-Teaching Field Experience is not commensurate with Student Teaching.

"Residents" means persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid classroom teaching experiences and/or individualized therapy under the supervision of a regularly-credentialed employee of the District that has been trained as a Master Teacher by CGU. An assignment of a student of the University to a resident student teaching or placement in schools of the District shall be at the discretion of the University, working cooperatively with the District. The assignment shall last for a full academic school year. Residents may be hired as 30 day substitutes and sub for their Master Teacher or other teacher at the school site for a maximum of 2 days per week and provided it does not interfere with the Residents progress in the program. That said, Residents are able to accept a long term substitute assignment to fill in for their Master Teacher if he/she is going to be out for an extended period of time.

"Student Interns" means persons recommended by the University who have been approved to engage in unpaid educational service experiences (counseling, nursing, administration, librarianship, food and nutrition, paralegal, etc.) under the supervision of an appropriately trained or credentialed employee or a registered, licensed, or certified clinician/professional of the District.

"Teaching Interns" means persons recommended by the University, possessing a certificate of clearance and an Internship Credential, who have been approved to engage in paid teaching services under the supervision of a regularly-credentialed employee of the District and a University supervisor. The University reserves the right to issue or deny the preliminary teaching credential at the end of the internship experience. Either the District or the University may remove the teaching intern for unsatisfactory performance.

"Student Observers" means persons recommended by the University who have been approved to engage in observation of classroom teaching or other educational services performed by regularly-credentialed employees of the District. Student observers may be permitted to engage

EXHIBIT "A"

in limited educational fieldwork experiences under the direct supervision and in the presence of a regularly-credentialed employee of the District. Student observers are limited to 20 hours per semester per school site. University does not provide compensation for District employees that supervise Student Observers.

"Education Administration Fieldwork/Interns" means persons recommended by the University who hold a baccalaureate degree from a regionally-accredited institution of higher education (EC 44453) and who have completed three years experience on a prerequisite credential, received a passing score on the CBEST, and are eligible for an Administrative Internship Credential, who have been approved to engage in paid administrative services, if this does not displace a certificated employee, and who shall be under the supervision of a regularly credentialed employee of the District and a University supervisor for a minimum of 15 weeks. The University authorizes the candidates in an administrative internship program to assume the functions authorized by the regular administrative services credential. The University reserves the right to issue or deny the preliminary administrative credential at the end of the internship experience. Either the District or the University may remove the administrative intern for unsatisfactory performance.

"Service Learning Students" means persons recommended by the University who have been approved to engage in service learning activities as specifically set forth in their respective associated learning plans as reviewed and agreed upon in advance by the University student, University, and District. Service learning students may be permitted to engage in activities or work with District students only under the direct supervision and in the presence of a regularly credentialed employee or a registered, licensed, or certified clinician/professional of the District.

"English Learner Authorization" means certificate or equivalent designation that authorizes instruction to English learners. All teacher candidates admitted to a California Multiple or Single Subject Teacher Credential Program on or after July 1, 2002 complete embedded English learner course work authorized under Assembly Bill 1059 (Chap. 711, Stats. 1999). In June 2006, an English Learner authorization was also embedded in the coursework for the Education Specialist Credential. These individuals earn an English learner authorization directly on their teaching credential.

"University Supervisor" means a University employed individual who meets the minimum qualifications set forth in Exhibit "D" attached hereto, and is assigned to coach, advise, mentor, evaluate and instruct University students that are in any clinical field experience or internship teaching. University Supervisors are employed as Mentor Teacher Leads and Faculty Advisors.

"Mentor Teacher" means an LEA employed Teacher who meets the minimum qualifications set forth in Exhibit "D" attached hereto, and has been selected through a collaborative process between LEA and University to mentor and supervise one or more University students placed in his/her classroom for the University educational fieldwork experiences.

"Site Support Provider" means an LEA employed individual who meets the minimum qualifications set forth in Exhibit "D" attached hereto, and is assigned by LEA to mentor the Teaching Intern in collaboration with the University and LEA supervisor/s. The SSP must be

EXHIBIT “A”

immediately available to assist the intern teacher with planning lessons that are appropriately designed and differentiated for English Learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed.

“Professional Development Plan” means the document that is developed and monitored by the University in collaboration with the District/School that identifies individuals responsible for the intern’s support and supervision and includes a summary of activities related to weekly course planning, coaching within the classroom, problem solving regarding students, curriculum and teaching, services to interns who have not yet earned the English Learner Authorization and evaluation of the intern.

“Participating Teachers” means persons enrolled in CGU’s Induction Program who hold a valid California Credential and are working or engaging in classroom experiences to clear their preliminary credential.

EXHIBIT "B"

STUDENT'S STATEMENT OF RESPONSIBILITIES
AND
AGREEMENT TO HOLD HARMLESS

In connection with my participation in the educational fieldwork program ("**Program**") of Claremont Graduate University ("**University**"), at the facilities of the Monrovia Unified School District ("**LEA**"), pursuant to an Agreement between University and LEA, dated August 1, 2022 ("**Agreement**"), I ACKNOWLEDGE AND AGREE THAT I am solely responsible for the following:

- Providing services to or observing LEA's students only under the direct supervision of LEA's professional staff;
- Conformance to all applicable LEA policies, procedures, rules and regulations, and all requirements and restrictions specified jointly by representatives of University and LEA;
- Arranging for my own transportation to and from the LEA if not provided by University;
- Reporting to LEA on time;
- Arranging for my own health insurance when not provided by the University;
- Procuring and maintaining automobile insurance on my personal vehicle, with coverage limits as required under California law, prior to entering LEA grounds in my personal vehicle or, if entering LEA grounds in a vehicle owned by another, ensuring that the owner of such vehicle has in force an automobile insurance policy with coverage limits required by law;
- Assuming responsibility for personal illness and, prior to entering LEA grounds, providing to University and LEA proof of necessary immunizations, such as measles and rubella immunizations within the past four (4) years; negative tuberculin test; chest x-ray; and annual health examination;
- Adhering to all LEA guidelines related to COVID-19 safety and health regulations.
- Paying the full costs of any and all emergency medical care or medical services rendered to me while I am on LEA grounds in connection with the Program;
- Maintaining the confidentiality of LEA pupil information, in which connection I understand and will abide by the following:
 - a. No University student may have access to or have the right to review any LEA pupil record, including, without implied limitation, medical records, except where necessary in the regular course of the Program. The discussion, transmission or narration in any form by University students of any LEA pupil information of a

EXHIBIT "B"

personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden, except as a necessary part of the practical experience.

- b. University students are subject to LEA's policies respecting confidentiality of LEA pupil information. No University student may have access to individually identifiable LEA pupil information unless the pupil's parent or guardian has first given written consent using a form approved by LEA that complies with applicable state and federal laws, including the Health Insurance Portability and Accountability Act ("**HIPAA**") and HIPAA Regulations regarding the confidentiality of health information, if applicable. In the absence of consent, University students may use only unidentified information in any discussions about the service learning experience with University, its employees, representatives, or agents.
 - c. University student shall strictly limit the use of video capture for the purposes of University assignments and completion of Program requirements (Teaching Performance Assessment). University student will adhere to applicable LEA policies and procedures regarding the use of recording devices and student privacy.
- Complying with LEA's dress code and wearing a name badge identifying myself as a student from the University;
 - Attending an orientation to be provided by University personnel; and
 - Notifying LEA immediately should I become aware of any violation of state or federal laws by any University student.

I FURTHER AGREE to defend, indemnify and hold harmless LEA and University, their governing board members or trustees, officers, agents, employees, and volunteers from any and all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and/or damage to property sustained or claimed to have been sustained arising out of my activities in the Program whether such activities are authorized under the Agreement or not; and I shall pay for any and all damage to the property of LEA, or loss or theft of such property, done or caused by me. I understand that LEA assumes no responsibility whatsoever for any property placed on LEA premises by me or University. I further agree to waive all rights of subrogation against LEA and/or University. The provisions of this Hold Harmless Agreement do not apply to any damage or losses caused solely by the negligence of LEA and/or University or any of their agents or employees.

Signed: _____

Print Name: _____

Date: _____

EXHIBIT "C"

University's Obligations with Respect to District Labor Disputes

In the event of District labor disputes, University shall ensure the following:

- A. In the event of a labor dispute in the District, University will direct its students involved in the Program at the District to report to the University until the University supervisor and Program coordinator have assessed the situation.
- B. During a labor dispute at a District Program site, University faculty members who supervise students will visit the District's school site on a regular basis to observe and to meet with District personnel, and such University faculty members shall determine on behalf of the University whether the situation remains educationally valid and physically safe for Program activity.
- C. During District labor disputes, if the aforementioned University personnel determine, in their sole and absolute discretion, that the situation is educationally valid and physically safe and that the District teacher or supervisor is present in his/her regular position, the University supervisor will allow the student the option of continuing Program activities at that site or of terminating the assignment.
- D. University shall be solely responsible for evaluating the safety of its students in the event of a District labor dispute and for making the determination as to whether its students may safely continue their Program experiences at District sites.

EXHIBIT “D”

Roles and Responsibilities

Mentor Teachers

Mentor Teachers are school district employees who have been selected by TEP to work with our candidates during Phase 1 (pre-teaching) and Phase 2 (Residency) because of their efficacy in fostering academic success for culturally and linguistically diverse students, and because of their commitment and ability to coach and mentor candidates. TEP’s Mentor Teachers are hand-selected and routinely participate in professional development.

Mentor Teachers play a vital role in ushering candidates into the profession. Their experience, support and modeling of teaching and professional practices leave a lasting impression on candidates’ own perceptions and practices. All Mentor Teachers bring to the position different aspects of teaching of importance to them and we encourage them to share these interests and talents with their candidate(s). In addition, the following expectations reflect the experiences *all* candidates need on their journey to becoming highly effective teachers.

Coaching Expectations

Mentor, support, provide constructive feedback to candidates’ and evaluate progress regarding their development of the Critical Social Justice Teaching Competencies and California TPEs, and progress toward their goals.
Help candidates bridge academic/theoretical discussions with clinical/practical school realities.
Meet with candidates regularly to debrief the day, plan, review student work, prepare for lessons, develop assessments and discuss classroom ecology/routines.
Support short and long-term lesson planning through modeling and consulting, collaborating, and coaching.
Introduce candidates to the political nature in schools (i.e., where to get help; whom to talk to about various topics; roles and responsibilities of support personnel; etc.) and provide guidance on how to successfully navigate this environment.
Assist candidates with finding, developing, and/or utilizing appropriate resources, including technology, materials, artifacts, and/or data necessary to complete credential and course assignments.
Assistant in the creation and execution of an action plan if your assigned candidate is struggling to meet program and/or school site expectations.

Pedagogical & Professional Modeling Expectations

Model varied research-based and culturally responsive instructional strategies that are aligned with program and state requirements; provide candidates with explanations of implementation and rationale.
Model and include candidates in <i>consistent</i> short- and long-term planning and execution of standards-based lessons/units using state-adopted resources.
Model strategies to differentiate instruction for students’ cultural, linguistic, and developmental needs, including English language learners and students with special needs. [<i>i.e. evidence-based strategies for integrated and designated English Language Development (ELD)</i>].
Model a Warm Demander demeanor, including effective strategies for nurturing a productive and engaging classroom ecology (<i>e.g. classroom organization, norms, rituals, and routines</i>) with

EXHIBIT “D”

particular emphasis on empowering traditionally marginalized or oppressed students.
Model using multiple methods of assessment to make students’ learning/understanding visible <i>and</i> to inform instruction.
Model how to use reflection and analysis of one’s teaching to inform and improve future instruction.
Model developmentally appropriate, ethical, and professional relationships and communication with students, households, staff, and colleagues.
Model effective communication with families that builds strong home and community relationships and enhances students’ learning and growth.
Model professional behavior, including professional dress, preparedness, timeliness, and other professional duties.

Professional Duties & Responsibilities

Embody, actualize, and promote TEP’s critical social justice mission; recognize and seek to change injustice and inequity in the school system and classroom.
Schedule and conduct a minimum of 6 formal observations per semester using the <u>POD</u> (Prepare-Observe-Debrief) cycle in a manner that best facilitates and promotes candidates’ reflection and growth over the term.
Regularly read and respond to candidate’s reflection journal.
Evaluate candidate progress in light of TPEs and TEPs CSJ Teaching Competencies.
Communicate regularly with TEP regarding candidate progress.
Notify relevant TEP Mentor Teacher Leads and/or TEP Leadership as soon as there is any concern pertaining to a Candidate or the clinical experience.
Attend CGU-sponsored professional development and other meetings.
Complete all required CGU-documentation and submit CGU-required paperwork in a timely manner.
Provide a letter of recommendation/reference for candidates that have successfully completed the clinical experience.

Requirements

Expert in content area with knowledge of effective content-specific pedagogy and instructional practices
Recent professional experiences in school settings where curriculum aligns with CA adopted content standards and frameworks
Experience working in schools that reflect the diversity of CA’s diverse student population
Hold a valid teaching credential (clear or equivalent)
Minimum of three to five years of exceptional teaching experience
Recommendation for administrator and approval from LEA Human Resources
Interview/observation by CGU TEP

Site Support Providers

Site Support Providers (SSPs) are school LEA employees or contracted individuals who have been selected by the LEA to support and mentor teachers on an intern credential. They provide

EXHIBIT “D”

the intern with support and mentorship related to weekly course planning, coaching within the classroom, problem solving regarding students, curriculum and teaching.

Coaching Expectations

Mentor, support, provide constructive feedback to candidates’ and evaluate progress regarding their development of the Critical Social Justice Teaching Competencies and California TPEs, and progress toward their goals.
Meet with candidates regularly to debrief the day, plan, review student work, prepare for lessons, develop assessments and discuss classroom ecology/routines.
Support short and long-term lesson planning through modeling and consulting, collaborating, and coaching.
Introduce candidates to the political nature in schools (i.e., where to get help; whom to talk to about various topics; roles and responsibilities of support personnel; etc.) and provide guidance on how to successfully navigate this environment.
Assist candidates with finding, developing, and/or utilizing appropriate resources, including technology, materials, artifacts, and/or data necessary to complete credential and course assignments.

Professional Duties & Responsibilities

Unsure that the candidate receives a minimum of 5 hours of school-based support each week; support may include PD, staff meetings, department meetings, collaborative lunch meetings, shared-planning time, etc.
Communicate regularly with TEP regarding candidate progress.
Notify relevant TEP Mentor Teacher Leads and/or TEP Leadership as soon as there is any concern pertaining to a Candidate or the clinical experience.
Provide evidence of mentor training and/or attend CGU-sponsored professional development.
Complete all required CGU-documentation and submit CGU-required paperwork in a timely manner.

Requirements

Expert in content area with knowledge of effective content-specific pedagogy and instructional practices
Hold a valid teaching credential (clear or equivalent)
Minimum of three to five years of exceptional teaching experience
Recommendation for administrator

EXHIBIT “D”

Mentor Teacher Leads

TEP’s Mentor Teacher Leads work with us during the Pre-teaching and Residency Experience. Mentor Teacher Leads support the Mentor Teachers and candidates within a designated geographic region, and serves as a liaison between the candidate, the Mentor Teacher, the school district/site, and TEP’s Leadership.

Coaching Expectations

Guide and support TEP’s Mentor Teachers so that they can best help their candidate develop the TEP Critical Social Justice Teaching Competencies and the California TPEs; as needed, provide resources, materials, and ideas to help them meet the needs of individual candidates.
As needed, assist with training Mentor Teachers.
Conduct a minimum of three informal observations of all assigned candidates, each semester. Collect evidence and provide feedback in terms of the TPEs and TEP Critical Social Justice Teaching Competencies.
Communicate, clarify, and promote TEP’s mission and expectations to both candidates and Mentor Teachers.
Help resolve issues/problems that arise between the candidate, Mentor Teacher, students, households/community and/or the school site.
Guide the creation and execution of an action plan for any candidate not meeting program expectations.

Professional Expectations

Embody, actualize, and promote TEP’s critical social justice mission; recognize and seek to change injustice and inequity in the school system and classroom.
Maintain communication between designated Mentor Teachers, candidates, and TEP Leadership, including processing documentation associated with the clinical experience.
Communicate regularly with the administrators at designated school sites.
Monitor candidates’ progress and Mentor Teachers’ effectiveness and report any issues or concerns to TEP Leadership.
Maintain a communication log with TEP Leadership.
Attend CGU-sponsored professional development and other meetings.
Complete all required CGU-documentation; <i>submit documentation for mileage reimbursement within 30 days.</i>
Write a letter of recommendation/reference for each assigned candidate.
Provide TEP Leadership with feedback to help improve the program and Pre-teaching experience.

Requirements

Expert in content area with knowledge of effective content-specific pedagogy and instructional practices
Recent professional experiences in school settings where curriculum aligns with CA adopted content standards and frameworks
Experience working in schools that reflect the diversity of CA’s diverse student population
Hold a valid teaching credential (clear or equivalent)

EXHIBIT “D”

Minimum of three to five years of exceptional teaching experience
Recommendation for administrator and approval from LEA Human Resources
Interview/observation by CGU TEP

Clinical Faculty Advisors

TEP’s Clinical Faculty Advisors work with candidates during the year-long Phase II of the clinical experience. These experienced educators support candidates within a designated geographic region, and serve as a liaison between the candidate, the school district/site, and TEP’s Leadership. Clinical Faculty advisors help candidates bridge the connection academic/theoretical concepts with clinical realities.

Coaching Expectations

Mentor, support, and provide feedback to teacher candidates regarding the development of the TEP Critical Social Justice Teaching Competencies and the California TPEs, and progress to their goals
Discuss and provide a model of varied research-based and culturally responsive instructional strategies; provide candidates with explanations of implementation and rationale of how and when to use strategies effectively.
Communicate, clarify, and promote TEP’s mission and expectations to both candidates and Mentor Teachers/SSPs.
Help resolve issues/problems that arise between the candidate, Mentor Teacher, Site Support Providers, students, households/community and/or the school site.
Be accessible to candidates during working hours, via email and/or phone to discuss timely questions pertaining to coursework and/or clinical experiences.
Assist candidates with finding, developing, and/or utilizing appropriate resources, including technology, materials, artifacts, and/or assessment data necessary to complete credential and or academic course assignments.
Evaluate the progress of your candidate considering the TEP Critical Social Justice Teaching Competencies and TPEs.

Professional Expectations

Embody, actualize, and promote TEP’s critical social justice mission; recognize and seek to change injustice and inequity in the school system and classroom.
Maintain communication between designated Mentor Teachers, SSPs, candidates, and TEP Leadership, including processing documentation associated with the clinical experience.
Schedule and conduct the required number of formal observations using the POD (Plan-Observe-Debrief) cycle in a manner that best facilitates and promotes candidates’ reflection and growth over the term.
Communicate regularly with the administrators at designated school sites.
Maintain a presence at assigned school sites, monitor candidates’ progress and Mentor Teachers’ effectiveness, and report any issues or concerns to TEP Leadership.
Maintain regular communication with TEP Leadership.
Attend CGU-sponsored professional development and other meetings.
Complete all required CGU-documentation; <i>submit documentation for mileage reimbursement</i>

EXHIBIT “D”

<i>within 30 days.</i>
Write a letter of recommendation/reference for each assigned candidate.
Provide TEP Leadership with feedback to help improve the program and Pre-teaching experience.

Requirements

Expert in content area with knowledge of effective content-specific pedagogy and instructional practices
Recent professional experiences in school settings where curriculum aligns with CA adopted content standards and frameworks
Experience working in schools that reflect the diversity of CA’s diverse student population
Hold a valid teaching credential (clear or equivalent)
Minimum of three to five years of exceptional teaching experience
Recommendation for administrator and approval from LEA Human Resources
Interview/observation by CGU TEP

EXHIBIT "E"

CLAREMONT GRADUATE UNIVERSITY
TEACHER EDUCATION PROGRAM

CLINICAL FIELD EXPERIENCE PLACEMENT REQUEST

1 STUDENT NAME _____
Street Address _____
City _____ Zip _____
Home Telephone () _____ Work Telephone () _____

2 SETTING
 Elementary Grade(s) _____
 Middle School Subject or Core _____
 High School Subject(s) _____

3 CLASSROOM
 English Only
 Structured English Immersion
 Bilingual

4 DISTRICT/LEA _____ Telephone _____

5 SCHOOL NAME _____
Street Address _____
City _____ Zip _____
Principal's Name _____ Telephone _____
Principal's Email _____
Student start date _____
Student end date _____

6 TERMS

DAYS	M	T	W	Th	Fr
HOURS					

Type of Placement:
 Pre-Teaching
 Residency
 Student Teaching
 Other:

7 MASTER TEACHER INFORMATION or DISTRICT EMPLOYED SUPERVISOR
Name _____ Phone Number: _____
Email _____ Room#: _____

8 SUBSTITUTE TEACHING
 Yes, Student may be hired as 30 day sub
 No, student may not be hired as 30 day sub

8 Approval
 Placement Approved
 Placement Denied

9 District Representative: _____
Date: _____

This school meets the ethnic, linguistic and economic diversity requirements of the CGU Teacher Education Program.

_____ or _____
District Coordinator Co-Director approval required, if above boxed diversity requirements not met.

EXHIBIT “F”

Appendix 1: Data request

The following are the data needed to assess the impact of the CGU DOE TQP project and timeline for data collection:

		CGU participants (treatment group)	Alliance teachers (comparison group)	When to collect (grant year) and cohort														
				Year 1 (19- 20)	Year 2 (20-21)			Year 3 (21-22)			Year 4 (22-23)			Year 5 (23-24)				
Individual teacher data					1	2	3	1	2	3	1	2	3	1	2	3		
	Observation ratings of CSJ competencies	x			x			x	x		x	x	x	x	x	x		
	Earned teaching credential after 1 year	x			x			x	x		x	x	x	x	x	x		
	Passed teaching assessments after year 1	x			x			x	x		x	x	x	x	x	x		
	Secured job at Alliance after year 2	x						x				x				x		
	Completed induction	x						x				x				x		
	Cleared credential	x										x				x		
	One-year persistence in postsecondary year	x	x					x				x				x		
	One-year employment in teaching	x	x					x				x				x		
	Three-year employment in teaching	x	x												x			
	Gender	x	x		x				x				x					
	Age	x	x		x				x				x					

EXHIBIT “F”

	Race/ethnicity	x	x		x				x				x			
	GPA	x	x		x				x				x			
	Subject taught	x	x		x				x				x			
Individual student scores in teachers' classrooms																
	California Smarter Balanced Assessment: ELA	x	x					x			x	x		x	x	x
	California Smarter Balanced Assessment: Mathematics	x	x					x			x	x		x	x	x
	California Smarter Balanced Assessment: Science	x	x					x			x	x		x	x	x
Classroom student demographic information								x			x	x		x	x	x
	Classroom size	x	x					x			x	x		x	x	x
	Grade level	x	x					x			x	x		x	x	x
	Gender	x	x					x			x	x		x	x	x
	Ethnicity	x	x					x			x	x		x	x	x

TQP Grant Goals

Claremont Fellows Social Justice Residency Program

I. Priorities

Absolute priority. Claremont Graduate University (CGU), in partnership with the Rialto Unified School District, will apply funding awarded through the Department of Education Teacher Quality Partnership program toward a rigorous, year-long, critical social justice teaching residency cohort program to help ensure all high need students in the greater Los Angeles area have highly supported and effective teachers. The key aim of the Claremont Fellows program directly aligns with that of the Teacher Quality Partnership Grant Program: empower competitive candidates with the social justice and evidence-based knowledge, skills, dispositions, and experiences they need to improve students’ achievement and be resilient, highly effective K-12 teachers for *all* students--especially those who are least served and with the highest need. To avoid perpetuating the cycle of placing the least prepared teachers into the highest needs schools, all Claremont Fellows will receive exemplary support and instruction in developing their pedagogy and in gaining understanding of (and investment in) the strengths and needs of the communities they serve.

Goals. The Claremont Fellows program will contribute to and maximize the strengths and resources of the Rialto Unified School District. Building from the existing assets and resources of the CGU’s teacher education program and the strengths of the ongoing program revisions, ultimately the Claremont Fellows residency program will provide a rigorous, robust, and sustainable pathway to teaching.

The Claremont Graduate University Teacher Education Program is dedicated to social justice mission aimed to include, celebrate, empower, and educate all students from all backgrounds and communities so that they achieve in school and beyond. The CGU program has had tremendous success in living out its mission over the years, but still can do more to better meet the challenges in Los Angeles posed by income, racial, and ethnic inequality, as well as years of ineffective policy and practices for supporting the highest need students and communities. Given the current context of schools in the local greater Los Angeles community, CGU is keen to establish and sustain strategic partnerships with LEAs equally committed to our mission, establish meaningful research-based pathways to teaching that build and grow the population of highly effective critical social justice educators, and ultimately improve outcomes for high needs students.

Candidate population. Over the past 5 years, the average CGU teacher education cohort has included 48 students (241 total students) from diverse academic, cultural, and racial

EXHIBIT “G”

backgrounds, with demographics that reflect the area, including: 39% Latinx, 32% White, 9% Asian, and 5% Black/African American. To gain admission, candidates must meet rigorous criteria standards and submit numerous supporting documents: application, transcript three letters of recommendation, resume, personal statement, proof of subject-matter proficiency. In addition candidates participate in a group interview where they are asked to complete a social justice teaching performance task. Offered for the past 5 years, the CGU induction program has enrolled an annual average of 24 students, located locally and out of state.

Mentor teachers. Mentor teachers will be those who best exemplify Rialto Unified School District’s core values, content area and pedagogical expertise, and have demonstrated efficacy in helping students learn and achieve. Furthermore, mentor teachers will have evidence of commitment to lifelong learning, enacting social justice in classrooms and schools, collaborating with colleagues to improve student learning and outcomes, and using data to inform their instructions. Mentor teachers will be expected to grow their knowledge, model and support Fellows in demonstrating the Critical Social Justice Teaching Competencies, and their practices and classroom ecology will need to align with those competencies and CGUs 5 core values (critical social justice, content knowledge, pedagogical knowledge, classroom ecology, and planning) so that Fellows’ classroom clinical practice is tightly aligned with coursework.

Criteria and compensation for mentor teachers. All mentor teachers will have at least 3 and ideally 5 years experience, a clear credential in the same credential area as the Claremont Fellow mentee, the support of a Rialto Unified School District administrator, and be interviewed and observed (virtually) by CGU faculty/administration.

In addition to serving as a mentor and coach to a Claremont Fellow throughout the residency period and during the induction period for the subsequent two years, mentor teachers will also participate in the Clinical Practicums, a once monthly meeting to support mentors and residents in levelling up their critical social justice practice.

Clinical observations and support. Throughout their residency, Fellows will be observed teaching and supported by CGU faculty members who teach or assist in the graduate/credential coursework to ensure close alignment between Fellows’ coursework and clinical experiences. Each Fellow will be observed a minimum of 6 times over the course of the year, and each observation will include shared discussion/work on a lesson plan, observation of the lesson as it is delivered, and debrief of the lesson through the lens of CGU’s Social Justice Teaching Competencies, the observed needs of the students, and feedback/insight from the mentor teacher. In addition to providing coaching and support, mentor teachers will also conduct informal observations of Fellows.

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

23. 22/23-3003 - MFT CLINICAL TRAINING AFFILIATION AGREEMENT WITH CALIFORNIA STATE UNIVERSITY, LOS ANGELES

RECOMMENDATION

The Board of Education is requested to approve an affiliation agreement with California State University, Los Angeles, to participate in the MFT Clinical program in the Charter School of Education at California State University, Los Angeles (CSLA).

Rationale:

This affiliation agreement will allow Monrovia Unified School District to participate in the training of students enrolled in the Master's Degree program in Counseling, Marriage, and Family Therapy (MFT) specialization. The District agrees to provide them with appropriate support. Approval of this agreement will give the District benefits of having MFT students at the school, while assisting in the preparation of future Counseling, Marriage, and Family Therapy (MFT) specialists.

Additional Information:

This Agreement shall be effective August 1, 2022 and will remain in effect for three (3) years, terminating on June 30, 2025. However, either party may cancel this Agreement upon thirty (30) days written notice.

ATTACHMENTS

- [Clinical Affiliation Agreement with Cal State Los Angeles MFT program.pdf](#)



CLINICAL TRAINING AFFILIATION AGREEMENT

This MFT Clinical Training Affiliation Agreement is a collaborative and mutual understanding between

Charter College of Education, Division of Special Education & Counseling

MS Counseling, option in Marriage and Family Therapy (MFT)

School-Based Family Counseling Program

California State University, Los Angeles

Hereinafter referred to as "University"

and

Monrovia Unified School District

Hereinafter referred to as "Agency"

For providing quality clinical placement experiences to student-trainees enrolled in the Master's Degree program in Counseling, Marriage and Family Therapy (MFT) specialization, hereinafter referred to as "student."

This affiliation agreement is reflective of the intent by both the University and Agency to promote quality clinical training in interpersonal relationships, marriage, and family therapy through coordinated training objectives, enhanced supervisory experience and enriched professional identity.

University: California State University, Los Angeles
Charter College of Education
Division of Special Education & Counseling
5151 State University Drive
Los Angeles, CA 90032

Agency: Monrovia Unified School District
Address: 325 E. Huntington Drive
Website: www.monroviaschools.net
Phone: 626-471-2000 Fax: 626-471-2013

I. TERMS OF THE MFT CLINICAL TRAINING AGREEMENT

A. **General Understanding**

1. **Purpose:** This is an affiliation agreement between the University and Agency to provide students with clinical experience and training. It is understood that the students are not required nor expected to recruit clients for the Agency as part of their clinical placement. At no time throughout this agreement should students be considered officers, employees, agents or volunteers of the University. The student shall be considered as an "official volunteer" of the Agency for purposes of Worker's Compensation and Liability coverage.

2. **Length of Agreement:** This Agreement shall be effective August 1, 2022 and shall remain in effect for (3) three years, terminating on June 30, 2025. However, either party may cancel this Agreement upon thirty (30) days written notice.
3. **Renewal Process:** The University or Agency may make amendments at any time and such amendments will be made in writing and signed by each party. As necessary, both the University and Agency will review and revise the terms of this affiliation prior to renewal. The party proposing changes to the agreement is required to provide 30 days advanced written notice of the intention to change the agreement.
4. **Site Qualifications:** The Agency is not a private practice setting. The Agency lawfully and regularly provides mental health counseling or psychotherapy and qualifies as a BBS approved setting for MFT trainee as one of the following:
 - A governmental entity
 - A school, college, or university
 - A nonprofit and charitable corporation: (Section 501(c) (3))
 - A licensed health facility (Health and Safety Code Sections 1250, 1250.2, and 1250.3)
 - A social rehabilitation facility or a community treatment facility (Health and Safety Code Section 1502(a))
 - A pediatric day health and respite care facility (Health and Safety Code Section 1760.2)
 - A licensed alcoholism or drug abuse recovery or treatment facility (Health and Safety Code Section 11834.02).
5. **Student Qualifications:** All students who have been designated as an “MFT Trainee” by University are eligible to apply for clinical placement at the Agency. The students will be expected to apply according to the Agency’s process and procedures. The Agency may select appropriate students for their training programs through its own application and selection process.
 - a. Students will be expected to adhere to the Agency’s administrative, confidentiality, conflict of interest, code of conduct, operational, and clinical policies and procedures.
 - b. An Agency may not charge or require fees by the student for training/supervision.
 - c. Students shall procure and maintain in force during the term of student(s)’ fieldwork placement, at the student(s)’ sole cost and expense, professional and personal liability insurance coverage to protect the student against liability arising from any and all negligent acts or incidents caused by the student(s). Coverage under such professional and personal liability insurance shall be not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate for all Covered Parties. Evidence of such insurance will be provided by the student on behalf of the university upon request of the Agency.
6. **Training Agreement:** Students accepted to the Agency will provide the Agency with CSULA’s *MFT Trainee Training Agreement* form. This form specifies the specific requirements of each trainee’s placement and clarifies the responsibilities of the Agency, Trainee, and University.
7. **Assignment.** Without written consent of the UNIVERSITY, this agreement is not assignable by the Agency either in whole or in part.

8. **Agreement Alterations & Integration.** No alteration or variation of the terms of the agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
9. **Endorsement.** Nothing contained in this Agreement shall be construed as conferring on any party hereto, any right to use the other party's name(s) as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore, nothing in this agreement shall be construed as endorsement of any commercial product or service by the UNIVERSITY, its officers or employees.
10. **Survival.** Upon termination of this contract for any reason, the terms provisions, representations and warranties contained in this agreement shall survive expiration or earlier termination of this agreement.
11. **Severability.** If any provision of this agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any State or Federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.
12. **Entire Agreement.** This agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements and understandings with respect thereto. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.

B. Ethical, Legal and Professional Issues

1. The University requires that students be knowledgeable about the laws and regulations relating to the practice of marriage and family therapy in California; all students must complete a course in ethics before beginning fieldwork.
2. The clinical supervisors know, understand, and abide by the laws and regulations pertaining to supervision of trainees and to the experience required for licensure as marriage and family therapists.
3. The University and the Agency expect that the students will abide by the ethical standards of the American Counseling Association and California Association for Marriage and Family Therapy. The University will provide the students with these ethical standards during their first year in the program.
4. The University and the Agency will promote the professional identity of the students as marriage and family therapists and will encourage the students to join professional organizations related to counseling and marriage and family therapy.

II. UNIVERSITY'S CONTRIBUTION

A. Approval of Training Status of Students

Through the Division of Special Education & Counseling, Charter College of Education, the University will review students' preparedness for clinical experience during their second and third quarter in the program. Students who pass this review will be allowed to begin their placements in the field during their second year.

B. Preparation of Students for Field Placement

Prior to allowing students to register for field placement, the University agrees to ensure that students have the following coursework:

- *Pre-Practicum Experience* (COUN 400A, 400B, 505, 506) to include training in building a therapeutic alliance, basic interventions, crisis management, basic case documentation, and self-care.
- *Law and Ethics* (COUN 460), including child abuse reporting.
- *Laboratory in Marriage and Family Counseling* (COUN 523), 2 quarters
- *Individual, Group, and Family Counseling Theories* (COUN 506, 516, 520, 521) including the major counseling and family therapy theories.

During clinical placement experience, students will be monitored by the University through a fieldwork course. All students are required to be enrolled in a fieldwork course while providing direct client service. The University will orient and inform the students regarding the University's expectations and California license requirements regarding clinical placement experience. The University will provide students with information about fieldwork requirements with a fieldwork manual.

C. Procedure for Addressing Student/Supervisor Concerns

The procedure for handling conflicts between the student and agency or supervisor is for the student to address these difficulties with his/her primary supervisor at the Agency, or if the supervisor has concerns to address these directly with the student as early as possible. If the problem is not resolved, the student and/or supervisor should address their concerns with the student's Fieldwork Instructor and/or the Fieldwork Coordinator. If necessary, a written addendum to the trainee training agreement may be used to address concerns.

D. Distribution of Information about Agency

The University will post Agency information and recruitment announcements for students. The Agency may attend the University's annual Placement Fair to recruit students.

E. Covid-19

University shall inform the students that they're responsible for completing and submitting to University (MANDATORY for on-site activities):

- Covid-19 Release of Liability Assumption of Risk form
- Covid-19 Acknowledgement form

III. AGENCY'S CONTRIBUTION

A. Provide Students with an Orientation of the Agency

The Agency will provide the students with an orientation to the Agency's administrative and clinical policies and procedures. The Agency will have a written plan for handling clinical emergencies at each site that students are providing clinical services and orient the students on the execution of the plan.

B. Assign Students Direct Clinical Experience

The Agency will involve the students in clinical assignments that include direct client contact, which involves opportunities to counsel clients in a traditional 45 to 50 minute long therapeutic counseling session. Non-traditional experiences (e.g. music therapy) are not considered adequate training experiences and are not to be counted as hours of experience unless approved by the Fieldwork Coordinator. The Agency will assign cases and clinical duties that are consistent with the students' level of experience and competence.

The Agency that meets Site requirements agrees to provide the following hours of clinical experience for each student:

1. **50% (half) of total weekly hours** are required to be direct client contact.
2. **225 total hours of direct client contact** within the 450 hours of fieldwork.
3. **50% (half) of direct client contact hours** are to be with clients *OTHER* than individual adults or groups (can be children, families or couples) over the course of the fieldwork experience.
4. **Weekly supervision** (1 hour of individual supervision or 2 hours of group supervision (no more than 8 supervisees per group) per 5 hours of direct client contact.

These hours must also include some experiences in the following areas:

- a. Assessing and diagnosing mental health issues.
- b. Writing treatment plans and weekly progress notes.
- c. Referring clients to community resources.
- d. Implementing specific marriage and family therapy theories and techniques.
- e. Attending professional trainings or workshops.

C. Provide Training

The Agency agrees to provide training in the following areas:

1. At least one marriage and family therapy theory that is within the supervisor's area of specialty. Supervisors are encouraged to use supplemental readings.
2. Progress notes, treatment plans, and case documentation required by the site.
3. Community referrals and resources for those served by the Agency.

D. Evaluate Qualifications of Clinical Supervisors

The Agency will determine that the clinical supervisors assigned to supervise MFT Trainees have the appropriate clinical training, supervisory experience and license qualifications.

E. Verify the Clinical License of Supervisors

The Agency will verify that the clinical licenses of its supervisors are current and that the supervisors have completed training in supervision, as required by the Board of Behavioral Sciences or other mental health licensing boards.

F. Allow Presentation of Cases

The Agency will allow students to present clinical cases treated at the Agency in their fieldwork courses at the University. Identifying client data will be changed to protect client confidentiality.

G. Remote Access

For remote activities, Agency shall inform University and student of any information and technology requirements necessary for student to participate in this activity, including but not limited to data security and privacy requirements.

H. General Agency Information

1. Description of Agency (for student publications):

2. Trainees may provide services for

- Individual Adults
- Couples/Families
- Children/Adolescents
- Groups

3. Trainees will gain experience in items: (checked X, required of all sites):

- Assessment/Diagnosis: Describe: _____
- Progress notes: Describe: _____
- Treatment Planning/Case Documentation: Describe: _____
- Case Management/Advocacy: Describe: _____
- Diverse Client Population: Describe: _____
- Crisis Management: Describe: _____
- Other: Describe: _____

4. Trainees will have the opportunity to participate in:

- Training seminars at site: Training will include topics such as: _____
- Staff meetings
- Continuing education seminars or conferences off site.

5. Supervision

The site agrees to provide:

- Individual weekly supervision
- Group supervision
- Supervision by an On-Site "Approved" Supervisor

Live Supervision (*check any that apply*)

- Co-therapy training (with more experienced intern or licensed professional)
- Live supervision (observation)
- Tape/video supervision

6. Application Procedure/Requirements _____

- a. Describe application procedures and deadlines:
- b. To apply for a training position the student needs to contact _____ at _____ and complete the following: *Intern application, interview, finger prints, and TB test.*
- c. The Agency requires a ___ -month commitment and a minimum of ___ hours of *direct client services per week* and a total of ___ hours per week.

7. Agency Proof of Insurance

The Agency shall procure and maintain or provide a program of self-insurance for General Liability Insurance, comprehensive or commercial form with \$1,000,000 minimum limit for each occurrence and minimum limit of \$2,000,000 General Aggregate and vehicle insurance in effect with a minimum coverage of \$1,000,000 per occurrence. Insurance shall be placed with

insurers with a current A.M. Best rating of no less than VII. The Agency will provide evidence of such insurance upon the request of the University.

I. Clinical Supervisors

1. **Responsibility Statement:** The clinical supervisors of the Agency will sign the *Responsibility Statement for Supervisors of a MFT Intern or Trainee* form for each student under their supervision and will provide the student with the original copy. It is the student's responsibility to obtain the supervisor's signature and retain it for the Board of Behavioral Sciences.
2. **Logs of Hours:** The clinical supervisors of the Agency will review and sign two (2) logs of hours: the *BBS Weekly Summary of Hours of Experience* as well as the University's log of hours. These forms are to be completed by the student on a weekly basis and it is the responsibility of the student to obtain the supervisor's signature and retain these forms for the Board of Behavioral Sciences. Supervisors should sign the form each week.
3. **Evaluation of Student:** Each semester, the supervisor will complete an evaluation of the student. The student will request the supervisor's email at the beginning of the semester. The supervisor is required to meet individually with the student to review the evaluation. The evaluation is due to the University in the last week of classes each semester; it is the student's responsibility to inform the supervisor of this due date.
4. **Experience Verification Form:** The clinical supervisors of the Agency will complete and sign the *MFT Experience Verification* form for each student under their supervision upon completion of the supervisory relationship. It is the responsibility of the student to complete this form and keep the original copy for submission to the Board of Behavioral Sciences.
5. **Volunteer Supervision Requirements:** Clinical supervisors employed by the Agency on a volunteer basis need to have a written agreement with the Agency regarding their supervisory assignments. The student will receive the *original* written agreement for submission to the Board of Behavioral Sciences.
6. **Dual Relationships:** Clinical supervisors will not be related to the students under their supervision, nor will they have a personal relationship, which undermines the authority or effectiveness of the supervision.
7. **Responsibility for Oversight:** The Agency, through its clinical supervisors, has the primary responsibility for ensuring that the extent, kind and quality of the counseling performed by the students is consistent with the training and experience of the students and meets the requirement established by law. The clinical supervisor will remain updated about the state's laws and regulations regarding marriage and family therapy.
8. **Provision of Supervision:** The Agency will provide each student with:
 - A minimum of one (1) hour of individual supervision and/or (2) hours of group supervision each week that the students claim hours of experience.
 - Sufficient individual and group supervision to maintain the state mandated ratio of one unit of supervision for every five clients seen.
 - Group supervision will not include more than eight (8) supervisees.

Students will not count as clinical hours of experience the hours when clients cancel or do not appear for their sessions. When the clinical supervisor is unavailable for any given week, the students will receive supervision from another qualified licensed professional, as arranged by the Agency.

9. The Agency, through its clinical staff, will monitor the clinical practice of the students using the following methods:

- Review of student's written clinical notes
- Student's report of clinical work in supervision
- Co-facilitation of groups or sessions with clinical staff
- Review of audio or video recording of student's sessions
- Direct observation by clinical staff of student's clinical work
- Other: _____

J. Evaluation of Training Progress

1. The Agency will determine when students are prepared for clinical assignments and will assess each student's level of clinical competence.
2. The Agency will provide students with ongoing feedback of their training progress and written remediation plans, as appropriate to the situation. The Agency will notify the University, verbally or in writing, of concerns with student progress.

K. COVID-19 Safety and Compliance. Agency is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". Agency is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. Agency, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, Agency will take steps to comply with the modified, changed or updated guidelines or directives. If at any time Agency becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify University of that fact.

IV. SIGNATURES

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

UNIVERSITY

California State University, Los Angeles

Signature: _____

Name: Pedro Diaz

Title: Director, Financial Operations Planning

Date: _____

AGENCY

Monrovia Unified School District

Signature: _____

Name: Dr. Ryan Smith

Title: Superintendent of Schools

Date: _____

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

24. 22/23-3004 - CONFERENCE/ IN-SERVICE ATTENDANCE AND TRAVEL

RECOMMENDATION

The Board of Education is requested to approve Travel and Conference Report #1.

ATTACHMENTS

- [07272022TravelConference.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
Conference/Inservice Attendance and Travel
Report #1

GROUP A (Within budget. For maintenance and/or improvement of district programs)

1/ Association of California School Administrators (ACSA)
Leadership Summit, November 02 through November 05, 2022, San Diego CA.
Account#: 01.0-0000.0.00000-2100-5220-6010014 and
01.0-00000.0.00000-71500-5220-6010012
Estimated cost: \$2051.58
(Registration: \$649.00; Lodging: \$1108.97; Meals: \$138.00; Mileage: \$155.61)

Greg Francois, Deputy Superintendent.
Ryan Smith, Superintendent of Schools.

GROUP B (Not within budget. Budget transfer required)

None

GROUP C (Within budget of Federal/Special programs)

None

GROUP D (No cost to District)

None

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

25. 22/23-3005 - PERSONNEL ASSIGNMENTS

RECOMMENDATION

The Board of Education is requested to approve Personnel Assignments Report #1.

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

- [2022-07-27 Personnel Report 1.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
Personnel Assignment Report #1

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

A. Employments

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
1	Samar	Abi Saab	Adult Ed Teacher	Employ	8/22/22-4/28/23	Adult Ed	16 hrs/wk	C-63910.0 50% C-39050.0 50%	003752	\$46.83/hr	100%
2 #	Lorenzo	Angel	APE ESY Teacher	Employ, as needed	6/13/22-7/12/22	PPS		C-65000.0	000295	\$32.00/hr	100%
3	Ashton	Bond	Elementary Counselor	Employ	8/8/22	Educational Services		C-30100.0	004134	E-1	100%
4	Carol	Burrill	Adult Ed Teacher	Employ	8/22/22-4/28/23	Adult Ed	20 hrs/wk	C-63910.0 50% C-39050.0 50%	003752	\$46.83/hr	100%
5	Joseph	Croft	Adult Ed Teacher	Employ	8/8/22-5/23/23	Adult Ed	16 hrs/wk	C-63910.0	003239	\$46.83/hr	100%
6	Alana	Elliott	Elementary Counselor	Employ	8/8/22	Educational Services		C-30100.0	004134	D-1	100%
7 #	Naomi	Fernandez	Daily Substitute	Employ, as needed	6/8/22-6/30/22	District		G-00000.0	000003	\$190/day	100%
8 #	Paula	Hart Rodas	Dir of Secondary Educational Services	Employ	7/1/22	Educational Services		C-07301.0	004138	53-E	100%
9	Cynthia	High	Adult Ed Teacher	Employ	8/22/22-4/28/23	Adult Ed	16 hrs/wk	C-63910.0 50% C-39050.0 50%	004153	\$46.83/hr	100%
10	Marissa	Quinones	Teacher	Employ	8/8/22	MHS		G-00000.0	000002	D-2	100%
11	John	Riccio	Adult Ed Teacher	Employ	8/22/22-4/28/23	Adult Ed	19.5 hrs/wk	C-63910.0	004152	\$46.83/hr	100%
12	Tedese	Ross	Adult Ed Teacher	Employ	8/15/22-6/8/23	Adult Ed	30 hrs/wk	C-63910.0 50% C-39130.0 50%	003886	\$46.83/hr	100%
13	Drew	Sawyer	Elementary Counselor	Employ	8/8/22	Educational Services		C-30100.0	004134	E-1	100%
14	Heidi	Wilson	Adult Ed Teacher	Employ	8/22/22-4/28/23	Adult Ed	16 hrs/wk	C-63910.0 50% C-39260.0 50%	004075	\$42.62/hr	100%

B. Supplemental Hours/Special Assignments

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
15 #	Amanda	Alfieri	Teacher	21st Century Pilot Classroom Professional Development	7/1/22-6/30/23	Clifton	NTE 44 hrs	C-07102.0	004149	\$40.00/hr	100%
16 #	Lorenzo	Angel	Summer School APE Teacher	ESY - Summer School Prep Day	6/10/22	PPS	NTE 7 hrs	C-65000.0	004025	\$27.00/hr	100%
17 #	Ashton	Bond	Teacher	Summer School Arts Enrichment Program	6/13/22-7/15/22	Santa Fe	NTE 12 hrs	C-32160.0	004123	\$32.00/hr	100%
18 #	MistyRose	Bravo	Preschool Teacher	Attend IEP (SPED Budget)	7/1/22-6/30/23	CELC	NTE 4 hrs/day	C-65000.0	001717	\$21.00/hr	100%
19 #	Jenny	Castellanos	Preschool Teacher	Attend IEP (SPED Budget)	7/1/22-6/30/23	CELC	NTE 4 hrs/day	C-65000.0	001717	\$21.00/hr	100%
20 #	Liza	Castro	Preschool Teacher	Attend IEP (SPED Budget)	7/1/22-6/30/23	CELC	NTE 4 hrs/day	C-65000.0	001717	\$21.00/hr	100%

B. Supplemental Hours/Special Assignments (continued)

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
21 #	Katrina	Cuasay	School Nurse	ESY SELPA Nurse	6/13/22-7/12/22	PPS	NTE 7 hrs/day	C-65002.0	003323	\$65.58/hr	100%
22 #	Carlos	Cuellar	Teacher	21st Century Pilot Classroom Professional Development	7/1/22-6/30/23	MHS	NTE 44 hrs	C-07102.0	004149	\$40.00/hr	100%
23 #	Kelly	Curtis	Teacher	21st Century Pilot Classroom Professional Development	7/1/22-6/30/23	Plymouth	NTE 44 hrs	C-07102.0	004149	\$40.00/hr	100%
24 #	Peter	Davis	Teacher	21st Century Pilot Classroom Professional Development	7/1/22-6/30/23	MHS	NTE 44 hrs	C-07102.0	004149	\$40.00/hr	100%
25 #	Denine	Duronslet	District Health Coordinator	Summer School hours	6/22/22-6/30/22	District	NTE 8 hrs.day	C-32160.0	004148	\$64.28/hr	100%
26 #	Denine	Duronslet	District Health Coordinator	Provide support to diabetic student on field trip	6/3/22	District	As needed	C-65000.0	003958	\$32.00/hr	100%
27 #	Norma	Garcini Vales	Summer School Teacher	ESY - Summer School	6/24/22-7/12/22	PPS	NTE 5 hrs/day	C-65000.0	003947	\$32.00/hr	100%
28 #	Lafayette	Gooler	Teacher	Summer School Prep	6/3/22-6/10/22	MHS	NTE 12 hrs	C-32160.0	004135	\$27.00/hr	100%
29 #	Lafayette	Gooler	Teacher	Summer School - Piano Lab	6/13/22-7/15/22	MHS	NTE 121 hrs	C-32160.0	004123	\$32.00/hr	100%
30 #	Leticia	Gosewisch	Preschool Teacher	Attend IEP (SPED Budget)	7/1/22-6/30/23	CELC	NTE 4 hrs/day	C-65000.0	001717	\$21.00/hr	100%
31 #	Sara	Gutkind	Teacher	Summer School Prep	6/3/22-6/10/22	Santa Fe	NTE 12 hrs	C-32160.0	004135	\$27.00/hr	100%
32 #	Sara	Gutkind	Teacher	Summer School - Arts Enrichment	6/13/22-7/15/22	Santa Fe	NTE 81 hrs	C-32160.0	004123	\$32.00/hr	100%
33 #	Andres	Hernandez	Teacher	21st Century Pilot Classroom Professional Development	7/1/22-6/30/23	Mayflower	NTE 44 hrs	C-07102.0	004149	\$40.00/hr	100%
34 #	Morgan	Hogan	Teacher	Summer School Prep	6/3/22-6/10/22	Mayflower	NTE 12 hrs	C-30100.0	004135	\$27.00/hr	100%
35 #	Morgan	Hogan	Teacher	Summer School - Arts Enrichment	6/13/22-7/15/22	Mayflower	NTE 81 hrs	C-30100.0	004123	\$32.00/hr	100%
36 #	Mackenzie	Hunt	Speech Language Pathologist	ESY prep, report writing, assessments	6/13/22-7/12/22	PPS	NTE 2.5 hrs/day	C-65000.0	003961	\$60.00/hr	100%
37 #	Alison	Hupp	Summer School Teacher	ESY - Summer School	6/13/22-7/12/22	CELC	NTE 7.25 hrs/day	C-65000.0	003947	\$32.00/hr	100%
38 #	Eric	Johnson	Teacher	21st Century Pilot Classroom Professional Development	7/1/22-6/30/23	Santa Fe	NTE 44 hrs	C-07102.0	004149	\$40.00/hr	100%
39 #	Amanda	Jones	Summer School Teacher	ESY - Summer School	7/1/22-7/12/22	PPS	NTE 5 hrs/day	C-65000.0	003947	\$40.00/hr	100%
40 #	Andreis	Karabatos	Substitute Teacher	ESY Summer School Substitute	6/13/22-7/12/22	PPS	NTE 5.75 hrs/day	C-65000.0	003341	\$32.00/hr	100%
41 #	Kimberly	Kirkendall	SDC Teacher	To attend IEP meetings/ complete IEP documents	6/14/22	PPS	NTE 7 hrs	C-65000.0	003011	\$32.00/hr	100%
42 #	Kimberly	Kirkendall	Teacher	ESY - Summer School	6/14/22-6/16/22	MHS	NTE 7 hrs/day	C-65000.0	004025	\$32.00/hr	100%
43 #	Higinio	Lujan	Teacher	Summer School Instruction	6/13/22-7/15/22	Mtn Park	NTE 8 hrs/day	C-31820.0	004011	\$32.00/hr	100%

B. Supplemental Hours/Special Assignments (continued)

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
44 #	Lita	Manookian	Speech Language Pathologist	ESY prep, report writing, assessments	6/13/22-7/12/22	PPS	NTE 2.5 hrs/day	C-65000.0	003961	\$60.00/hr	100%
45 #	Calvin	McKendrick	Assistant Principal	2022 Summer Session Employment extra hours	6/13/22-7/13/22	MHS	NTE 160 hrs	C-00601.0	002766	\$38.00/hr	100%
46 #	Alison	Meloserdoff	Teacher	21st Century Pilot Classroom Professional Development	7/1/22-6/30/23	Wild Rose	NTE 44 hrs	C-07102.0	004149	\$40.00/hr	100%
47 #	Robin	Noble-Dolan	Adult Ed Teacher	CTE Coordination	6/1/22-6/30/22	Adult Ed	NTE 30 hrs	C-63910.0	004045	\$46.83/hr	100%
48 #	Beatriz	Ramirez	Preschool Teacher	Attend IEP (SPED Budget)	7/1/22-6/30/23	CELC	NTE 4 hrs/day	C-65000.0	001717	\$21.00/hr	100%
49 #	Virginia	Recendez	Teacher	Summer School Prep	6/3/22-6/10/22	Monroe	NTE 12 hrs	C-30100.0	004135	\$27.00/hr	100%
50 #	Virginia	Recendez	Teacher	Summer School Arts Enrichment Program	6/13/22-7/15/22	Monroe	NTE 33 hrs	C-30100.0	004123	\$32.00/hr	100%
51 #	Sheela	Reed	Teacher	ESY - Summer School	6/13/22-7/12/22	PPS	NTE 5 hrs/day	C-65000.0	003947	\$32.00/hr	100%
52 #	Sheela	Reed	Teacher	ESY - Summer School Prep Day	6/10/22	PPS	NTE 7 hrs	C-65000.0	004025	\$27.00/hr	100%
53 #	Pablo	Reyes	Teacher	Summer Session Extra Hours	6/13/22-6/29/22	MHS	NTE 63 hrs	C-32160.0	004123	\$32.00/hr	100%
54 #	Tedese	Ross	Teacher	Summer School Instruction	6/13/22-7/15/22	Mountain Park	NTE 8 hrs/day	C-31829.0 50% C-63910.0 50%	004147	\$32.00/hr	100%
55 #	Khalilia	Sailor	Summer School Teacher	Summer Session Extra Hours	6/13/22-6/29/22	MHS	NTE 63 hrs	C-32160.0	004123	\$32.00/hr	100%
56 #	Mark	Tremper	Teacher	ESL Program Coordination	6/1/22-6/30/22	Adult Ed	NTE 30 hrs/wk	C-39050.0 52% C-63910.0 48%	003738	\$46.83/hr	100%
57 #	Jennifer	Tubbs	Teacher	21st Century Pilot Classroom Professional Development	7/1/22-6/30/23	Wild Rose	NTE 44 hrs	C-07102.0	004149	\$40.00/hr	100%
58 #	Janette	Wallick	Teacher	ESY - Summer School Prep Day	6/10/22	Clifton	NTE 5 hrs/day	C-65002.0	004151	\$27.00/hr	100%
59 #	Janette	Wallick	Teacher	ESY - Summer School	6/13/22-7/12/22	Clifton	NTE 5 hrs/day	C-65000.0	003146	\$32.00/hr	100%
60 #	Monique	Zendejas	Preschool Teacher	Attend IEP (SPED Budget)	7/1/22-6/30/23	CELC	NTE 4 hrs/day	C-65000.0	001717	\$21.00/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
61 #	Heather	Adams	Teacher	Resignation	7/13/22	Mayflower
62 #	Alba	Arellano	Teacher	Resignation	7/15/22	Monroe
63 #	Lizbeth	Montiel	Teacher	Resignation	6/13/22	Wild Rose

E. Other

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
64 #	Greg	Francois	Deputy Superintendent	Change of funding	7/1/2022	Educational Services		G-00000.0 75.5% C-30100.0 7.5% C-40350.0 17.0%	004096	74.5-E	100%
65 #	Gregory	Gero	Elementary Principal	Promotion/change of status to Dir of Elementary Educ Serv	7/1/2022	Educational Services		G-00000.0 45.5% C-30100.0 7.5% C-40350.0 17.0% C-07303.0 30.0%	004136	53-A	100%
66 #	Jennifer	Maljian	TOSA-Instructional Coach	Promotion/change of status to Elementary Principal	7/1/2022	Plymouth		G-00000.0	000025	39-A	100%
67	Wendy	Urban	Teacher	Change of status to Intervention Teacher	8/15/2022	Monroe		C-30100.0 69% C-07201.0 31%	003708	F-13	100%

MONROVIA UNIFIED SCHOOL DISTRICT
Personnel Assignment Report #1

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
	None												

B. Supplemental Hours/Special Assignments

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
1	# Susana	Aguirre	Interpreter	District-wide	Employ: Interpret for Special Ed parent meetings, IEPs, Assessments, etc.	\$27.00/hr.	Flat	Rate	NTE: 8 hours per day.	7/1/22-6/30/23	002853	C	65000.0 100%
2	# Raymond	Alarcon	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$25.32/hr.	24	6	NTE: 8 hours per day.	7/1/22-6/30/23	000137	G	00000.0 100%
3	# Raymond	Alarcon	Custodian Extra Hours	District-wide	Employ: Community service.	\$25.32/hr.	24	6	NTE: 20 hours per week.	7/1/22-6/30/23	002896	G	00000.0 100%
4	# Cynthia	Allen	S/S Instructional Assistant - Behavior 1:1	Mayflower	Employ: Extended School Year.	\$22.93/hr.	20	6	NTE: 4.5 hours per day.	06/13/22-7/12/22	003703	C	65000.0 100%
5	# Leslie	Alonso	S/S Instructional Aide - Severe Disabilities	MHS	Employ: Extended School Year.	\$19.76/hr.	18	4	NTE: 5.75 hours per day.	06/13/22-7/12/22	004022	C	65000.0 100%
6	Elizabeth	Arbogast	Campus Assistant Extra Hours	Plymouth	Employ: Extra hours for support.	\$15.53/hr.	4	6	NTE: 6 hours per day.	8/17/22-6/7/23	004141	C	07102.0 100%
7	# Elizabeth	Arbogast	S/S Classroom Aide	Mayflower	Employ: 2022 Summer School.	\$18.35/hr.	15	4	NTE: 108.75 92 hours total. Revised; originally Board approved 6/22/22.	6/13/22-7/15/22	004124	C	32160.0 100%
8	# Michael	Armas	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$20.26/hr.	21	3	NTE: 8 hours per day.	7/1/22-6/30/23	000137	G	00000.0 100%
9	# Michael	Armas	Substitute Groundskeeper I	M.O.T.	Employ: To substitute as needed during the 2021-22 school year.	\$20.26/hr.	21	3	NTE: 8 hours per day.	6/28/22-6/30/22	001649	C	81500.0 100%
10	# Michael	Armas	Custodian Extra Hours	MHS	Employ: School events.	\$20.26/hr.	21	3	NTE: 9 hours total.	6/1/22-6/8/22	000589	G	00000.0 100%
11	# Maria	Avila	S/S Instructional Assistant - Behavior 1:1	Mayflower	Employ: Extended School Year.	\$22.93/hr.	20	6	NTE: 4.5 hours per day.	06/13/22-7/12/22	003703	C	65000.0 100%
12	# Maria	Ayala	Preschool Developmental Aide Extra Hours	CELC	Employ: Classroom coverage and preparation.	\$20.26/hr.	15	6	NTE: 2 hours per day.	7/1/22-6/30/23	000583	C	61050.0 100%
13	# Maria	Ayala	Substitute Preschool Developmental Aide	CELC	Employ: To substitute as needed during the 2022-23 school year.	\$20.26/hr.	15	6	NTE: 5 hours per day.	7/1/22-6/30/23	000678	C	61050.0 100%

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
14	# Kenneth	Barbosa	S/S Instructional Aide - Severe Disabilities	Mayflower	Employ: Extended School Year.	\$21.82/hr.	18	6	NTE: 4.5 hours per day.	06/13/22-7/12/22	004022	C 65000.0	100%
15	# Maria	Barnes	Lead Bus Driver Extra Hours	M.O.T.	Employ: Extra hours as needed for 2022-23 school year.	\$27.94/hr.	28	6	NTE: 8 hours per day.	7/1/22-6/30/23	002657	C 07230.0	100%
16	# Maria	Barnes	Lead Bus Driver Extra Hours	M.O.T.	Employ: Field Trips.	\$27.94/hr.	28	6	Hourly, as needed.	7/1/22-6/30/23	002549	C 90801.0	100%
17	# Maria	Beller	Preschool Developmental Aide Extra Hours	CELC	Employ: Classroom coverage and preparation.	\$20.26/hr.	15	6	NTE: 2 hours per day.	7/1/22-6/30/23	000583	C 61050.0	100%
18	# Maria	Beller	Substitute Preschool Developmental Aide	CELC	Employ: To substitute as needed during the 2022-23 school year.	\$20.26/hr.	15	6	NTE: 5 hours per day.	7/1/22-6/30/23	000678	C 61050.0	100%
19	# Marisol	Bermudez Huerta	S/S Classroom Aide	Monroe	Employ: 2022 Summer School.	\$17.47/hr.	15	3	NTE: 108.75 92 hours total. Revised; originally Board approved 6/22/22.	6/13/22-7/15/22	004124	C 32160.0	100%
20	# Richard	Bernal	S/S Instructional Aide - Special Education 1:1	MHS	Employ: Extended School Year.	\$21.29/hr.	17	6	NTE: 5.75 hours per day.	06/13/22-7/12/22	002198	C 65000.0	100%
21	# Denise	Boudreaux	S/S Instructional Aide - Special Education	CELC	Employ: Extended School Year.	\$21.29/hr.	17	6	NTE: 6.5 hours per day.	6/13/22-7/12/22	003575	C 65000.0	100%
22	# Nicolas	Caldera	S/S Instructional Assistant - Special Education	A.T.P.	Employ: Extended School Year.	\$22.37/hr.	21	5	NTE: 4.5 hours per day.	06/13/22-7/12/22	003575	C 65000.0	100%
23	# James	Campbell	S/S Bus Driver	M.O.T.	Employ: 2022 Summer School.	\$25.32/hr.	24	6	NTE: 5 hours per day.	6/13/22-7/13/22	001741	C 07230.0	100%
24	# James	Campbell	Bus Driver Extra Hours	M.O.T.	Employ: Extra hours as needed for 2022-23 school year.	\$25.32/hr.	24	6	NTE: 8 hours per day.	7/1/22-6/30/23	001741	C 07230.0	100%
25	# James	Campbell	Bus Driver Extra Hours	M.O.T.	Employ: Field trips.	\$25.32/hr.	24	6	Hourly, as needed.	7/1/22-6/30/23	000148	C 90801.0	100%
26	# Jasmine	Campos	After School Activity Leader Extra Hours	VESP/ Wild Rose	Employ: To assist with relocating rooms at site.	\$18.35/hr.	15	4	NTE: 20 hours total.	6/11/22-6/30/22	003991	C 60100.0	100%
27	# Jasmine	Campos	S/S Classroom Aide	Mayflower	Employ: 2022 Summer School.	\$18.35/hr.	15	4	NTE: 108.75 92 hours total. Revised; originally Board approved 6/22/22.	6/13/22-7/15/22	004124	C 32160.0	100%
28	# Lisa	Cardiel	Preschool Developmental Aide Extra Hours	CELC	Employ: Classroom coverage and preparation.	\$21.89/hr.	5-D	6	NTE: 2 hours per day.	7/1/22-6/30/23	000583	C 61050.0	100%
29	# Lisa	Cardiel	Substitute Preschool Developmental Aide	CELC	Employ: To substitute as needed during the 2022-23 school year.	\$21.89/hr.	5-D	6	NTE: 5 hours per day.	7/1/22-6/30/23	000678	C 61050.0	100%
30	# Patricia	Carter	S/S Bus Driver	M.O.T.	Employ: 2022 Summer School.	\$25.32/hr.	24	6	NTE: 6 hours per day.	6/13/22-7/13/22	001741	C 07230.0	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
31	# Patricia	Carter	Bus Driver Extra Hours	M.O.T.	Employ: Extra hours as needed for 2022-23 school year.	\$25.32/hr.	24	6	NTE: 8 hours per day.	7/1/22-6/30/23	001741	C 07230.0	100%
32	# Patricia	Carter	Bus Driver Extra Hours	M.O.T.	Employ: Field trips.	\$25.32/hr.	24	6	Hourly, as needed.	7/1/22-6/30/23	000148	C 90801.0	100%
33	# Mercedes	Casas	S/S Instructional Aide - Special Education	CELC	Employ: Extended School Year.	\$21.29/hr.	17	6	NTE: 3.5 hours per day.	06/13/22-7/12/22	003163	C 65000.0	100%
34	# Marlene	Castillo	Preschool Developmental Aide Extra Hours	CELC	Employ: Classroom coverage and preparation.	\$21.89/hr.	5-D	6	NTE: 2 hours per day.	7/1/22-6/30/23	000583	C 61050.0	100%
35	# Marlene	Castillo	Substitute Preschool Developmental Aide	CELC	Employ: To substitute as needed during the 2022-23 school year.	\$21.89/hr.	5-D	6	NTE: 5 hours per day.	7/1/22-6/30/23	000678	C 61050.0	100%
36	# Christine	Caudillo	Preschool Developmental Aide Extra Hours	CELC	Employ: Classroom coverage and preparation.	\$21.89/hr.	5-D	6	NTE: 2 hours per day.	7/1/22-6/30/23	000583	C 61050.0	100%
37	# Christine	Caudillo	Substitute Preschool Developmental Aide	CELC	Employ: To substitute as needed during the 2022-23 school year.	\$21.89/hr.	5-D	6	NTE: 5 hours per day.	7/1/22-6/30/23	000678	C 61050.0	100%
38	# Arturo	Chavez	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$23.51/hr.	21	6	NTE: 8 hours per day.	7/1/22-6/30/23	000137	G 00000.0	100%
39	# Ricardo	Chavez	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$25.32/hr.	24	6	NTE: 8 hours per day.	7/1/22-6/30/23	000137	G 00000.0	100%
40	# Ricardo	Chavez	Custodian Extra Hours	District-wide	Employ: Community service.	\$25.32/hr.	24	6	NTE: 20 hours per week.	7/1/22-6/30/23	000590	G 00000.0	100%
41	# Adriana	Calmer	S/S Instructional Aide - Special Education	Mayflower	Employ: Extended School Year.	\$21.29/hr.	17	6	NTE: 4.5 hours per day.	06/13/22-7/12/22	003334	C 65000.0	100%
42	# Guadalupe	Contreras	S/S Instructional Aide - Severe Disabilities	Mayflower	Employ: Extended School Year.	\$19.76/hr.	18	4	NTE: 4.5 hours per day.	06/13/22-7/12/22	004022	C 65000.0	100%
43	# Victor	Contreras	Custodian Extra Hours	District-wide	Employ: Community service.	\$23.51/hr.	21	6	NTE: 20 hours per week.	7/1/22-6/30/23	000590	G 00000.0	100%
44	# Victor	Contreras	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$23.51/hr.	21	6	NTE: 8 hours per day.	7/1/22-6/30/23	000137	G 00000.0	100%
45	# Robert	Crowder	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$25.32/hr.	24	6	NTE: 8 hours per day.	7/1/22-6/30/23	000137	G 00000.0	100%
46	# Robert	Crowder	Custodian Extra Hours	District-wide	Employ: Community service.	\$25.32/hr.	24	6	NTE: 20 hours per week.	7/1/22-6/30/23	002896	G 00000.0	100%
47	# Mariana	De La Torre	Clerical Assistant III Extra Hours	CELC	Employ: Reports, registration, office coverage.	\$24.10/hr.	22	6	NTE: 8 hours per day.	7/1/22-6/30/23	002724	C 61050.0	100%

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B. Supplemental Hours/Special Assignments (continued)

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
48	# Mauro	Dela Torre	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$28.64/hr.	29	6	NTE: 8 hours per day.	7/1/22-6/30/23	000137	G 00000.0	100%
49	# Mauro	Dela Torre	Custodian Extra Hours	District-wide	Employ: Community service.	\$28.64/hr.	29	6	NTE: 20 hours per week.	7/1/22-6/30/23	000590	G 00000.0	100%
50	# Noelia	Delgado	Bus Driver Extra Hours	M.O.T.	Employ: Extra hours as needed for 2022-23 school year.	\$25.32/hr.	24	6	NTE: 8 hours per day.	7/1/22-6/30/23	001741	C 07230.0	100%
51	# Noelia	Delgado	Bus Driver Extra Hours	M.O.T.	Employ: Field trips.	\$25.32/hr.	24	6	Hourly, as needed.	7/1/22-6/30/23	000148	C 90801.0	100%
52	# Ronnie	Delgado	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$25.32/hr.	24	6	NTE: 8 hours per day.	7/1/22-6/30/23	000137	G 00000.0	100%
53	# Ronnie	Delgado	Custodian Extra Hours	District-wide	Employ: Community service.	\$25.32/hr.	24	6	NTE: 20 hours per week.	7/1/22-6/30/23	002896	G 00000.0	100%
54	# Louisa	Escandon	S/S Bus Driver	M.O.T.	Employ: 2022 Summer School.	\$25.32/hr.	24	6	NTE: 5 hours per day.	6/13/22-7/13/22	001741	C 07230.0	100%
55	# Louisa	Escandon	Bus Driver Extra Hours	M.O.T.	Employ: Extra hours as needed for 2022-23 school year.	\$25.32/hr.	24	6	NTE: 8 hours per day.	7/1/22-6/30/23	001741	C 07230.0	100%
56	# Louisa	Escandon	Bus Driver Extra Hours	M.O.T.	Employ: Field trips.	\$25.32/hr.	24	6	Hourly, as needed.	7/1/22-6/30/23	000148	C 90801.0	100%
57	# Jennifer	Esparza	Substitute S/S Campus Security Officer	MHS	Employ: To substitute as needed during 2022 Summer School.	\$25.32/hr.	24	6	NTE: 30 hours total.	6/17/22-6/21/22	004137	C 32160.0	100%
58	# Ronald	Farrar	Mechanic - Bus Driver Extra Hours	M.O.T.	Employ: Extra hours as needed for 2022-23 school year.	\$32.40/hr.	34	6	NTE: 8 hours per day.	7/1/22-6/30/23	001741	C 07230.0	100%
59	# Ronald	Farrar	Mechanic - Bus Driver Extra Hours	M.O.T.	Employ: Field trips.	\$32.40/hr.	34	6	Hourly, as needed.	7/1/22-6/30/23	000148	C 90801.0	100%
60	# Arturo	Flores	Custodian Extra Hours	District-wide	Employ: Community service.	\$23.51/hr.	21	6	NTE: 20 hours per week.	7/1/22-6/30/23	000590	G 00000.0	100%
61	# Hector	Flores	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$23.51/hr.	21	6	NTE: 8 hours per day.	7/1/22-6/30/23	000137	G 00000.0	100%
62	# Hector	Flores	Custodian Extra Hours	District-wide	Employ: Community service.	\$23.51/hr.	21	6	NTE: 20 hours per week.	7/1/22-6/30/23	000590	G 00000.0	100%
63	# Adriana	Florio	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$23.51/hr.	21	6	NTE: 8 hours per day.	7/1/22-6/30/23	000137	G 00000.0	100%
64	# Adriana	Florio	Custodian Extra Hours	District-wide	Employ: Community service.	\$23.51/hr.	21	6	NTE: 20 hours per week.	7/1/22-6/30/23	000590	G 00000.0	100%
65	# Steven	Fonseca	S/S Instructional Aide - Severe Disabilities	Clifton	Employ: Extended School Year.	\$17.90/hr.	18	2	NTE: 4.5 hours per day.	06/13/22-7/12/22	004022	C 65000.0	100%

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B. Supplemental Hours/Special Assignments (continued)

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
66	# Steven	Fonseca	Custodian Extra Hours	CELC	Employ: To assist with deep cleaning during the summer.	\$19.28/hr.	21	2	NTE: 80 hours total.	7/11/22-8/14/22	004156	C 32120.0	100%
67	# Terry	Forrest	Substitute Clerical Assistant I	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$21.29/hr.	17	6	NTE: 8 hours per day.	7/1/22-6/30/23	001727	G 00000.0 G 00000.0	50% 50%
68	# Belle	Gagne	Preschool Developmental Aide Extra Hours	CELC	Employ: Classroom coverage and preparation.	\$21.49/hr.	4-D	6	NTE: 2 hours per day.	7/1/22-6/30/23	000583	C 61050.0	100%
69	# Belle	Gagne	Substitute Preschool Developmental Aide	CELC	Employ: To substitute as needed during the 2022-23 school year.	\$21.49/hr.	4-D	6	NTE: 5 hours per day.	7/1/22-6/30/23	000678	C 61050.0	100%
70	# Anthony	Gallardo	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$23.51/hr.	21	6	NTE: 8 hours per day.	7/1/22-6/30/23	000137	G 00000.0	100%
71	# Anthony	Gallardo	Custodian Extra Hours	District-wide	Employ: Community service.	\$23.51/hr.	21	6	NTE: 20 hours per week.	7/1/22-6/30/23	000590	G 00000.0	100%
72	# Brenda	Garcia	S/S Clerical Assistant III	Clifton	Employ: 2022 Extended School Year.	\$24.10/hr.	22	6	NTE: 5 hours per day.	6/16/22-7/12/22	003816	C 65000.0	100%
73	# Paul	Garcia	Skilled Maintenance Electrician Extra Hours	M.O.T.	Employ: Emergency and necessary events.	\$28.64/hr.	33	4	NTE: 8 hours per day.	7/1/22-6/30/23	002907	C 81500.0	100%
74	# Virginia	Garcia	S/S Classroom Aide	Mayflower	Employ: 2022 Summer School.	\$15.53/hr.	4	2	NTE: 108.75 92 hours total. Revised; originally Board approved 6/22/22.	6/13/22-7/15/22	004124	C 32160.0	100%
75	# Nicholas	Gimenez	Substitute S/S Clerical Assistant II	District-wide	Employ: To substitute as needed during 2022 Summer School.	\$18.35/hr.	19	2	NTE: 7 hours per day.	6/13/22-7/15/22	004125	C 32160.0	100%
76	# Nicholas	Gimenez	Substitute S/S Clerical Assistant II	Monroe	Employ: To substitute as needed during the 2022 Summer School Arts Enrichment Program.	\$18.35/hr.	19	2	NTE: 3 hours per day.	6/14/2022	004125	C 32160.0	100%
77	# Nicolas	Gimenez	Substitute S/S Clerical Assistant II	Monroe	Employ: To substitute as needed during 2022 Summer School.	\$18.35/hr.	19	2	NTE: 17 hours total.	6/13/22-6/15/22	004146	C 32160.0	100%
78	# Jonathan	Gomez	S/S Instructional Assistant - Behavior 1:1	Mayflower	Employ: Extended School Year.	\$19.76/hr.	20	3	NTE: 4.5 hours per day.	06/13/22-7/12/22	003703	C 65000.0	100%
79	# Kristine	Gomez-Brenes	Substitute S/S Clerical Assistant III	Clifton	Employ: To substitute as needed during 2022 Summer School.	\$20.77/hr.	22	3	NTE: 5 hours per day.	6/14/22-6/15/22	003816	C 65000.0	100%
80	# Victoria	Goodwin	S/S Classroom Aide	Mayflower	Employ: 2022 Summer School.	\$23.51/hr.	21	6	NTE: 108.75 92 hours total. Revised; originally Board approved 6/22/22.	6/13/22-7/15/22	004124	C 32160.0	100%

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B. Supplemental Hours/Special Assignments (continued)

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent	
81	# Hermann	Goss	S/S Food Service Manager	Monroe	Employ: 2022 Summer School - Food Service Session One and Two.	\$26.45/hr.	15-G	6	NTE: 8 hours per day.	6/10/22-8/11/22	002935	C	53100.0	100%
82	# Juanita	Gutierrez	S/S Instructional Aide - Special Education	Mayflower	Employ: Extended School Year.	\$21.29/hr.	17	6	NTE: 4.5 hours per day.	06/13/22-7/12/22	003334	C	65000.0	100%
83	# Marlene	Gutierrez	S/S Classroom Aide	Mayflower	Employ: 2022 Summer School.	\$21.29/hr.	21	4	NTE: 108.75 92 hours total. Revised; originally Board approved 6/22/22.	6/13/22-7/15/22	004124	C	32160.0	100%
84	Desiree	Harbaugh	Campus Assistant Extra Hours	Plymouth	Employ: Extra hours for support.	\$15.53/hr.	4	6	NTE: 6 hours per day.	8/17/22-6/7/23	004141	C	07102.0	100%
85	# Consuelo	Hernandez	S/S Instructional Aide - Special Education	Mayflower	Employ: Extended School Year.	\$21.29/hr.	17	6	NTE: 4.5 hours per day.	06/13/22-7/12/22	003334	C	65000.0	100%
86	# Margarita	Hernandez	S/S Classroom Aide	Monroe	Employ: 2022 Summer School.	\$15.53/hr.	4	6	NTE: 108.75 92 hours total. Revised; originally Board approved 6/22/22.	6/13/22-7/15/22	004124	C	32160.0	100%
87	# Margarita	Hernandez	Custodian Extra Hours	District-wide	Employ: Community service.	\$18.32/hr.	21	1	NTE: 20 hours per week.	7/1/22-6/30/23	000590	G	00000.0	100%
88	# Olga	Hernandez	S/S Instructional Assistant - Special Education	A.T.P.	Employ: Extended School Year.	\$22.37/hr.	21	5	NTE: 5.05 hours per day.	06/13/22-7/12/22	003575	C	65000.0	100%
89	# Salvador	Herrera	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$23.51/hr.	21	6	NTE: 8 hours per day.	7/1/22-6/30/23	000137	G	00000.0	100%
90	# Salvador	Herrera	Custodian Extra Hours	District-wide	Employ: Community service.	\$23.51/hr.	21	6	NTE: 20 hours per week.	7/1/22-6/30/23	000590	G	00000.0	100%
91	# Stefanie	Hidalgo	S/S Instructional Aide - Special Education 1:1	Mayflower	Employ: Extended School Year.	\$21.29/hr.	17	6	NTE: 4.5 hours per day.	06/13/22-7/12/22	003335	C	65000.0	100%
92	# Cherie	Holguin	S/S Classroom Aide	Monroe	Employ: 2022 Summer School.	\$20.26/hr.	15	6	NTE: 85.5 76.5 hours total. Revised; originally Board approved 6/22/22.	6/13/22-7/8/22	004124	C	32160.0	100%
93	# Clarence	Hurley	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$19.28/hr.	21	2	NTE: 8 hours per day.	7/1/22-6/30/23	000137	G	00000.0	100%
94	Melanie	Hussey	Campus Assistant Extra Hours	Plymouth	Employ: Extra hours for support.	\$15.53/hr.	4	6	NTE: 6 hours per day.	8/17/22-6/7/23	004141	C	07102.0	100%
95	# Jesus	Jara	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$19.28/hr.	21	2	NTE: 8 hours per day.	7/1/22-6/30/23	000137	G	00000.0	100%
96	# Aja	Jones	S/S Health Assistant II	Clifton	Employ: Extended School Year.	\$25.32/hr.	26	5	NTE: 5 hours per day.	6/13/22-7/12/22	003868	C	65000.0	100%

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B. Supplemental Hours/Special Assignments (continued)

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
97	# Brian	Jones	S/S Classroom Aide	Mayflower	Employ: 2022 Summer School.	\$20.26/hr.	15	6	NTE: 108.75 92 hours total. Revised; originally Board approved 6/22/22.	6/13/22-7/15/22	004124 C	32160.0	100%
98	# Katayoun	Karimi	Substitute Preschool Developmental Aide	CELC	Employ: To substitute as needed during the 2022-23 school year.	\$20.26/hr.	15	6	NTE: 5 hours per day.	7/1/22-6/30/23	000678 C	61050.0	100%
99	# Julie	Kilbury	Library Media Specialist II Extra Hours	Santa Fe	Employ: To have the library open to summer school students and to sort Chromebooks.	\$25.95/hr.	25	6	NTE: 75 hours total.	6/9/22-7/29/22	003463 C	07102.0	100%
100	# Ann	Kiryama	S/S Classroom Aide	Mayflower	Employ: 2022 Summer School Arts Enrichment Program.	\$20.26/hr.	15	6	NTE: 6 hours total.	6/13/22-7/15/22	004124 C	32160.0	100%
101	# Ann	Kiryama	S/S Classroom Aide	Monroe	Employ: 2022 Summer School.	\$20.26/hr.	15	6	NTE: 85.5 76.5 hours total. Revised; originally Board approved 6/22/22.	6/13/22-7/8/22	004124 C	32160.0	100%
102	# Ann	Kiryama	Substitute S/S Clerical Assistant I	Mayflower	Employ: To substitute as needed during the 2022 Summer School Arts Enrichment Program.	\$21.29/hr.	17	6	NTE: 3 hours per day.	6/14/2022	004125 C	32160.0	100%
103	# Alex	Lara	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$25.32/hr.	24	6	NTE: 8 hours per day.	7/1/22-6/30/23	000137 G	00000.0	100%
104	# Alex	Lara	Custodian Extra Hours	District-wide	Employ: Community service.	\$25.32/hr.	24	6	NTE: 20 hours per week.	7/1/22-6/30/23	002896 G	00000.0	100%
105	# Diana	Lee	S/S Food Service Manager	MHS/ Recreation Park	Employ: 2022 Summer School - Food Service Session One and Two.	\$20.26/hr.	21	3	NTE: 8 hours per day.	6/29/22-8/11/22	003131 C	53100.0	100%
106	# Holly	Lee	S/S Instructional Assistant - Behavior 1:1	Mayflower	Employ: Extended School Year.	\$20.77/hr.	20	4	NTE: 4.5 hours per day.	06/13/22-7/12/22	003703 C	65000.0	100%
107	# Simone	Lefebvre	S/S Instructional Assistant - Special Education	A.T.P.	Employ: Extended School Year.	\$23.51/hr.	21	6	NTE: 4.5 hours per day.	06/13/22-7/12/22	003575 C	65000.0	100%
108	# Jasmine	Liddell	S/S Classroom Aide	Mayflower	Employ: 2022 Summer School.	\$19.28/hr.	15	5	NTE: 108.75 92 hours total. Revised; originally Board approved 6/22/22.	6/13/22-7/15/22	004124 C	32160.0	100%
109	# Lia	Liem	S/S Food Service Worker	Monroe	Employ: 2022 Summer School - Food Service Session One and Two.	\$18.81/hr.	12	6	NTE: 8 hours per day.	6/10/22-8/11/22	002936 C	53100.0	100%
110	# Cynthia	Liska	S/S Instructional Aide - Special Education	Mayflower	Employ: Extended School Year.	\$21.29/hr.	17	6	NTE: 4.5 hours per day.	06/13/22-7/12/22	003334 C	65000.0	100%

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	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
111	# Theresa	Lopez	S/S Instructional Aide - Severe Disabilities	Clifton	Employ: Extended School Year.	\$21.82/hr.	18	6	NTE: 4.5 hours per day.	06/13/22-7/12/22	004022	C 65000.0	100%
112	# Sabrina	Madrid	S/S Classroom Aide	Monroe	Employ: 2022 Summer School.	\$20.26/hr.	15	6	NTE: 85.5 76.5 hours total. Revised; originally Board approved 6/22/22.	6/13/22-7/8/22	004124	C 32160.0	100%
113	# Claude	Mallory	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$25.32/hr.	24	6	NTE: 8 hours per day.	7/1/22-6/30/23	000137	G 00000.0	100%
114	# Claude	Mallory	Custodian Extra Hours	District-wide	Employ: Community service.	\$25.32/hr.	24	6	NTE: 20 hours per week.	7/1/22-6/30/23	002896	G 00000.0	100%
115	# Christopher	Malone	Warehouse Operator/Delivery Driver Extra Hours	Warehouse	Employ: Summer school material support, teacher/staff relocation, student Chromebook support, inventory, surplus, e-waste and compliant record disposal tasks.	\$24.70/hr.	23	6	NTE: 150 hours total.	7/1/22-8/12/22	004140	C 32120.0	100%
116	# Claudia	Manriquez-Roberts	S/S Instructional Aide - Special Education 1:1	MHS	Employ: Extended School Year.	\$21.29/hr.	17	6	NTE: 5.75 hours per day.	06/13/22-7/12/22	002198	C 65000.0	100%
117	# Maria	Marquez	Preschool Developmental Aide Extra Hours	CELC	Employ: Classroom coverage and preparation.	\$21.08/hr.	3-D	6	NTE: 2 hours per day.	7/1/22-6/30/23	000583	C 61050.0	100%
118	# Maria	Marquez	Substitute Preschool Developmental Aide	CELC	Employ: To substitute as needed during the 2022-23 school year.	\$21.08/hr.	3-D	6	NTE: 5 hours per day.	7/1/22-6/30/23	000678	C 61050.0	100%
119	# Maria	Marquez	S/S Classroom Aide	Mayflower	Employ: 2022 Summer School.	\$21.08/hr.	3-D	6	NTE: 108.75 92 hours total. Revised; originally Board approved 6/22/22.	6/13/22-7/15/22	004124	C 32160.0	100%
120	# Melissa	Marquez	Bus Driver Extra Hours	M.O.T.	Employ: Field trips.	\$19.73/hr.	24	1	Hourly, as needed.	7/1/22-6/30/23	000148	C 90801.0	100%
121	# Melissa	Marquez	Bus Driver Extra Hours	M.O.T.	Employ: Extra hours as needed for 2022-23 school year.	\$19.73/hr.	24	1	NTE: 8 hours per day.	7/1/22-6/30/23	001741	C 07230.0	100%
122	# Denise	Marron	S/S Health Assistant II	MHS	Employ: 2022 Extended School Year.	\$26.60/hr.	26	6	NTE: 5.25 hours per day.	6/13/22-7/15/22	003868	C 65000.0	100%
123	# Joseph	Marron	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$23.51/hr.	21	6	NTE: 8 hours per day.	7/1/22-6/30/23	000137	G 00000.0	100%
124	# Joseph	Marron	Custodian Extra Hours	District-wide	Employ: Community service.	\$23.51/hr.	21	6	NTE: 20 hours per week.	7/1/22-6/30/23	000590	G 00000.0	100%
125	# Amy	Martinez	School Office Manager Extra Hours	CELC	Employ: DRDP reporting, reports and summer registration.	\$26.60/hr.	26	6	NTE: 8 hours per day.	7/1/22-6/30/23	003949	C 61050.0	100%

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	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
126	# Amy	Martinez	School Office Manager Extra Hours	CELC	Employ: Emergency alarm calls.	\$26.60/hr.	26	6	NTE: 2 hours per day.	7/1/22-6/30/23	003764	G 00000.0	100%
127	# Ann	Martinez	S/S Classroom Aide	Mayflower	Employ: 2022 Summer School Arts Enrichment Program.	\$23.51/hr.	21	6	NTE: 81 hours total.	6/13/22-7/15/22	004124	C 32160.0	100%
128	# Ann	Martinez	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$23.51/hr.	21	6	NTE: 8 hours per day.	7/1/22-6/30/23	000137	G 00000.0	100%
129	# Ann	Martinez	Custodian Extra Hours	CO/MP	Employ: To assist with deep cleaning during the summer.	\$23.51/hr.	21	6	NTE: 70 hours total.	7/11/22-8/14/22	004156	C 32120.0	100%
130	# Veronica	Martinez	S/S Classroom Aide	Mayflower	Employ: 2022 Summer School.	\$19.28/hr.	15	5	NTE: 108.75 92 hours total. Revised; originally Board approved 6/22/22.	6/13/22-7/15/22	004124	C 32160.0	100%
131	# Matthew	McGraw	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$18.32/hr.	21	1	NTE: 8 hours per day.	7/1/22-6/30/23	000137	G 00000.0	100%
132	# Matthew	McGraw	Custodian Extra Hours	District-wide	Employ: Community service.	\$18.32/hr.	21	1	NTE: 20 hours per week.	7/1/22-6/30/23	000590	G 00000.0	100%
133	# Nadia	Medina	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$23.51/hr.	21	6	NTE: 8 hours per day.	7/1/22-6/30/23	000137	G 00000.0	100%
134	# Nadia	Medina	Custodian Extra Hours	District-wide	Employ: Community service.	\$23.51/hr.	21	6	NTE: 20 hours per week.	7/1/22-6/30/23	000590	G 00000.0	100%
135	# Michael	Mendez	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$22.93/hr.	20	6	NTE: 8 hours per day.	7/1/22-6/30/23	000137	G 00000.0	100%
136	# Michael	Mendez	Custodian Extra Hours	District-wide	Employ: Community service.	\$22.93/hr.	20	6	NTE: 20 hours per week.	7/1/22-6/30/23	000590	G 00000.0	100%
137	# Karen	Meza	Campus Assistant Extra Hours	Plymouth	Employ: Extra hours for support.	\$15.53/hr.	4	6	NTE: 6 hours per day.	8/17/22-6/7/23	004141	C 07102.0	100%
138	# Alice	Miller	Preschool Developmental Aide Extra Hours	CELC	Employ: Classroom coverage and preparation.	\$20.83/hr.	5-D	5	NTE: 2 hours per day.	7/1/22-6/30/23	000583	C 61050.0	100%
139	# Alice	Miller	Substitute Preschool Developmental Aide	CELC	Employ: To substitute as needed during the 2022-23 school year.	\$20.83/hr.	5-D	5	NTE: 5 hours per day.	7/1/22-6/30/23	000678	C 61050.0	100%
140	# Erinn	Milligan	S/S Classroom Aide	Monroe	Employ: 2022 Summer School.	\$19.28/hr.	15	5	NTE: 85.5 76.5 hours total. Revised; originally Board approved 6/22/22.	6/13/22-7/8/22	004124	C 32160.0	100%
141	# Kayla	Monterroza	Preschool Developmental Aide Extra Hours	CELC	Employ: Classroom coverage and preparation.	\$19.09/hr.	3-D	4	NTE: 2 hours per day.	7/1/22-6/30/23	000583	C 61050.0	100%

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	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
142	# Kayla	Monterroza	Substitute Preschool Developmental Aide	CELC	Employ: To substitute as needed during the 2022-23 school year.	\$19.09/hr.	3-D	4	NTE: 5 hours per day.	7/1/22-6/30/23	000678	C 61050.0	100%
143	# Kayla	Monterroza	S/S Classroom Aide	Mayflower	Employ: 2022 Summer School.	\$19.09/hr.	3-D	4	NTE: 108.75 92 hours total. Revised; originally Board approved 6/22/22.	6/13/22-7/15/22	004124	C 32160.0	100%
144	# Patricia	Montoya	S/S Bus Driver	M.O.T.	Employ: 2022 Summer School.	\$25.32/hr.	24	6	NTE: 5.5 hours per day.	6/13/22-7/13/22	001741	C 07230.0	100%
145	# Patricia	Montoya	Bus Driver Extra Hours	M.O.T.	Employ: Extra hours as needed for 2022-23 school year.	\$25.32/hr.	24	6	NTE: 8 hours per day.	7/1/22-6/30/23	001741	C 07230.0	100%
146	# Patricia	Montoya	Bus Driver Extra Hours	M.O.T.	Employ: Field trips.	\$25.32/hr.	24	6	Hourly, as needed.	7/1/22-6/30/23	000148	C 90801.0	100%
147	# Leticia	Moreno Martinez	Substitute Preschool Developmental Aide	CELC	Employ: To substitute as needed during the 2022-23 school year.	\$20.26/hr.	15	6	NTE: 5 hours per day.	7/1/22-6/30/23	000678	C 61050.0	100%
148	# Tamara	Morrison	Substitute S/S Clerical Assistant III	Mayflower	Employ: To substitute as needed during the 2022 Summer School Arts Enrichment Program.	\$24.10/hr.	22	6	NTE: 3 hours per day.	6/13/22-7/15/22	004125	C 32160.0	100%
149	# Marlon	Munn	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$18.32/hr.	21	1	NTE: 8 hours per day.	7/1/22-6/30/23	000137	G 00000.0	100%
150	# Cynthia	Obregon	S/S Classroom Aide	Monroe	Employ: 2022 Summer School.	\$16.63/hr.	15	2	NTE: 108.75 92 hours total. Revised; originally Board approved 6/22/22.	6/13/22-7/15/22	004124	C 32160.0	100%
151	# Bryna	Ocampo	S/S Instructional Aide - Special Education	CELC	Employ: Extended School Year.	\$21.29/hr.	17	6	NTE: 3.5 hours per day.	06/13/22-7/12/22	003163	C 65000.0	100%
152	# Bryna	Ocampo	Substitute Preschool Developmental Aide	CELC	Employ: To substitute as needed during the 2022-23 school year.	\$20.26/hr.	15	6	NTE: 5 hours per day.	7/1/22-6/30/23	000678	C 61050.0	100%
153	# Cassandra	Ochoa	S/S Instructional Aide - Special Education	Clifton	Employ: Extended School Year.	\$21.29/hr.	17	6	NTE: 4.5 hours per day.	06/13/22-7/12/22	003165	C 65000.0	100%
153	# Sandy	Ochoa Chavez	S/S Classroom Aide	Monroe	Employ: 2022 Summer School.	\$18.35/hr.	15	4	NTE: 108.75 92 hours total. Revised; originally Board approved 6/22/22.	6/13/22-7/15/22	004124	C 32160.0	100%
154	# Sara	Orosco	S/S Classroom Aide	Mayflower	Employ: 2022 Summer School.	\$20.26/hr.	15	6	NTE: 108.75 92 hours total. Revised; originally Board approved 6/22/22.	6/13/22-7/15/22	004124	C 32160.0	100%
155	Barbara	Orozco	Clerical Assistant I Extra Hours	Plymouth	Employ: Community liaison.	\$19.28/hr.	17	4	NTE: 8 hours per day.	8/1/22-6/14/23	003382	C 07102.0	100%

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	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
156	Barbara	Orozco	Clerical Assistant I Extra Hours	Plymouth	Employ: Family engagement support (primary language communication).	\$19.28/hr.	17	4	NTE: 8 hours per day.	8/17/22-6/7/23	003382	C 07102.0	100%
157	Barbara	Orozco	Clerical Assistant I Extra Hours	Plymouth	Employ: Beginning of school year support and prep for close of the school year.	\$19.28/hr.	17	4	NTE: 8 hours per day.	8/1/22-6/14/23	003379	C 07102.0	100%
158	Barbara	Orozco	Substitute School Office Manager	Plymouth	Employ: To substitute as needed during the 2022-23 school year.	\$20.26/hr.	19	4	NTE: 8 hours per day.	8/17/22-6/14/23	000682	G 00000.0	100%
159	# Barbara	Orozco	S/S Clerical Assistant I	Mayflower	Employ: 2022 Summer School Arts Enrichment Program.	\$19.28/hr.	17	4	NTE: 63.25 hours total.	6/13/22-7/15/22	004125	C 32160.0	100%
160	# Barbara	Orozco	Substitute S/S Clerical Assistant I	District-wide	Employ: To substitute as needed during 2022 Summer School.	\$19.28/hr.	17	4	NTE: 7 hours per day.	6/13/22-7/15/22	004125	C 32160.0	100%
161	# Barbara	Orozco	Clerical Assistant I Extra Hours	Plymouth	Employ: Additional office support.	\$18.35/hr.	17	3	Hourly, as needed.	8/2/21-6/24/22. Revised from 6/15/22 end date; originally Board approved 9/8/21.	003379	C 07102.0	100%
162	Maria	Ortiz	Campus Assistant Extra Hours	Plymouth	Employ: Extra hours for support.	\$15.53/hr.	4	6	NTE: 6 hours per day.	8/17/22-6/7/23	004141	C 07102.0	100%
163	# Maria	Ortiz	S/S Classroom Aide	Monroe	Employ: 2022 Summer School.	\$15.53/hr.	4	6	NTE: 108.75 92 hours total. Revised; originally Board approved 6/22/22.	6/13/22-7/15/22	004124	C 32160.0	100%
164	# Elena	Pogosian	S/S Classroom Aide	Mayflower	Employ: 2022 Summer School.	\$16.63/hr.	15	2	NTE: 108.75 92 hours total. Revised; originally Board approved 6/22/22.	6/13/22-7/15/22	004124	C 32160.0	100%
165	# Jaime	Ponce Lezama	Interpreter	District-wide	Employ: Interpret for Special Ed parent meetings, IEPs, Assessments, etc.	\$27.00/hr.	Flat	Rate	NTE: 8 hours per day.	7/1/22-6/30/23	002853	C 65000.0	100%
166	# Mina	Proa	S/S Instructional Assistant - Behavior 1:1	Mayflower	Employ: Extended School Year.	\$20.77/hr.	20	4	NTE: 4.5 hours per day.	06/13/22-7/12/22	003703	C 65000.0	100%
167	# Rene	Ramirez	S/S Instructional Aide - Special Education 1:1	Mayflower	Employ: Extended School Year.	\$21.29/hr.	17	6	NTE: 4.5 hours per day.	06/13/22-7/12/22	003335	C 65000.0	100%
168	# Mark	Reed	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$23.51/hr.	21	6	NTE: 8 hours per day.	7/1/22-6/30/23	000137	G 00000.0	100%
169	# Mark	Reed	Custodian Extra Hours	District-wide	Employ: Community service.	\$23.51/hr.	21	6	NTE: 20 hours per week.	7/1/22-6/30/23	000590	G 00000.0	100%
170	# Jerad	Richard	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$23.51/hr.	21	6	NTE: 8 hours per day.	7/1/22-6/30/23	000137	G 00000.0	100%

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	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
171	# Jerad	Richard	Custodian Extra Hours	District-wide	Employ: Community service.	\$23.51/hr.	21	6	NTE: 20 hours per week.	7/1/22-6/30/23	000590	G 00000.0	100%
172	# Natalie	Ridley	S/S Instructional Aide - Special Education	Mayflower	Employ: Extended School Year.	\$21.29/hr.	17	6	NTE: 4.5 hours per day.	06/13/22-7/12/22	003334	C 65000.0	100%
173	# Sonia	Rizo	S/S Classroom Aide	Monroe	Employ: 2022 Summer School.	\$15.53/hr.	4	6	NTE: 108.75 92 hours total. Revised; originally Board approved 6/22/22.	6/13/22-7/15/22	004124	C 32160.0	100%
174	# Sandra	Roanhorse- Sharafat	After School Site Manager Extra Hours	VESP/ Wild Rose	Employ: To pack and move VESP rooms at site.	\$23.51/hr.	21	6	NTE: 20 hours total.	6/11/22-6/30/22	004333	C 60100.0	100%
175	# Matthew	Roberts	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$22.93/hr.	20	6	NTE: 8 hours per day.	7/1/22-6/30/23	000137	G 00000.0	100%
176	# Matthew	Roberts	Custodian Extra Hours	District-wide	Employ: Community service.	\$22.93/hr.	20	6	NTE: 20 hours per week.	7/1/22-6/30/23	000590	G 00000.0	100%
177	# Diana	Rodriguez	S/S Classroom Aide	Mayflower	Employ: 2022 Summer School.	\$16.63/hr.	15	2	NTE: 108.75 92 hours total. Revised; originally Board approved 6/22/22.	6/13/22-7/15/22	004124	C 32160.0	100%
178	# Lissette	Rodriguez	S/S Instructional Assistant - Behavior 1:1	Mayflower	Employ: Extended School Year.	\$21.82/hr.	20	5	NTE: 4.83 hours per day.	06/13/22-7/12/22	003703	C 65000.0	100%
179	# Antoinette	Rozelle	S/S Instructional Aide - Special Education 1:1	Mayflower	Employ: Extended School Year.	\$21.29/hr.	17	6	NTE: 4.5 hours per day.	06/13/22-7/12/22	003335	C 65000.0	100%
180	# Jorge	Ruiz	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$18.32/hr.	21	1	NTE: 8 hours per day.	7/1/22-6/30/23	000137	G 00000.0	100%
181	# Frederick	Saiz Jr.	Custodian Extra Hours	District-wide	Employ: Community service.	\$25.32/hr.	24	6	NTE: 20 hours per week.	7/1/22-6/30/23	002896	G 00000.0	100%
182	# Fredrick	Saiz Jr.	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$25.32/hr.	24	6	NTE: 8 hours per day.	7/1/22-6/30/23	000137	G 00000.0	100%
183	# Mariela	Samano	Substitute S/S Clerical Assistant III	Santa Fe	Employ: To substitute as needed during 2022 Summer School.	\$18.77/hr.	22	1	NTE: 6.75 hours per day.	7/8/2022	004125	C 32160.0	100%
184	# Brenda	Sandoval- Gonzales	S/S Instructional Aide - Special Education 1:1	Mayflower	Employ: Extended School Year.	\$21.29/hr.	17	6	NTE: 4.5 hours per day.	06/13/22-7/12/22	003335	C 65000.0	100%
185	# Spenser	Santos	S/S Instructional Assistant - Behavior 1:1	Mayflower	Employ: Extended School Year.	\$22.93/hr.	20	6	NTE: 4.5 hours per day.	06/13/22-7/12/22	003703	C 65000.0	100%
186	# Mary	Saxon	S/S Instructional Aide - Special Education	MHS	Employ: Extended School Year.	\$21.29/hr.	17	6	NTE: 5.75 hours per day.	06/13/22-7/12/22	002198	C 65000.0	100%
187	# Fawntaine	Saxton	Substitute S/S Food Service Manager	MHS/ Recreation Park	Employ: To substitute as needed during 2022 Summer School.	\$20.26/hr.	21	3	NTE: 8 hours per day.	6/21/22-6/28/22	003131	C 53100.0	100%

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	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent	
188	# Garrett	Schlageter	S/S Instructional Assistant - Behavior 1:1	MHS	Employ: Extended School Year.	\$22.93/hr.	20	6	NTE: 5.75 hours per day.	06/13/22-7/12/22	003703	C	65000.0	100%
189	# Lori	Schlageter	S/S Instructional Aide - Special Education 1:1	MHS	Employ: Extended School Year.	\$21.29/hr.	17	6	NTE: 5.75 hours per day.	06/13/22-7/12/22	002198	C	65000.0	100%
190	Rachel	Sears	Campus Assistant Extra Hours	Plymouth	Employ: Extra hours for support.	\$15.53/hr.	4	6	NTE: 6 hours per day.	8/17/22-6/7/23	004141	C	07102.0	100%
191	# Paul	Sherman	Substitute S/S Instructional Aide - Special Education	MHS	Employ: To substitute as needed during 2022 Extended School Year.	\$21.29/hr.	17	6	NTE: 5.75 hours per day.	7/5/22-7/12/22	003363	C	65000.0	100%
192	# Carri	Siraganian	S/S Instructional Aide - Special Education	Mayflower	Employ: Extended School Year.	\$21.29/hr.	17	6	NTE: 4.5 hours per day.	06/13/22-7/12/22	003334	C	65000.0	100%
193	# Norbert	Solomon Jr.	S/S Instructional Assistant - Behavior 1:1	Mayflower	Employ: Extended School Year.	\$22.93/hr.	20	6	NTE: 4.5 hours per day.	06/13/22-6/24/22	003703	C	65000.0	100%
194	# Norbert	Solomon Jr.	S/S Instructional Assistant - Behavior 1:1	Mayflower	Employ: Extended School Year.	\$22.93/hr.	20	6	NTE: 6.25 hours per day.	06/27/22-7/12/22	003703	C	65000.0	100%
195	# Martha	Solorzano	S/S Instructional Assistant - Behavior 1:1	MHS	Employ: Extended School Year.	\$22.93/hr.	20	6	NTE: 6.17 hours per day.	06/13/22-7/12/22	003703	C	65000.0	100%
196	Georgina	Tadeo	Campus Assistant Extra Hours	Plymouth	Employ: Extra hours for support.	\$15.53/hr.	4	6	NTE: 6 hours per day.	8/17/22-6/7/23	004141	C	07102.0	100%
197	# Tania	Thompson	S/S Classroom Aide	Mayflower	Employ: 2022 Summer School.	\$15.53/hr.	4	3	NTE: 108.75 92 hours total. Revised; originally Board approved 6/22/22.	6/13/22-7/15/22	004124	C	32160.0	100%
198	# Erin	Thorn	S/S Instructional Aide - Special Education	MHS	Employ: Extended School Year.	\$21.29/hr.	17	6	NTE: 5.75 hours per day.	06/13/22-7/12/22	002198	C	65000.0	100%
199	# Ernesto	Torres	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$22.93/hr.	20	6	NTE: 8 hours per day.	7/1/22-6/30/23	000137	G	00000.0	100%
200	# Ernesto	Torres	Custodian Extra Hours	District-wide	Employ: Community service.	\$22.93/hr.	20	6	NTE: 20 hours per week.	7/1/22-6/30/23	000590	G	00000.0	100%
201	# Rosemary	Torres	Substitute S/S Clerical Assistant I	Monroe	Employ: 2022 Summer School.	\$21.29/hr.	17	6	NTE: 12 hours total.	6/16/22-6/17/22	004125	C	32160.0	100%
202	# Jonathan	Trujillo	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$19.28/hr.	21	2	NTE: 8 hours per day.	7/1/22-6/30/23	000137	G	00000.0	100%
203	# Mario	Tyler	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$26.60/hr.	26	6	NTE: 8 hours per day.	7/1/22-6/30/23	000137	G	00000.0	100%
204	# Mario	Tyler	Custodian Extra Hours	District-wide	Employ: Community service.	\$26.60/hr.	26	6	NTE: 20 hours per week.	7/1/22-6/30/23	000590	G	00000.0	100%

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205	# Laszlo	Uberpakker	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$23.51/hr.	21	6	NTE: 8 hours per day.	7/1/22-6/30/23	000137	G 00000.0	100%
206	# Laszlo	Uberpakker	Custodian Extra Hours	District-wide	Employ: Community service.	\$23.51/hr.	21	6	NTE: 20 hours per week.	7/1/22-6/30/23	000590	G 00000.0	100%
207	# Jason	Vance	S/S Instructional Assistant - Behavior 1:1	Clifton	Employ: Extended School Year.	\$22.93/hr.	20	6	NTE: 4.5 hours per day.	06/13/22-7/12/22	003703	C 65000.0	100%
208	# Jose	Vargas	S/S Instructional Aide - Special Education	Clifton	Employ: Extended School Year.	\$21.29/hr.	17	6	NTE: 4.5 hours per day.	06/13/22-7/12/22	003165	C 65000.0	100%
209	# Ruben	Vargas	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$26.60/hr.	26	6	NTE: 8 hours per day.	7/1/22-6/30/23	000137	G 00000.0	100%
210	# Ruben	Vargas	Custodian Extra Hours	District-wide	Employ: Community service.	\$26.60/hr.	26	6	NTE: 20 hours per week.	7/1/22-6/30/23	000590	G 00000.0	100%
211	# Cecilia	Vega	School Office Manager Extra Hours	Plymouth	Employ: Beginning of school year support and prep for close of the school year.	\$26.60/hr.	26	6	NTE: 8 hours per day.	7/26/22-6/14/23	003379	C 07102.0	100%
212	# Barblin	Villanueva	Substitute S/S Food Service Worker	District-wide	Employ: 2022 Summer School - Food Service Session One and Two.	\$17.38/hr.	2-G	4	NTE: 8 hours per day.	6/10/22-8/11/22	003546	C 53100.0	100%
213	# Christine	Waszut	S/S Instructional Aide - Special Education 1:1	Mayflower	Employ: Extended School Year.	\$21.29/hr.	17	6	NTE: 4.5 hours per day.	06/13/22-7/12/22	003335	C 65000.0	100%
214	# Judy	Watkins	S/S Instructional Aide - Special Education	Mayflower	Employ: Extended School Year.	\$21.29/hr.	17	6	NTE: 4.5 hours per day.	06/13/22-7/12/22	003334	C 65000.0	100%
215	# Charles	Wolf	Warehouse Operator/Delivery Driver Extra Hours	Warehouse	Employ: To assist with material, equipment and food distribution services during summer school and fall semester.	\$24.70/hr.	23	6	NTE: 342 hours total.	7/1/22-12/30/22	004140	C 32120.0	100%
216	# Charles	Wolf	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$22.93/hr.	20	6	NTE: 8 hours per day.	7/1/22-6/30/23	000137	G 00000.0	100%
217	# Charles	Wolf	Custodian Extra Hours	District-wide	Employ: Community service.	\$22.93/hr.	20	6	NTE: 20 hours per week.	7/1/22-6/30/23	000590	G 00000.0	100%
218	# Simone	Wright	Preschool Developmental Aide Extra Hours	CELC	Employ: Classroom coverage and preparation.	\$21.89/hr.	5-D	6	NTE: 2 hours per day.	7/1/22-6/30/23	000583	C 61050.0	100%
219	# Simone	Wright	Substitute Preschool Developmental Aide	CELC	Employ: To substitute as needed during the 2022-23 school year.	\$21.89/hr.	5-D	6	NTE: 5 hours per day.	7/1/22-6/30/23	000678	C 61050.0	100%
220	# Simone	Wright	S/S Classroom Aide	Mayflower	Employ: 2022 Summer School.	\$21.89/hr.	5-D	6	NTE: 108.75 92 hours total. Revised; originally Board approved 6/22/22.	6/13/22-7/15/22	004124	C 32160.0	100%

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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
221	# J. Albert	Zapata	S/S Instructional Aide - Special Education 1:1	Clifton	Employ: Extended School Year.	\$21.29/hr.	17	6	NTE: 4.5 hours per day.	06/13/22-7/12/22	003165	C 65000.0	100%
222	# J. Albert	Zapata	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$22.37/hr.	21	5	NTE: 8 hours per day.	7/1/22-6/30/23	000137	G 00000.0	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
223	# Cecilia	Bonila	Instructional Aide - Special Education	Mayflower	Retirement	\$2767.59/mo	17	6	6 hr./d.; 9 mo./yr.	6/22/2022	000507	C 33100.0	100%
224	Nancy	French	Personnel Analyst	Human Resources	Retirement	\$6169.88/mo	15-S	6	8 hr./d.; 12 mo./yr.	7/31/2022	002958	G 00000.0 G 00000.0	80% 20%
225	# Charles	Poovakan	Chief Technology Officer	Technology	Voluntary resignation.	\$12628.92/mo	16-M	5	8 hr./d.; 12 mo./yr.	6/30/2022. Revised date; originally Board approved 6/22/22.	000050	G 00000.0 C 07303.0	90% 10%
226	Charlie	Segovia	Skilled Maintenance Painter	M.O.T.	Retirement	\$5374.90/mo	32-H	6	8 hr./d.; 12 mo./yr.	8/26/2022	001146	C 81500.0	100%

E. Changes of Status

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
227	# Michael	Armas	Groundskeeper I	M.O.T.	Promotion; transfer from MHS.	\$3530.80/mo	21-H	3	8 hr./d.; 12 mo./yr.	7/1/2022	001272	C 81500.0	100%
228	# Veronica	Escobedo	Compensatory Education Technician	Educational Services	Promotion	\$4522.80/mo	31-H	3	8 hr./d.; 12 mo./yr.	7/1/2022	000175	C 30100.0 C 40350.0 C 07303.0	40% 20% 40%
229	# Elizabeth	Orozco	Clerical Assistant III	Educational Services	Increase in months; transfer from Santa Fe.	\$3997.09/mo	22-H	5	8 hr./d.; 12 mo./yr.	7/5/2022	003364	C 07301.0 C 07301.0	70% 30%
230	# Elizabeth	Orozco	Clerical Assistant III	Santa Fe	Decrease in months; transfer from Educational Services.	\$3975.33/mo	22	5	8 hr./d.; 10 mo./yr.	7/7/2022	000972	G 00000.0	100%
231	# Mariela	Samano	Clerical Assistant III	Educational Services	Increase in months; transfer from Monrovia High School.	\$3272.04/mo	22-H	1	8 hr./d.; 12 mo./yr.	7/11/2022	003364	C 07301.0 C 07301.0	70% 30%
232	# Mario	Tyler	Skilled Maintenance HVAC	M.O.T.	Promotion; transfer from Clifton.	\$4991.40/mo	33-H	4	8 hr./d.; 12 mo./yr.	7/1/2022	001659	C 81500.0	100%

Ratification
* Correction
G General Fund
C Categorical Fund

F. Other

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Effective	Position	Program	Percent
233 #	Angelo	Collado	Classified Stipend	MHS/TPAC	Approve stipend - Technician Coordinator and set building of the summer production of <i>Footloose</i> .	\$3,300.00 stipend paid over 1 month.	6/14/22-6/28/22	002765	C 90123.0	100%
234 #	Jacqueline	Guerrero	Classified Stipend	MHS/TPAC	Approve stipend - Assistant Stage Manager of the summer production of <i>Footloose</i> .	\$1,000.00 stipend paid over 1 month.	6/14/22-6/28/22	002765	C 90123.0	100%

Ratification
 * Correction
 G General Fund
 C Categorical Fund

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

26. 22/23-5001- AMENDMENT TO CERTIFICATION OF SIGNATURES

RECOMMENDATION

The Board of Education is requested to approve an amendment to the Annual Certification of Signatures for the 2022-23 school year.

Rationale:

The Los Angeles County Office of Education (LACOE) requires an annual Certification of Signatures to be submitted for all administrators approving warrants, vouchers, and other payment requests. The form was submitted and approved at our annual organizational meeting on December 13, 2021, but new administration employed with the District requires an amended form to be Board approved and submitted to LACOE. This amended signatures form includes the addition of Assistant Superintendent of Human Resources, Greg Puccia.

ATTACHMENTS

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

27. 22/23-5003 - CONSULTANT AGREEMENT WITH LEADERSHIP ASSOCIATES FOR EXECUTIVE COACHING

RECOMMENDATION

The Board of Education is requested to approve a consultant agreement with Leadership Associates to provide executive coaching and advisement services to the Superintendent, Deputy Superintendent, and Assistant Superintendents of Business Services and Human Resources throughout the 2022-23 school year, and to facilitate the district leadership retreat on August 2-3, 2022.

Rationale:

Under this consultant agreement Leadership Associates, LLC., will provide: • Executive Advisement to the Superintendent. 10 days @\$1,950/day - \$19,500 • Executive Advisement to CBO, Assistant Superintendent of Human Resources, and Deputy Superintendent of Education Services (including time for the Directors who support them). 12 days @\$1,950 per day - \$23,400. • Leadership Team Retreat (includes development and facilitation of the retreat). \$4,200

Background:

Superintendent Ryan Smith and Deputy Superintendent, Greg Francois, both participated in executive coaching with Leadership Associates during the 2021-22 school year and have benefited from the process. This agreement extends executive leadership coaching, advisement, and support, to the rest of Executive Cabinet throughout the 2022-23 school year. Leadership Associates will also facilitate the district leadership retreat on August 2-3, 2022.

Budget Implication (\$ Amount):

The total cost for this agreement is not to exceed \$47, 100 and will be paid with General Funds.

Additional Information:

A copy of the proposed agreement is attached.

ATTACHMENTS

- [Monrovia USD Consultant Agreement 2022-23 ELD Exec Adv \(1\).pdf](#)



LEADERSHIP ASSOCIATES, LLC
449 W Foothill Blvd #427
Glendora CA 91741
Phone (760) 771-4277

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made this June 2022 between LEADERSHIP ASSOCIATES, hereinafter called the Contractor, and MONROVIA UNIFIED SCHOOL DISTRICT hereinafter called the District.

The Contractor agrees to perform services for the District as follows:

The Contractor will provide, during the 2022-23 school year:

- Executive Advisement to the Superintendent. 10 days @\$1,950/day - \$19,500
Executive Advisement to CBO, Assistant Superintendent of Human Resources, and Deputy Superintendent of Education Services (including time for the Directors who support them). 12 days @\$1,950 per day - \$23,400.
Leadership Team Retreat (includes development and facilitation of the retreat). \$4,200

The District agrees to pay the Contractor for an amount not to exceed FORTY SEVEN THOUSAND, ONE HUNDRED (\$47,100), for services provided. The Contractor will submit semi-annual invoices to the District. Payment is due within 30 days of receipt of invoice.

Mail remittance to: Leadership Associates
449 W Foothill Blvd #427
Glendora CA 91741

Contractor agrees to hold harmless and indemnify the District, its officers, agents, and employees with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of person or damage to, destruction, loss, or theft of property arising out of faulty performance of the services to be performed by Contractor hereunder.

It is expressly understood and agreed to by both parties hereto that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent, or employee of the aforesaid District. Either party may terminate this agreement by providing the other party with ten (10) days written notice. Upon such termination, fees will be determined on a pro rata basis.

Leadership Associates does not participate in a California public pension system. Leadership Associates and the District understand that the work/services provided should not be considered creditable toward the STRS earnings limit as the work is not normally performed by employees of the District and requires less than 24 months (496 business days). REF. CA Education Code § 26135.7 (2014)

CONTRACTOR: LEADERSHIP ASSOCIATES, LLC
Taxpayer ID#: 68-038 3653

DISTRICT: MONROVIA UNIFIED SCHOOL DISTRICT

By Betty Hall

By

Name Betty Hall, Contracts Administrator

Name

Date June 30, 2022

Date

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

28. 22/23-5004 - AGREEMENT BETWEEN MONROVIA UNIFIED SCHOOL DISTRICT AND VMA COMMUNICATIONS

RECOMMENDATION

The Board of Education is requested to approve an agreement between Monrovia Unified School District and VMA Communications to provide marketing and public relations services to the District until December 31, 2022.

Rationale:

The District has utilized the services of VMA Communications for public relations and marketing services since 2016. In that time, VMA has coordinated the Board of Education's annual "State of the Schools" address, both virtually and in-person. This year, in collaboration with the District's Public Information Officer, VMA will again coordinate this event, and provide the marketing and production services involved. This year's "State of the Schools" address is slated for October 19, 2022.

Background:

Since the initial contract in 2016, VMA has provided the District with message and content development, promotional products, video production, and crisis and media management.

Budget Implication (\$ Amount):

Total cost of this contract is \$37,000 for contractual activities, and an estimated \$12,425 of preapproved reimbursements/expenses and out-of-scope service fees, for a total cost of \$49,425 to be paid with Supplemental funds.

Additional Information:

A copy of the agreement and cost estimate with VMA Communications is attached.

ATTACHMENTS

- [VMA Monrovia USD Contract FY 22-23.pdf](#)
- [Monrovia USD State of the Schools Estimate FY 22-23.pdf](#)

AGREEMENT FOR COMMUNICATION SERVICES

MONROVIA UNIFIED SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and **VMA COMMUNICATIONS, INC.**, hereinafter referred to as VMA, mutually agree as follows:


1. VMA shall provide information dissemination services to the DISTRICT for communication of school and DISTRICT news and information for the community.
2. DISTRICT shall pay VMA a rate of \$185 per hour for VMA services and \$250 per hour for crisis communications (issue management), not to exceed \$37,000 for VMA services during the period of this agreement, plus pre-approved reimbursements/expenses and out-of-scope service fees estimated at \$12,425 (estimated total \$49,425), based on a Board-approved budget item, per California Education Code. For purposes of this agreement, **VMA services include message and content development, social media and digital marketing, newsletter content, branded newsblasts, crisis management, and video/materials production management.**
3. All other services/items shall be considered out of scope. Services that are considered out of scope include graphic design, web design, printing, mailing, photography, translations, social media boosts, and newspaper advertisement placement. If additional services are required, fees shall be approved at the time of DISTRICT's request.
4. This agreement shall be subject to the following conditions:
 - a. VMA shall submit an itemized invoice for services rendered, including dates of service and detailed expenses/reimbursables. Out-of-scope services and reimbursements will be billed separately. DISTRICT shall pay VMA within 30 days of receipt.
 - b. VMA shall be considered an independent consultant for the purpose of this agreement and not an employee of the DISTRICT. The DISTRICT shall not assume any liability for the payment of retirement benefits, Workers' Compensation Insurance or any other payments to VMA or any of VMA'S personnel performing service hereunder.
 - c. VMA shall hold harmless and indemnify the DISTRICT, its officers, agents, and employees from and against any and all actions, suits, or the proceedings as may arise as a result of performing the work hereunder, except such actions, suits or other proceedings as may arise as a result of the negligence or willful misconduct of the DISTRICT, its officers, agents and employees.
 - d. VMA shall take out and maintain during the period of this Agreement such general liability, professional liability, and/or automobile insurance, as is required, to protect VMA and the DISTRICT as their interest may appear.
 - e. VMA shall maintain the confidentiality of all information received while performing said services.
 - f. VMA shall maintain ownership of intellectual properties, including specific strategy, process, and native files. DISTRICT is the owner of all DISTRICT-specific materials, including logos and final collateral pieces. Administrative control and technical credentials/ passcodes for DISTRICT websites and social media accounts will be transferred to DISTRICT personnel upon contract completion.

- 5. This agreement shall be in effect July 1, 2022 through December 31, 2022. This agreement may be terminated by either party upon sixty (60) days' written notification.
- 6. SIGNED by the authorized representative of the DISTRICT and by the VMA.

DISTRICT
MONROVIA UNIFIED SCHOOL DISTRICT
325 E. Huntington Drive
Monrovia, CA 91016

VMA
VMA COMMUNICATIONS, INC.
243 Oberlin Ave
Claremont, CA 91711

By _____
Ryan D. Smith, Ed.D.
Superintendent of Schools

By  _____
Valerie Martinez
CEO/President

Date _____

Date _____
Fed. ID 47-0901842

CONTRACT ESTIMATE



Client: **Monrovia Unified School District**

Project: State of the Schools Budget

Date: 6/28/2022

Description: The information below is a budget for Monrovia Unified School District's communication plan for FY 2022-2023. The following provides cost estimates for VMA services, plus direct costs. VMA services include writing the content and production management.

Contract Time Period: 07/01/2022 - 12/31/2022 (6 months)

Vendor Name	Job Description	Contract Amount
VMA Communications, Inc.:	Content creation, meetings, issue management, media management, production management, event staffing and event support (Estimated up to 200 VMA service hours)	\$ 37,000.00
Direct Costs: (Billed Separately)	Total direct costs	\$ 12,425.00
Estimated Annual Total:		\$ 49,425.00

FY 2022/23 Estimated Budget and Work Plan								
Work Plan			Client Direct Costs					
Project Name	Description	VMA Services (\$185/\$250 hour)	Graphic Design	Printing	Mail Handling	Postage	Videography	DIRECT COST TOTAL
State of the Schools Invite 2 designs, same look and feel - Community Invite: 1 digital design, send electronically to the community Details: MUSD to send invites via ParentSquare to the community. - VIP Invite: 1 print design, English only, 5"x7" Print qty: 100 (plus envelopes) Mail qty: 50 Postage: 50 Details: VMA will print and mail invites to the VIP's. VIP list provided by the district.		\$185 per hour	\$ 750.00	\$ 175.00	\$ 200.00	\$ 50.00	N/A	\$ 1,175.00
State of the Schools Digital Flier 1 Design, 8.5"x11", color Distribute electronically MUSD to distribute to staff, post on ParentSquare, and social media channels		\$185 per hour	\$ 500.00	N/A	N/A	N/A	N/A	\$ 500.00

State of the Schools Program 1 Design, 8.5"x5.5", double-sided, full color Included a print budget	\$185 per hour	\$ 500.00	\$ 250.00	N/A	N/A	N/A	\$ 750.00	
State of the Schools PowerPoint 1 Design only, PPT (NTE 50 slides) District will provide text and photos for the ppt.	\$185 per hour	\$ 4,000.00	N/A	N/A	N/A	N/A	\$ 4,000.00	
State of the Schools Event Video • A packaged video of the event, taped live and edited, to archive and push out via social media, eblast and post on the website. • 1 video in English • Full Color • On-site filming during the event	\$185 per hour	N/A	N/A	N/A	N/A	\$ 6,000.00	\$ 6,000.00	
State of the Schools Script Script writing for five board members and superintendent (estimated: 2 days per script)	\$185 per hour	N/A	N/A	N/A	N/A	N/A	\$ -	
Day of Event Support Each on-site VMA employee will bill (hourly) their time at the event	\$185 per hour	N/A	N/A	N/A	N/A	N/A	\$ -	
Issue and Media Management	\$250 per hour	N/A	N/A	N/A	N/A	N/A	\$ -	
Direct Cost Estimate Total:		\$ -	\$ 5,750.00	\$ 425.00	\$ 200.00	\$ 50.00	\$ 6,000.00	\$ 12,425.00

Provisions

- This is an estimate. Costs will adjust if the project scope changes and/or the direct cost increase is out of VMA's control (ex: cost of paper increases). Estimated costs are valid for 30 days.
- The timeline will adjust based on client approvals, weekends and holidays.
- Translation is not included in the estimate. The service can be added for an additional fee.
- Print and Mail quantities may change depending on post office data at the time of production.
- Postage funds are not included in the mail handling budget for mass mailings. The client is responsible for depositing the postage funds into their bulk mail account at least 48 hours in advance, prior to the collateral being delivered to the post office.

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

29. 22/23-5005 - BOARD POLICY 4033, *LACTATION ACCOMMODATION*, AND ADMINISTRATIVE REGULATION 4032, *REASONABLE ACCOMMODATION*

RECOMMENDATION

The Board of Education is requested to adopt Board Policy 4033, *Lactation Accommodation*, and administrative regulation 4032, *Reasonable Accommodation*, 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, Human Resources has conducted its a review of Board Policies and Administrative Regulations and is presenting these policies for review. At the June 22nd BOE meeting, the Board received the attached policies for first reading. With no further edits received from the Board of Education, these policies are 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 4033, *Lactation Accommodation* and Administrative Regulation 4032, *Reasonable Accommodation*. These policy updates have been reviewed by the appropriate instructional stakeholders prior to presenting them for Board approval.

Additional Information:

Copies of the proposed policy and administrative regulation are attached.

ATTACHMENTS

- [BP 4033 Lactation Accommodation.pdf](#)
- [AR 4032 Reasonable Accommodation.pdf](#)

LACTATION ACCOMMODATION

The Governing Board recognizes the immediate and long-term health advantages of breastfeeding for infants and mothers and desires to provide a supportive environment for any district employee to express milk for her ~~her~~ **their** infant child upon her ~~her~~ **the employee's** return to work following the birth of the child. The Board prohibits discrimination, harassment, and/or retaliation against any district employee who chooses to express breast milk for her ~~her~~ **the employee's** infant child while at work.

(cf. 4030 - Nondiscrimination in Employment)

~~(cf. 4031 - Complaints Concerning Discrimination in Employment)~~

~~The district shall provide a reasonable amount of break time to accommodate an employee each time she has a need to express breast milk for her infant child. (Labor Code 1030)~~

~~To the extent possible, such break time shall run concurrently with the break time already provided to the employee. Any additional break time used by a non-exempt employee for this purpose shall be unpaid. (Labor Code 1030; 29 USC 207)~~

~~The employee shall be provided a private location, other than a restroom, which is in close proximity to her work area and meets the requirements of Labor Code 1031 and 29 USC 207, as applicable.~~

~~Employees are encouraged to notify their supervisor or other appropriate personnel in advance of their intent to make use of the accommodations offered for employees who are nursing mothers. As needed, the supervisor shall work with the employee to address arrangements and scheduling in order to ensure that the employees' essential job duties are covered during the break time~~

~~Lactation accommodations may be denied only in limited circumstances in accordance with law. (Labor Code 1032; 29 USC 207)~~

~~Before an employee's supervisor makes a determination to deny lactation accommodations, he/she shall consult the Superintendent or designee. In any case in which lactation accommodations are denied, the Superintendent or designee shall document the options that were considered and the reasons for denying the accommodations.~~

An employee shall notify the employee's supervisor or other appropriate personnel in advance of the intent to request an accommodation. The supervisor shall respond to the request and shall work with the employee to make arrangements. If needed, the supervisor shall address scheduling in order to ensure that the employee's essential job duties are covered during the break time.

Lactation accommodations shall be granted unless limited circumstances exist as specified in law. (Labor Code 1031, 1032; 29 USC 207)

Before a determination is made to deny lactation accommodations to an employee, the employee's supervisor shall consult with the Superintendent or designee. When lactation accommodations are denied, the Superintendent or designee shall document the options that were considered and the reasons for denying the accommodations.

The Superintendent or designee shall provide a written response to any employee who was denied the accommodation(s). (Labor Code 1034)

The district shall include this policy in its employee handbook or in any set of policies that the district makes available to employees. In addition, the Superintendent or designee shall distribute the policy to new employees upon hire and when an employee makes an inquiry about or requests parental leave. (Labor Code 1034)

Break Time and Location Requirements

The district shall provide a reasonable amount of break time to accommodate an employee each time the employee has a need to express breast milk for an infant child. (Labor Code 1030)

To the extent possible, any break time granted for lactation accommodation shall run concurrently with the break time already provided to the employee. Any additional break time used by a non-exempt employee for this purpose shall be unpaid. (Labor Code 1030; 29 USC 207)

The employee shall be provided the use of a private room or location, other than a bathroom, which may be the employee's work area or another location that is in close proximity to the employee's work area. The room or location provided shall meet the following requirements: (Labor Code 1031; 29 USC 207)

1. Is shielded from view and free from intrusion while the employee is expressing milk
2. Is safe, clean, and free of hazardous materials, as defined in Labor Code 6382
3. Contains a place to sit and a surface to place a breast pump and personal items
4. Has access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-

powered breast pump

5. Has access to a sink with running water and a refrigerator or, if a refrigerator cannot be provided, another cooling device suitable for storing milk in close proximity to the employee's workspace

If a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over other uses for the time it is in use for lactation purposes. (Labor Code 1031)

Dispute Resolution

An employee may file a complaint with the Labor Commissioner at the California Department of Industrial Relations for any alleged violation of Labor Code 1030-1034. (Labor Code 1034)

(cf. 4144/4244/4344 - Complaints)

Adopted: December 12, 2018

Revised: June 2022

Legal Reference:

EDUCATION CODE

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

CIVIL CODE

43.3 Right of mothers to breastfeed in any public or private location

GOVERNMENT CODE

12926 Definition of sex; breastfeeding

12940 Unlawful discriminatory employment practices

12945 Unlawful discrimination based on pregnancy, childbirth, or related medical conditions

LABOR CODE

1030-1034 Lactation accommodation

6382 Procedure for listing hazardous substances

CODE OF REGULATIONS, TITLE 2

11035-11051 Unlawful sex discrimination; pregnancy and related medical conditions

UNITED STATES CODE, TITLE 29

207 Fair Labor Standards Act; lactation accommodation

Management Resources:

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS

Rest Periods/Lactation Accommodation, Frequently Asked Questions

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH PUBLICATIONS

Lactation Accommodation for Employers

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

Lactation Support Program Toolkit

FEDERAL REGISTER

Reasonable Break Time for Nursing Mothers, December 21, 2010, Vol. 75, No. 244, pages 80073-80079

OFFICE OF THE SURGEON GENERAL PUBLICATIONS

The Surgeon General's Call to Action to Support Breastfeeding, 2011

HEALTH RESOURCES AND SERVICES ADMINISTRATION PUBLICATIONS

The Business Case for Breastfeeding: Steps for Creating a Breastfeeding Friendly Worksite, Toolkit, 2008

U.S. DEPARTMENT OF LABOR, WAGE AND HOUR DIVISION, PUBLICATIONS

Frequently Asked Questions- Break Time for Nursing Mothers

Fact Sheet #73: Break Time for Nursing Mothers under the FLSA, rev. April 2018

WEB SITES

California Department of Industrial Relations, Division of Labor and Standards

Enforcement: <http://www.dir.ca.gov/dlse> California Department of Public Health:

<http://www.cdph.ca.gov>

California Women, Infants and Children Program: <http://www.wicworks.ca.gov>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Health Resources and Services Administration: <http://www.hrsa.gov>

Office of the Surgeon General: <http://www.surgeongeneral.gov>

U.S. Department of Labor, Wage and Hour Division, Break Time for Nursing Mothers:

<http://www.dol.gov/whd/nursingmothers>

REASONABLE ACCOMMODATION**Definitions**

~~Disability, with respect to an individual, is defined as any of the following:-~~

- ~~1. A physical or mental impairment that limits one or more of the major life activities-~~
- ~~2. A record of such an impairment-~~
- ~~3. Being regarded as having such an impairment-~~

~~Limits shall be determined without regard to mitigating measures such as medications, assistive devices, prosthetics, or reasonable accommodations, unless the mitigating measure itself limits a major life activity.-~~

Except when undue hardship would result to the district, the Superintendent or designee shall provide reasonable accommodation:

1. In the job application process, to any qualified job applicant with a disability
2. To enable any qualified employee with a disability to perform the essential functions of the position they hold or desires to hold or to enjoy equal benefits or other terms, conditions, and privileges of employment as other similarly situated employees without disabilities

~~Essential functions are the fundamental job duties of the position the individual with a disability holds or desires. The term does not include the marginal functions of the position.~~

No employee or job applicant who requests an accommodation for their physical or mental disability shall be subjected to discrimination or to any punishment or sanction, regardless of whether the request for accommodation was granted. (Government Code 12940)

The district designates the position specified in AR 4030 - Nondiscrimination in Employment as the coordinator of its efforts to comply with the Americans with Disabilities Act (ADA) and to investigate any and all related complaints.

(cf. 4030 - Nondiscrimination in Employment)

Definitions

Disability, with respect to an individual, is defined as any of the following: (Government Code 12926; 29 CFR 1630.2)

1. A physical or mental impairment that limits one or more of the major life activities
2. A record of such an impairment
3. Being regarded as having such an impairment

Limits shall be determined without regard to mitigating measures such as medications, assistive devices, prosthetics or reasonable accommodations, unless the mitigating measure itself limits a major life activity. (Government Code 12926)

~~Reasonable accommodations that an employer may need to provide in connection with modifications to the work environment or adjustments in how and when a job is performed that enable an individual with a disability to enjoy equal employment opportunities include, but are not limited to:~~

- ~~1. Making existing facilities accessible and usable~~
- ~~2. Restructuring the job duties~~
- ~~3. Offering part-time or modified work schedules~~
- ~~4. Acquiring or modifying equipment or devices~~
- ~~5. Changing tests, training materials or policies~~
- ~~6. Providing qualified readers or interpreters~~
- ~~7. Reassigning the employee to a vacant position~~

Essential functions are the fundamental job duties of the position the individual with a disability holds or desires. The term does not include the marginal functions of the position. (Government Code 12926; 29 CFR 1630.2)

Reasonable accommodation means: (Government Code 12926; 29 CFR 1630.2)

1. For a qualified job applicant with a disability, modifications or adjustments to the job application process that enable them to be considered for the position they desire
2. For a qualified employee with a disability, modifications or adjustments to the work environment, or to the manner or circumstances under which the position the employee holds or desires is customarily performed, that will enable them to perform the essential functions of that position or to enjoy equal benefits and privileges of employment as are enjoyed by the district's other similarly situated employees without disabilities

~~Qualified individual with a disability means an individual with a disability who satisfies the requisite skill, experience, education and other job-related requirements of the employment position and who, with or without reasonable accommodation, can perform the essential functions of such position.~~

~~Undue hardship is a determination based on an individualized assessment of current circumstances that shows that a specific reasonable accommodation would cause significant difficulty or expense. A determination of undue hardship should be based on several factors, including:~~

- ~~1. The nature and net cost of the accommodation needed, taking into consideration the availability of tax credits and deductions and/or outside funding~~
- ~~2. The overall financial resources of the facility making the reasonable accommodation, the number of persons employed at this facility, the effect on expenses and resources of the facility, or the impact on the operations of the facility~~
- ~~3. The overall financial resources, size, number of employees, and the number, type and location of facilities of the district~~
- ~~4. The type of operation of the district, including the structure and functions of the workforce, the geographic separateness, and the administrative or fiscal relationship of the facility involved in making the accommodation~~
- ~~5. The impact of the accommodation on the operation of the facility, including the impact on the ability of other employees to perform their duties and the impact on the facility's ability to conduct business.~~

~~Qualified individual with a disability means a job applicant or employee with a disability who: (29 CFR 1630.15, 1630.2)~~

- ~~1. Satisfies the requisite skill, experience, education, and other job-related requirements of the employment position they hold or desires~~
- ~~2. Can perform the essential functions of the position with or without reasonable accommodation~~
- ~~3. Would not pose a significant risk of substantial harm, which cannot be eliminated or reduced by reasonable accommodation, to themselves or others in the job they hold or desires~~

Requests for Reasonable Accommodation

~~The district designates the position specified in BP 4030 – Nondiscrimination in~~

~~Employment as the coordinator of its efforts to comply with the Americans with Disabilities Act (ADA) and to investigate any and all related complaints.~~

~~When requesting reasonable accommodation, the employee or employee's representative shall inform the employee's supervisor that he/she needs a change at work for a reason related to a medical condition.~~

When requesting reasonable accommodation, an employee or their representative shall inform the employee's supervisor that they need a change at work for a reason related to a medical condition. The supervisor shall inform the coordinator of the employee's request as soon as practicable.

~~When requesting reasonable accommodation during the hiring process, a job applicant shall inform the coordinator that he/she will need a reasonable accommodation for the process.~~

When requesting reasonable accommodation for the hiring process, a job applicant shall inform the coordinator that they will need a reasonable accommodation during the process.

~~Employees' requests for reasonable accommodation may first be considered informally by the site administrator. The site administrator shall consult with the coordinator before any decision as to accommodation is made.~~

When the disability and/or the need for accommodation is not obvious, the coordinator may ask the employee to supply reasonable documentation about ~~his/her~~ **their** disability. In requesting this documentation, the coordinator shall specify the types of information that are being sought about the employee's condition, the employee's functional limitations and the need for reasonable accommodation. The employee may be asked to sign a limited release allowing the district to submit a list of specific questions to the health care or vocational professional.

~~If the documentation submitted by the employee does not specify the existence of a qualifying disability and explain the need for reasonable accommodation, the district may require the employee to submit to an examination by a health care professional selected and paid for by the district.~~

If the documentation submitted by the employee does not indicate the existence of a qualifying disability or explain the need for reasonable accommodation, the coordinator shall request additional documentation that specifies the missing information. If the employee does not submit such additional documentation in a timely manner, the coordinator may require them to submit to an examination by a health care professional selected and paid for by the district.

The district may make a medical or psychological inquiry of a job applicant or require them to submit to a medical or psychological examination after they have been given a

conditional offer of employment but before the commencement of their job duties, provided the inquiry or examination is job-related, consistent with business necessity, and required for all incoming employees in the same job classification. (Government Code 12940)

The coordinator shall not request any job applicant's or employee's genetic information except as authorized by law. (42 USC 2000ff-1, 42 USC 2000ff-5)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

In accordance with law, the coordinator shall take steps to ensure the confidentiality of information related to medical conditions or history. As applicable, they shall notify the supervisor or manager of the qualified individual of any reasonable accommodation granted the individual and may notify first aid and safety personnel when the disability of the qualified individual may require emergency treatment. (42 USC 12112)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

Granting Reasonable Accommodation

Upon receiving a request to reasonably accommodate a qualified employee with a disability, the coordinator shall:

1. Determine the essential functions of the job
2. Engage in an informal, interactive process with the employee to review the request for accommodation, identify the precise limitations resulting from the disability, identify potential means for providing accommodation, and assess their effectiveness
- ~~3. Develop a plan for reasonable accommodation which is effective and allows the employee to perform the essential functions of the job or to gain equal access to a benefit or privilege of employment and does not impose undue hardship on the district~~

~~To qualify for a job, an individual shall not pose a significant risk of substantial harm to himself/herself or others in the workplace that cannot be eliminated or reduced by reasonable accommodation.~~

~~The determination of whether an individual poses a significant risk of substantial harm to himself/herself or others shall be made on a case-by-case basis and shall be based on objective, factual evidence, taking into consideration the duration of the risks, the nature and severity of the potential harm, the likelihood that the potential harm will occur and the imminence of potential harm.~~

~~The coordinator may confer with the site administrator, the district medical advisor and/or other district staff before making a final decision as to the accommodation.~~

- ~~3. Develop a plan for reasonable accommodation which will enable the individual to~~

perform the essential functions of the job or gain equal access to a benefit or privilege of employment without imposing undue hardship on the district

A determination of undue hardship should be based on several factors, including: (29 CFR 1630.2)

- a. The nature and net cost of the accommodation needed, taking into consideration the availability of tax credits and deductions and/or outside funding
- b. The overall financial resources of the facility making the accommodation, the number of persons employed at this facility, and the effect on expenses and resources of the facility
- c. The overall financial resources, number of employees, and the number, type, and location of facilities of the district
- d. The type of operation of the district, including the composition, structure, and functions of the workforce and the geographic separateness and administrative or fiscal relationship of the facility making the accommodation to other district facilities
- e. The impact of the accommodation on the operation of the facility, including the impact on the ability of other employees to perform their duties and the impact on the facility's ability to conduct business

The coordinator may confer with the site administrator, any medical advisor chosen by the district, and/or other district staff before making a final decision as to the accommodation.

Reasonable Accommodation Committee

The coordinator may appoint a committee to review or assist in the development of appropriate plans to reasonably accommodate qualified individuals who request modifications or adjustments in their work duties or environment because of known physical or mental disabilities.

Committee members shall be selected on the basis of their knowledge of the specific functions and duties required in the position, the physical work environment, available accommodations, and other relevant issues. The committee may include a district administrator, site administrator, medical advisor or rehabilitation specialist, and as necessary, a certificated and/or classified employee. Membership may change on a case-by-case basis.

At the coordinator's discretion, the employee or applicant requesting accommodation

may participate in the committee's meetings. If the employee or applicant is excluded from the committee's meetings, the coordinator shall communicate with them so that they have the opportunity to interact and contribute to planning the reasonable accommodation.

Appeal Process

~~If the employee or applicant is not satisfied with the decision of the coordinator, he/she may appeal in writing to the Superintendent or designee. This appeal shall be made within 10 working days of receiving the decision and shall include:~~

Any qualified individual with a disability who is not satisfied with the decision of the coordinator may appeal in writing to the Superintendent or designee. This appeal shall be made within 10 working days of receiving the decision and shall include:

1. A clear, concise statement of the reasons for the appeal
2. A statement of the specific remedy sought

The Superintendent or designee shall consult with the coordinator and review the appeal, together with any available supporting documents. The Superintendent or designee shall give the employee or applicant **their** his/her decision within 15 working days of receiving the appeal.

Any further appeal for reasonable accommodation shall be considered a complaint concerning discrimination in employment and may be taken to the Board of Education in accordance with the district's procedure for such complaints.

Revised: June __, 2022

Adopted: May 9, 2007

Legal Reference:

CIVIL CODE

51 Unruh Civil Rights Act

GOVERNMENT CODE

12900-12996 Fair Employment and Housing Act

UNITED STATES CODE, TITLE 29

701-794e Vocational Rehabilitation Act

UNITED STATES CODE, TITLE 42

2000ff-1-2000ff-11 Genetic Information Nondiscrimination Act of 2008

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act, especially:

35.107 Designation of employee

36.101-36.608 Nondiscrimination on the basis of disability by public facilities

CODE OF FEDERAL REGULATIONS, TITLE 29

1630.2 Definitions

COURT DECISIONS

A.M. v. Albertsons, LLC, (2009) Cal.App.4th 455

Colmenares v. Braemar Country Club, Inc., (2003) 29 Cal.4th 1019

Chevron USA v. Echazabal, (2002) 536 U.S. 73, 122 S.Ct. 2045

US Airways, Inc. v. Barnett, (2002) 535 U.S. 391, 122 S.Ct. 1516

Management Resources:

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

Enforcement Guidance: Reasonable Accommodation and Undue Hardship under the Americans with Disabilities Act, October 2002

WEB SITES

Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Equal Employment Opportunity Commission: <http://www.eeoc.gov>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr>

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

30. 22/23-5006 - BOARD POLICY 4111, *RECRUITMENT AND SELECTION*, AND ADMINISTRATIVE REGULATION 4112, *APPOINTMENT AND CONDITIONS OF EMPLOYMENT*

RECOMMENDATION

The Board of Education is requested to adopt Board Policy 4111, *Recruitment and Selection*, and Administrative Regulation, 4112, *Appointment and Conditions of Employment*, 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, the Human Resources Department has conducted a review of Board Policies and Administrative Regulations and is presenting updates to these policies for review and approval. At the June 22nd BOE meeting, the Board received the attached policy and administrative regulation for first reading. With no further edits received from the Board of Education, the policy and administrative regulation is being presented for adoption.

Additional Information:

Copies of the proposed board policy and administrative regulation are attached.

ATTACHMENTS

- [BP 4111 Recruitment and Selection.pdf](#)
- [AR 4112 Appointment and Conditions of Employment.pdf](#)

RECRUITMENT AND SELECTION

~~The Board of Education desires to employ the most highly qualified and appropriate person available for each open position in order to improve student achievement and efficiency in district operations.~~

~~The Superintendent or designee shall recruit candidates for open positions based on an assessment of the district's needs for specific skills, knowledge, and abilities. He/she shall develop job descriptions that accurately describe all essential and marginal functions and duties of each position, and shall disseminate job announcements to ensure a wide range of candidates.~~

The Governing Board is committed to employing suitable, qualified individuals to effectively carry out the district's vision, mission, and goals.

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 4000 - Concepts and Roles)
(cf. 4100 - Certificated Personnel)
(cf. 4200 - Classified Personnel)
(cf. 4300 - Administrative and Supervisory Personnel)

The Superintendent or designee shall develop equitable, fair, and transparent recruitment and selection processes and procedures that ensure individuals are selected based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 4032 - Reasonable Accommodation)
(cf. 4111.2/4211.2/4311.2 - Legal Status Requirement)

When a vacancy occurs, the Superintendent or designee shall review the job description for the position to ensure that it accurately describes the major functions and duties of the position. ~~He/she~~ They shall also disseminate job announcements to ensure a wide range of candidates.

The district's selection procedures shall include screening processes, interviews, recommendations from previous employers, and observations when appropriate, as necessary to identify the best possible candidate for a position.

(cf. 4112.61/4212.61/4312.61 - Employment References)

~~The Superintendent or designee shall develop selection procedures that identify the best possible candidate for each position based on screening processes, interviews, observations, and recommendations from previous employers. He/she may establish an interview committee, as appropriate, to rank candidates and recommend finalists. All discussions and recommendations shall be confidential in accordance with law.~~

~~During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. No inquiry shall be made with regard to any category of discrimination prohibited by state or federal law. For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.~~

The Superintendent or designee may establish an interview committee to rank candidates and recommend finalists. During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. All discussions and recommendations shall be confidential in accordance with law.

(cf. 2230 - Representative and Deliberative Groups)

No inquiry shall be made with regard to any information prohibited by state or federal nondiscrimination laws.

The Superintendent or designee shall not inquire, orally or in writing, in regard to an applicant's salary history information, including compensation and benefits. ~~He/she~~ They shall ~~also~~ not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. Upon request, the Superintendent or designee shall provide the applicant the pay scale for the position to which ~~he/she~~ they are ~~is~~ applying. (Labor Code 432.3)

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

(cf. 4112 - Appointment and Conditions of Employment)

(cf. 4112.2 - Certification)

(cf. 4112.22 - Staff Teaching English Learners)

(cf. 4112.23 - Special Education Staff)

(cf. 4112.8/4212.8/4312.8 - Employment of Relatives)

(cf. 4212 - Appointment and Conditions of Employment)

(cf. 4312.1 - Contracts)

Incentives

With Board approval and in accordance with district needs, the district may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with beginning teacher induction and/or credential costs, mentoring, additional compensation, and/or subsidized housing.

Revised: June __, 2022

Adopted: May 9, 2007

(Replaces: BP 4112 Recruitment and Selection)

(Amended: September 1975)

(Amended: September 1971)

(Adopted: August 1967)

(Replaces: AR 4112 Recruitment and Selection)

(Adopted: August 1977)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

35035 Responsibilities of superintendent

44066 Limitations on certification requirement

44259 Teaching credential; exception; designated subjects; minimum requirements

44750 Teacher recruitment resource center

44830-44831 Employment of certificated persons

44858 Age or marital status in certificated positions

44859 Prohibition against certain rules and regulations re: residency

45103-45139 Employment (classified employees)

49406 Examination for tuberculosis

GOVERNMENT CODE

815.2 Liability of public entities and public employees

6250-6276.48 Public Records Act

12900-12996 Fair Employment and Housing Act, including:

12940-12957 Discrimination prohibited; unlawful practices

HEALTH AND SAFETY CODE

53570-53574 Teacher Housing Act of 2016

LABOR CODE

432.3 Salary information

UNITED STATES CODE, TITLE 5

552 Freedom of Information Act

UNITED STATES CODE, TITLE 8

1324a Unlawful employment of aliens

1324b Unfair immigration related employment practices

UNITED STATES CODE, TITLE 20

1681-1688 Title IX prohibition against discrimination

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

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

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 34

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

COURT DECISIONS

C.A. v William S. Hart Union High School District et al., (2012) 138 Cal.Rptr.3d 1

Management Resources:

CALIFORNIA COUNTY SUPERINTENDENTS EDUCATIONAL SERVICES

ASSOCIATION PUBLICATIONS

Teacher Recruitment in California: An Analysis of Effective Strategies, Research Brief, Veritas Research and Evaluation Group, October 2017

WEB SITES

California County Superintendents Educational Services Association:

<http://ccsesa.org/recruit>

California Department of Education: <http://www.cde.ca.gov>

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Education Job Opportunities Information Network: <http://www.edjoin.org>

Teach USA: <http://culturalvistas.org/programs/us/teach-usa>

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

APPOINTMENT AND CONDITIONS OF EMPLOYMENT

Upon recommendation from the Superintendent or designee, the Board of Education shall approve the appointment of all certificated personnel. The position and the salary classification shall be reported to the Board at a regular meeting.

Individuals appointed to the certificated staff shall:

1. Possess the appropriate certification qualifications and register the certification document in accordance with law and Board policy (Education Code 44250-44279, 44330)
(cf. 4112.2 - Certification)
(cf. 4112.21 - Interns)
2. Demonstrate proficiency in basic skills as required by law and Board policy (Education Code 44252.5, 44830)
3. ~~When required by the federal No Child Left Behind Act for teachers of core-academic subjects, possess the qualifications of "highly qualified" teachers as defined in law, Board policy and administrative regulations~~ Submit to fingerprinting as required by law (Education Code 44830.1)
4. ~~Submit to fingerprinting as required by law~~ Not have been convicted of a violent or serious felony as defined in Penal Code 667.5 or 1192.7, unless the individual has received a certificate of rehabilitation and pardon (Education Code 44830.1)

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
5. ~~Not have been convicted of a violent or serious felony as defined in Penal Code 667.5 or 1192.7, unless the individual has received a certificate of rehabilitation and pardon~~ Not have been convicted of any sex offense as defined in Education Code 44010 (Education Code 44830.1)
6. ~~Not have been convicted of any sex offense as defined in Education Code 44010~~ Not have been required to register as a sex offender pursuant to Penal Code 290 because of a conviction for a crime where the victim was a minor under the age of 16 (Penal Code 290.95)
(cf. 3515.5 - Sex Offender Notification)
7. ~~Not have been required to register as a sex offender pursuant to Penal Code 290 because of a conviction for a crime where the victim was a minor under the age of 16~~ Not have been determined to be a sexual psychopath pursuant to

Welfare and Institutions Code 6300-6332 (Education Code 44837)

~~8. Not have been determined to be a sexual psychopath pursuant to Welfare and Institutions Code 6300-6332~~ Not have been convicted of any controlled substance offense as defined in Education Code 44011 (Education Code 44836)

~~9. Not have been convicted of any controlled substance offense as defined in Education Code 44011~~ Submit to a physical examination, tuberculosis testing and/or provide a medical certificate as required by law and Board policy (Education Code 44839, 49406)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)
(cf. 5148 - Child Care and Development)
(cf. 5148.3 - Preschool/Early Childhood Education)

~~10. Submit to a physical examination, tuberculosis testing and/or provide a medical certificate as required by law and Board policy~~ Submit to drug and alcohol testing as required by Board policy

(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)

11. Furnish a statement of military service and, if any was rendered, a copy of the discharge or release from service or, if no such document is available, other suitable evidence of the termination of service (Education Code 44838)

12. File the oath or affirmation of allegiance required by Government Code 3100-3109

(cf. 4112.3/4212.3/4312.3 - Oath or Affirmation)

13. Fulfill any other requirements as specified by law, collective bargaining agreement, Board policy or administrative regulation

(cf. 4112.8/4212.8/4312.8 - Employment of Relatives)

Revised: June

Adopted: May 9, 2007

Legal Reference:

EDUCATION CODE

35161 Powers and duties

44008 Effect of termination of probation

44009 Conviction of specified crimes; definitions

44010 Sex offense

44011 Controlled substance offense
44066 Limitation on certification requirements
44250-44277 Credential types
44330 Effect of registration of certification document
44830.1 Felons; certificated positions; criminal record summary; fingerprints
44836 Employment of person convicted of sex offenses or controlled substance offenses
44837 Employment of sexual sociopath
44838 Statement of military service
44839 Medical certificate
44839.5 Medical certificate for retirant
49406 Examination for tuberculosis
GOVERNMENT CODE
3100-3109 Oaths or affirmations of allegiance for disaster service workers and public employees
12940-12950 Unlawful employment practices
HEALTH AND SAFETY CODE
1596.7995 Immunization requirements for employees in child care center or preschool
1597.055 Teachers in day care centers
PENAL CODE
290 Registration of sex offenders
290.95 Disclosure by persons required to register as sex offenders
667.5 Prior prison terms, enhancement of prison terms
1192.7 Plea bargaining limitation
WELFARE AND INSTITUTIONS CODE
6300-6332 Sexual psychopaths

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

31. 22/23-5007 - BOARD POLICY 4112.42, *DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS*

RECOMMENDATION

The Board of Education is requested to adopt Board Policy 4112, *Drug and Alcohol Testing*, 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, the Human Resources Department has conducted its review of Board Policies and Administrative Regulations and is presenting updates to these policies for review and approval. At the June 22nd 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.

Additional Information:

A copy of the proposed Board policy is attached.

ATTACHMENTS

- [BP 4112.42 Drug and Alcohol Testing For School Bus Drivers.pdf](#)

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS

Upon recommendation from the Superintendent or designee, the Board of Education shall approve the appointment of all certificated personnel. The position and the salary classification shall be reported to the Board at a regular meeting.

The Governing Board desires to ensure that district-provided transportation is safe for students, staff, and the public. To that end, the Superintendent or designee shall establish a drug and alcohol testing program designed to prevent the operation of buses or the performance of other safety-sensitive functions by a driver who is under the influence of drugs or alcohol, including a driver of a school bus, student activity bus, or other school transportation vehicle or any other employee who holds a commercial driver's license which is necessary to perform duties related to district employment.

(cf. 3540 - Transportation)

(cf. 3542 - School Bus Drivers)

(cf. 3543 - Transportation Safety and Emergencies)

(cf. 4020 - Drug and Alcohol-Free Workplace)

(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)

A driver shall not report for duty or remain on duty when they ~~he/she~~ has used any drug listed in 21 CFR 1308.11. A driver is also prohibited from reporting for duty or remaining on duty when ~~he/she~~ they ~~has~~ have used any drug listed in 21 CFR 1308.12-1308.15, unless ~~he/she~~ is they are using the drug under the direction of a physician who ~~has~~ have advised ~~him/her~~ them that the substance will not adversely affect the driver's ability to safely operate a bus. In addition, a driver shall not consume alcohol while on duty or for four hours prior to on-duty time. (49 CFR 382.201-382.209, 382.213)

The district's testing program for drivers shall include pre-employment drug testing and reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing of drivers. (49 USC 31306; 49 CFR 382.301-382.311)

The Board shall contract for testing services upon verifying that the personnel are appropriately qualified and/or certified and that testing procedures conform to federal regulations.

Except as otherwise provided by law, the Superintendent or designee shall not release individual test results or medical information about a driver to a third party without the driver's specific written consent. (49 CFR 40.321)

Consequences Based on Test Results

Any driver who refuses to take a required drug or alcohol test, tests positive for drugs, or is found to have a blood alcohol concentration level that exceeds the levels specified

in law shall be removed from performing safety-sensitive functions in accordance with 49 CFR 40.23 and 382.211.

No driver shall be temporarily removed from the performance of safety-sensitive functions based only on a laboratory report of a confirmed positive test before the certified medical review officer has completed verification of the test results, unless the district has obtained a waiver. (49 CFR 40.21, 382.107, 382.119)

Not later than five days after receiving notification of the test result or refusal to comply, the Superintendent or designee shall report any refusal, failure to comply, or positive test result to the California Department of Motor Vehicles (DMV) using a form approved by the DMV. (Vehicle Code 13376)

Any driver who refuses, fails to comply, or has a positive test result may be referred to an education and treatment program that meets the requirements of 49 CFR 40.281-40.313. If the substance abuse professional recommends that ongoing services are needed to assist the driver to maintain sobriety or abstinence from drug use, the Superintendent or designee shall require the driver to participate in the recommended services as part of a return-to-duty agreement and shall monitor his/her their compliance. Any drop from a rehabilitation or return-to-duty program or a subsequent positive test result shall be reported to the DMV. (Vehicle Code 13376; 49 CFR 40.285, 40.287, 40.303, 382.605)

(cf. 4159/4259/4359 - Employee Assistance Programs)

(cf. 4161/4261/4361 - Leaves)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)

(cf. 4261.1 - Personal Illness/Injury Leave)

A driver who has violated federal drug and alcohol regulations may be subject to disciplinary action up to and including dismissal in accordance with law, administrative regulations, and the district's collective bargaining agreement.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Voluntary Self-Identification

Whenever a driver admits to alcohol or drug misuse under the district's voluntary self-identification program, the Superintendent or designee shall ensure all of the following: (49 CFR 382.121)

1. No adverse action shall be taken against the driver by the district.

2. The driver shall be allowed sufficient opportunity to seek evaluation, education, or treatment to establish control over ~~his/her~~ their drug or alcohol problem.

3. The driver shall be permitted to participate in safety-sensitive functions only after:

a. Successfully completing an education or treatment program, as determined by a drug and alcohol abuse evaluation expert, such as an employee assistance professional, substance abuse professional, or qualified drug and alcohol counselor

b. Undergoing a return-to-duty test with a result indicating an alcohol concentration of less than 0.02 and/or a verified negative result for drug use

A driver who admits to alcohol or drug misuse shall not be subject to federal requirements related to referral, evaluation, and treatment, provided that ~~he/she~~ they does not self-identify in order to avoid drug or alcohol testing, makes the admission prior to performing a safety-sensitive function, and does not perform a safety-sensitive function until ~~he/she has~~ they have been evaluated and ~~has~~ have successfully completed education or treatment requirements in accordance with program guidelines. (49 CFR 382.121)

Adopted: June ____, 2022

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

GOVERNMENT CODE

8355 Drug-free workplace; employee notification

VEHICLE CODE

13376 Driver certificates; revocation or suspension

34500-34520.5 Safety regulations

CODE OF REGULATIONS, TITLE 13

1200-1293 Motor carrier safety, especially:

1213.1 Placing drivers out-of-service

UNITED STATES CODE, TITLE 41

8101-8106 Drug-Free Workplace Act

UNITED STATES CODE, TITLE 49

31306 Alcohol and drug testing

CODE OF FEDERAL REGULATIONS, TITLE 21

1308.11-1308.15 Controlled substances

CODE OF FEDERAL REGULATIONS, TITLE 49

40.1-40.413 Procedures for transportation workplace drug and alcohol testing programs

382.101-382.605 Drug and alcohol use and testing; especially:

382.205 On-duty use

382.207 Pre-duty use

382.209 Use following an accident

Management Resources:

CALIFORNIA HIGHWAY PATROL PUBLICATIONS

Controlled Substances and Alcohol Testing Compliance Checklist, 2007

What is CSAT? Controlled Substances and Alcohol Testing, 2005

WEB SITES

California Highway Patrol: <http://www.chp.ca.gov>

Federal Motor Carrier Safety Administration: <http://www.fmcsa.dot.gov>

U.S. Department of Transportation, Office of Drug and Alcohol Policy and Compliance:

<http://www.dot.gov/ost/dapc>

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

32. 22/23-5008 - BOARD POLICY 5119, *STUDENTS EXPELLED FROM OTHER DISTRICTS*

RECOMMENDATION

The Board of Education is requested to adopt Board Policy 5119, *Students Expelled From Other Districts*, 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 June 22nd 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 5119, *Students Expelled From Other Districts*. The policy update has been reviewed by the appropriate instructional stakeholders prior to presenting them for Board approval.

Additional Information:

A copy of the proposed board policy is attached.

ATTACHMENTS

- [5119_BP STUDENTS EXPELLED FROM OTHER DISTRICTS.pdf](#)

STUDENTS EXPELLED FROM OTHER DISTRICTS

The Governing Board may grant admission to students expelled from other districts in accordance with law and when consistent with the Board's goal to provide a safe and secure environment for students and staff.

If a student expelled from another district is granted enrollment, in accordance with the procedures specified below, they shall either establish legal residence in this district or enroll pursuant to an interdistrict attendance agreement. (Education Code 48915.1, 48915.2)

(cf. 5111 - Admission)

(cf. 5111.1 - District Residency)

(cf. 5117 - Interdistrict Attendance)

Enrollment During the Term of the Expulsion

The district shall not enroll a student expelled by another district for any of the offenses listed in Education Code 48915(a) or (c) (mandatory expulsion offenses) during the term of the student's expulsion, unless the enrollment is at a community day school. (Education Code 48915.2)

Upon receiving a request for enrollment from a student expelled from another district for acts other than those specified in Education Code 48915(a) or (c), the Board shall hold a hearing to determine whether the student poses a continuing danger to students or staff. The hearing shall be conducted and notice shall be provided in accordance with procedures governing expulsion of students described in Education Code 48918. (Education Code 48915.1)

(cf. 9000 - Role of the Board)

(cf. 9321 - Closed Session)

If the student or parent/guardian neglects to inform the district that the student was expelled from their previous district for an act other than those listed in Education Code 48915(a) or (c), the Board shall record and discuss this lack of compliance during the hearing. (Education Code 48915.1)

If the Board finds that a student expelled for acts other than those specified in Education Code 48915(a) or (c) does not pose a continuing danger to students or staff, the student may be admitted or conditionally admitted during the term of expulsion. If the Board determines that the student does pose a continuing danger to students or staff, the student shall not be admitted. (Education Code 48915.1)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

Enrollment After the Term of the Expulsion

A student expelled for an act specified in Education Code 48915(a) or (c) may enroll in the district after the term of their expulsion if the Board finds, at a hearing, that the student does not pose a continuing danger to students or staff. The hearing shall be conducted and notice shall be provided in accordance with procedures governing expulsion of students described in Education Code 48918. (Education Code 48915.2)

A student expelled for any act other than those specified in Education Code 48915(a) or (c) may request enrollment after the term of their expulsion in accordance with the district's procedures for establishing residency or interdistrict transfer.

Legal References:

EDUCATION CODE

46601 Failure to approve interdistrict attendance; expulsion prohibiting appeal

48200 Compulsory attendance

48645.1 Juvenile court school

48660-48666 Community day schools

48915 Expulsion; particular circumstances

48915.1 Expelled individuals; enrollment in another district

48915.2 Expelled student; enrollment during and after period of expulsion

48918 Rules governing expulsion procedures

Management Resources:

Website [U.S. Department of Education, Office of Safe and Healthy Schools](#)

Website [California Attorney General's Office](#)

Website [California Department of Education](#)

Website [CSBA](#)

Adopted:

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

33. 22/23-5009 - BOARD POLICY 5131, *STUDENT CONDUCT*

RECOMMENDATION

The Board of Education is requested to adopt Board Policy 5131, *Student Conduct*, 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 Policy 5131 Student Conduct. The policy update has been reviewed by the appropriate instructional stakeholders prior to presenting it for Board approval.

Additional Information:

A copy of the proposed board policy is attached.

ATTACHMENTS

- [BP 5131 STUDENT CONDUCT.pdf](#)

STUDENT CONDUCT

The Governing Board believes that all students have the right to be educated in a positive learning environment free from disruptions. Students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program while on school grounds, going to or coming from school, at school activities, or using district transportation.

- (cf. 5000 - Concepts and Roles)
- (cf. 6145 - Extracurricular and Cocurricular Activities)
- (cf. 6145.2 Athletic Competition)
- (cf. 6145.5 - Student Organizations and Equal Access)
- (cf. 6145.8 - Assemblies and Special Events)
- (cf. 6153 - School-sponsored trips)

The Superintendent or designee shall ensure that each school develops standards of conduct and discipline consistent with Board policies and administrative regulations. Students and parents/guardians shall be notified of district and school rules related to conduct.

- (cf. 5020 - Parent Rights and Responsibilities)
- (cf. 6159.4 Behavioral Interventions for Special Education Students)

Prohibited student conduct includes, but is not limited to:

1. Conduct that endangers students, staff, or others, including but not limited to, physical violence, possession of a firearm or other weapon, and terrorist threats.

(cf. 5131.7 - Weapons and Dangerous instruments)

2. Discrimination, harassment, intimidation, or bullying of students or staff, including sexual harassment, hate-motivated behavior, cyberbullying, hazing or initiation activity, extortion, or any other verbal, written, or physical conduct that causes or threatens to cause violence, bodily harm, or substantial disruption to the school program.

- (cf. 5131.2 - Bullying)
- (cf. 5145.3 - Nondiscrimination/Harassment)
- (cf. 5145.7 - Sexual Harassment)
- (cf. 5145.9 - Hate-Motivated Behavior)

3. Conduct that disrupts the orderly classroom or school environment.

(cf. 5131.1 - Bus conduct)
(cf. 5131.4 - Student Disturbances)
(cf. 6116 - Classroom interruptions)

4. Willful defiance of staff's authority.

5. Damage to or theft of property belonging to students, staff, or the district. The district shall not be responsible for students' personal belongings which are brought on campus or to a school activity and are lost, stolen, or damaged.

(cf. 3515.4 - Recovery for Property Loss or Damage)

6. Obscene acts of use of profane, vulgar, or abusive language.

7. Possession, use, or being under the influence of tobacco, alcohol, or other prohibited drugs.

(cf. 3513.4 - Drug and Alcohol Free Schools)
(cf. 5131.62 - Tobacco)
(cf. 5131.63 - Steroids)

8. Possession or use of a laser pointer, unless for a valid instructional or other school-related purpose ~~with prior permission of the principal or designee (Penal Code 417.27). Prior to bringing a laser pointer on school premises for a valid instructional or school-related purpose, a student shall obtain permission from the principal or designee.~~

9. Use of a ~~cellular/digital telephone~~ cell phone, smart watch, pager, or other mobile communications device during instructional time ~~or in an unauthorized manner in violation of district policy.~~

(cf. 5131.8 - Mobile Communication Devices)
(cf. - 6163.4 - Student Use of Technology)

~~Such devices shall be turned off in class, except when being used for a valid instructional or other school-related purpose as determined by the teacher or other district employee, and at any other time directed by a district employee. Any device with camera, video, or voice recording function shall not be used in any manner which infringes on the privacy rights of any other person.~~

~~No student shall be prohibited from possessing or using an electronic signaling device that is determined by a licensed physician or surgeon to be essential for the~~

~~student's health and the use of which is limited to purposes related to the student's health.~~

10. Plagiarism or dishonesty in school work or tests.

(cf. 5131.9 - Academic Honesty)

11. ~~Inappropriate~~ Wearing of any attire that violates district or school dress codes, including gang-related apparel.

(cf. 5132 - Dress and Grooming)

(cf. 5136 - Gangs)

(cf. 5145.2 - Freedom of Speech/Expression)

12. Tardiness or unexcused absence from school.

(cf. 5113 - Absences and Excuses)

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5113.11 Attendance Supervision)

(cf. 5113.12 - District School attendance Review Board)

13. Failure to remain on school premises in accordance with school rules.

(cf. 5112.5 - Open/Closed Campus)

Employees are expected to ~~provide appropriate supervision to~~ enforce standards of conduct and, ~~if when~~ they observe or receive a report of a violation of these standards, to ~~immediately~~ appropriately intervene or ~~call for seek~~ assistance. ~~As necessary, if an~~ the employee ~~believes a matter has not been resolved, he/she~~ shall refer the matter to ~~his/her~~ a supervisor or ~~administrator for further investigation the~~ principal or designee.

(cf. 5138 - Positive School climate)

When a school ~~official~~ employee suspects that a search of a student or ~~his/her~~ a student's belongings will turn up evidence of the student's violation of the law or school rules, such a search shall be conducted in accordance with BP/AR 5145.12 - Search and Seizure.

When a student uses any prohibited device, or uses a permitted device in ~~any unethical or illegal activity~~ an unauthorized manner, a district employee may confiscate the device. The employee shall store the ~~item in a secure manner~~ device securely until ~~an~~ it is returned to the student or turned over to the principal or designee, as appropriate time.

Students who violate district or school rules and regulations may be subject to discipline including, but not limited to, suspension, expulsion, transfer to alternative programs, referral to a Student Success Team or counseling services, or denial of participation in extra-curricular or co-curricular activities, or other privileges in accordance with Board policy and administrative regulation. The Superintendent or designee shall notify local law enforcement as appropriate.

(cf. 5144.1 Suspension and Expulsion/Due Process)

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

Students also may be subject to discipline in accordance with law, Board policy, and administrative regulation for any off-campus conduct during non-school hours which poses a threat or danger to the safety of students, staff, or district property or substantially disrupts school activities.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 5142 - Safety)

(cf. 5144 - Discipline)

Bullying/Cyberbullying

~~The Board desires to prevent bullying, including cyberbullying, by establishing a positive, collaborative school climate and clear rules for student conduct.~~

~~Cyberbullying includes the transmission of harassing communications, direct threats, social cruelty, or other harmful text, sounds, or images on the Internet, social media, or other digital technologies. Cyberbullying also includes breaking into another person's account and assuming that person's identity in order to damage that person's reputation or friendships.~~

~~The district may provide students instruction in the classroom or other school settings that promotes communication, social skills, and assertiveness skills and may involve parents/guardians, staff, and community members in the development of strategies to prevent and respond to bullying.~~

~~School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies. Parents/guardians and students also may be provided with similar information.~~

~~Students may submit a verbal or written complaint of conduct they consider to be bullying to a teacher or administrator and may also request that their name be kept in confidence. The Superintendent or designee may establish other processes whereby~~

~~students may submit anonymous reports of bullying. Complaints of bullying or harassment shall be investigated and resolved in accordance with site-level grievance procedures.~~

~~When a student is suspected of or reported to be using electronic or digital communications to engage in cyberbullying against other students or staff or to threaten district property, the investigation shall include documentation of the activity, identification of the source, and a determination of the impact or potential impact on school activity or school attendance. Students shall be encouraged to save and print any messages sent to them that they feel constitutes cyberbullying and to notify a teacher, principal, or other employee so that the matter may be investigated.~~

~~Cyberbullying conducted using district-owned equipment or on school premises, as well as off-campus cyberbullying that impacts school activity or school attendance, may be subject to discipline in accordance with district policies and regulations. If the student is using a social networking site or service that has terms of use that prohibit posting harmful material, the Superintendent or designee also may file a complaint with the Internet site or service to have the material removed.~~

Parent Liability Obligations for Damages Due to Willful Pupil Misconduct

~~California Education Code 48904 (a) (1) provides that the parent or guardian of a minor is liable for all damages caused by the willful misconduct of the minor that results in the injury or death of any pupil, school district employee or school volunteer. The parent is also liable for damages to real or personal property belonging to the school district, or personal property belonging to a school employee, resulting from the willful misconduct of a minor. The liability limit shall not exceed the current adjusted liability limit pursuant to Government Code Section 53069.5.~~

Violations and Disciplinary Actions

~~Students displaying unacceptable behavior at any time, including but not limited to:~~

- ~~1. While on school grounds~~
- ~~2. While going to or coming from school~~
- ~~3. During the lunch period~~
- ~~4. During, or while going to or coming from a school-sponsored activity, will be accorded appropriate corrective action~~
- ~~5. Activities in non-school hours which poses a threat or danger to the safety of students, staff, or district property or disrupts the orderly delivery of the education program.~~

- ~~a. The violations for which pupils will receive appropriate disciplinary action are:~~

- ~~i. Violations against persons;~~
- ~~ii. Violations against property;~~
- ~~iii. Violations against public decency and good morals;~~
- ~~iv. Violations against public health and safety;~~
- ~~v. Violations against traffic regulations; and~~
- ~~vi. Violations against school administrative procedures.~~

~~b. The State of California clearly spells out the grounds for suspension and expulsion. Education Code 48900 lists specific types of behaviors as serious offenses warranting severe consequences.~~

~~c. The corrective action for violations may take many forms. These corrective action options serve to bring about consistency of discipline in the district. The corrective action will depend upon the severity of the behavior and/or pupil's history.~~

~~Violations and Corrective Actions~~

~~The corrective action for violation may include some or all of the following:-~~

- ~~1. Conference with the student, explaining the district's behavior policy and warning of possible consequences of repeated offenses~~
- ~~2. Contacting parents so that concerted action can be taken to mutually correct the unacceptable behavior of the student~~
- ~~3. Counseling~~
- ~~4. Assigning student detention~~
- ~~5. Restitution~~
- ~~6. Temporary confiscation of objects~~
- ~~7. Withholding grades, diploma or transcripts for students who owe money to the district because they willfully destroyed district property~~
- ~~8. Lowering a student's citizenship grade~~
- ~~9. Assigning special tasks which may be completed at a specific time, such as campus beautification~~
10. Suspension in or out of school

~~11. Notification to Monrovia Police Department, which could include citations that may require student and parent appearance in court, and financial and/or community service responsibility-~~

~~12. Involuntary transfer to another school in the district-~~

~~13. Expulsion-~~

~~14. Combinations of actions-~~

Legal References:

CALIFORNIA CODE OF REGULATIONS, TITLE 5

300-307 Duties of students

CIVIL CODE

1714.1 Liability of parent or guardian for act of willful misconduct by a minor

EDUCATION CODE

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

32280-32289 School Safety Plans

35181 Governing board authority to set policy on responsibilities of students

35291-35291.5 Rules

44807 Teachers' duty concerning conduct of students

48900-48925 Suspension and expulsion

51512 Prohibition against electronic listening or recording device in classroom without permission

PENAL CODE

288.2 Harmful matter with intent to seduce

313 Harmful matter

471.25-471.27 Laser scope or laser pointer

647 Use of camera or other instrument to invade person's privacy; misdemeanor

653.2 Electronic communication devices, threats to safety

VEHICLE CODE

23123-23124 Prohibitions against use of electronic devices while driving

UNITED STATES CODE, TITLE 20

1681-1688 title IX, 1972 Education Act Amendments

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION

Bullying at School, 2003

COURT DECISION

Lavine v. Blaine School District, (2001, 9th Cir.)257 F.3d 981
New Jersey v. T.L.O., (1985) 469 U.S. 325
Tinder v. Des Moines Independent Community School district, (1969) 393 U.S. 503
Bethel School district No. 403 v. Fraser, (1986) 478 U.S. 675
Emmett v. Kent School District no. 415, (2000) 92 F.Supp. 1088
J.C. v. Beverly Hills Unified School District, (2010) 711F.Supp.2d 1094
LaVine v. Blaine School district, (2000, 9th Cir.)257 F.3d 98

CSBA PUBLICATION

Cyberbullying: Policy considerations for Boards, Policy Brief, July 2007
Providing a Safe, Nondiscriminatory School Environment for All students, Policy Brief,
April 2010
Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

WEBSITE

National School Safety Center
Center for Safe and Responsible Internet Use
California Department of Education, Safe Schools
CSBA
U.S. Department of Education

Revised: June 22, 2022

~~Revised: June 26, 2013~~

(Incorporates CSBA 5131.2, *Bullying*)

Adopted: August 27, 2008

(Replaces BP 5130 Student Conduct)

(Revised: November 1987)

(Revised: January 1982)

(Adopted: October 1980)

(Replaces AR 5130 Violations and Corrective Actions)

(Revised: November 1987)

(Revised: January 1982)

(Adopted: October 1980)

(Replaces BP 5130.1 Participation in Extra-Curricular Activities)

(Revised: April 1987)

(Revised: September 1986)

(Revised: June 12, 1985)

(Replaces AR 5130.1 Participation in Extra-Curricular Activities)

(Revised: October 1988)

(Revised: October 1987)

(Revised: April 1987)

(Revised: October 1, 1986)

(Revised: June 12, 1985)

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

34. 22/23-5010 - BOARD POLICY 5131.8, *MOBILE COMMUNICATION DEVICES*

RECOMMENDATION

The Board of Education is requested to adopt Board Policy 5131.8, *Mobile Communication Devices*.

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 June 22nd 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 5131.8, Mobile Communications. The policy update has been reviewed by the appropriate instructional stakeholders prior to presenting it for Board approval.

Additional Information:

A copy of the proposed board policy is attached.

ATTACHMENTS

- [5131.8 BP MOBILE COMMUNICATION DEVICES.pdf](#)

MOBILE COMMUNICATION DEVICES

The Governing Board recognizes that the use of smartphones and other mobile communication devices on campus may be beneficial to student learning and well-being, but could be disruptive of the instructional program in some circumstances. The Board permits limited use of mobile communication devices on campus in accordance with law and the following policy.

Students may use cell phones, smart watches, pagers, or other mobile communication devices on campus during noninstructional time as long as the device is utilized in accordance with law and any rules that individual school sites may impose.

(cf. 6163.4 - Student use of Technology)

Mobile communication devices shall be turned off during instructional time. However, a student shall not be prohibited from possessing or using a mobile communication device under any of the following circumstances: (Education Code 48901.5, 48901.7)

1. In the case of an emergency, or in response to a perceived threat of danger
2. When a teacher or administrator grants permission to the student to possess or use a mobile communication device, subject to any reasonable limitation imposed by that teacher or administrator
3. When a licensed physician or surgeon determines that the possession or use is necessary for the student's health and well-being
4. When the possession or use is required by the student's individualized education program

(cf. 6159 - Individualized Education Program)

Smartphones and other mobile communication devices shall not be used in any manner which infringes on the privacy rights of any other person.

When a school official reasonably suspects that a search of a student's mobile communication device will turn up evidence of the student's violation of the law or school rules, such a search shall be conducted in accordance with BP/AR 5145.12 -

Search and Seizure.

(cf. 5145.12 - Search and Seizure)

When a student uses a mobile communication device in an unauthorized manner, the student may be disciplined and a district employee may confiscate the device. The employee shall store the device securely until it is returned to the student or turned over to the principal or designee, as appropriate.

(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5131.4 - Student Disturbances)
(cf. 5131.9 - Academic Honesty)

A student may also be subject to discipline, in accordance with law, Board policy, or administrative regulation, for off-campus use of a mobile communication device which poses a threat or danger to the safety of students, staff, or district property or substantially disrupts school activities.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 5137 - Positive School Climate)
(cf. 5145.52 - Suicide Prevention)

The Superintendent or designee shall inform students that the district will not be responsible for a student's mobile communication device which is brought on campus or to a school activity and is lost, stolen, or damaged.

Legal References:

STATE

CALIFORNIA CODE OF REGULATIONS, TITLE 5

300-307 Duties of students

CIVIL CODE

1714.1 Liability of parent or guardian for act of willful misconduct by a minor

EDUCATION CODE

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

32280-32289 School safety plans

35181 Governing board authority to set policy on responsibilities of students

35291-35291.5 Rules

44807 Teachers' duty concerning conduct of students

48900-48925 Suspension and expulsion

48901.5 Prohibition of electronic signaling devices
48901.7 Limitation or prohibition of students use of cell phones
51512 Prohibited use of electronic listening or recording device

PENAL CODE

288.2 Harmful matter with intent to seduce
313 Harmful matter
647 Use of camera or other instrument to invade person's privacy; misdemeanor
653.2 Electronic communication devices, threats to safety
23123-23124 Prohibitions against use of electronic devices while driving

FEDERAL

UNITED STATES CODE, TITLE 20

1681-1688 Title IX, 1972 Education Act Amendments

MANAGEMENT RESOURCES

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATION

Bullying at School, 2003

COURT DECISION

J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094
New Jersey v. T.L.O., (1985) 469 U.S. 325
Tinker v. Des Moines Independent Community School District, (1969) 393 U.S. 503

CSBA PUBLICATION

Cyberbullying: Policy considerations for Boards, policy Brief, rev. July 2010
Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

WEBSITE

National School Safety Center
Center for Safe and Responsible Internet Use
California Department of Education, Safe Schools
CSBA
U.S. Department of Education

ADOPTED:

(Replaces BP 5131.3 Possession of Cellular Phones/Mobile Communication Devices)

(Adopted August 7, 2008)

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

35. 22/23-5011- BOARD POLICY 5141.33, *HEAD LICE*

RECOMMENDATION

The Board of Education is requested to adopt Board Policy 5141.33, *Head Lice*, 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 June 22nd 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 5141.33, Head Lice. The policy update has been reviewed by the appropriate instructional stakeholders prior to presenting them for Board approval.

Additional Information:

A copy of the proposed board policy is attached.

ATTACHMENTS

- [5141.33 BP HEAD LICE.pdf](#)

HEAD LICE

~~The Governing Board believes that the district's head lice management program should emphasize the correct diagnosis and treatment of head lice in order to minimize disruption of the education process and to reduce the number of student absences resulting from infestation. In consultation with the school nurse, the Superintendent or designee may establish a routine screening program to help prevent the spread of head lice.~~

The Governing Board recognizes that head lice infestations among students require treatment but do not pose a risk of transmitting disease. The Superintendent or designee shall encourage early detection and treatment in a manner that minimizes disruption to the educational program and reduces student absences.

The Superintendent or designee may distribute information to parents/guardians of preschool and elementary students regarding routine screening, symptoms, accurate diagnosis, and proper treatment of head lice infestations. The Superintendent or designee also may provide related information to school staff.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

School employees shall report all suspected cases of head lice to the school nurse or designee as soon as possible. The nurse or designee shall **may** examine the student and other students who are siblings of the affected student or members of the same household.

If a student is found with **active, adult head lice** ~~live head lice~~, he/she **they** shall be ~~excluded from attendance~~ **allowed to stay in school until the end of the school day**. The parent/guardian of an ~~excluded~~ **any such** student shall receive information about ~~recommended~~ **the treatment procedures and sources of further information of head lice** and encouraged to begin treatment of the student immediately and to check all members of the family. The parent/guardian also shall be informed that the student shall be checked upon return to school the next day and allowed to remain in school if no active head lice are detected.

~~Following treatment, the student shall be allowed to return to school the next day and shall be checked by the nurse or designee before returning to class. Once he/she is determined to be free of lice, the student shall be rechecked weekly for up to six weeks.~~

Upon the student's return to school, the school nurse or designee shall check the student for active head lice. If it is determined that the student remains infected with head lice, the school nurse or designee shall contact the student's parent/guardian to

discuss treatment. As needed, they may provide additional resources and/or referral to the local health department, health care providers, or other agencies.

(cf. 5141.3 - Health Examinations)
(cf. 5141.6 - School Health Services)

If a student is found consistently infested with head lice, they may be referred to a multidisciplinary team, which may consist of the school nurse, representatives from the local health department and social services, and other appropriate individuals, to determine the best approach for identifying and resolving problems contributing to the student's head lice infestations.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 5113 - Absences and Excuses)
(cf. 5113.1 - Chronic Absence and Truancy)

~~The Superintendent or designee shall send home the notification required by law for excluded students.~~

When it is determined that ~~one~~ two or more students in any a class or school have been identified as having a head lice infestation ~~are~~ infested with head lice, all students in the class shall ~~may~~ be examined. In consultation with the school nurse, ~~the~~ The principal may also send information about head lice home to all parents/guardians of the ~~students in that class~~ or designee may, at his/her their discretion, notify parents/guardians of students in that class or school and provide them with information about the detection and treatment of head lice.

Staff shall maintain the privacy of students identified as having head lice ~~and excluded from attendance.~~

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)

Legal Reference:

EDUCATION CODE

48320-48325 School attendance review boards

49451 Physical examinations: parent's refusal to consent

Management Resources:

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH PUBLICATIONS

Guidelines on Head Lice Prevention and Control for School Districts and Child Care Facilities, rev. March 2012

A Parent's Guide to Head Lice, 2008

CALIFORNIA SCHOOL NURSES ORGANIZATION

Pediculosis Management, Position Statement, rev. 2011

WEB SITES

American Academy of Pediatrics: <http://www.aap.org>

California Department of Public Health: <http://www.cdph.ca.gov>

California School Nurses Organization: <http://www.csno.org>

Centers for Disease Control and Prevention, Parasitic Disease Information, Head Lice: <http://www.cdc.gov/parasites/lice/head>

(7/99 7/06) 7/12

Adopted: August 27, 2008

Revised April 2021

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

36. 22/23-5012 - BOARD POLICY 6164.5, STUDENT SUCCESS TEAMS, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION

RECOMMENDATION

The Board of Education is requested to adopt Board Policy 6164.5, *Student Success Teams*, 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 June 22nd 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 , 6164.5 Student Success Teams. The policy update has been reviewed by the appropriate instructional stakeholders prior to presenting them for Board approval.

Additional Information:

A copy of the proposed board policy is attached.

ATTACHMENTS

- [6164.5 BP STUDENT SUCCESS TEAMS.pdf](#)
- [6164.5 AR STUDENT SUCCESS TEAMS.pdf](#)

STUDENT SUCCESS TEAMS

The Governing Board encourages the collaboration of parents/guardians, ~~teachers, resource personnel certificated and classified staff~~, administrators, and/or the students, ~~as appropriate~~, in evaluating the strengths and needs of students having academic, attendance, ~~social, emotional~~, or behavioral difficulties and in identifying strategies and programs that may assist ~~the such~~ students in maximizing their potential. The Superintendent or designee shall establish Student Success Teams (SST) as needed to address individual students' needs.

The Superintendent or designee shall establish and maintain a process for initiating referrals of students to ~~the student success team~~ SSTs, which may include referral by district staff, parents/guardians, and/or agency representatives. The Superintendent or designee may also establish and maintain a process for responding to SST referrals, which may include a determination by the district as to whether an SST shall be convened for an individual student.

Each SST may collect and analyze relevant student data, as appropriate. The SST may also review the student's educational history, work samples, strengths and areas for growth, and identify available resources and strategies

Each ~~student success team~~ SST shall develop a plan to support the student which incorporates intervention strategies ~~to assist the student~~. Such strategies may include changes in program placement or instructional methods, recommendation of supplemental educational services, parent involvement strategies, ~~social, emotional and/or~~ behavioral interventions, discipline, referrals to other agencies or resources, and/or other appropriate interventions.

The ~~student success team~~ SST shall monitor the student's progress, evaluate the extent to which the recommended strategies have been implemented, ~~make adjustments to the plan~~, and develop additional interventions as needed.

The SST process shall not delay or deny a referral for evaluation for eligibility for special education, as may be required under state or federal law.

The Superintendent or designee may integrate SSTs into the district's multi-tiered system of support, including identification of students who need additional support, the level(s) of support, appropriate interventions, monitoring of progress, and whether the goal of intervention has been met.

To strengthen the effectiveness of SSTs, the Superintendent or designee may

provide staff development in the identification of students who may need additional support, implementation of measurable and targeted interventions, and monitoring of progress and goal attainment.

Revised:
Adopted: December 10, 2008

STUDENT SUCCESS TEAMS

Team Membership

Members of individual Student Success Teams (SST) may include:

1. The principal or designee;
2. One or more of the student's classroom teachers or former teachers;
3. The student's parents/guardians; and/or
4. The student if appropriate

5. School Counselor

~~5-6.~~ Resource personnel or specialists, such as a ~~school counselor, school~~ psychologist, nurse, outreach consultant, special education resource person, ~~categorically funded staff person,~~ department chairperson, speech and language specialist, reading specialist, social worker, probation officer, community resource representative, mental health worker or other person relevant to the student's situation.

The makeup of each individual SST is at the district's discretion, and may not include participation from individuals in each of the categories listed above.

Team Responsibilities

The principal or designee shall:

1. Schedule meetings and establish meeting procedures;
2. Contact parents/guardians and other team members regarding team meetings;
3. Consult with appropriate school staff, including teachers and/or district resource personnel;
4. Arrange for observation of the student in the problem situation as needed;
5. Collect any additional background information necessary to inform team members about the student's strengths and needs, such as relevant student

data, educational history, and work samples, as appropriate;

6. Help the student and parents/guardians prepare for the meeting;

7. Facilitate the team meetings; ~~and~~

8. Develop a plan to support the student which incorporates intervention strategies

89. Ensure that the student's progress is monitored ~~and~~, that follow-up meetings are regularly scheduled, ~~and that adjustments are made to the plan and related interventions as necessary.~~

Revised:

Adopted: December 10, 2008

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

37. 22/23-5013 - BOARD POLICY 7214, *GENERAL OBLIGATION BONDS* & ITS ACCOMPANYING ADMINISTRATIVE REGULATION

RECOMMENDATION

The Board of Education is requested to receive for adoption Board policy 7214, *General Obligation Bonds*, 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, the Business Services department has conducted its annual review of Board Policies and Administrative Regulations and is presenting updates to these policies for review and approval. At the June 22, 2022, Board of Education meeting, this policy, and administrative regulation were presented for approval and there were no additional edits or suggestions received.

Background:

Additional Information:

A copy of the proposed policy and administrative regulation are attached.

ATTACHMENTS

- [BP 7214 General Obligation Bonds.pdf](#)
- [AR 7214 General Obligation Bonds.pdf](#)

GENERAL OBLIGATION BONDS

The Governing Board recognizes that school facilities are an essential component of the educational program and that the Board has a responsibility to ensure that the district's facilities needs are met in the most cost-effective manner possible. ~~The Governing Board desires to provide adequate facilities in order to enhance student learning and to help the district achieve its vision for educating district students. When the Board determines that it is in the best interest of district students, it may To that end, the Board may order an election on the question of whether bonds shall be issued to pay for school facilities. when, in the Board's judgment, it is advisable and in the best interest of district students.~~

The Board's decision to order a bond election, as well as its determinations regarding the appropriate amount, timing, and structure of the bond issuance, shall be consistent with law and the district's debt management policy.

Before ordering a bond election, the Board shall obtain reasonable and informed projections of assessed valuations that take into consideration projections of assessed property valuations made by the county assessor. (Education Code 15100)

When any project to be funded by bonds will require state matching funds for any phase of the project, the ballot for the bond measure shall include a statement as specified in Education Code 15122.5, advising voters that, because the project is subject to approval of state matching funds, passage of the bond measure is not a guarantee that the project will be completed.

~~The Board shall determine the appropriate size of the bond in accordance with law.~~

Bonds Requiring 55 Percent Approval by Local Voters

The Board may decide to pursue the authorization and issuance of bonds by approval of 55 percent majority of the voters pursuant to Article 13A, Section 1(b)(3) and Article 16, Section 18(b) of the California Constitution. If two-thirds of the Board agree to such an election, the Board shall vote to adopt a resolution to incur bonded indebtedness if approved by a 55 percent majority of the voters.

The bond election may only be ordered at a primary or general election, a statewide special election, or a regularly scheduled local election at which all of the electors of the school district are entitled to vote.

Bonded indebtedness incurred by the district shall be used only for the following purposes: ~~construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities.~~ (California Constitution Article 13A, Section 1(b)(3) and

1(b)(3)(A))

1. The construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities
2. The acquisition or lease of real property for school facilities
3. The refunding of any outstanding debt issuance used for the purposes specified in items #1-2 above

The proposition approved by the voters shall include the following accountability requirements: (California Constitution Article 13A, Section 1(b)(3))

- ~~1. A requirement that proceeds from the sale of the bonds be used only for the purposes specified above, as detailed in California Constitution Article 13A, Section 1(b)(3), and not for any other purposes including teacher and administrative salaries and other school operating expenses~~
1. Certification that proceeds from the sale of the bonds will be used only for the purposes specified in items #1-2 above, and not for any other purposes including teacher and administrative salaries and other school operating expenses
2. A list of specific school facility projects to be funded and certification that the Board has evaluated safety, class size reduction, and information technology needs in developing that list
3. A requirement that the Board conduct an annual, independent performance audit to ensure that the funds have been expended only on the specific projects listed
4. A requirement that the Board conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all of those proceeds have been expended for the school facilities projects
- ~~5. A requirement that the Board appoint a Citizens Oversight Committee in compliance with Education Code 15278.~~

~~If a district general obligation bond requiring a 55 percent majority is approved by the voters, the Board shall appoint an independent citizens' oversight committee to inform the public concerning the expenditure of bond revenues as specified in Education Code 15278 and the accompanying administrative regulation. This committee shall be appointed within 60 days of the date that the Board enters the election results in its minutes pursuant to Education Code 15274. (Education Code 15278)~~

~~The Superintendent or designee shall ensure that the annual, independent performance and financial audits required pursuant to items #3-4 above are issued in accordance with the U.S. Comptroller General's Government Auditing Standards and submitted to the citizens' oversight committee at the same time they are submitted to him/her and no later than March 31 of each year. (Education Code 15286)~~

The Board shall provide the citizens' oversight committee with responses to all findings, recommendations, and concerns addressed in the performance and financial audits within three months of receiving the audits. (Education Code 15280)

The Board may disband the citizens' oversight committee when the committee has completed its review of the final performance and financial audits.

Bonds Requiring 66.67 Percent Approval by Local Voters

The Board may decide to pursue the authorization and issuance of bonds by approval of 66.67 percent majority of the voters pursuant to Education Code 15100 and Article 13A, Section 1(b)(2) of the California Constitution. If a majority of the Board agrees to such an election, or upon a petition of the majority of the qualified electors residing in the district, the Board shall adopt a resolution ordering an election on the question of whether to incur bonded indebtedness if approved by a 66.67 percent majority of the voters. (Education Code 15100)

The bond election may be ordered to occur on any Tuesday, except a Tuesday that is a state holiday or the day before or after a state holiday, is within 45 days before or after a statewide election unless conducted at the same time as the statewide election, or is an established election date pursuant to Elections Code 1000 or 1500. (Education Code 15101)

Subject to limits specified in Article 13A, Section 1 of the California Constitution, bonds shall be sold to raise money for the following purposes:

1. Purchasing school lots
2. Building or purchasing school buildings
3. Making alterations or additions to school building(s) other than as may be necessary for current maintenance, operation, or repairs
4. Repairing, restoring, or rebuilding any school building damaged, injured, or destroyed by fire or other public calamity
5. Supplying school buildings and grounds with furniture, equipment, or necessary apparatus of a permanent nature
6. Permanently improving school grounds
7. Refunding any outstanding valid indebtedness of the district, evidenced by bonds or state school building aid loans
8. Carrying out sewer or drain projects or purposes authorized in Education Code 17577
9. Purchasing school buses with a useful life of at least 20 years

10. Demolishing or razing any school building with the intent to replace it with another school building, whether in the same location or in any other location

Except for refunding any outstanding indebtedness, any of the purposes listed above may be united and voted upon as a single proposition by order of the Board and entered into the minutes.

The Board may appoint a citizens' oversight committee to review and report to the Board and the public as to whether the expenditure of bond revenues complies with the intended purposes of the bond.

Certificate of Results

If the certificate of election results received by the Board shows that the appropriate majority of the voters is in favor of issuing the bonds, the Board shall record that fact in its minutes. The Board shall then certify to the County Board of Supervisors all proceedings it had in connection with the election results. (Education Code 15124, 15274)

Resolutions Regarding Sale of Bonds

Following passage of the bond measure by the appropriate majority of voters, the Board shall pass a resolution directing the issuance and sale of bonds. In accordance with law, the resolution shall prescribe the total amount of bonds to be sold and may also prescribe the maximum acceptable interest rate, not to exceed eight percent, and the time(s) when the whole or any part of the principal of the bonds shall be payable. (Education Code 15140; Government Code 53508.6)

In passing the resolution, the Board shall consider each available funding instrument, including, but not limited to, the costs associated with each and their relative suitability for the project to be financed.

Prior to the sale of bonds, the Board shall place an agenda item at a public meeting and adopt as part of the bond issuance resolution, or in a separate resolution, disclosures of the available funding instruments, the costs and sustainability of each, and all of the following information: (Education Code 15146; Government Code 53508.9)

1. Express approval of the method of sale (i.e., competitive, negotiated, or hybrid)
2. Statement of the reasons for the method of sale selected
3. Disclosure of the identity of the bond counsel, and the identities of the bond underwriter and the financial adviser if either or both are utilized for the sale, unless these individuals have not been selected at the time the resolution is adopted, in which case the Board shall disclose their identities at the public meeting occurring after they have been selected

4. Estimates of the costs associated with the bond issuance, including, but not limited to, bond counsel and financial advisor fees, printing costs, rating agency fees, underwriting fees, and other miscellaneous costs and expenses of issuing the bonds

When the sale involves bonds that allow for the compounding of interest, such as a capital appreciation bond (CAB), the resolution to be adopted by the Board shall include items #1-4 above as well as the financing term and time of maturity, repayment ratio, and the estimated change in the assessed value of taxable property within the district over the term of the bonds. The resolution shall be publicly noticed on at least two consecutive meeting agendas, first as an information item and second as an action item. The agendas shall identify that bonds that allow for the compounding of interest are proposed. (Education Code 15146)

Prior to adopting a resolution for the sale of bonds that allow for the compounding of interest, the Board shall be presented with the following: (Education Code 15146)

1. An analysis containing the total overall cost of the bonds that allow for the compounding of interest
2. A comparison to the overall cost of current interest bonds
3. The reason bonds that allow for the compounding of interest are being recommended
4. A copy of the disclosure made by the underwriter in compliance with Rule G-17 adopted by the federal Municipal Securities Rulemaking Board

At least 30 days prior to the sale of any debt issue, the Superintendent or designee shall submit a report of the proposed issuance to the California Debt and Investment Advisory Commission (CDIAC). (Government Code 8855)

After the sale, the Board shall be presented with the actual issuance cost information and shall disclose that information at the Board's next scheduled meeting. The Board shall ensure that an itemized summary of the costs of the bond sale and all necessary information and reports regarding the sale are submitted to the CDAIC. (Education Code 15146; Government Code 53509.5)

Bond Anticipation Notes

Whenever the Board determines that it is in the best interest of the district, it may, by resolution, issue a bond anticipation note, on a negotiated or competitive-bid basis, to raise funds that shall be used only for a purpose authorized by a bond that has been approved by the voters of the district in accordance with law. (Education Code 15150)

Payment of principal and interest on any bond anticipation note shall be made at note maturity, not to exceed five years, from the proceeds derived from the sale of the bond in anticipation of which that note was originally issued or from any other source lawfully

available for that purpose, including state grants. Interest payments may also be made from such sources. However, interest payments may be made periodically and prior to note maturity from an increased property tax if the following conditions are met: (Education Code 15150)

1. A resolution of the Board authorizes the property tax for that purpose.
2. The principal amount of the bond anticipation note does not exceed the remaining principal amount of the authorized but unissued bonds.

A bond anticipation note may be issued only if the tax rate levied to pay interest on the note would not cause the district to exceed the tax rate limitation set forth in Education Code 15268 or 15270, as applicable.

Deposit of Bond Proceeds

With regard to general obligation bonds, the district shall invest new money bond proceeds in the county treasury pool as required by law. (Education Code 15146)

Revised: June 22, 2022
~~Adopted: October 24, 2007~~

GENERAL OBLIGATION BONDS

Election Notice

Whenever the Governing Board orders an election on the question of whether general obligation bonds shall be issued to pay for school facilities, the Superintendent or designee shall ensure that election notice and ballot requirements are satisfied in accordance with Education Code 15120-15126 and 15272.

Certificate of Results

~~If it appears from the certificate of election results that the appropriate majority of the voters are in favor of issuing the bonds, the Governing Board shall cause an entry of that fact to be made in its minutes. The Board shall then certify to the board of supervisors of the county whose superintendent of schools has jurisdiction over the district all proceedings had in connection with the election results.~~

Resolution Regarding Sale of Bonds

~~Following passage of the bond measure, the Board shall pass a resolution to issue the sale of bonds. The resolution shall prescribe the total amount of bonds to be sold and may also prescribe the maximum acceptable interest rate, not to exceed eight percent, and the time(s) when the whole or any part of the principal of the bonds shall be payable, which shall not be more than 25 years from the date of the bonds.~~

~~Prior to the sale of bonds, the Board shall adopt, as an agenda item at a public meeting, another resolution, which includes all of the following items:~~

- ~~1. Express approval of the method of sale~~
- ~~2. Statement of the reasons for the method of sale selected~~
- ~~3. Disclosure of the identity of the bond counsel, and the identities of the bond underwriter and the financial adviser if either or both are utilized for the sale, unless these individuals have not been selected at the time the resolution is adopted, in which case the Board shall disclose their identities at the public meeting occurring after they have been selected~~
- ~~4. Estimates of the costs associated with the bond issuance~~

~~After the sale, the Board shall be presented with the actual cost information and shall disclose that information at the Board's next scheduled meeting. The Board shall ensure that an itemized summary of the costs of the bond sale and all necessary information and reports regarding the sale are submitted to the California Debt and Investment Advisory Commission.~~

Citizens' Oversight Committee

~~If a district general obligation bond requiring a 55 percent majority is approved under the 55 percent majority threshold pursuant to Proposition 39 (Article 13A, Section 1(b)(3) and Article 16, Section 18(b) of the California Constitution), then the district's citizens' oversight committee shall consist of at least seven members, including, but not limited to: (Education Code 15282) by the voters, the Board shall appoint an independent citizens' advisory oversight committee. This committee shall be appointed within 60 days of the date that the Board enters the election results in its minutes pursuant to Education Code 15274.~~

~~The citizens' oversight committee shall consist of at least seven members including, but not limited to:~~

- ~~1. One member active in a business organization representing the business community located within the district~~
- ~~2. One member active in a senior citizens organization~~
- ~~3. One member active in a bona fide taxpayers' organization~~
- ~~4. One member who is a parent/guardian of a ~~child enrolled in the~~ district student~~
- ~~5. One member who is a parent/guardian of a ~~child enrolled in the~~ district student and is active in a parent-teacher organization, such as the Parent Teacher Association or school site council~~

~~No employee, official, vendor, contractor, or consultant of the district shall be appointed to the citizens' oversight committee.~~

~~Members of the citizens' oversight committee shall be subject to the conflict of interest prohibitions regarding incompatibility of office pursuant to Government Code 1125-1129 and financial interest in contracts pursuant to Government Code 1090-1099. (Education Code 15282)~~

~~No employee, Board member, vendor, contractor, or consultant of the district shall be appointed to the citizens' oversight committee. (Education Code 15282)~~

~~Members of the citizens' oversight committee may serve for no more than three consecutive terms of two years each. They shall serve without compensation.~~

~~(Education Code 15282) serve for a term of two years without compensation and for no more than two consecutive terms.~~

The purpose of the citizens' oversight committee shall be to inform the public concerning the expenditure of bond revenues. The committee shall actively review and report on the proper expenditure of taxpayers' money for school construction and shall convene to provide oversight for, but not limited to, the following:

1. Ensuring that bond revenues are expended only for the purposes described in Article 13A, Section 1(b)(3) of the California Constitution including the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities
2. Ensuring that, as prohibited by Article 13A, Section 1(b)(3)(A) of the California Constitution, no funds are used for any teacher and administrative salaries or other school operating expenses

In furtherance of its purpose, the committee may engage in any of the following activities:

1. Receiving and reviewing copies of the annual, independent performance **and financial** audits required by Article 13A, Section 1(b)(3)(C) **and (D)** of the California Constitution
- ~~2. Receiving and reviewing copies of the annual, independent financial audit required by Article 13A, Section 1(b)(3)(D) of the California Constitution~~
2. Inspecting school facilities and grounds to ensure that bond revenues are expended in compliance with the requirements of Article 13(A), Section 1(b)(3) of the California Constitution
3. **Receiving and reviewing copies of any deferred maintenance proposals or plans developed by the district**
4. Reviewing efforts by the district to maximize bond revenues by implementing cost-saving measures including, but not limited to, the following:
 - a. Mechanisms designed to reduce the costs of professional fees
 - b. Mechanisms designed to reduce the costs of site preparation
 - c. Recommendations regarding the joint use of core facilities
 - d. Mechanisms designed to reduce costs by incorporating efficiencies in school site design

- e. Recommendations regarding the use of cost-effective and efficient reusable facility plans

The ~~district Board~~ shall, without expending bond funds, provide the citizens' oversight committee with any necessary technical assistance and shall provide administrative assistance in furtherance of the committee's purpose and sufficient resources to publicize the committee's conclusions.

All ~~citizens'~~ oversight committee proceedings shall be open to the public and noticed in the same manner as proceedings of the Board. Committee meetings shall be subject to the provisions of the Ralph M. Brown Act.

The oversight committee shall issue regular reports, at least once a year, on the results of its activities. Minutes of the proceedings and all documents received and reports issued shall be a matter of public record and shall be made available on the district's web site.

~~Members of the oversight committee shall be subject to prohibitions regarding incompatibility of office pursuant to Government Code 1125-1129 and financial interest in contracts pursuant to Government Code 1090-1098.~~

Reports

Within 30 days after the end of each fiscal year, the ~~district Board~~ shall submit to the County Superintendent of Schools a report concerning any bond election(s) containing the following information:

1. The total amount of the bond issue, bonded indebtedness, or other indebtedness involved
2. The percentage of registered electors who voted at the election
3. The results of the election, with the percentage of votes cast for and against the proposition

Revised: June 22, 2022

~~Adopted: October 24, 2007~~

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

1. 22/23-1010 - REQUEST FOR PURCHASE OF CLASSROOM MATERIALS AND SUPPLIES FOR THE FEMINEER STUDENT PROGRAM

RECOMMENDATION

The Board of Education is requested to approve the purchase of classroom materials and supplies for the Femeiner Student Program that will support student learning.

Motion by _____, seconded by _____ Vote _____

Board Member Travanti ____, Board Member Hammond ____, Board Member Anderson ____,

Board Member Gholar ____, Board President Lockerbie _____

Rationale:

Eight Monrovia Unified School District teachers participated in the Femeiner School Program training through Cal Poly Pomona. These teachers represent six schools; five elementary schools and one middle school. The next step in this program is to engage the students in these classrooms in creative robotics. To support this learning, materials and supplies are necessary and require a one-time purchase of the required items; these items will be shared by the students within each classroom in this after-school program. Thereafter, a smaller list of supplies will need to be purchased each year to replenish the materials used previously.

Budget Implication (\$ Amount):

The expected cost of these materials and supplies for 2022-23, including tax and shipping, is estimated to be \$28,000. The expense will be funded by the Local Control and Accountability Plan (LCAP) budget..

Additional Information:

A copy of the supply list and estimated expenses are attached.

ATTACHMENTS

- [Femeiner Creative Robotics Supplies MUSD 2022-23.xlsx - Estimate of Expenses.pdf](#)

FEMINEER STUDENT PROGRAM

ITEM	SOURCE	PER ITEM COST		NEEDED	COST
Hummingbird Bit Medium Classroom Kit	Kit for 16-24 students	\$1,675.00	Each	8	\$13,400.00
Tool Bag		\$29.79	Each	48	\$1,429.92
Tool Kit (Option #2)		\$42.96	Each	48	\$2,062.08
Caliper (Option #2)	Any local supplier	\$10.97	Each	48	\$526.56
Multimeter	Any Local Supplier	\$28.99	Each	48	\$1,391.52
Heavy Duty Scissors	Any Local Supplier	\$12.99	Pkg/5	32	\$415.68
Mini Glue Gun	Any Local Supplier	\$7.12	Each	48	\$341.76
Mini Glue Sticks	Any Local Supplier	\$8.65	Pkg/100	8	\$69.20
Safety Goggles	Any Local Supplier	\$11.20	Pkg/12	16	\$179.20
Pencils	Any Local Supplier	\$9.61	Pkg/48	16	\$153.76
12in Rulers	Any Local Supplier	\$18.88	Pkg/24	8	\$151.04
Aluminum Wire	Any Local Supplier	\$4.59	Each	8	\$36.72
Brushes (Foam Brush)	Any Local Supplier	\$7.35	Pkg/25	8	\$58.80
Cardboard	*Can use any cardboard	\$20.73	Pkg/5	8	\$165.84
Colored Paper (24lb)	Any Local Supplier	\$16.99	Each	8	\$135.92
Colored Pencils	Any Local Supplier	\$3.29	Pkg/12	48	\$157.92
Construction Paper	Any Local Supplier	\$9.80	Pkg/240	8	\$78.40
Craft Feathers	Any Local Supplier	\$6.99	Pkg/300	8	\$55.92
Duct Tape	Any Local Supplier	\$9.50	Pkg/6	8	\$76.00
Electrical Tape	Any Local Supplier	\$14.95	Pkg/10	16	\$239.20
Glue Sticks	Any Local Supplier	\$4.39	Pkg/12	8	\$35.12
Hole Punch	Any Local Supplier	\$3.84	Each	16	\$61.44
Fabric Material Squares	Any Local Supplier	\$6.69	Pkg/15	8	\$53.52
Pipe Cleaner	Any Local Supplier	\$8.95	Pkg/360	8	\$71.60
Pom-Poms	Any Local Supplier	\$7.29	Pkg/500	8	\$58.32
Batteries AA (4per Student)	Any Local Supplier	\$13.27	Pkg/48	24	\$318.48
Popsicle Sticks	Any Local Supplier	\$10.23	Pkg/1000	8	\$81.84
Round Brads	Any Local Supplier	\$5.99	Pkg/100	8	\$47.92
Scotch Tape	Any Local Supplier	\$9.49	Pkg/6	8	\$75.92
Styrofoam Balls	Any Local Supplier	\$4.19	Pkg/16	8	\$33.52
Tacky Glue	Any Local Supplier	\$21.77	Pkg/3	48	\$1,044.96
Foam Sheets (Assorted Color)	Any Local Supplier	\$8.44	Pkg/12	8	\$67.52
Washable Markers	Any Local Supplier	\$3.17	Pkg/10	48	\$152.16
Washable Paint	Any Local Supplier	\$18.99	Pkg/6	8	\$151.92
Wiggle Eyes	Any Local Supplier	\$5.39	Pkg/700	8	\$43.12
Yarn	Any Local Supplier	\$11.99	Pkg/8	8	\$95.92
Cordless Drill	Any Local Supplier	\$24.55	Each	8	\$196.40
1 inch Nails	Any Local Supplier	\$4.16	Pkg/100	32	\$133.12
Assorted string colors	Any Local Supplier	\$9.99	100 colors	8	\$79.92
Wood Board 8x10	Any Local Supplier	\$5.85	1	48	\$280.80
1 Inch Screws	Any Local Supplier	\$5.99	Pkg/100	8	\$47.92
Plastic zip bags	Any Local Supplier	\$6.90	Pkg/100	8	\$55.20

*Some supplies may be available in the District Warehouse.

	Tax	\$24,312.08
	Estimated Shipping	\$2,491.99
		\$500.00
		\$27,304.07

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

2. 22/23-1011 - APPROVAL OF EXTENDED FIELD TRIP

RECOMMENDATION

The Board of Education is requested to approve an extended field trip for the Monrovia High School cheer team to participate in the 2022 Universal Cheerleaders Association (UCA) Camp in La Quinta, California, from July 29 - August 1, 2022.

Motion by _____, seconded by _____ Vote _____

Board Member Travanti ____, Board Member Hammond ____, Board Member Anderson ____,

Board Member Gholar ____, Board President Lockerbie _____

Budget Implication (\$ Amount):

The total cost of the camp is \$14,530, whereby 27 students and 3 chaperones will be attending. \$12,360 of the cost will be paid using student contributions via the Booster organization and a direct contribution by the Booster organization; the additional \$2,170 will be funded from Monrovia High School's budget.

Legal References:

Board Policy 6153 requires prior Board approval for extended field trips.

Additional Information:

The following matters have been addressed in accordance to the Board Policy and/or district guidelines: transportation requests, insurance, parent permission forms.

ATTACHMENTS

- [FIELD TRIP - MHS Cheer Camp - 20220729.pdf](#)
- [FIELD TRIP - MHS Cheer Camp Attendees - 20220729.pdf](#)

Subject: EXTENDED FIELD TRIP

Prepared by: Adrian Ayala, Principal, Monrovia High School



Reviewed by: Business Services Department

Action desired:

The Board of Education is requested to approve the following field trip:

- Location: La Quinta, CA (La Quinta Resort & Club)
- Date(s): Friday, July 29 - Monday, August 1
- Participants: Cheer Squads Number 27
- Supervisors: Chaperones Number 2
- Date(s) of Field Trip: July 29 - August 1, 2022
- Sponsor(s): MHS Cheer
- Estimated Costs: School: \$2170.00
Student Athlete/Booster/MHS: \$12,360.00

- Purpose of Trip: MHS Cheer Camp
- Grade Level(s) Involved: 9-12
- Form of Transportation: Charter Bus

Budget Implications - None to the district

Legal References - Board Policy 6153 requires prior Board approval for extended field trips.

Additional Information: The following matters have been addressed according to Board policy and/or district guidelines:

- Transportation Requests
- Insurance
- Parent Permission Form

Recommended _____
Superintendent

**LIST OF STUDENTS AND SUPERVISORS/CHAPERONES
PARTICIPATING IN FIELD TRIPS**

DESTINATION La Quinta Resort & Club / 49-499 Eisenhower Dr. La Quinta, CA 92253

DEPARTURE DATE/TIME: July 29@7:30 am RETURN DATE/TIME: August 1 @ 1:30 pm

PLEASE LIST THE NAMES OF STUDENTS IN ALPHABETICAL ORDER
(If additional space is needed, please continue on reverse side.)

<u>Savannah Almiron</u>	<u>Emily Musich</u>
<u>Leilani Callum</u>	<u>Amira Najera</u>
<u>Arryn Calva</u>	<u>Meilena Robertson</u>
<u>Cassidy Carroll</u>	<u>Cindy Ruiz Perez</u>
<u>Ocean Churchill</u>	<u>Cailin Schrier</u>
<u>Kimiko Cintron</u>	<u>Ava Shechtman</u>
<u>Amanda Domio</u>	<u>Julia Tripp</u>
<u>Audrey Escoto</u>	<u>Hailey Valenzuela</u>
<u>Quinlan Giberson</u>	<u>Kai Leigh Ware</u>
<u>Cecilia Gomez</u>	<u>Kyhilee Zamora</u>
<u>Randall Hobbs</u>	<u>Summer Zuniga</u>
<u>Andrea Ibarra</u>	<u>_____</u>
<u>Gloria Jimenez-Lopez</u>	<u>_____</u>
<u>Amil Johnson</u>	<u>_____</u>
<u>Mackenzie Kaufmann</u>	<u>_____</u>
<u>Jianna Molina</u>	<u>_____</u>

PLEASE LIST THE NAMES OF SUPERVISORS/CHAPERONES IN ALPHABETICAL ORDER

<u>Adrian Ayala</u>	<u>_____</u>
<u>Shelby Hightower</u>	<u>_____</u>
<u>Jessica Ramos</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>

This list is to be left with the principal or designee immediately prior to departure. A copy of the list should also accompany the teacher/sponsor.
(This form is optional; a similar list of field trip participants may be substituted.)

Revised: September 24, 2008

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

3. 22/23-2012 - SERVICE AGREEMENT WITH PIPER SANDLER & COMPANY

RECOMMENDATION

The Board of Education is requested to ratify an agreement with Piper Sandler & Company for financial advisory services.

Motion by _____, seconded by _____ Vote _____

Board Member Travanti ____, Board Member Hammond ____, Board Member Anderson ____,

Board Member Gholar ____, Board President Lockerbie _____

Rationale:

In June 2022, the Board of Education directed District staff to determine the feasibility of placing a facilities bond on the November 2022 ballot. In order to begin that process, the District engaged with Piper Sandler to assist with planning for a potential bond issuance.

Background:

Piper Sandler & Company is the leading firm in providing financial advisory services to school districts in California. Their expertise lies in assisting California school districts pass general obligation bond measures and they have assisted Over 150 California school districts successfully pass general obligation bonds measures in the past 30 years.

Budget Implication (\$ Amount):

Piper Sandler will not charge the District for general financial advisory services provided under this agreement. Piper Sandler's fees for providing debt issuance financial advisory services provided under this agreement shall be computed in accordance with the schedule listed on page six of the agreement, plus reasonable allocable expenses, payable upon the closing of each series of bonds or other debt instruments.

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 2012\(b\) Service Agreement with Piper Sandler & Co. 7-27-22.pdf](#)

**AGREEMENT BETWEEN
MONROVIA UNIFIED SCHOOL DISTRICT AND PIPER SANDLER & CO.
FOR GENERAL PURPOSE FINANCIAL ADVISORY SERVICES**

THIS AGREEMENT FOR FINANCIAL ADVISORY SERVICES, made this 28th day of June, 2022, by and between MONROVIA UNIFIED SCHOOL DISTRICT (hereinafter called "District"), party of the first part, and PIPER SANDLER & CO., 2321 Rosecrans Avenue, Suite 3200, El Segundo, California, (hereinafter called "Piper Sandler"), party of the second part:

WITNESSETH

WHEREAS, the District regularly reviews all of its facilities and technology needs on a regular basis and maintains an assessment of what improvements thereto might be needed; and

WHEREAS, the District from time to time may need to consider planning for future General Obligation Bond ballot measures and the subsequent issuances of General Obligation Bonds thereunder or the issuance of other debt instruments to finance various facilities and technology improvements in order to enhance the quality of education within the District; and

WHEREAS, the District requires the services of a financial services firm experienced in municipal advisory work and school bond election planning to assist it in being successful in said potential future General Obligation Bond ballot measures and to advise it from time to time with respect to matters of the District, including, but not limited to, capital facilities, financial strategy and planning, best practices for debt instruments and the analysis of the feasibility of future General Obligation Bonds, Certificates of Participation and other forms of debt instruments; and

WHEREAS, the District successfully passed several voter-approved General Obligation Bond measures in the past and subsequently issued bonds that it might want to refinance in the future; and

WHEREAS, Piper Sandler is an experienced financial services firm highly qualified and capable of providing Financial Advisory services to the District;

NOW THEREFORE, it is mutually agreed as follows, to wit:

The District hereby enters into this Agreement with Piper Sandler and Piper Sandler hereby accepts such Agreement from the District to perform the services upon the terms, subject to the conditions and in consideration of the payments as hereinafter set forth:

(A) **Scope of Agreement.** This Agreement is intended to apply to all General Obligation Bond ballot measures and issuances of debt that may be required by the District from time to time, as further described in sections B(I)1 through B(I)10, below.

(B) **Services to be Provided to the District.**

- I. General Financial Advisory Services. Piper Sandler will perform the following at the request of the District, if applicable.
 1. Piper Sandler will assist the District in the analysis and evaluation of major capital and technology improvements and alternative financing sources and strategies, including but not limited to future General Obligation Bond elections, Certificates of Participation and others that can be employed to finance those capital and technology improvements, including public or private financings.
 2. Piper Sandler will assist in the preparation and presentation of workshops or study sessions, relating to topics deemed appropriate by the District, for the Board, community and/or bond oversight committee members.
 3. Piper Sandler will advise the District on pending or enacted State or Federal legislation, regulations and rulings pertaining to municipal finance and debt financings in California.
 4. Piper Sandler will advise the District with regard to the potential benefits of refinancings of outstanding debt obligations.
 5. Piper Sandler will assist the District in the periodic review and development of plans and policies for best practices for debt issuances.
 6. Piper Sandler will annually evaluate the District's assessed valuation performance and trends and then advise the District as to reasonable assessed valuation growth projections.
 7. Piper Sandler will assist the District with potential future local General Obligation Bond elections and provide appropriate Financial Advisory services as they relate to such elections, including, but not limited to, review of proposed ballot language, selection of appropriate consultants and participation in committees and panels as deemed appropriate.
 8. Piper Sandler will perform such other services normally provided by Financial Advisors related to bond issuances and financings, including, but not limited to, attendance at meetings to create financing plans, discussions with County or County Office of Education staff, organization

of meetings of financing team participants to determine the feasibility of any financing plans, assistance in the preparation of financing schedules, review of legal and disclosure documents, advice to the District on market conditions, execution of competitive sales of debt and/or negotiation with underwriters.

9. Piper Sandler will assist with the assembling of such other professional services firms as may be needed by the District.

II. Debt Issuance Financial Advisory Services. To the extent that the District proceeds with the issuance of General Obligation Bonds from any future voter-approved ballot measures, Certificates of Participation and/or other forms of debt instruments or refinancings of prior debt instruments (collectively, "Bonds"), Piper Sandler will perform the following, at the request of the District as appropriate and if applicable to the financing:

1. Piper Sandler will recommend to the District a marketing plan for each series of Bonds including: the amount and timing of the bond sales (if in series), the exact terms and conditions under which the Bonds are to be sold and issued, the repayment schedule for the Bonds, the early prepayment features for the Bonds, paying agent provisions, the delivery of the Bonds, the receipt and application of property tax or other revenues to service the Bonds and other pertinent details.
2. Piper Sandler will evaluate the advantages and disadvantages of various financing structures and then advise the District on the appropriate structure as well as propose financing methods to be considered to meet the District's objectives.
3. Piper Sandler will analyze and advise the District with regard to the potential benefits and costs of issuing taxable and/or tax-exempt Bonds.
4. Piper Sandler will assist the District's Bond Counsel with preparation of the necessary resolutions of issuance or other legal documents for the Bonds and coordination of bond issuance activities with the appropriate County or County Office of Education officials.
5. Piper Sandler will assist in the review of the Official Statement for each series of Bonds describing the District's projects, the Bonds, the security for payment of the Bonds and the economic and financial background of the District. Piper Sandler is not responsible for the preparation of the preliminary or final Official Statement or for verifying or certifying as to the overall accuracy or completeness of any statements therein.
6. Piper Sandler will arrange for electronic posting and distribution of the

Official Statement to a comprehensive list of prospective bond purchasers.

7. Piper Sandler will assist the District in obtaining one or more credit ratings and/or commitments for Municipal Bond Insurance for the Bonds to the end that such Bonds may be sold for the lowest possible interest cost. Piper Sandler will provide the rating services and/or municipal bond insurance providers with all information required by such agencies necessary to establish such ratings and issue such commitments and make such trips and schedule such conferences with such agencies as may be necessary to obtain the highest possible ratings on and most competitive insurance commitments for the Bonds.
8. On an ongoing basis, Piper Sandler will inform the District of current municipal bond market conditions and assist the District in selecting the optimal time for entry into the municipal bond market.
9. Piper Sandler will advise the District as to the assembling of other professionals and such as Bond Underwriter and Official Statement printer, whose services would be of greatest benefit to the District.
10. During a competitive sale of any Bond issue, Piper Sandler will carry out the steps necessary to conduct such sale, including 1) assisting in the preparation and distribution of the Official Notice of Sale, Bid Form and Preliminary Official Statement to prospective bond underwriters, 2) responding to their questions regarding the Bond financing, 3) actively soliciting their bids, 4) coordinating publication of the Notice of Sale, 5) coordinating the bid opening process and 6) calculating the net interest cost of each bid received to determine the lowest bidder.
11. During a publicly or privately negotiated sale of any Bond issue, Piper Sandler will carry out the steps necessary to conduct such sale, including 1) direct the work of the financing team, 2) determine the financial structure of each Bond issue, 3) direct the preparation of the underwriting documents, 4) coordinate with the rating agencies and prepare any rating presentations, 5) determine the feasibility of municipal bond insurance, 6) advise the District on the timing of the sale of each Bond issue and 7) analyze and advise the District on the proposed interest rates for each Bond issue prior to awarding the Bonds to an underwriter.
12. Piper Sandler will assist in representing the District at information meetings, if such meetings are necessary or desirable.
13. Piper Sandler will assist County and District officials, Bond Counsel and the ultimate bond purchasers in coordinating the delivery of the Bonds

and receipt of the bond proceeds.

14. On an ongoing basis, Piper Sandler will assist the District in verifying that the amount of its bonded indebtedness outstanding at any one time does not exceed the 2.50% of assessed valuation State statutory limit, or as may be amended.
15. On an ongoing basis, Piper Sandler will work annually with the Los Angeles County Auditor-Controller's Office to monitor the levy of the tax rate required to repay the District's General Obligation Bonds.

III. Limitation on the Scope of Services. The Services to be provided by Piper Sandler to the District in Sections I and II above ("Scope of Services") may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

In order to clarify the extent of our relationship with the District, Piper Sandler is required under MSRB Rule G-42 to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

The Scope of Services does not include advice on the investment of any bond proceeds or other investments of the District, dissemination agent services, or on the use of swaps or other derivatives, is limited solely to the services described herein and is subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the District and Piper Sandler.

(C) Compensation of Piper Sandler.

1. Piper Sandler will not charge the District for General Financial Advisory Services provided under this Agreement.
2. Piper Sandler's fees for providing Debt Issuance Financial Advisory Services provided under this Agreement shall be computed in accordance with the following schedule, plus reasonable allocable expenses, payable upon the closing of each series of bonds or other debt instruments.

	General Obligation Bonds or Refinancings (1)	Certificates Of Participation or Other Debt Instruments
\$0 to \$10,000,000	\$50,000	\$55,000
\$10,000,000 to \$20,000,000	\$60,000	\$65,000
\$20,000,000 or More	\$70,000	\$75,000

(1) For the first issuance of General Obligation Bonds under a new voter-approved authorization, Piper Sandler will receive an additional up-to \$10,000 in Financial Advisory fees for up-front planning.

Piper Sandler's compensation for participating in each series of Bonds or other debt instruments shall be derived solely from the sale of the District's Bonds or other debt instruments. If no sale occurs, then neither the District nor any of its agents or employees are under any obligation to compensate Piper Sandler for any services performed.

3. Piper Sandler warrants and represents to the District that its fees set forth above for post-bond election services or other debt instrument services have not been inflated nor are above fair market value in order to cover for its General Financial Advisory Services.

(D) **Piper Sandler's Regulatory Duties When Servicing the District.** The Municipal Securities Rulemaking Board (MSRB) Rule G-42 requires that Piper Sandler undertake certain inquiries or investigations of and relating to the District in order for Piper Sandler to fulfill certain aspects of the fiduciary duty owed to the District. Such inquiries generally are triggered: (a) by the requirement that Piper Sandler know the essential facts about the District and the authority of each person acting on behalf of the District so as to effectively service the relationship with the District, to act in accordance with any special directions from the District, to understand the authority of each person acting on behalf of the District, and to comply with applicable laws, regulations and rules; (b) when Piper Sandler undertakes a determination of suitability of any recommendation made by Piper Sandler to the District, if any, or by others that Piper Sandler reviews for the District, if any; (c) when making any representations, including with regard to matters pertaining to the District or any issue; and (d) when providing any information in connection with the preparation of any preliminary or final Official Statement, including information about the District, its financial condition, its operational status and its municipal securities. Specifically, the District agrees to provide to Piper Sandler any documents on which the District has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for an issue.

The District agrees to cooperate, and to cause its agents to cooperate, with Piper Sandler in carrying out these duties to inquire or investigate, including providing to Piper Sandler accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the District agrees that, to the extent the District seeks to have Piper Sandler provide advice with regard to any recommendation made by a third party, the District will provide to Piper Sandler written direction to do so as well as any information it has received from such third party relating to its recommendation.

In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Piper Sandler or any of its associated persons, Piper Sandler and its associated persons shall have no liability to the District for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the District's election to act or not act, as the case may be, contrary to any advice or recommendation provided by Piper Sandler to the District. No recourse shall be had against Piper Sandler for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the District arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any issue or product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by the District of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Piper Sandler's fiduciary duty to the District under Section 15B(c)(1), if applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

(E) Staffing.

1. Piper Sandler will provide its Financial Advisory services to the District from out of its Southern California area office, based in El Segundo.
- 2.

(F) Termination.

1. Either party may terminate this Agreement at any time by giving the other party thirty (30) days written notice of termination. All fees due to Piper Sandler shall be due and payable upon termination. Upon termination, the obligations of Piper Sandler under this Agreement,

including any amendments, shall terminate immediately and Piper Sandler shall thereafter have no continuing fiduciary or other duties to the District.

(G) Required Disclosures.

1. MSRB Rule G-42 requires that Piper Sandler provide you with disclosures of any potential material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Piper Sandler's Disclosure Statement in Exhibit A.

(H) Additional Provisions.

1. Piper Sandler is a registered municipal advisor.
2. Independent Contractor Status. Piper Sandler, in the performance of this Agreement, shall be and act as an independent contractor. Piper Sandler understands and agrees that it shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided to employees of the District and/or to which the District's employees are normally entitled.
3. Assignment/Successors and Assigns. Piper Sandler shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this Agreement without the prior written consent of the District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.
4. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
5. Notices. Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the District at:

If to the District: Dana Smith
Assistant Superintendent, Business Services
325 East Huntington Drive
Monrovia, CA 91016

If to Piper Sandler: Timothy P. Carty
Managing Director
2321 Rosecrans Avenue, Suite 3200
El Segundo, CA 90245

With a copy to: Piper Sandler & Co.
Legal Department
800 Nicollet Mall
Minneapolis, MN 55402-7020

6. Execution in Counterparts/Authority. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
7. Entire Agreement/Amendments. This Agreement, including any amendments hereto which are expressly incorporated herein, constitutes the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except in writing executed by both the District and Piper Sandler.
8. Warranty of Authority. The persons indicated above are legally authorized to execute this Agreement on behalf of the respective parties, and to bind the respective parties to this Agreement.
9. Legal and Technical Advice. Piper Sandler is not legal counsel, an accountant or an engineer and is not providing legal, accounting or engineering guidance. None of the services contemplated in this Agreement shall be construed as or a substitute for legal services. The District acknowledges and understands that State and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the District and that the failure of Piper Sandler to advise the District respecting these laws shall not constitute a breach by Piper Sandler or any of its duties and responsibilities under this Agreement. The District acknowledges that any preliminary Official Statement and the final Official Statement are statements of the District and not of Piper Sandler.

10. Consent to Jurisdiction; Service of Process. The parties each hereby (a) submits to the jurisdiction of any State or Federal court sitting in the State of California for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in a State or Federal court sitting in State of California and (e) agrees that a final judgement in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgement or in any other manner provided by law.
11. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of California.
12. Waiver of Jury Trial. THE PARTIES EACH HEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. THE PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.
13. No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.
14. The District and Piper Sandler intend and agree that, to the extent the performance of services by Piper Sandler with respect to a financing constitutes municipal advisory activities within the meaning of Section 15B(a)(1) of the Securities Exchange Act of 1934 or otherwise creates a duty of Piper Sandler under Section 15B(c)(1) of the Securities Exchange Act of 1934 or Rule G-23 of the Municipal Securities Rulemaking Board, such duty does not extend beyond the services to be provided with respect to that financing and such duty does not extend to any other contract, agreement, relationship, or understanding of any nature between the District and Piper Sandler.

IN WITNESS WHEREOF, said District, party of the first part, has caused these presents to be properly executed, and Piper Sandler, party of the second part, has caused these presents be executed by one of its officers, as of the date hereinabove set forth.

PIPER SANDLER & CO.

By: Timothy P. Carty
Timothy P. Carty
Its: Managing Director

Date: June 27, 2022

ACCEPTED AND AGREED:

MONROVIA UNIFIED SCHOOL DISTRICT

By: Ryan D. Smith
Ryan D. Smith
Superintendent

Date: 6/28/22

Piper Sandler & Co. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board ("MSRB"). A brochure is posted on the website of the MSRB, at www.msrb.org that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

**EXHIBIT A
TO
AGREEMENT BETWEEN
MONROVIA UNIFIED SCHOOL DISTRICT AND PIPER SANDLER & CO.
FOR GENERAL PURPOSE FINANCIAL ADVISORY SERVICES**

The following is being provided to you because of the new Municipal Securities Rulemaking Board (MSRB) Rule G-42, (which we refer to herein as the Rule), effective June 23, 2016, which will apply to Piper Sandler in its capacity as a financial advisor or municipal advisor to you. The Rule requires that municipal advisors provide to school districts disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Sandler is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to actual or potential material conflicts of interest, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for you. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a financial services firm with a client-oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Sandler's supervisory structure, utilizing our long-standing and comprehensive supervisory processes and practices, provides strong safeguards against individual representatives of Piper Sandler potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Compensation-Based Conflicts. While we have not finalized the terms of our engagement with you, we are required to provide you with disclosures of potential conflicts related to compensation models we may mutually agree to. If the fees expected to be paid by you are based on the size of an issue, while this form of compensation is customary in the municipal securities market, it may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to you, or create an incentive for Piper Sandler to advise you to increase the size of the issue. If the fees expected to be paid by you are in a fixed amount established at the outset of the agreement, the amount is usually based

upon an analysis by you and Piper Sandler of, among other things, the expected duration and complexity of the transaction and the scope of services to be performed by Piper Sandler. This form of compensation presents the appearance of a conflict or a potential conflict of interest because, if the transaction requires more work than originally contemplated, Piper Sandler may suffer a loss. Thus, Piper Sandler may have an incentive to recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. If the fees expected to be paid by you are based on hourly fees of Piper Sandler's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate, this form of compensation presents the appearance of a conflict or a potential conflict of interest if the District and Piper Sandler do not agree on a reasonable maximum amount at the outset of the engagement, because Piper Sandler does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, any contingent-based compensation based upon the successful delivery of the issue, while customary in the municipal securities market, may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to you. We believe that each of these potential conflicts of interest are mitigated by our duty of care and fiduciary duty to you and by the general mitigations related to our duties to you, as described above.

Transactions in District's Securities. As a municipal advisor, Piper Sandler cannot act as an underwriter in connection with the same issue of bonds for which Piper Sandler is acting as a municipal advisor. From time to time, Piper Sandler or its affiliates may submit orders for and acquire your securities issued in an issue under an agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Sandler's regulatory duties to you, Piper Sandler's activities are engaged in on customary terms through units of Piper Sandler that operate independently from Piper Sandler's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Sandler to you.

Disclosures of Information Regarding Legal Events and Disciplinary History. The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. We do not believe there are legal or disciplinary events that are material to your evaluation of Piper Sandler or the integrity of Piper Sandler's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC. Piper Sandler's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR

system at <http://www.sec.gov/edgar/searchedgar/companysearch.html>. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Sandler on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Sandler on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Piper Sandler's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Sandler's CRD number is 665.

Related Disclosures Bond Election Campaigns and Charitable Giving. While we do not believe that the following scenarios create a conflict of interest on the part of Piper Sandler, we note that Piper Sandler in the past may have made a contribution to a bond referendum campaign or provided in-kind election-related assistance to a bond referendum campaign and the campaign resulted in voter authorization for an issue or to an issue being refunded by an issue. We also note that Piper Sandler from time to time may have made contributions to a charitable organization at the request of personnel of the District or an associated person who serves as, or who has a family member who serves as, an officer, employee or official of the District. The District may wish to consider any impact such circumstances may have on how it conducts its activities with Piper Sandler.

Piper Sandler & Co.



By: Timothy P. Carty
Title: Managing Director
Date: June 27, 2022

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Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

4. 22/23-2013 - MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN MONROVIA UNIFIED SCHOOL DISTRICT AND SANTA ANITA FAMILY YMCA

RECOMMENDATION

The Board of education is requested to ratify a Memorandum of Understanding (MOU) between Santa Anita Family YMCA and Monrovia Unified School District for use of the Monrovia High School swimming pool for the period of July 18, 2022, through August 10, 2022.

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

Rationale:

The Santa Anita Family YMCA has one pool at Recreation Park and currently has long waiting lists for summer swim lessons. The District had an opportunity to partner with Santa Anita Family YMCA for them to utilize the Monrovia High School swimming pool as a satellite pool to expand opportunities for summer swim lessons for the community.

Background:

The YMCA of Los Angeles has been making a positive impact in our communities for over 130 years. They have 26 branches that stretch across over 100 miles of Los Angeles County, from Antelope Valley to San Pedro. YMCA is made up of people from all backgrounds working together to strengthen their community and is committed to providing programs and services that are inclusive and welcoming to all. As the largest provider of swim lessons in Los Angeles, the YMCA has swim lessons for every age and ability level.

Budget Implication (\$ Amount):

Legal References:

Education Code 17604 which requires that all contracts be approved by the Governing Board.

Additional Information:

A copy of the MOU is attached.

ATTACHMENTS

- [BA Item 2013\(b\) MOU with Santa Anita Family YMCA 7-27-22.pdf](#)

USE OF FACILITIES AGREEMENT
Between
THE MONROVIA UNIFIED SCHOOL DISTRICT
And
SANTA ANITA FAMILY YMCA

This Agreement is made on the 5th day of July, 2022, between the Monrovia Unified School District of Los Angeles County (hereinafter referred to as "District"), and the Santa Anita Family YMCA, (hereinafter referred to as "YMCA"), a California Non-Profit Organization for the period of July 1, 2022 - June 30, 2023.

The purpose of this Agreement is for the "YMCA" to use the pool at Monrovia High School (District-owned facilities) to conduct a community summer swim program.

ARTICLE 1: PROGRAM

The Santa Anita Family YMCA's Swim Lesson Program prioritizes drowning prevention and improves the health outcomes by cultivating physical, cognitive, and social-emotional wellbeing through swimming. The program fosters connection among and with people of all dimensions of diversity and increases their sense of access, inclusion, and engagement. Along with the Monrovia Unified School District, the YMCA would expand our community efforts to enable children of all ages to have the opportunity to be safe in and around the water. The YMCA's

Swim Lesson Curriculum

The YMCA Swim Lesson curriculum is a skill-based approach designed to meet the needs of all local communities through extensive research, consisting of surveys, interviews, expert panels, and focus groups.

- It welcomes students of varying and diverse abilities, ensuring everyone feels like they
- belong.
- It fosters a sense of achievement from the start.
- It emphasizes group activities that encourage relationship building.
- It is grounded in a skill continuum that allows students to flow easily from one skill to the next, with clearly defined stages of progress along the way.

Program Overview

Dates: July 18-August 10, 2022 – 4 Week Session

Days: Mondays & Wednesdays

Pool Usage Time: 11:45 AM-2:30 PM

Instruction Time: 12:00 PM-2:15 PM

Staffing Structure

On-Site Supervisor: Alicia Hagen, Aquatics Coordinator

Lifeguard: Daniel Heyer

Lifeguard/Instructor (SUB): Aliza Montenegro

Instructors: Sebastian Moggio & Emma Robinson

YMCA Management: Gabriel Gonzalez, Associate Executive Director

Program Registration

Registration for the Monrovia High School’s YMCA Swim Lesson Program will be handled by the Santa Anita Family YMCA’s registration portal.

Breakeven Cancellation Notice: Our swim lesson program has a minimum of 20 enrollments in order to execute the program. If enrollments are under the minimum, the swim lesson program at Monrovia High School will be cancelled.

ARTICLE 2: FACILITY

The District will allow the YMCA access to the POOL at MHS on the following dates:

July 18-August 10, 2022 – 4 Week Session

Days: Mondays & Wednesdays

Pool Usage Time: 11:45 AM-2:30 PM

Instruction Time: 12:00 PM-2:15 PM

ARTICLE 3: TERM

The term of this Agreement is from July 1, 2022 to June 30, 2023.

ARTICLE 4: COST

The rental fees for the use of our facilities have been waived as this MOU is intended to facilitate community use of the pool.

ARTICLE 5: CUSTODIAL SERVICES AND MAINTENANCE

It is the top priority for the District and the YMCA to provide a safe and clean learning environment to all students and adults on the campus. The YMCA is responsible for ensuring that equipment is put away. The District is responsible for maintenance of the pool, sanitizing common areas and frequently used fixtures including bathrooms and door handles. If there is any change for each party's custodian responsibility, the District and YMCA will promptly communicate with each other and reach the agreements.

ARTICLE 6: TERMINATION

This Agreement may be terminated as follows unless otherwise specified herein:

- a. Mutual: District and the YMCA may terminate this Agreement at any time with a written agreement.
- b. District's Sole Discretion: District in its sole discretion may terminate this Agreement for any reason with a thirty (30) day written notice.
- c. Breach: Either Party may terminate this Agreement in the event of a material breach by the other Party. To be effective, the Party seeking termination must give to the other Party a written notice of the breach and its intent to terminate. If the breaching Party does not entirely cure the breach within ten (10) days of the date of the notice, then the non-breaching Party may terminate this Agreement at any time thereafter by giving a written notice of termination.
- d. Licensing: Notwithstanding any other provision herein, the District may terminate this Agreement immediately by written notice to the YMCA upon denial, suspension, revocation, or non-renewal of any license, permit, insurance, or certificate that the YMCA must hold to lawfully operate the Program.

ARTICLE 7: INDEMNITY AND HOLD HARMLESS

A. To the fullest extent allowed by law, the YMCA shall defend, indemnify and hold the District, its officials, trustees, officers, agents, employees, independent contractors, students, volunteers, and representatives ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) the YMCA's failure

to fully comply with or breach of any of the terms and conditions of this Contract, or 2) any acts, omissions, negligence or willful misconduct of the YMCA, and its officials, officers, employees, and agents arising out of or in connection with the performance of Services or otherwise arising from this Agreement (“Indemnification”). The YMCA’s Indemnification includes, but is not limited to, the payment of all damages and attorney’s fees, fines, penalties and other related costs and expenses. The only limitations on this provision shall be those imposed by Civil Code §2782, as may be applicable, or other applicable provisions of law.

B. The YMCA’s defense obligations (with counsel approved by the District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at the YMCA’s own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.

C. The YMCA shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees, in any such suit, action or other legal proceeding. The YMCA shall reimburse Indemnitees, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Acceptance by the District of the services performed under this Agreement does not operate to release the YMCA from responsibility for the work performed.

D. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve the YMCA from liability under this indemnification and hold harmless clause. These requirements of Indemnification and Hold Harmless shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

ARTICLE 8: INSURANCE

The YMCA shall, at its sole cost and expense, procure and maintain, during the term of this Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the operation of the Program, the YMCA’s agents, representatives, officers, employees. The YMCA agrees to maintain insurance coverage as follows:

a. Commercial General Liability Insurance: Coverage must be equivalent in scope or at least as broad as on an “occurrence” basis, and must include coverage for property damage, bodily injury, personal and advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor’s liability with limits no less than

\$1,000,000 per occurrence. If a general aggregate limit applies, it shall be twice the required occurrence limit. District must be named as additional insured.

b. Sexual Abuse and Molestation Insurance: In any Scope of Work where direct or incidental contact with students in or out of the classroom setting is likely to take place, the YMCA must provide Coverage for sexual abuse and molestation which covers bodily injury, emotional distress or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse, with limits no less than \$3,000,000 per wrongful act and \$5,000,000 aggregate. This coverage may be provided as an endorsement to the Commercial General Liability policy or under a separate policy and must be written on an “occurrence” and not on a claims made or claims made and reported basis. Coverage for such claims must not be subject to any exclusion, restriction, or sub-limit. District must be named as additional insureds with respect to sexual abuse and molestation claims. The coverage must contain a severability of interests/cross liability clause or language stating that the YMCA’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

c. Commercial Automobile Liability Insurance: Coverage must be equivalent in scope that includes all vehicles that are owned, non-owned, and hired and personal injury protection, with limit no less than \$1,000,000 per accident for bodily injury and property damage.

d. Workers' Compensation Insurance: This coverage is required unless Consultant provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. The YMCA must also maintain Employer’s Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

e. Other Insurance Requirements:

(i) Additional Insured Endorsement. Also required is an Additional Insured Endorsement naming the District as an additional insured.

(ii) Notice of Cancellation. For all insurance required by this Agreement, the YMCA shall provide the District with no less than 30 days prior written notice of cancellation of nonrenewal, or reduction in coverage.

(iii) Waiver of Subrogation. The YMCA hereby grants to the District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said the YMCA may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such

insurance. The YMCA shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.

(iv) Verification of Coverage. The YMCA shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this Agreement. The endorsements are to be signed by the person authorized by that Insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the YMCA's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Failure to maintain insurance and furnish the required certificates may be considered a breach of this Contract by the YMCA, and the District may terminate this Contract without waiver of any remedy it may have.

ARTICLE 9: OPERATION AND SUPERVISION OF PROGRAM

The YMCA will hire and supervise its own staff and program operations, and will not create additional work for site managers. District administrators may intervene in on-site operations to protect the safety of any person, to protect property or to avoid conflict between persons or programs. Program personnel will follow orders of the District administrators in these matters.

ARTICLE 10: STUDENT, STAFF AND FACILITY SAFETY

A. Confidentiality. Under the terms of this Agreement, the YMCA may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publicly available, which is covered by federal or state privacy laws, rules, and regulations, including but not limited to the Family Educational Rights and Privacy Act of 1974 (FERPA) 20 U.S. § 1232g; the Protection of Pupil Rights Amendment (PPRA) 20 U.S.C. 1232 h, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) 42 U.S.C. §300gg and 29 U.S.C §1181 et seq. and 42 USC 1320d et seq., AB 1584, found at California Education Code §49073.1, the Children's Online Privacy Protection Act of 1998 (COPPA) 15 U.S. Code §§6501 et seq., the Student Online Personal Information Privacy Act (SOPIPA) Cal. Bus. & Prof. Code §22586 et seq., the Early Learning Personal Information Protection Act (ELPIPA) Cal. Bus. & Prof. Code §22586 et seq., or which is

otherwise considered confidential and protected from disclosure by the policies and procedures of District (“Confidential Information”). The YMCA understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District’s policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District.

IF THE YMCA BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, THE YMCA SHALL IMMEDIATELY NOTIFY THE DISTRICT.

B. Mandatory Reporter Requirements: The YMCA acknowledges and understands that, pursuant to California Penal Code Section 11165.7, employees and agents of the YMCA and any sublicensee whose duties under the Scope of Work include contact and supervision of children are mandatory reporters of known or suspected instances of child abuse or neglect. The YMCA will ensure that employees or agents and any sublicensee who are mandatory reporters will take the Child Abuse Mandated Reporter Educators Training Module within six (6) weeks of hire and annually thereafter within the first six (6) weeks of each school year. The YMCA agrees to make this training available to each mandatory reporter. The YMCA will ensure that each employee or its agent who is a mandatory reporter will execute an Employee Acknowledgement Form and a Suspected Child Abuse Reporting Acknowledgement Form. The YMCA will provide copies of each of these signed forms for each employee or agent who is a mandatory reporter to the District within six (6) weeks of the date of hire of the mandatory reporter and on an annual basis.

C. Live Scan Criminal Background Check Requirements: The YMCA, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code (EC) section 45125.1 and 45125.2 or District policy, will conduct all required criminal background checks. If required by EC section 45125.1, the YMCA must provide for the completion of a Fingerprint Certification form, in the District’s required format, prior to any of its employees, who are anticipated to come into contact with the District’s students. The YMCA further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code section 45125 et seq., and the YMCA will comply with any such requirements. The YMCA further acknowledges and agrees that no Licensee or sublicensee employees, agents or representatives shall come into contact with students if they have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)

D. COVID-19 Pandemic Risk: The World Health Organization has declared Coronavirus/COVID-19 a pandemic, and the Governor of California has declared that a State of Emergency exists in California related thereto. Coronavirus/COVID-19 is extremely contagious. Federal, state and local governments, and health agencies have issued various directives and guidelines regarding social distancing and gathering.

The District has instructed the YMCA to implement safety measures designed to mitigate the spread of Coronavirus/COVID-19, the District cannot guarantee that students or other attendees of the YMCA's program will not be exposed to or become infected with COVID-19 while at Mayflower Elementary School campus. Organizing, Attending or participating in such a program could increase the risk of contracting COVID-19.

The YMCA understands and acknowledges the contagious nature of Coronavirus/COVID-19 and the increased risk of infection related thereto in connection with programs. Specifically, the YMCA understands and acknowledges that its staff and students may be exposed to or infected by COVID-19 as a result of staff supervising and student attending or participating in its program, which may result in personal injury including serious illness, permanent disability, and death. The YMCA understands that exposure to or infection by COVID-19 may result from the actions or omissions, including the negligence, of itself and of others, including but not limited to: (1) other participants, attendees, or their families; (2) members of the public; and (3) employees, volunteers, agents, representatives, officers, administrators, or other individuals acting on behalf of the District. The YMCA hereby voluntarily and knowingly agrees to assume all of the foregoing risks and all other risks arising out of or related to and voluntarily and knowingly accept sole responsibility for any injury to the program members (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claims, liability, or expense, of any kind, that we may experience or incur in connection with student's attendance or participation in program.

ARTICLE 11: DISPUTE RESOLUTION

- a. Negotiation. Any dispute that the YMCA may have regarding the performance of this Agreement, including, but not limited to, claims for additional compensation, shall be submitted to the District within thirty (30) days of its occurrence. The District and the YMCA shall attempt to negotiate a resolution of such dispute and process an amendment to this Agreement to implement the terms of such resolution.
- b. Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be resolved through direct discussions, the Parties agree to first endeavor to resolve the dispute in an amicable manner by non-binding mediation under the applicable rules of the Judicial Arbitration and Mediation

Service (JAMS), or other similar organization mutually selected by the Parties. If any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, remains after mediation, the matter shall be determined in a court of law of proper jurisdiction in the District's place of venue.

- c. Claims Statute Requirement. This provision does not relieve the YMCA of its obligation to timely comply with all applicable provisions of the Government Claims Act before initiating any legal proceeding against the District.
- d. Controlling Law. The Parties agree that California law will govern any dispute related to this Agreement. The venue is exclusively in the County of Los Angeles
- e. Attorney's Fee and Costs. In the event of any breach, failure to perform or dispute arising directly or indirectly out of this Agreement, including the performance of the terms and conditions recited, the prevailing party at arbitration shall be entitled to recover all reasonable legal fees, costs, experts' fees or other expenses incurred.

ARTICLE 13: NOTICE

Any notice, demand, request, consent, approval or communication that either party is required to give to the other party or any other person shall be in writing and either served personally, or sent by electronic mail to the other party at their present business address and in the event that it is to the District, it shall be sent to Monrovia Unified School District, 325 E. Huntington Drive, Monrovia, CA. 91016, and to the Santa Anita YMCA of the Foothills, 501 S. Mountain Avenue, Monrovia, CA 91016.

Either party may change their address by notifying the other party of the change of address. Notice shall be deemed communicated within thirty-six (36) hours from the time of mailing, if mailed as provided in this article or electronically within thirty-six (36) hours.

ARTICLE 14: COMMUNICATIONS

The District and the YMCA will each designate a person or persons for regular communications, meetings and for resolution of any problems which might arise due to this Program.

ARTICLE 15: LIABILITY RELEASE

TO THE FULLEST EXTENT PERMITTED BY LAW, AND AS A MATERIAL PART OF THE CONSIDERATION PROVIDED UNDER THIS AGREEMENT, THE YMCA DOES HEREBY FULLY, FINALLY AND COMPLETELY RELEASE, ACQUIT, REMISE, AND FOREVER DISCHARGE THE DISTRICT AND ITS OFFICIALS, TRUSTEES, OFFICERS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, STUDENTS, VOLUNTEERS, AND REPRESENTATIVES OF AND FROM RESPONSIBILITY FOR, WAIVES THE YMCA'S ENTIRE CLAIM OF RECOVERY FOR, AND ASSUMES ALL RISK OF ANY AND ALL CLAIMS, EXPENSES, AND DEMANDS FOR COMPENSATION, OF EVERY KIND AND NATURE WHATSOEVER, RELATING TO, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO (A) LIABILITY ARISING FROM THE YMCA'S ACCESS TO DISTRICT FACILITIES, (B) DAMAGE TO PROPERTY OR INJURY TO PERSONS (INCLUDING DEATH) IN OR ON THE PROPERTY FROM ANY CAUSE WHATSOEVER; AND (C) BUSINESS INTERRUPTION OR OTHER CONSEQUENTIAL DAMAGES. THIS RELEASE AND DISCHARGE IS INTENDED TO APPLY EVEN THOUGH THE LIABILITY MAY ARISE OUT OF THE NEGLIGENCE OR CARELESSNESS ON THE PART OF THE DISTRICT OR ITS OFFICIALS, TRUSTEES, OFFICERS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, STUDENTS, VOLUNTEERS, AND REPRESENTATIVES.

Authority. The undersigned warrant that they are duly authorized representatives of the parties and have been empowered to Execute this Contract on behalf of the Party indicated.

I HAVE READ THIS CONTRACT, INCLUDING ALL EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.

YMCA

MONROVIA UNIFIED SCHOOL DISTRICT

Signature:  _____

Signature: _____

Name: Mark Dengler, COO

Name: Ryan Smith, Ed.D, Superintendent

Date: 7/13/2022

Date: _____

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

5. 22/23-2014 - AGREEMENT WITH TRUE NORTH RESEARCH

RECOMMENDATION

The Board of Education is requested to ratify an agreement with True North Research for polling services.

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

Rationale:

On June 24, 2022, the Board directed District staff to pursue the feasibility of placing a facilities bond on the November 2022 Ballot. The District engaged with True North Research, Inc. (True North) to provide voter opinion research and bond measure planning services to the Monrovia Unified School District (District). True North will design, conduct and analyze the survey as well as present the results of the survey to the Board. The scope of services includes: Developing a stratified and clustered random sample of voters who—based on their voting history and registration status—are likely to participate in the election of interest (November 2022) on the natural or through targeted outreach efforts; develop a draft questionnaire for the District's review; pre-test the survey; professionally translate the survey; web program the finalized survey instrument to allow respondents to participate online at a secure, password-protected survey site; recruit voters to participate in the survey using a combination of email invitations, text invitations, and telephone calls, collect at least 400 quality interviews according to the sampling plan and a strict interviewing protocol. The results of the survey will assist the District in determining the viability of placing a measure on the November 2022 ballot.

Background:

True North Research, Inc. (True North) provides voter opinion research and bond measure planning services to school districts. True North's President, Timothy McLarney, Ph.D., will serve as the Project Manager for the proposed survey. Dr. McLarney has more than 25 years of experience in survey methodology, statistics, public opinion analysis, and providing data-driven strategic advice to public agencies. During his career, he has occupied a lead role in over 1,200 research studies, more than 400 of which had research objectives similar to those of the Monrovia Unified School District. Dr. McLarney is a nationally recognized expert in survey research methodology, sampling theory, weighting, and the use of statistical methods to generalize survey results.

Budget Implication (\$ Amount):

Total cost for this agreement will be \$27,500 to be paid out of the General Fund.

Legal References:

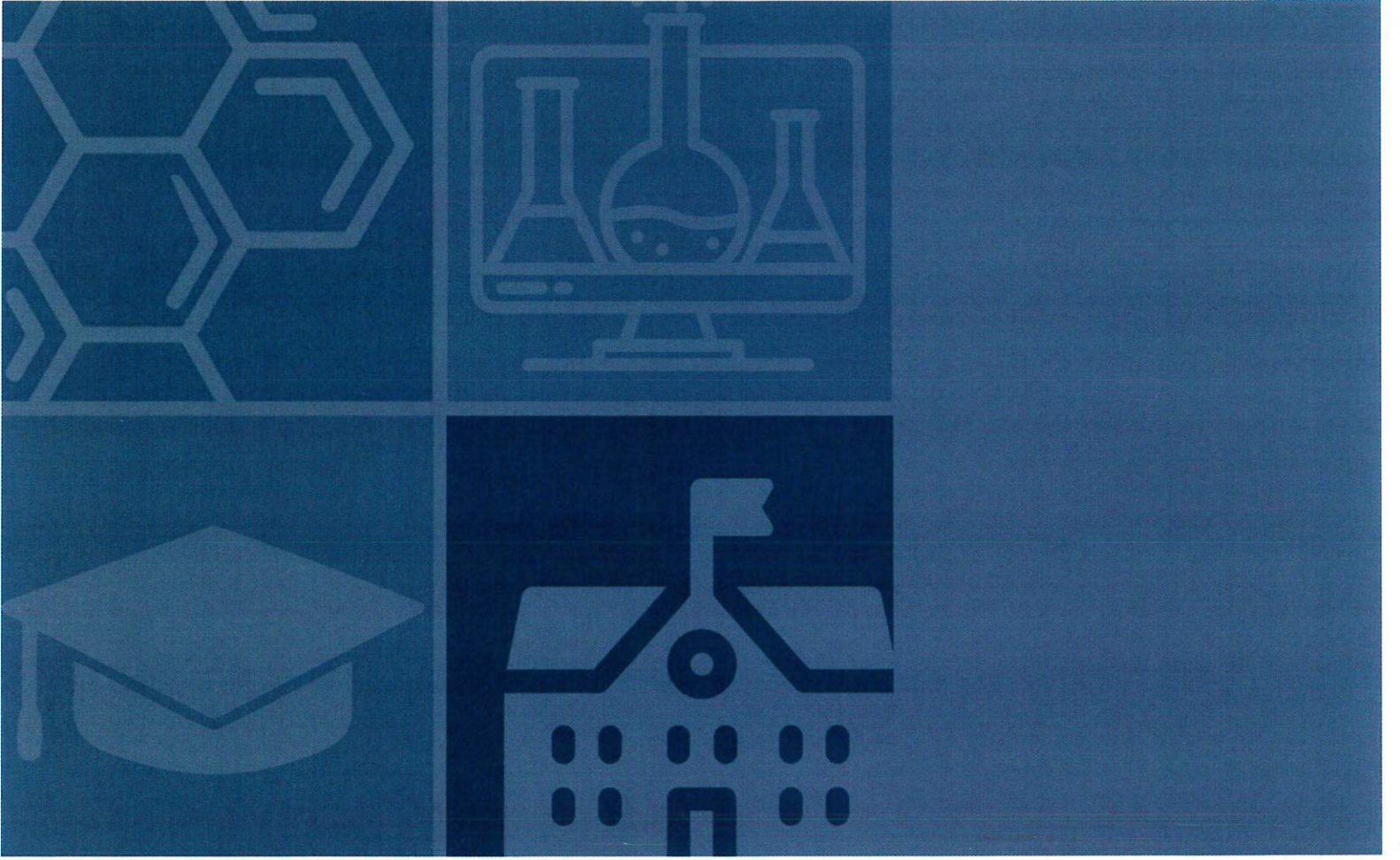
Education Code 17604 which requires that all contracts be approved by the Governing Board.

Additional Information:

A copy of the agreement is attached.

ATTACHMENTS

- [BA Item 2014\(b\) Agreement with True North Research 7-27-22.pdf](#)



VOTER OPINION SURVEY
PROPOSAL & LETTER OF AGREEMENT

PREPARED FOR
MONROVIA USD



JUNE 23, 2022



1592 N COAST HIGHWAY 101
ENCINITAS CA 92024
760.632.9900 WWW.TN-RESEARCH.COM

RESEARCH PROPOSAL

True North Research, Inc. (True North) is pleased to present this proposal to provide voter opinion research and bond measure planning services to the Monrovia Unified School District (District). Our recent conversations regarding the District's interest in a potential November 2022 bond have been quite helpful to our understanding of the District's objectives and needs with respect to the proposed research, and we have crafted this summary description of the proposed work scope and associated costs accordingly. However, if we missed an important detail—or if other issues have arisen that should be factored into the study—please feel free to contact us (760.632.9900) and we'll be happy to revise this estimate.

SCOPE OF WORK Creating revenue measures that are ultimately approved by the necessary percentage of voters is difficult, especially in the State of California. Successful measures require insightful research and sound, strategic advice. The overriding objective of the survey is thus to produce an *unbiased, statistically reliable* evaluation of voters' interest in supporting a local bond measure, as well as identify how best to align the measure with community priorities and position it for voter approval.

The scope of services that we propose to perform for the District includes all tasks associated with designing, conducting and analyzing the survey, as well as presenting the results. Briefly, the scope of services includes:

- Meet with the District to thoroughly discuss the research objectives and methodology for the study, as well as discuss potential challenges, concerns, and issues that may surround the study.
- Develop a stratified and clustered random sample of voters who—based on their voting history and registration status—are likely to participate in the election of interest (November 2022) on the natural or through targeted outreach efforts.
- Develop a draft questionnaire for the District's review and make revisions as needed until all parties approve of the instrument.
- Pre-test the survey instrument to ensure its integrity.
- Professionally translate the survey and invitations into Spanish to allow for data collection in English and Spanish.
- Web program the finalized survey instrument to allow respondents to participate online at a secure, password-protected survey site.
- CATI (Computer Assisted Telephone Interviewing) program the same survey instrument to ensure accurate and reliable data collection for respondents who prefer to participate by telephone.¹
- Recruit voters to participate in the survey using a combination of email invitations, text invitations, and telephone calls.
- Collect at least **400** quality interviews according to the sampling plan and a strict interviewing protocol. A sample of this size will produce results with a statistical margin of error due to sampling of +/- 4.8% at the 95% confidence level. If productivity exceeds our conservative

1. All recruiting and data collection conducted by telephone is performed by live, professional interviewers. We do not use robocalls.

estimate, any additional interviews beyond 400 will be provided to the District at not additional cost. It is expected that the average interview will last between 15 to 17 minutes.

- Process the data, which includes conducting validity checks, cleaning, recoding, coding open-end responses, and adjusting for strategic oversampling (if used) through a statistical procedure known as ‘weighting’.
- Prepare an initial topline report which presents the overall findings of the survey.
- Prepare a thorough report on the findings, including a detailed question-by-question analysis, description of the methodology, and an executive summary of the key findings and conclusions/recommendations. The report will include extensive full-color graphics displaying the findings, as well as insightful narrative discussion of the results and their implications.
- Prepare an electronic copy of the final report to allow the District to reproduce the report as needed.
- Prepare a PowerPoint presentation of the results and present the results to the District.
- Be available to assist and provide advice to the District after the survey is complete.

COSTS True North’s fixed-fee cost estimate to design and conduct the survey as described in this proposal is \$27,500. This cost is inclusive—there will be no additional charges associated with the study. Although we guarantee at least 400 completed interviews, we will very likely exceed that amount. Any additional interviews beyond 400 will be provided to the District at no additional cost.

SURVEY TIME LINE True North will work with the Monrovia Unified School District to establish a project schedule that meets the District’s needs. Because the filing deadline for the November 2022 election is early August, we recommend using the week of June 27th to design and finalize the survey, week of July 4th for translation, programming and testing, fielding July 11th-20th, and presenting the results to the School Board on July 27th.

FIRM OVERVIEW For the past 20 years, True North has specialized in providing school districts and other public agencies with statistically accurate research and insightful strategic advice. To date, our team has designed and conducted over 1,200 survey research studies for public agencies in California, including more than 400 revenue measure feasibility studies that captured the pieces of information needed for estimating the feasibility of a measure and—if feasible—identifying how best to package the measure for success. We have the highest *verifiable* success rate in the industry for bonds and tax measures over the past decade (95%), including 100% success in six of the past seven election cycles including November 2020 and June 2022. In total, the research that True North has conducted has led to over \$34 billion in successful local revenue measures.

PROJECT MANAGER True North’s President (Timothy McLarney, Ph.D.) will serve as the Project Manager for the proposed survey. He will be the District’s day-to-day contact for all matters related to the study and will lead all design, analysis, reporting, and presentation tasks. Approximately 75% of the research tasks will be performed directly by Dr. McLarney.

Dr. McLarney has more than 25 years of experience in survey methodology, statistics, public opinion analysis, and providing data-driven strategic advice to public agencies. During his

career, he has occupied a lead role in over 1,200 research studies, more than 400 of which had research objectives similar to those of the Monrovia Unified School District.

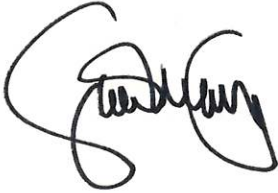
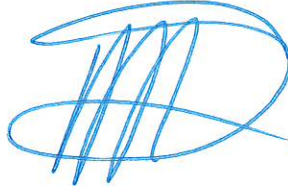
Dr. McLarney is a nationally recognized expert in survey research methodology, sampling theory, weighting, and the use of statistical methods to generalize survey results. His research has been published in academic journals and has earned him honors including the title of Visiting Scholar at the Institute of Governmental Studies at UC Berkeley. He has also served as an independent expert witness in survey research methodology for California legal cases. Dr. McLarney earned his Ph.D. and M.A. in Government from Cornell University with an emphasis in survey methodology, sampling theory and public opinion analysis, as well as a Bachelor's degree in Politics from the University of California, Santa Cruz.

LETTER OF AGREEMENT

This proposal and the standard business terms (see below) will serve as a letter of agreement between True North Research and the Monrovia Unified School District for the services described previously. In fulfillment of this agreement, True North will perform the services described in the *Scope of Work* on page 1. True North will invoice the full amount of the contract (\$27,500) upon delivery of the report, with full payment due within 30 days of receiving the invoice.

Sincerely,

Agreed to and accepted by:

6/23/22

Timothy McLarney, Ph.D.
 President
 True North Research
 1592 N Coast Highway 101
 Encinitas CA 92024

Ryan D. Smith, Ed.D.
 Superintendent
 Monrovia Unified School District
 325 E. Huntington Drive
 Monrovia, CA 91016

BUSINESS TERMS Contracts and agreements between True North Research and its clients include the following general terms and conditions unless otherwise specified in a contract or agreement.

Flat Fees Unless otherwise specified, True North Research charges a flat fee for all or a portion of its services to a client in lieu of hourly charges.

Notices Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be documented in writing.

Confidentiality True North Research acknowledges that during the engagement it will have access to and possibly become acquainted with trade secrets, inventions, innovations, processes, information, records, and specifications owned or licensed by the Client in connection with the operation of its business including, business and product processes, methods, customer lists, accounts, and procedures. True North Research agrees that it will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the client, or without written consent from the client.

Acting as Agent In compliance with California sales tax regulation, True North Research is designated as an Agent for the acquisition of tangible personal property and services as they apply to its clients' marketing activities.

<i>Merger</i>	The merger or consolidation of the client into or with any other entity shall not terminate or otherwise modify this Agreement.
<i>Ownership of Materials</i>	In producing finished products, it is expressly understood that ownership of all materials purchased by True North Research to complete the materials to be produced passes to its clients at the time of purchase and prior to any use by True North Research.
<i>Independent Contractor</i>	This Agreement shall not render True North Research an employee, partner, agent of, or joint venturer for the client for federal, state or local tax purposes, or for any other purpose.
<i>Amendment Provision</i>	This contract contains the entire agreement between the parties, and is subject to and will be construed under the laws of the State of California, and may be amended only in writing signed by both parties.
<i>Successors</i>	Any agreement between the agency and a client shall be binding upon, the heirs, successors and assignors of the parties.
<i>Termination</i>	The contract may be terminated by mutual consent of both parties, or by 10 days notice by either party. If the agreement is terminated, True North Research will bill the client for all work completed to date (including subcontractors' work).
<i>Attorneys' Fees</i>	Should any action be brought by one party against the other party to enforce any agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses.
<i>Governing Law</i>	Any agreement between True North and a client shall be governed by California law and any action arising out of it shall be instituted and prosecuted in the Municipal or Superior Court of the County of San Diego.

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

6. 22/23-2015 - AGREEMENT FOR CONSULTING SERVICES WITH K12LOGIC LLC

RECOMMENDATION

The Board of Education is requested to ratify a consulting services agreement with K12Logic LLC for technology support services.

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

Rationale:

The District currently has a need for interim high-level technology support. The technology department has several vacancies that the District is in the process of filling including the Chief Technology Officer (CTO) and Systems Analyst position. These positions require a high level of technical expertise. K12Logic will provide support to the District should the need arise. The Systems Analyst works to support not only the District network (main servers) but District mapping of computer drives. There has been some cross-training amongst the technology staff, however higher-level tasks of the Systems Analyst were absorbed by the CTO.

Background:

Gregory Lindner is the president of K12Logic LLC. Greg has extensive technology experience in the K12 industry having worked 33 years in both K12 and county office agencies. K12Logic provides technology coaching, mentoring, and support for business development. Greg has served on many committees over the span of his career. He is a past CITE President, Treasurer, and Secretary, having served on the CITE board for 19 years and has been a member for over 30 years. Greg has also served on the California County Educational Services Association (CCSESA) Technology Steering Committee (TSC). Greg has also served on 19 FCMAT (Fiscal Crisis Management Assistance Team) Technology Studies as an IT Consultant over the course of his career.

Budget Implication (\$ Amount):

Total costs for this agreement will not exceed \$10,000 to be paid out of the 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 2015\(b\) Agreement for Consulting Services with K12Logic LLC 7-27-22.pdf](#)

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is dated this 1st day of July, 2022.

CLIENT

Monrovia Unified School District

(the "Client")

CONSULTANT

K12Logic LLC

P.O. Box 891

Rancho Mirage, CA92270

(the "Consultant")

BACKGROUND

- A.** The Client is of the opinion that the Consultant has the necessary qualifications, experience, and abilities to provide consulting services to the Client.
- B.** The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

- 1) The Client hereby agrees to engage the Consultant to provide the Client with consulting services (the "Services") that deliver the following:
 - a) Provide IT mentoring and coaching to Client leadership: Assistant Superintendent, Business Services and/or IT Director or Chief Technology Officer (CTO).
- 2) The primary named consultant for K12Logic is Gregory W. Lindner.

TERM OF AGREEMENT

- 3) The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until **June 30, 2023**, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
- 4) In the event that either Party wishes to terminate this Agreement prior to **June 30, 2023**, that Party will be required to provide 30 days' written notice to the other Party.

PERFORMANCE

- 5) The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

- 6) Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

- 7) Rates:
 - a) The primary named consultant will be Gregory W. Lindner.
 - b) The cost of the service will be \$250 per hour for up to 40 hours with a total cost not to exceed \$10,000.
 - c) **The cost of the agreement is based upon providing mentoring services via any of the following; in person meetings as necessary (see 7d), zoom meetings, phone calls, email correspondence, and document review.**
 - d) All meetings are assumed to be virtual and included in the cost noted in 8c. Any in-person meetings will be billed at half the hourly rate for all travel time from Rancho Mirage, California, to meeting location and back, plus associated actual costs (mileage or airfare, lodging, etc.), and the time associated with the actual meeting.
 - e) Any change in scope after the agreement is signed, may be subject to additional costs.

CONFIDENTIALITY

- 8) Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
- 9) The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. This obligation includes drafts and the Final Report of Findings. The obligations of confidentiality will apply during the Term and will end three years (3) after the termination of this Agreement except with the written consent of the Client; except in the case of any Confidential Information which is a trade secret in which case those obligations will last indefinitely. This does not preclude the Client from releasing the final report.
- 10) All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

OWNERSHIP OF INTELLECTUAL PROPERTY

- 11) All intellectual property and related material, including any trade secrets, moral rights, goodwill,

relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design, and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

- 12) The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Consultant will be responsible for any and all damages resulting from the unauthorized use by the Consultant of the Intellectual Property.

RETURN OF PROPERTY

- 13) Upon the expiration or termination of this Agreement, the Consultant will return to the Client, or destroy, any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

- 14) In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state, and federal taxes related to payments made to the Consultant under this Agreement.

RIGHT OF SUBSTITUTION

- 15) Except as otherwise provided in this Agreement, the Consultant may, at the Consultant's absolute discretion, engage a third-party sub-contractor to perform some or all of the obligations of the Consultant under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.
- 16) In the event that the Consultant hires a sub-contractor:
- a) the Consultant will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Consultant.
 - b) for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Consultant.

AUTONOMY

- 17) Except as otherwise provided in this Agreement, the Consultant will have full control over working time, location, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction of the Client. However, the Consultant will be responsive to the reasonable needs and concerns of the Client.

- 18) It is noted that the Client contracts with CalPERS for retirement benefits. As such, the Client is hereby informed that the primary named consultant is receiving retirement benefits from CalPERS. As such, it is imperative that all work follow all appropriate retirement laws and regulations. i
- 19) The Parties acknowledge and agree that the work to be performed is not the same or similar to work the primary named consultant performed on a routine basis as an active employee and that the work to be performed is not being done by an active employee of the Client.
- 20) The parties acknowledge and agree that there is no employer employee relationship that exists between the Client and Consultant.

EQUIPMENT

- 21) Except as otherwise provided in this Agreement, the Consultant will provide at the Consultant's own expense, any and all equipment, software, materials, and any other supplies necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

- 22) The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

- 23) All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

A. Monrovia Unified School District

Business Services
325 E. HUNTINGTON DRIVE
MONROVIA, CA 91016

B. K12Logic LLC

PO BOX 891
RANCHO MIRAGE, CA 92270

or via email to

- a. dsmith@monroviaschools.net
- b. greg@k12logic.com

or to such other address as either Party may from time to time notify the other and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two business days after being deposited with the postal service if served by registered mail or via

email, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

- 24) Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

- 25) Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

- 26) Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

- 27) The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

- 28) It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

- 29) This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

- 30) Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

- 31) Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

32) This Agreement will be governed by and construed in accordance with the laws of the State of California.

SEVERABILITY

33) In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

34) The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 27th day of July, 2022.

Monrovia Unified School District

Ryan D. Smith
Superintendent
rsmith@monroviaschools.net

K12Logic LLC

Gregory W. Lindner
Title: CEO
greg@k12logic.com

ⁱ A CalPERS retiree “can be lawfully employed by a CalPERS employer as an “independent contractor,” as a “consultant,” or as an “employee of a third-party employer,” including your own business entity, if there is no common law employer employee relationship between you and the CalPERS employer. <https://www.calpers.ca.gov/docs/forms-publications/employment-after-retirement.pdf>

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

7. 22/23-2016 - ARCHITECTURAL SERVICES AGREEMENT WITH WESTGROUP DESIGNS, INC. FOR WILD ROSE AND PLYMOUTH PLAYGROUND MODERNIZATION

RECOMMENDATION

The Board of Education is requested to approve an agreement with Westgroup Designs, Inc. to perform design, construction project management, supplier coordination, quality control and implementation of new playground structures, shade components, and playground surface flooring at Wild Rose and Plymouth Elementary Schools.

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

Rationale:

The current condition of playground structures at Plymouth and Wild Rose are in disrepair and non-functional for student use. Safety audits performed in April 2021 by a certified playground safety inspector cited multiple safety issues and concerns regarding the current playgrounds, the non-inclusion of shade structure components and various physical damage and worn areas within the site's playground surface flooring. The current playgrounds are past the point of moderate repair and preventive maintenance efforts. The approval of new playground structures, shade components and playground surface flooring will ensure our students have modern, safe, clean and functional playgrounds to accommodate and support their physical, emotional and mental well-being that aligns with greater student academic performance.

Background:

Westgroup Designs, Inc. is a successful and highly experienced architectural firm servicing public education districts within the Southern California region. They have many years of experience in completing projects of all types, scopes and budgetary amounts with successful outcomes. The firm was selected from a list of highly vetted architectural firms.

Budget Implication (\$ Amount):

Playground modernization for aforementioned sites has been earmarked by the use of the Capital Facilities fund for site improvements. Architectural Firm combined fees for Plymouth and Wild Rose are approximately \$71,768.25. Total projected costs to include equipment, material and installation labor and fees for playground structure. Shade components and surface flooring is estimated at \$498,470.

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 2016\(b\) Architectural Services Agreement with Westgroup Designs, Inc. 7-27-22.pdf](#)

ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this 27th day of July in the year 2022 by and between the MONROVIA UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT" and WESTGROUP DESIGNS, INC. hereinafter referred to as "ARCHITECT." This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES." This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain architectural services for the Wild Rose Elementary School Playground Modernization, herein after referred to as the "Wild Rose Playground Modernization Project" and

WHEREAS, ARCHITECT understands that state funding for this PROJECT is a condition precedent to the effectiveness of this AGREEMENT. If state funding is not received for the PROJECT, this AGREEMENT may be voided by the DISTRICT except to the extent services have been rendered pursuant to the approval of the DISTRICT's Board; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California;

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I - ARCHITECT'S SERVICES AND RESPONSIBILITIES

1. The ARCHITECT's services shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants, as enumerated in Articles II and III of this AGREEMENT.

2. The ARCHITECT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that it will follow the standards of its profession in performing all services under this AGREEMENT. The ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the PARTIES and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

3. The schematic design, design development and construction document services covered by this AGREEMENT shall be completed and submitted to the DISTRICT on or before a date to be agreed upon by the approved project schedule in writing by the DISTRICT. The construction document services covered by this AGREEMENT shall be completed and submitted to the Division of the State Architect ("**DSA**") for review and approval on or before a date to be agreed upon by the approved project schedule in writing by the DISTRICT.

4. The ARCHITECT has been selected based on ARCHITECT's knowledge of California public schools and ARCHITECT's knowledge of the educational system for funding and construction and is thoroughly familiar with the requirements of the OPSC for state funding, DSA for approvals of plans and specifications, and of the CDE for site approvals and educational requirements that are applicable to a public-school project.

5. The ARCHITECT shall coordinate its services with the Contractor, Project Inspector, its consultants and other parties to ensure that all requirements under DSA's Inspection Card (Form 152) and any subsequent revisions, supplements or updates thereto issued or required by DSA, or any other/alternate processes are being met in compliance with DSA requirements and in compliance with the PROJECT schedule. The ARCHITECT and its consultants shall take all actions necessary as to not delay progress in meeting any DSA requirements. The ARCHITECT shall meet all requirements set forth in DSA's Construction Oversight Process Procedure (PR 13-01) and any subsequent revisions, supplements or updates thereto issued or required by DSA. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

ARTICLE II - SCOPE OF ARCHITECT'S SERVICES

1. The ARCHITECT shall provide to the DISTRICT, on the terms herein set forth, all of the architectural, design and/or engineering services necessary to complete the PROJECT. The ARCHITECT's services shall include those described in this AGREEMENT, and include all structural, civil, mechanical and electrical engineering and landscape architecture services and any other services necessary to produce a reasonably complete and accurate set of "Construction Documents" defined as including, but not limited to, the following: The contract between the DISTRICT and the "Contractor" awarded the PROJECT (the "Contract"), general and supplementary conditions of the Contract between the DISTRICT and Contractor, drawings, specifications, Addenda, Revisions and other documents listed in the Contract, and modifications issued after execution of the Contract between the DISTRICT and Contractor.

2. The ARCHITECT shall obtain required approvals from applicable governmental agencies (for both on and off-site approvals) and any other applicable entities including, but not limited to, those responsible for electrical, gas, water, sanitary or storm sewer, telephone, cable/TV, antenna-based services (e.g., Dish Network), internet providers, public utilities, the fire department, as well as the County Health Department, California Department of Education ("CDE"), the Office of Public School Construction ("OPSC"), State Water Resources Control Board (SWRCB), and DSA. If necessary, the ARCHITECT shall secure preliminary agency approvals and notify the DISTRICT in writing as to the actions and lead the DISTRICT with coordination and action response to secure formal approvals.

3. The ARCHITECT shall be responsible for determining the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on or off the PROJECT site and which are required for the PROJECT.

4. The ARCHITECT shall provide a PROJECT description which includes the DISTRICT's needs, Program, and the requirements of the PROJECT prior to preparing preliminary designs for the PROJECT.

5. The ARCHITECT shall assist the DISTRICT in determining the phasing of the

PROJECT that will most efficiently and timely complete the PROJECT. This includes phasing the PROJECT's construction and the inspection approval process so Incremental Approvals as required under DSA's Construction Oversight Process Procedure can be obtained during the completion of the PROJECT.

6. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT's PROJECT, project schedule, and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of educational specification requirements under Education Code section 17251 and under Title 5 California Code of Regulations, Section 14000, et seq.

7. The ARCHITECT shall provide practical, relevant and applicable planning surveys, site evaluations and comparative studies of similar prospective sites, buildings or locations.

8. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its consultants, the DISTRICT's representative(s), and other consultants of the DISTRICT during PROJECT development.

9. The ARCHITECT shall make revisions in Drawings, Specifications, the Project Manual, and other related documents when such revisions are necessary due to the ARCHITECT's failure to comply with approvals or instructions previously given by the DISTRICT, including revisions made necessary by adjustments in the DISTRICT's Program or Budget as defined in Article IV.

10. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction. The ARCHITECT shall be prepared to prioritize and prepare a priority list to address critical Program and PROJECT needs as opposed to optional items that may be dropped if there is inadequate Budget for the PROJECT. In the case where there are Budget constraints, the ARCHITECT, shall prepare a priority list of critical programmatic needs and items that may be of lesser priority and review the Program with the DISTRICT.

11. The ARCHITECT shall provide services in connection with the work of a Construction Manager, Playground equipment vendor/installer and playground surfacing contractor retained by the ARCHITECT and/or DISTRICT. The ARCHITECT shall provide detailed estimates of the PROJECT's Construction Costs and as further described in Articles V and VI along with inventory of material, equipment, and labor consistent with OPSC and DSA requirements.

12. The ARCHITECT shall provide analyses of DISTRICT ownership and operating costs for the PROJECT.

13. The ARCHITECT shall provide design and other services required for, or in connection with, graphics and signage. All other design services are addressed under Article III as an Additional Service.

14. To the extent the ARCHITECT is not familiar or does not have experience with any materials or systems designed for the PROJECT, the ARCHITECT shall visit suppliers, fabricators, installers and manufacturers' facilities, such as for playground equipment, integrated shade structure and playground surface flooring, playground signage and applicable related materials to review the quality or status of items being produced for the PROJECT.

15. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, drainage, landscaping, plumbing, mechanical and electrical equipment, fixtures, and playground floor surface coverings. All such manufactured items shall be standardized to the DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400.

16. The ARCHITECT shall certify to the best of its information, pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any Construction Document for the PROJECT and will ensure that contractors provide the DISTRICT with a certification that all materials used in the construction of any school project are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in the PROJECT's specifications that materials containing ACBM's shall not to be included or incorporated into the PROJECT. The ARCHITECT shall incorporate requirements into the PROJECT's specifications that indicate the above certification shall be part of the Contractor's final PROJECT submittal to the DISTRICT.

17. The ARCHITECT shall prioritize the DISTRICT preferred vendors when selecting vendors, contractors and consultants for assigned projects for the DISTRICT. The ARCHITECT shall utilize district allocated funding and budget sources and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources where applicable.

18. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of the DISTRICT, attend public hearings and other public meetings. The ARCHITECT shall be prepared to address concept and programmatic requirements for the PROJECT in such presentations, public hearings and public meetings. In addition, the ARCHITECT shall attend and assist in legal proceedings that arise from the errors or omissions of the ARCHITECT.

19. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified, or extended without written agreement between the DISTRICT and ARCHITECT. ARCHITECT shall comply with all federal, state, and local laws, rules, regulations and ordinances that are applicable to the PROJECT.

23. The ARCHITECT shall have access to the work at all times.

24. The ARCHITECT shall commit the same PROJECT representatives from the commencement of services under this AGREEMENT through the completion of the Project Close-Out Phase. Any change in staff will require the written approval of the DISTRICT.

25. **Schematic Design Phase**

a. The ARCHITECT shall meet with the DISTRICT to understand and verify the DISTRICT's requirements for its Program. In the cases where a Program is furnished to the ARCHITECT by the DISTRICT, the ARCHITECT shall review the DISTRICT's Program and address if the Program, in the ARCHITECT's professional opinion, is realistic. If there are issues with the Program that has been provided, as part of the Schematic Design Services, ARCHITECT shall rework the Program with the DISTRICT representative and the DISTRICT to establish a priority list of programmatic needs and items that may be within and outside of the DISTRICT's Budget. Once the Schematic Design, Program and Budget are reconciled with the DISTRICT representative, and the DISTRICT approves the Schematic Design, Program and Budget, the ARCHITECT may then move on to the Design Development Phase.

b. In the cases where the DISTRICT has not established a Program, the ARCHITECT shall work with the DISTRICT to help establish a Program and Budget based on available state funding, available grants, or available funds (in the cases where no funding or grants are available). The ARCHITECT's familiarity with how projects are funded by the state or through grants shall be part of the expertise the DISTRICT is relying upon in conjunction with the ARCHITECT's experiences with similar projects and programs for the establishment of the DISTRICT's Program and PROJECT under this AGREEMENT. The ARCHITECT shall not design for a Program or PROJECT that exceeds the DISTRICT's Budget unless the ARCHITECT obtains the written consent of the DISTRICT and an agreement that the ARCHITECT is permitted to exceed the available Budget.

c. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings, renderings, programmatic outlines, and other documents illustrating the scale and relationship of the PROJECT's components. These documents shall be prepared with the understanding that Design Development and Construction Documents Phases of this AGREEMENT shall be completed in accordance with the realistic understanding of and adherence to the Schematic Design. The Schematic Design Documents shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations of the State and local governmental agencies and/or authorities having jurisdiction over the PROJECT, including, but not limited to, the OPSC, the CDE, DSA, the County Health Department and the local fire marshal/department, which are required for the final approval of the PROJECT's completed Construction Documents.

d. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT and PROJECT's priorities for approval by the DISTRICT.

e. If directed by the DISTRICT at the time of approval of the Schematic Design Documents, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, phased construction contracts, or so that the construction of certain structures, site buildings/ areas, facilities, or project portions of the PROJECT may be deferred. Careful attention is directed to DSA requirements for phasing of projects and the

likelihood that DSA or other agency approvals may expire during the phases. If there is an expiration and need to obtain additional DSA approvals for future phases, the ARCHITECT shall provide the DISTRICT with a written notification of the PROJECT approvals that may expire due to phasing. Alternate construction schemes made by the DISTRICT subsequent to the Design Development Phase shall be provided as an Additional Service pursuant to Article III unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this AGREEMENT.

f. The ARCHITECT shall submit and engage a list of qualified engineers for the PROJECT in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal, and signature on all drawings and specifications prepared by said engineer.

g. The ARCHITECT shall investigate existing conditions of sites or facilities and verify drawings of such conditions of sites or facilities.

h. The ARCHITECT shall perform Schematic Design services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

i. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

26. Design Development Phase (Preliminary Plans)

a. Upon approval by the DISTRICT of the Schematic Design services set forth above, the ARCHITECT shall prepare Design Development Documents based on the Schematic Design and based on the Program that has been approved by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross-sections, and other documents necessary to depict the design of the PROJECT, and shall outline specifications to fix and illustrate the size, character, and quality of the entire PROJECT as to the Program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate. The ARCHITECT shall prepare the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the OPSC, the CDE, DSA, the County Health Department and the local fire marshal/department.

b. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

c. The ARCHITECT shall perform all Design Development Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

27. Construction Document Phase (Final Plans)

a. The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents (in an acceptable Building Information Modeling format, such as Autodesk® Revit® and AutoCAD® Civil 3D®) including, but not limited to, all drawings and specifications for the PROJECT setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable (on and off site) governmental and code requirements including, but not limited to, the requirements of the OPSC, DSA, the local fire marshal/department, the County Health Department and any other governmental agency having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done in a minimum of LOD 200, as well as the materials, workmanship, finishes, and equipment required for the completion of the PROJECT. All Construction Documents prepared by the ARCHITECT shall be properly coordinated including, but not limited to, the various disciplines, dimensions, terminology, details, etc.

b. The ARCHITECT shall prepare and file all documents required for, and obtain the required approvals of, all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the OPSC, CDE, DSA, local fire marshal/department, City Design Review, County Health Department, Department of Public Works, and any other governmental agencies or authorities which have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental agencies and/or authorities. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due any governmental agencies and/or authorities in order to submit such cost information to the DISTRICT so payments can be prepared by the DISTRICT.

c. The ARCHITECT shall identify all tests and special inspections on the Statement of Structural Tests and Special Inspections (Form DSA 103) that are required for the completion of the PROJECT as designed and submit such DSA 103 to DSA for approval along with all other Construction Documents. Upon DSA's approval of the Construction Documents, including the approved DSA 103 for the PROJECT, the ARCHITECT shall ensure that a copy of the approved DSA 103 for the PROJECT is provided to the DISTRICT, the Laboratory of Record, each Special Inspector working on the PROJECT, the Project Inspector and the Contractor.

d. When the ARCHITECT is preparing the Construction Documents, the ARCHITECT shall include provisions that require the Contractor to:

(1) Provide the DISTRICT with five (5) complete sets of operation manuals;

(2) Provide adequate training/ consultation to DISTRICT personnel in the operation, repair and maintenance of the playground structure, shade components, playground surface flooring and related aspects.

(3) Prepare a marked set of prints which indicate the dimensioned location of buried utility lines and which show changes in the work made during construction ("as-built documents"). All as-built documents shall be provided to the DISTRICT in a format approved by the DISTRICT.

e. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the Construction Cost arising from market fluctuations or approved changes in scope or requirements.

f. The ARCHITECT shall perform Construction Document Services to keep the PROJECT within all Program scope constraints set by the DISTRICT, as well as approved Budget, unless otherwise modified by written authorization by the DISTRICT.

g. As part of the ARCHITECT's professional services, ARCHITECT has coordinated the drawings on the PROJECT. It is suggested, but not mandatory, that ARCHITECT perform a clash detection review of the final Construction Documents prior to submission to DSA. However, if the Construction Manager, or Design Build entity performs a clash check, ARCHITECT shall work with the Construction Manager or Design Build entity to perform reasonable clash check resolution meetings and make revisions as necessary prior to DSA submission, during DSA review, and after DSA review (followed by CCD submission or Addenda submission to document any necessary changes).

h. If the estimated PROJECT Construction Cost exceeds the Budget, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

28. **Bidding & Award Phase**

a. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.

b. The ARCHITECT shall prepare all the necessary bidding information and bidding forms required to bid the PROJECT. The ARCHITECT shall also assist the DISTRICT with the preparation of the Contractor's Contract form, the general conditions, the supplementary conditions, and all other contract documents necessary to bid the PROJECT and award a complete Contract to the lowest responsible responsive bidder. The DISTRICT will provide the standard general conditions and supplementary conditions that must be incorporated into the Contract with the Contractor. The ARCHITECT shall review the general conditions, supplementary conditions, and all other contract documents provided by the DISTRICT for incorporation into the Contract with the Contractor and shall coordinate such documents with all other Construction Documents that are prepared by the ARCHITECT pursuant to this AGREEMENT. The ARCHITECT's coordination obligations under this Section include, but are not limited to, verifying that any and all bid

instructions and requirements set forth in the specifications prepared by the ARCHITECT are also set forth in the Instructions to Bidders and the Bid Form that are distributed to the bidders in connection with the PROJECT. The ARCHITECT shall prepare and sign all written Addendums that are necessary to incorporate changes into the DSA approved Construction Documents prior to the award of the PROJECT. The ARCHITECT shall assist the DISTRICT in distributing all Addendums to each bidder that has obtained a set of the DSA approved Construction Documents. The ARCHITECT shall ensure that all Addendums are submitted to and approved by DSA prior to certification of the PROJECT.

c. The ARCHITECT shall deposit a reproducible set of Construction Documents including, but not limited to, all drawings and specifications for the PROJECT at a reprographics company specified by the DISTRICT for the bid and for printing of additional sets of the DSA approved Construction Documents during the PROJECT. In accordance with the requirements of this Section, the ARCHITECT shall forward all plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files and/or BIM files) prepared by the ARCHITECT or the ARCHITECT's consultants during the course of the PROJECT to the reprographics company specified by the DISTRICT at no additional cost to the DISTRICT. The DISTRICT may request that such documents be delivered to the reprographics company selected by the DISTRICT in CADD, PLOT, TIFF or other format approved by the DISTRICT. In addition, the ARCHITECT shall provide the DISTRICT with a BIM format diskette file with all layers unprotected so the DISTRICT may utilize with a Construction Manager or Design Build entity. It is expressly understood that the release of the underlying BIM documents is for the limited use only for the PROJECT (unless otherwise agreed to in writing) and that changes that are made to the underlying BIM documents are not the responsibility of ARCHITECT. For documentation purposes, one record set of the transmitted documents shall be placed on a CD (or other acceptable electronic media) properly labeled as the record set of documents transmitted to the DISTRICT. Reasonable costs for producing this record document shall be reimbursed to the ARCHITECT and ARCHITECT's consultants. ARCHITECT is also advised to make a record set of clash detection checks to record the clashes that are encountered on the set of documents distributed for future record purposes and this clash detection shall also be placed on the CD. This clash detection document is not a requirement but simply recommended.

d. Upon the DISTRICT's request, the ARCHITECT shall recommend an acceptable plan room, or blueprinting shop, or, in the alternative, ARCHITECT shall print the necessary bidding information, Contract forms, general conditions, supplementary general conditions and all other Construction Documents necessary to bid the PROJECT and award a complete Contract to a successful bidder and shall deliver/distribute such printed copies to all interested bidders.

e. The ARCHITECT shall make subsequent revisions to drawings, specifications, and other DSA approved Construction Documents that result from the approval of any substitution request, RFI, or submittal. All Revisions shall be prepared in writing and signed by the ARCHITECT. The ARCHITECT shall ensure that all Revisions are submitted to and approved by DSA prior to certification of the PROJECT.

f. If the lowest bid exceeds the Budget (or if a complete detailed estimate is prepared by a certified professional cost estimator from Construction Documents that are at least 90% completed) for the PROJECT, the ARCHITECT, in consultation with, and at the direction of, the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI.

29. Construction Phase

a. Prior to the start of construction, the ARCHITECT shall certify that the following documents have been submitted to DSA:

(1) Contract Information Form DSA-102.

(2) Inspector Qualification Record Form DSA-5 should be submitted 10 days prior to the time of starting construction.

b. The Construction Phase will commence with the award of the Construction Contract to Contractor.

c. The ARCHITECT shall reproduce five (5) sets of Construction Documents and all progress prints for the DISTRICT's and the DISTRICT's consultant's use at the ARCHITECT's expense.

d. The ARCHITECT shall provide technical direction to a full-time Project Inspector employed by, and responsible to, the DISTRICT, as required by applicable law. The ARCHITECT shall direct and monitor the work of the Laboratory of Record as required by applicable law and provide code required supervision of Special Inspectors not provided by the Laboratory of Record. Upon the DISTRICT's award of a Construction Contract to the Contractor, the ARCHITECT shall obtain the necessary Project Inspection Cards ("PIC") (Form DSA 152) from the DSA that are needed for the Project Inspector's use in approving and signing off work on the PROJECT as it is completed by the Contractor. The ARCHITECT shall verify that the Project Inspector has the appropriate amount of PIC's that are needed for the inspection and completion of the entire PROJECT prior to the commencement of any work by the Contractor on the PROJECT. The ARCHITECT shall provide the Project Inspector, Laboratory of Record and each Special Inspector with a copy of the DSA approved Construction Documents including, but not limited to, the approved Statement of Structural Tests and Special Inspections (Form DSA 103) prior to the commencement of any work on the PROJECT at the ARCHITECT's expense.

e. The ARCHITECT shall meet with the Project Inspector, DISTRICT, Contractor, Laboratory of Record and Special Inspectors as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

f. The ARCHITECT shall prepare Interim Verified Reports (Form DSA 6-AE) and submit such Interim Verified Reports to DSA, the Project Inspector and the DISTRICT

prior to the Project Inspector's approval and sign off of any of the following sections of the PROJECT's PIC's as applicable:

- (1) Initial Site Work and Foundations Preparation;
- (2) Vertical and Horizontal Framing;
- (3) Appurtenances;
- (4) Finish Site Work and Other Work;
- (5) Final.

If the ARCHITECT has delegated responsibility for any portion of the PROJECT's design to other engineers, the ARCHITECT shall ensure that such engineers submit the necessary Interim Verified Reports (Form DSA 6-AE) to DSA, the Project Inspector and the DISTRICT during the course of construction and prior to the Project Inspector's approval and sign off of the above sections of the DSA Form 152 as they relate to the portions of the PROJECT that were delegated to such engineers.

g. The ARCHITECT shall be responsible for reviewing and ensuring, on a monthly basis, that the Contractor is maintaining an up-to-date set of as-built documents which will be furnished to the DISTRICT upon completion. The ARCHITECT shall review the as-built documents prepared by the Contractor on a monthly basis and report whether they appear to be up to date, based upon the Architect's observations of the PROJECT. If it appears the as-built documents are not being kept up to date by the Contractor, the ARCHITECT shall recommend to the DISTRICT, in writing, an appropriate withholding from the Contractor's monthly payment application to account for the Contractor's failure to maintain such as-built documents.

h. The ARCHITECT will endeavor to secure compliance by Contractor with the Contract requirements, but does not guarantee the performance of the Contractor's Contract.

i. The ARCHITECT shall provide general administration of the Construction Documents including, but not limited to, the following:

- (1) Visiting the PROJECT site to maintain such personal contact with the PROJECT as is necessary to assure the ARCHITECT that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so the ARCHITECT can verify that the work does or does not comply with the DSA approved Construction Documents, whichever is greater) in order to:

- i. Become familiar with, and to keep the DISTRICT informed about, the progress and quality of the portion of the work completed and for the preparation of the weekly written reports the ARCHITECT will prepare and submit to the DISTRICT for its review;

ii. Become familiar with, and to keep DSA and Project Inspector informed about, the progress and quality of the portion of the work completed and for the preparation of the necessary Interim Verified Reports the ARCHITECT will prepare and submit to DSA and Project Inspector as necessary for the timely inspection of the PROJECT and for the approval and sign off of each block/section of the PIC's during the course of the PROJECT's construction;

iii. Endeavor to guard against nonconforming work and deficiencies in the work;

iv. Determine if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the approved DSA Construction Documents;

v. Attend weekly on-site construction meetings, and being otherwise available to the DISTRICT and the Project Inspector for site meetings on an "as-needed" basis;

vi. Examine Contractor applications for payment and to issue certificates for payment in amounts approved by the necessary parties; and

vii. Verify, at least monthly, in coordination with the Project Inspector, that all as-built documents are being updated pursuant to the Contract between the DISTRICT and the Contractor.

(2) Making regular reports as may be required by all governmental agencies or authorities having jurisdiction over the PROJECT;

(3) Reviewing schedules and shop drawings for compliance with design;

(4) Approving substitution of materials, equipment, and the laboratory reports thereof for conformance to the DISTRICT's standards subject to DISTRICT knowledge and approval;

(5) Responding to DSA field trip notes;

(6) Preparing Construction Change Documents for approval by DSA;

(7) Preparing Change Directives as directed by the DISTRICT;

(8) Preparing change orders for written approval by the DISTRICT;

(9) Making Punch List observations when the PROJECT reaches Substantial Completion;

(10) Determining date of Substantial Completion and the date of final completion of the PROJECT;

(11) Providing a color schedule of all materials for the PROJECT for the DISTRICT's review and approval;

(12) Assembling and delivering to the DISTRICT written guarantees, instruction books, diagrams, charts, and as-built documents that will be provided by the Contractor pursuant to the Contract between the DISTRICT and the Contractor;

(13) Issuing the ARCHITECT's Certificate of Substantial Completion, Certificate of Completion and final certificate for payment; and

(14) Providing any other architectural services to fulfill the requirements of the Construction Documents and this AGREEMENT.

j. ARCHITECT shall provide the DISTRICT with written reports, as necessary, to inform the DISTRICT of any problems arising during construction, changes contemplated as a result of each problem, and the progress of work.

k. The ARCHITECT, as part of the ARCHITECT's Basic Services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.

l. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor thereunder.

m. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.

n. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT whenever, in the ARCHITECT's opinion, it may be necessary to stop the work to avoid the improper performance of the Construction Agreement. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed, or completed.

o. The ARCHITECT shall not issue orders to the Contractor that might commit the DISTRICT to extra expenses, or otherwise amend the Construction Documents, without first obtaining the written approval of the DISTRICT.

p. The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The ARCHITECT shall

have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT, unless otherwise modified in writing.

q. The ARCHITECT shall prepare all documents and/or drawings made necessary by errors and omissions in the originally approved drawings or specifications, and such modifications therein as may be necessary to meet unanticipated conditions encountered during construction, at no additional cost or expense to the DISTRICT. In addition, the ARCHITECT shall, at no additional cost, provide services made necessary by defect or deficiencies in the work of the Contractor which, through reasonable care, should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor, but which ARCHITECT failed to do.

r. The ARCHITECT shall examine, verify, and approve the Contractor's applications for payment and issue certificates for payment for the work and materials provided by the Contractor which also reflect the ARCHITECT's recommendation as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for any other reason. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the DSA approved Construction Documents, that the as-built documents are up to date, and that the Contractor is entitled to payment in the amount certified.

s. The ARCHITECT shall review and approve, or take other appropriate action, upon the Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's actions shall not delay the work, but should allow for sufficient time, in the ARCHITECT's professional judgment, to permit adequate review. The ARCHITECT shall ensure that all deferred approval submittals are resolved and approved by DSA prior to incorporation in the PROJECT.

t. After the PROJECT has been let, all changes to the DSA approved Construction Documents shall be made by means of a Construction Change Document ("CCD") unless otherwise approved by the DISTRICT in writing. The ARCHITECT shall be responsible for preparing each CCD related to the PROJECT and shall determine which changes affect the Structural, Access or Fire & Life Safety (collectively "SAFLS") portions of the PROJECT and ensure that such changes are documented and implemented through a written CCD-Category A (Form DSA 140). All CCD-Category A's must be submitted to DSA by the ARCHITECT with all supporting documentation and data and must be approved by DSA before such work can commence on the PROJECT. The ARCHITECT shall obtain the DISTRICT's approval of all CCD-Category A's before they are submitted to DSA for review and approval. All other changes to the DSA approved Construction Documents not involving SAFLS portions of the PROJECT are not required to be submitted to DSA unless DSA specifically requires such changes to be submitted to DSA in the form of a written CCD (Form DSA 140) inclusive of all supporting documentation and data. Changes that are not determined by the ARCHITECT and/or DSA to require

documentation through an approved CCD-Category A/B shall be documented through an alternative CCD form or other document approved by the DISTRICT or required by DSA.

u. The ARCHITECT shall prepare and issue Change Directives to the Contractor when directed by the DISTRICT to complete the work that is necessary due to the Contractor's failure to complete the PROJECT in accordance with the DSA approved Construction Documents. The ARCHITECT shall provide the Project Inspector with a copy of the Change Directives and direct the Project Inspector to inspect the work as it is completed in accordance with the Change Directive.

v. All changes to the DSA approved Construction Documents, whether set forth in a CCD, Change Directive, or any other document approved by the DISTRICT, shall be incorporated into change orders by the ARCHITECT for the DISTRICT's approval. Each change order shall identify: (1) the description of the change in the work; (2) the amount of the adjustment to the Contractor's Contract sum, if any; and (3) the extent of the adjustment in the Contractor's Contract Time, if any. The ARCHITECT shall prepare change orders, with supporting documentation and data, for the DISTRICT's review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders.

w. The ARCHITECT shall, at the ARCHITECT's expense, prepare a set of reproducible record drawings showing significant changes in the work made during construction based on the marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.

x. The ARCHITECT shall inspect the PROJECT to determine the date or dates of Substantial Completion and final completion. The ARCHITECT shall receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents, and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents. In the event the approved schedule for the PROJECT has been exceeded due to the fault of the Contractor, the ARCHITECT shall issue a written notice to the DISTRICT and the Contractor evaluating the cause of the delay(s) and shall advise the DISTRICT and the Contractor of the commencement of liquidated damages under the Contract between the DISTRICT and Contractor.

y. The ARCHITECT shall provide written evaluation of the Contractor's performance under the requirements of the Construction Documents when requested in writing by the DISTRICT. When the ARCHITECT has actual knowledge of any defects, errors, or deficiencies with respect to the Contractor's performance on the PROJECT, the ARCHITECT shall provide the DISTRICT and the Contractor with written notification of such defects, errors, or deficiencies.

z. The ARCHITECT shall:

(1) Review all requests for information ("RFI"), submittals, and substitution requests that are submitted by the Contractor in connection with the PROJECT;

(2) Determine the data criteria required to evaluate requests for substitutions; and

(3) Be responsible for ensuring that all RFI's, submittals and substitution requests by the Contractor are responded to not later than fourteen (14) days, or as soon as the circumstances require.

aa. The ARCHITECT shall be responsible for gathering information and processing forms required by any applicable governing agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, the County Health Department, the local building departments, local fire departments, the OPSC, and DSA, in a timely manner and ensure proper close-out of the PROJECT.

bb. The ARCHITECT shall obtain the DISTRICT's approval of all CCD's immediately following the request for such changes by the Contractor or upon any other circumstances necessitating a change. Furthermore, the ARCHITECT shall maintain a log of all CCD's, Change Directives, change orders or any other DISTRICT approved form documenting changes to the DSA approved Construction Documents (the "Changes Log"), including status, for the DISTRICT's review and approval. The ARCHITECT shall submit the Changes Log to the DISTRICT with its monthly invoice. Submission of the Changes Log is a requirement for payments to the ARCHITECT during the course of construction.

cc. The ARCHITECT shall evaluate and render written recommendations within a reasonable time on all claims, disputes, or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the Contract between the DISTRICT and the Contractor. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by the ARCHITECT.

dd. The ARCHITECT shall provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

ee. The ARCHITECT shall review the list of minor defects, deficiencies, and/or incomplete items (hereinafter the "Punch List") and the fully executed Verified Report (Form DSA-6) that are submitted to the DISTRICT by the Contractor when the Contractor considers the PROJECT to be Substantially Complete. The ARCHITECT shall inspect the PROJECT, in conjunction with the Contractor, in order to verify the Contractor's Punch List, add any other items to the Punch List and to confirm that Substantial Completion has been reached on the PROJECT. In the event the Contractor does not submit a fully executed Verified Report with its proposed Punch List, the ARCHITECT shall reject the Contractor's Punch List, in writing, as premature. If Substantial Completion of the PROJECT is verified

by the ARCHITECT and the required Verified Report has been submitted to the DISTRICT for review, the ARCHITECT shall finalize the Punch List and notify the Contractor in writing that all Punch List items must be corrected prior to acceptance of the PROJECT and final payment, and that all Punch List items must be completed within the duration set forth in the Contract between the DISTRICT and the Contractor. The DISTRICT shall also be notified in writing of all Punch List items identified by the ARCHITECT and the Contractor. The ARCHITECT shall notify the DISTRICT when all Punch List items have been corrected by the Contractor for the DISTRICT's final acceptance of the PROJECT and final payment. In the event the Contractor fails to correct any Punch List item(s) within the duration set forth in the Contract between the DISTRICT and the Contractor, the ARCHITECT shall inform the DISTRICT of such default and provide the DISTRICT with a reasonable valuation of the cost to correct each outstanding Punch List item for deduction from the Contractor's final payment and/or retention. For purposes of this AGREEMENT, "Substantial Completion" shall mean the following five (5) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and incomplete items on the Punch List; (2) playground structure, shade component, surface flooring and applicable safety signage have passed inspection by a certified "Playground Safety Audit Specialist" from "ASCIP".(3) PROJECT fit for intended student population use; and (4) DSA Form 152 Inspection Card requirements for the Project have been approved and signed off.

ff. Once the ARCHITECT has verified the Substantial Completion of the PROJECT, the ARCHITECT shall issue a Certificate of Substantial Completion to the Contractor and the DISTRICT. Upon the issuance of the Certificate of Substantial Completion, the ARCHITECT shall prepare and submit to DSA, Project Inspector and the DISTRICT a written Verified Report, on Form DSA 6AE, pursuant to Section 4-336 of Title 24 of the California Code of Regulations. The ARCHITECT shall also submit a signed Verified Report to DSA, Project Inspector and the DISTRICT upon any of the following events:

- (1) Work on the PROJECT is suspended for a period of more than one month;
- (2) The services of the ARCHITECT are terminated for any reason prior to the completion of the PROJECT;
- (3) DSA requests a Verified Report.

gg. The ARCHITECT and its consultants shall verify that all defective, deficient, or incomplete work identified in any Notice(s) of Deviation or similar notice(s) issued by the ARCHITECT, Project Inspector, Special Inspector(s), Laboratory of Record and/or any governmental agency or authority, is fully corrected and closed before the ARCHITECT approves any final Punch List by the Contractor. As part of the ARCHITECT's Basic Services under this Section, the ARCHITECT shall direct the applicable Inspectors, Special Inspectors, and/or engineers on the PROJECT to visually verify that each defective, deficient and/or incomplete item of work referenced in each

Notice of Deviation have been rectified and closed prior to the approval of the final Punch List and the issuance of any Certificate of Substantial Completion by the ARCHITECT. In the event the ARCHITECT and/or its consultants fail to verify that such work has been corrected by the Contractor before the ARCHITECT approves the final Punch-List and such work has in fact not been corrected, the ARCHITECT shall be responsible for performing all the architectural and/or engineering services necessary, at no additional cost to the DISTRICT, to ensure such open and outstanding items in the Notice(s) of Deviation are addressed accordingly and that all work related to such notices is corrected in a manner acceptable to the DISTRICT and DSA.

30. **Project Close-Out**

a. Within thirty (30) days after the completion of the PROJECT's construction and the ARCHITECT's receipt of as-built documents from the Contractor, ARCHITECT will review the as-built documents prepared by the Contractor and revise the record drawings and specifications so that they include all material changes made necessary by CCD's, Change Directives, change orders, RFI's, change order requests ("COR's"), Bulletins, clarifications as noted by the Contractor in its as-built documents and/or any other DISTRICT approved document which details the changes that were made to the DSA approved Construction Documents. The ARCHITECT shall incorporate such changes into a complete AutoCAD as-built file, in the original, executable, software format, and PDF files, and provide all such documents, including five (5) hard copies, to the DISTRICT at no additional cost. In the event the Contractor fails to provide its as-built documents within 30 days of the PROJECT's completion, the ARCHITECT shall notify the DISTRICT, in writing, of the Contractor's failure and recommend the appropriate withholding from the Contractor's final payment under the Contract with the DISTRICT.

b. The ARCHITECT shall assist the DISTRICT in securing the delivery of any and all applicable documents described in Sections c and d below, to DSA for review prior to issuance of a "Certificate of Completion." The ARCHITECT shall submit all documents prepared by, or in control of, the ARCHITECT to DSA without delay.

c. During the period the PROJECT is under construction, the ARCHITECT shall certify that the following documents have been submitted to DSA:

- (1) Addenda, deferred approvals and revisions;
- (2) Copies of the Project Inspector's semi-monthly reports;
- (3) Construction deviation notices;
- (4) Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT;
- (5) Special inspection reports;
- (6) Construction Change Directives;

(7) Copies of all the necessary PIC's which have been approved and signed off by the Project Inspector for the submission to and certification by DSA; and

(8) All other documents required to be submitted to DSA in accordance with Title 24 and the Construction Oversight Process Procedure set forth in DSA's PR 13-01.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to DSA by the responsible parties. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the delivery of the above documents to DSA.

d. Upon the completion of all construction, including all Punch List items, the ARCHITECT shall assist the DISTRICT in securing the delivery of the following documents to DSA:

(1) Copy of the Notice of Completion.

(2) Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, structural engineer, mechanical engineer, and electrical engineer.

(3) Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Project Inspector, and Special Inspector(s).

(4) Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.

(5) Weighmaster's Certificate (if required by approved drawings and specifications).

(6) Copies of the signature page of all Addenda as approved by DSA.

(7) Copies of the signature pages of all deferred approvals as approved by DSA.

(8) Copies of the signature pages of all Revisions as approved by DSA.

(9) Copies of the signature page of all applicable Construction Change Documents as approved by DSA.

(10) Verification by the Project Inspector that all items noted on any "Field Trip Notes" have been corrected.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above items are not promptly submitted to the ARCHITECT and/or the DISTRICT by the responsible parties for submittal to DSA. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the above documents for delivery to DSA.

ARTICLE III- ADDITIONAL ARCHITECT'S SERVICES

1. The ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control ("Additional Services"). The ARCHITECT shall obtain written authorization from the DISTRICT before rendering Additional Services. Compensation for all valid Additional Services shall be negotiated and approved in writing by the DISTRICT before such Additional Services are performed by the ARCHITECT. No compensation shall be paid to the ARCHITECT for any Additional Services that are not previously approved by the DISTRICT in writing. Additional Services may include:

a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules, or regulations subsequent to the preparation and completion of the Construction Documents;

b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT which are not the result of the direct or indirect negligence, errors, or omissions on the part of the ARCHITECT;

c. Providing consultation concerning the replacement of work damaged by fire and furnishing services required in connection with the replacement of such work;

d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors, or omissions of ARCHITECT;

e. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development Phase where segregation does not arise from ARCHITECT exceeding the estimated Budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an Additional Service subject to prior negotiation and written approval by the DISTRICT;

f. Providing contract administration services after the construction Contract time (including any applicable float as addressed in the General Conditions of the Construction Contract with Contractor) has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that of the Contractor, and liquidated

damages are collected therefor. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT and payment will be made upon collection of liquidated damages from the Contractor. Payment of the ARCHITECT shall be made from collected liquidated damages;

g. Providing BIM documents that exceeds LOD 200; and

h. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

2. If authorized in writing by the DISTRICT, the ARCHITECT shall provide one or more PROJECT representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT representative(s) shall be selected, employed, and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefor as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities, or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT.

ARTICLE IV - DISTRICT'S RESPONSIBILITIES

1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, and budget constraints, as well as any other criteria provided by the DISTRICT.

2. Prior to the Schematic Design Phase, the ARCHITECT shall prepare a current overall budget for the PROJECT which shall include the Construction Cost budget for the PROJECT. The overall budget shall be based upon the DISTRICT's objectives, schedule, budget constraints, and any other criteria that are provided to the ARCHITECT by the DISTRICT pursuant to Article IV, Section 1, above. The DISTRICT shall approve the Construction Cost budget prepared by the ARCHITECT pursuant to this Section and this shall be the "Budget" for the PROJECT as set forth in this AGREEMENT.

3. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.

4. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of the ARCHITECT's responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect, or investigate the PROJECT.

5. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least

fourteen (14) days prior to execution.

6. The DISTRICT shall provide a topographical survey to the ARCHITECT upon request.

ARTICLE V - COST OF CONSTRUCTION

1. During the Schematic Design, Design Development, and Construction Document Phases, the ARCHITECT's estimates of Construction Cost shall be reconciled against the Budget approved by the DISTRICT pursuant to Article IV, Section 2.

2. The PROJECT's "Construction Cost," as used in this AGREEMENT, means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, which includes the total award from the initial construction Contract(s) plus the work covered by approved change orders and/or any alternates approved by the DISTRICT. The Construction Cost shall not include any costs that are not specifically referenced in this Article V, Section 2, as approved costs. Costs excluded from the Construction Cost include, but are not limited to, payments to the ARCHITECT or other DISTRICT consultants, costs of inspections, surveys, tests, and landscaping not included in PROJECT.

3. If the PROJECT is using the multiple-prime delivery method of construction, the Construction Manager's fees and/or general conditions will only be included in the total Construction Cost used to calculate the ARCHITECT's fee only if agreed upon in writing by the DISTRICT. Absent any written agreement, the Construction Manager's fees or general conditions shall not be included in the total Construction Cost used to calculate the ARCHITECT's fee.

4. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.

5. The Construction Cost shall be the acceptable estimate of Construction Costs to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.

6. Any Budget or fixed limit of Construction Cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

7. If the lowest bid received exceeds the Budget:

a. The DISTRICT may give written approval of an increase of such fixed limit and proceed with the construction of the PROJECT;

b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time;

c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Section 2;

d. The DISTRICT may request the ARCHITECT prepare, at no additional

cost, deductive change packages that will bring the PROJECT within the Budget; or

e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the Construction Cost.

8. If the DISTRICT chooses to proceed under Article V, Section 7(e), the ARCHITECT, without additional charge, agrees to redesign the PROJECT until the PROJECT is brought within the Budget set forth in this AGREEMENT. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed to in writing by the DISTRICT. Redesign means the redesign of the PROJECT, with all its component parts, to meet the Budget set forth in this AGREEMENT.

ARTICLE VI - ESTIMATE OF PROJECT CONSTRUCTION COSTS

1. Estimates referred to in Article II shall be prepared on a square foot/unit cost basis, or more detailed computation if deemed necessary by the DISTRICT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

2. The ARCHITECT shall prepare and review the ARCHITECT's estimates of Construction Cost at each phase of the ARCHITECT's services. The ARCHITECT shall provide the DISTRICT with a written evaluation of the estimates at each phase of the ARCHITECT's services. The ARCHITECT's written evaluations shall, among other things, evaluate how the estimates compare to the Budget. If such estimates are in excess of the Budget, the ARCHITECT shall revise the type or quality of construction to come within the Budget at no additional cost to the DISTRICT. The ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization.

3. The ARCHITECT, upon request of the DISTRICT, shall prepare a detailed estimate of Construction Costs at no additional cost.

ARTICLE VII - ARCHITECT'S DRAWINGS AND SPECIFICATIONS

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files, BIM files and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's consultants for this PROJECT, shall be and remain the property of the DISTRICT pursuant to Education Code section 17316 for the purposes of repair, maintenance, renovation, modernization, or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's consultant's documents enumerated above for the purposes of additions, alignments, or other development on the PROJECT site.

2. If DISTRICT intends to reuse ARCHITECT's plans, specifications, or other documents for a project or projects other than that which is the subject of this AGREEMENT, and for which the ARCHITECT is not the architect of record, a fee of three percent (3%) of the Construction Costs shall be paid to the ARCHITECT for such reuse. In the event of such reuse or modification of the ARCHITECT's drawings, specification, or other documents by any person, firm, or legal entity, the DISTRICT agrees to indemnify, defend, and hold the ARCHITECT

harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses, including, but not limited to, reasonable attorneys' fees accruing to, or resulting from, any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons including, but not limited to, death arising out of such unauthorized use, reuse or modification of the ARCHITECT's drawings, specifications, or other documents. The DISTRICT further agrees to remove the names and seals of the ARCHITECT and the ARCHITECT's consultants from the title block and signature pages. The DISTRICT, however, may use the ARCHITECT's plans and documents as enumerated in this Article as reference documents for the purposes of additions, alignments, or other development on the PROJECT site. Prior to reuse of the ARCHITECT's documents for any project other than an addition, alignment, or other development on the PROJECT site, the DISTRICT agrees to notify the ARCHITECT in writing of such reuse.

ARTICLE VIII - TERMINATION

1. This AGREEMENT may be terminated by either PARTY upon thirty (30) days' written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of the ARCHITECT, or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports, up until the date of the abandonment or postponement, plus any sums due the ARCHITECT for Board approved Additional Services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs, shall be deducted from payments due the ARCHITECT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Section 4, below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been affected in the first instance. No other loss, cost, damage, expense, or liability may be claimed, requested, or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by the DISTRICT upon thirty (30) days' written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports, up until the date of notice of termination plus any sums due the ARCHITECT for Board-approved Additional Services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the DISTRICT or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this Section through 50% completion of the ARCHITECT's portion of the PROJECT and, if 50% completion is reached, payment of 3% of the unpaid balance of the contract to

ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, ARCHITECT's sole remedy shall be to dispute for legally binding arbitration within Los Angeles County, California court jurisdiction after the PROJECT has been completed. The ARCHITECT and DISTRICT will mutually/jointly select the arbitrator and all direct, indirect and necessary legal costs and expenses shall be equally borne by both parties regardless of the legally binding decision rendered in support of one party of this agreement.

ARTICLE IX - ACCOUNTING RECORDS OF THE ARCHITECT

1. Records of the ARCHITECT's direct personnel and reimbursable expenses pertaining to the services performed on this PROJECT and records of accounts between the DISTRICT and Contractor shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or his authorized representative at mutually convenient times.

ARTICLE X - COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT as follows: ARCHITECT's fees for orders are paid as approved by the DISTRICT's Board; including, but not limited to, those performing Additional Services related to change

- Schematic Design Phase: No more than 10% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion

- Design Development Phase: No more than 15% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion

Construction Docs Phase	No more than 35% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
DSA Approval Phase:	No more than 5% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid upon DSA approval of the PROJECT including incorporation and approval of any back-check comments
Bidding Phase:	No more than 2% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
Construction Admin. Phase:	No more than 25% of the actual Architect Fee, as determined under Exhibit "A" to this AGREEMENT and the accepted bid, to be paid monthly based on actual level of completion
Project Close-Out Phase:	Balance of actual Architect Fee to be paid after the all the Project Close-Out Phase requirements set forth in Article II have been completed and the PROJECT is certified by DSA and the Notice of Completion has been recorded.

3. The ARCHITECT and its consultants shall maintain time sheets detailing information including, but not limited to, the name of the employee, date, a description of the task performed in sufficient detail to allow the DISTRICT to determine the services provided, and the time spent for each task. The DISTRICT and ARCHITECT may otherwise mutually agree, in writing, on alternative types of information and levels of detail that may be provided by the ARCHITECT and its consultants pursuant to this Article X.

4. The ARCHITECT shall invoice all fees and/or costs monthly for the Basic Services that are provided in accordance with this AGREEMENT from the time the ARCHITECT begins work on the PROJECT. The ARCHITECT shall submit one (1) invoice monthly to the DISTRICT detailing all the fees associated with the applicable progress to completion percentage, reimbursable expenses (if any), and Additional Services (if any) incurred for the monthly billing period. Invoices requesting reimbursement for expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g., receipts, invoices), including a copy of the DISTRICT's authorization notice for the invoiced item(s), if applicable. Invoices requesting payment for Additional Services must reflect the negotiated compensation previously approved by the DISTRICT and include a copy of the DISTRICT's written authorization notice approving the Additional Services and the additional compensation approved by the DISTRICT. No payments will be made by the DISTRICT to the ARCHITECT for monthly invoices requesting reimbursable expenses or Additional Services absent the prior written authorization of the DISTRICT. The DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services or reimbursable expenses and no claim by the ARCHITECT for additional compensation related to Additional Services or reimbursable expenses shall be valid absent such prior written approval by the DISTRICT.

5. When ARCHITECT's Fee is based on a percentage of Construction Cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable, to the extent actual services are performed, in accordance with the schedule set forth in Article X, Section 2, above, based on the lowest responsive bid price.

6. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be negotiated and subject to the prior written approval of the DISTRICT. Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor-caused delays.

ARTICLE XI - REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the ARCHITECT at one and one-tenth (1.1) times the expenses incurred by the ARCHITECT, the ARCHITECT's employees and consultants for the following specified items:

a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT which includes all the sets of the Construction Documents and all progress prints; and

b. Approved agency fees.

2. Approved reimbursable expenses are estimated to be twenty-five hundred Dollars (\$2500.00) and this amount shall not be exceeded without the prior written approval of the DISTRICT.

3. Reimbursable Expenses shall not include the following specified items or any other item not specifically identified in Article XI, Section 1 above:

a. Travel expenses;

b. Check prints;

c. Prints or plans or specifications made for ARCHITECT's consultants and all progress prints;

d. Preliminary plans and specifications;

e. ARCHITECT's consultants' reimbursables;

f. Models or mock-ups; and

g. Meetings with Cities, planning officials, fire departments, DSA, State Allocation Board or other public agencies.

4. The DISTRICT's prior written authorization is an express condition precedent to any reimbursement to ARCHITECT of such costs and expenses for items not included in Article XI, Section 1 above as an allowable reimbursable expense, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by DISTRICT.

Payment for these reimbursable expenses shall be made as set forth in Article X.

ARTICLE XII - EMPLOYEES AND CONSULTANTS

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the consultant services necessary to complete the PROJECT including, but not limited to: playground equipment distributors, playground equipment installers, playground floor surface vendors, landscape architects; surveyors of various types: structural, civil mechanical, electrical and plumbing, stormwater/drainage engineers; and any other necessary design professionals and/ or consultants as determined by the ARCHITECT and acceptable to the DISTRICT. All consultant services shall be provided at the ARCHITECT's sole expense. The ARCHITECT shall be responsible for the coordination and cooperation of all architects, engineers, experts or other consultants employed by the ARCHITECT. The ARCHITECT shall ensure that its engineers and/or other consultants file the required Interim Verified Reports, Verified Report and other documents that are necessary for the PROJECT's timely inspection and close-out as required by the applicable governmental agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, DSA. The ARCHITECT shall ensure that its engineers and consultants observe the construction of the PROJECT during the course of construction, at no additional cost to the DISTRICT, to maintain such personal contact with the PROJECT as is necessary to assure such engineers and consultants that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so such engineers and consultants can verify that the work does or does not comply with the DSA approved Construction Documents, whichever is greater).

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultants and/or consultant firms proposed for the PROJECT. The ARCHITECT shall notify the DISTRICT of the identity of all design professionals and/or consultants in sufficient time prior to their commencement of services to allow the DISTRICT a reasonable opportunity to review their qualifications and object to their participation on the PROJECT if necessary. The ARCHITECT shall not assign or permit the assignment of any design professionals, engineers, or other consultants to the PROJECT to which DISTRICT has a reasonable objection. Approved design professionals and/or consultants shall not be changed without the prior written consent of the DISTRICT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any consultants employed by the ARCHITECTS under the terms of this AGREEMENT.

3. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT, then that individual shall be replaced with an acceptable competent person at the DISTRICT's request.

4. The construction administrator or field representative assigned to the PROJECT by the ARCHITECT shall be licensed as a California Architect and able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile, and through correspondence, design direction and decisions when the construction administrator is not at the site.

ARTICLE XIII - MISCELLANEOUS

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions, and decisions made between or among the DISTRICT, ARCHITECT, and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT.

2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold the DISTRICT harmless from all liability arising out of:

a. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT; and

b. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify, defend and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents, or independent Architects who are directly employed by the DISTRICT. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section c below) that may be brought or instituted against the DISTRICT, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof. Any costs to defend under this Section b shall not exceed the ARCHITECT's proportionate percentage of fault; and

c. Professional Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the ARCHITECT's obligation to indemnify for acts of professional negligence, such obligation does not

include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT, and such fees and costs shall not exceed the ARCHITECT's proportionate percentage of fault.

d. The PARTIES understand and agree that Article XIII, Section 2, of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and the ARCHITECT related to the PROJECT. Any other indemnity that is attached to this AGREEMENT as part of any EXHIBIT shall be void and unenforceable between the PARTIES.

e. Any attempt to limit the ARCHITECT's liability to the DISTRICT in any of the exhibits or attachments to this AGREEMENT shall be void and unenforceable between the PARTIES.

3. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California and acceptable to DISTRICT, which will protect ARCHITECT and DISTRICT from claims which may arise out of, or result from, ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subconsultant, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general and auto liability insurance, with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned, and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000.00) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Section. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ARCHITECT, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required under Article XIII, Section 3(b), above, shall name the DISTRICT and its officers, agents, and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation, except for ten (10) days' written notice for nonpayment; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, cancellation, or failure to renew or make payment, each policy. Prior to commencing work, the ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the ARCHITECT fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of, and for the account of, ARCHITECT, and in such event, ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that the ARCHITECT subcontracts any portion of the ARCHITECT's duties, the ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII, Sections 3(a), (b), (c) and (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence. The ARCHITECT shall not subcontract any portion of the ARCHITECT's duties under this AGREEMENT without the DISTRICT's prior written approval. Specification processing consultants are the only subcontractors exempt from maintaining professional liability insurance.

g. All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the PROJECT governed by this particular AGREEMENT. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other projects of the ARCHITECT.

4. The ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. The ARCHITECT understands and agrees that the ARCHITECT and all of the ARCHITECT's employees shall not be considered officers, employees, or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled including, but not limited to, State Unemployment Compensation or Workers' Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of the ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. The ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security, and income taxes for the respective employees of the ARCHITECT.

5. Notices. All notices or demands to be given under this AGREEMENT by either PARTY to the other shall be in writing and given either by: (a) personal service; or (b) U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either PARTY may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

DISTRICT:

Monrovia Unified School District
325 E. Huntington Drive
Monrovia, CA 91016
Attn: Dana Smith, Asst. Superintendent
Business Services

Email: dsmith@monroviaschools.net

ARCHITECT:

WestGroup Designs, Inc.
195 W. Jamboree Rd., Ste 100
Irvine, CA 92612
Attn: David Smith, Principal

davids@westgroupdesigns.com

6. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using tobacco products (smoking, chewing, etc.) on DISTRICT property at all times.

7. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using profanity on DISTRICT property including, but not limited to, all school sites and this prohibition shall include, but is not limited to, all racial, ethnic and/or sexual slurs or comments which could be considered harassment.

8. Appropriate dress by the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, is mandatory. Therefore, tank tops, cut-offs and shorts shall not be allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as set forth above in Section above.

9. During the entire term of this AGREEMENT, the ARCHITECT, if applicable, shall fully comply with the provision of Education Code section 45125.1 (Fingerprint Requirements) when it is determined that the ARCHITECT will have contact with the DISTRICT's pupils while performing any services under this AGREEMENT.

10. Nothing contained in this AGREEMENT shall create a contractual relationship with, or a cause of action in favor of, any third party against either the DISTRICT or ARCHITECT.

11. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns, and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this

AGREEMENT.

12. This AGREEMENT shall be governed by the laws of the State of California.

13. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

14. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorneys' fees.

15. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase, or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

16. The ARCHITECT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

17. In accordance with Education Code section 17604, this AGREEMENT is not valid, binding, or an enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board, duly passed and adopted.

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The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

ARCHITECT:

DISTRICT:

WEBGROUP DESIGNS, INC.

Monrovia Unified School District

By: 
DAVID H. SMITH
Its: PRINCIPAL

By: _____
Ryan D. Smith

Its: _____
Superintendent

EXHIBIT "A"

ARCHITECT'S FEE SCHEDULE (for New Construction*,)**

1. Nine percent (9%) of the first five hundred thousand dollars (\$500,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$45,000.00)
2. Eight and one-half percent (8 1/2%) of the next five hundred thousand dollars (\$500,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$42,500.00)
3. Eight percent (8%) of the next one million dollars (\$1,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$80,000.00)
4. Seven percent (7%) of the next four million dollars (\$4,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$280,000.00)
5. Six percent (6%) of the next four million dollars (\$4,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$240,000.00)
6. Five percent (5%) of the PROJECT's Computed Cost, as defined herein Exhibit "A," in excess of ten million dollars (\$10,000,000.00).

*Computed Cost: The Computed Cost shall be the acceptable estimate of Construction Cost to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the total award from the initial construction contract(s), plus the cost of all approved additive contract change orders, with the exception of items resulting from errors and omissions on the part of the ARCHITECT.

EXHIBIT "A" (cont.)

**ARCHITECT'S FEE SCHEDULE
(for Reconstruction/Modernization*)**

1. Twelve percent (12%) of the first five hundred thousand dollars (\$500,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$60,000.00)
2. Eleven and one-half percent (11 1/2%) of the next five hundred thousand dollars (\$500,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$57,500.00)
3. Eleven percent (11%) of the next one million dollars (\$1,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$110,000.00)
4. Ten percent (10%) of the next four million dollars (\$4,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$400,000.00)
5. Nine percent (9%) of the next four million dollars (\$4,000,000.00) of Computed Cost. (Maximum of \$360,000.00)
6. Eight percent (8%) of the PROJECT's Computed Cost, as defined herein Exhibit "A," in excess of ten million dollars (\$10,000,000.00).

*Computed Cost: The Computed Cost shall be the acceptable estimate of Construction Cost to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the total award from the initial construction contract(s), plus the cost of all approved additive contract change orders, with the exception of items resulting from errors and omissions on the part of the ARCHITECT.

ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this 27th day of July in the year 2022 by and between the MONROVIA UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT" and WESTGROUP DESIGNS, INC. hereinafter referred to as "ARCHITECT." This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES." This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain architectural services for the "Plymouth Elementary School Playground Modernization", herein after referred to as the "Plymouth Playground Modernization Project" and

WHEREAS, ARCHITECT understands that state funding for this PROJECT is a condition precedent to the effectiveness of this AGREEMENT. If state funding is not received for the PROJECT, this AGREEMENT may be voided by the DISTRICT except to the extent services have been rendered pursuant to the approval of the DISTRICT's Board; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California;

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I - ARCHITECT'S SERVICES AND RESPONSIBILITIES

1. The ARCHITECT's services shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants, as enumerated in Articles II and III of this AGREEMENT.

2. The ARCHITECT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that it will follow the standards of its profession in performing all services under this AGREEMENT. The ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the PARTIES and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

3. The schematic design, design development and construction document services covered by this AGREEMENT shall be completed and submitted to the DISTRICT on or before a date to be agreed upon by the approved project schedule in writing by the DISTRICT. The construction document services covered by this AGREEMENT shall be completed and submitted to the Division of the State Architect ("**DSA**") for review and approval on or before a date to be agreed upon by the approved project schedule in writing by the DISTRICT.

4. The ARCHITECT has been selected based on ARCHITECT's knowledge of California public schools and ARCHITECT's knowledge of the educational system for funding and construction and is thoroughly familiar with the requirements of the OPSC for state funding, DSA for approvals of plans and specifications, and of the CDE for site approvals and educational requirements that are applicable to a public-school project.

5. The ARCHITECT shall coordinate its services with the Contractor, Project Inspector, its consultants and other parties to ensure that all requirements under DSA's Inspection Card (Form 152) and any subsequent revisions, supplements or updates thereto issued or required by DSA, or any other/alternate processes are being met in compliance with DSA requirements and in compliance with the PROJECT schedule. The ARCHITECT and its consultants shall take all actions necessary as to not delay progress in meeting any DSA requirements. The ARCHITECT shall meet all requirements set forth in DSA's Construction Oversight Process Procedure (PR 13-01) and any subsequent revisions, supplements or updates thereto issued or required by DSA. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

ARTICLE II - SCOPE OF ARCHITECT'S SERVICES

1. The ARCHITECT shall provide to the DISTRICT, on the terms herein set forth, all of the architectural, design and/or engineering services necessary to complete the PROJECT. The ARCHITECT's services shall include those described in this AGREEMENT, and include all structural, civil, mechanical and electrical engineering and landscape architecture services and any other services necessary to produce a reasonably complete and accurate set of "Construction Documents" defined as including, but not limited to, the following: The contract between the DISTRICT and the "Contractor" awarded the PROJECT (the "Contract"), general and supplementary conditions of the Contract between the DISTRICT and Contractor, drawings, specifications, Addenda, Revisions and other documents listed in the Contract, and modifications issued after execution of the Contract between the DISTRICT and Contractor.

2. The ARCHITECT shall obtain required approvals from applicable governmental agencies (for both on and off-site approvals) and any other applicable entities including, but not limited to, those responsible for electrical, gas, water, sanitary or storm sewer, telephone, cable/TV, antenna-based services (e.g., Dish Network), internet providers, public utilities, the fire department, as well as the County Health Department, California Department of Education ("CDE"), the Office of Public School Construction ("OPSC"), State Water Resources Control Board (SWRCB), and DSA. If necessary, the ARCHITECT shall secure preliminary agency approvals and notify the DISTRICT in writing as to the actions and lead the DISTRICT with coordination and action response to secure formal approvals.

3. The ARCHITECT shall be responsible for determining the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on or off the PROJECT site and which are required for the PROJECT.

4. The ARCHITECT shall provide a PROJECT description which includes the DISTRICT's needs, Program, and the requirements of the PROJECT prior to preparing preliminary designs for the PROJECT.

5. The ARCHITECT shall assist the DISTRICT in determining the phasing of the

PROJECT that will most efficiently and timely complete the PROJECT. This includes phasing the PROJECT's construction and the inspection approval process so Incremental Approvals as required under DSA's Construction Oversight Process Procedure can be obtained during the completion of the PROJECT.

6. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT's PROJECT, project schedule, and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of educational specification requirements under Education Code section 17251 and under Title 5 California Code of Regulations, Section 14000, et seq.

7. The ARCHITECT shall provide practical, relevant and applicable planning surveys, site evaluations and comparative studies of similar prospective sites, buildings or locations.

8. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its consultants, the DISTRICT's representative(s), and other consultants of the DISTRICT during PROJECT development.

9. The ARCHITECT shall make revisions in Drawings, Specifications, the Project Manual, and other related documents when such revisions are necessary due to the ARCHITECT's failure to comply with approvals or instructions previously given by the DISTRICT, including revisions made necessary by adjustments in the DISTRICT's Program or Budget as defined in Article IV.

10. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction. The ARCHITECT shall be prepared to prioritize and prepare a priority list to address critical Program and PROJECT needs as opposed to optional items that may be dropped if there is inadequate Budget for the PROJECT. In the case where there are Budget constraints, the ARCHITECT, shall prepare a priority list of critical programmatic needs and items that may be of lesser priority and review the Program with the DISTRICT.

11. The ARCHITECT shall provide services in connection with the work of a Construction Manager, Playground equipment vendor/installer and playground surfacing contractor retained by the ARCHITECT and/or DISTRICT. The ARCHITECT shall provide detailed estimates of the PROJECT's Construction Costs and as further described in Articles V and VI along with inventory of material, equipment, and labor consistent with OPSC and DSA requirements.

12. The ARCHITECT shall provide analyses of DISTRICT ownership and operating costs for the PROJECT.

13. The ARCHITECT shall provide design and other services required for, or in connection with, graphics and signage. All other design services are addressed under Article III as an Additional Service.

14. To the extent the ARCHITECT is not familiar or does not have experience with any materials or systems designed for the PROJECT, the ARCHITECT shall visit suppliers, fabricators, installers and manufacturers' facilities, such as for playground equipment, integrated shade structure and playground surface flooring, playground signage and applicable related materials to review the quality or status of items being produced for the PROJECT.

15. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, drainage, landscaping, plumbing, mechanical and electrical equipment, fixtures, and playground floor surface coverings. All such manufactured items shall be standardized to the DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400.

16. The ARCHITECT shall certify to the best of its information, pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any Construction Document for the PROJECT and will ensure that contractors provide the DISTRICT with a certification that all materials used in the construction of any school project are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in the PROJECT's specifications that materials containing ACBM's shall not to be included or incorporated into the PROJECT. The ARCHITECT shall incorporate requirements into the PROJECT's specifications that indicate the above certification shall be part of the Contractor's final PROJECT submittal to the DISTRICT.

17. The ARCHITECT shall prioritize the DISTRICT preferred vendors when selecting vendors, contractors and consultants for assigned projects for the DISTRICT. The ARCHITECT shall utilize district allocated funding and budget sources and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources where applicable.

18. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of the DISTRICT, attend public hearings and other public meetings. The ARCHITECT shall be prepared to address concept and programmatic requirements for the PROJECT in such presentations, public hearings and public meetings. In addition, the ARCHITECT shall attend and assist in legal proceedings that arise from the errors or omissions of the ARCHITECT.

19. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified, or extended without written agreement between the DISTRICT and ARCHITECT. ARCHITECT shall comply with all federal, state, and local laws, rules, regulations and ordinances that are applicable to the PROJECT.

23. The ARCHITECT shall have access to the work at all times.

24. The ARCHITECT shall commit the same PROJECT representatives from the commencement of services under this AGREEMENT through the completion of the Project Close-Out Phase. Any change in staff will require the written approval of the DISTRICT.

25. Schematic Design Phase

a. The ARCHITECT shall meet with the DISTRICT to understand and verify the DISTRICT's requirements for its Program. In the cases where a Program is furnished to the ARCHITECT by the DISTRICT, the ARCHITECT shall review the DISTRICT's Program and address if the Program, in the ARCHITECT's professional opinion, is realistic. If there are issues with the Program that has been provided, as part of the Schematic Design Services, ARCHITECT shall rework the Program with the DISTRICT representative and the DISTRICT to establish a priority list of programmatic needs and items that may be within and outside of the DISTRICT's Budget. Once the Schematic Design, Program and Budget are reconciled with the DISTRICT representative, and the DISTRICT approves the Schematic Design, Program and Budget, the ARCHITECT may then move on to the Design Development Phase.

b. In the cases where the DISTRICT has not established a Program, the ARCHITECT shall work with the DISTRICT to help establish a Program and Budget based on available state funding, available grants, or available funds (in the cases where no funding or grants are available). The ARCHITECT's familiarity with how projects are funded by the state or through grants shall be part of the expertise the DISTRICT is relying upon in conjunction with the ARCHITECT's experiences with similar projects and programs for the establishment of the DISTRICT's Program and PROJECT under this AGREEMENT. The ARCHITECT shall not design for a Program or PROJECT that exceeds the DISTRICT's Budget unless the ARCHITECT obtains the written consent of the DISTRICT and an agreement that the ARCHITECT is permitted to exceed the available Budget.

c. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings, renderings, programmatic outlines, and other documents illustrating the scale and relationship of the PROJECT's components. These documents shall be prepared with the understanding that Design Development and Construction Documents Phases of this AGREEMENT shall be completed in accordance with the realistic understanding of and adherence to the Schematic Design. The Schematic Design Documents shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations of the State and local governmental agencies and/or authorities having jurisdiction over the PROJECT, including, but not limited to, the OPSC, the CDE, DSA, the County Health Department and the local fire marshal/department, which are required for the final approval of the PROJECT's completed Construction Documents.

d. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT and PROJECT's priorities for approval by the DISTRICT.

e. If directed by the DISTRICT at the time of approval of the Schematic Design Documents, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, phased construction contracts, or so that the construction of certain structures, site buildings/ areas, facilities, or project portions of the PROJECT may be deferred.

Careful attention is directed to DSA requirements for phasing of projects and the likelihood that DSA or other agency approvals may expire during the phases. If there is an expiration and need to obtain additional DSA approvals for future phases, the ARCHITECT shall provide the DISTRICT with a written notification of the PROJECT approvals that may expire due to phasing. Alternate construction schemes made by the DISTRICT subsequent to the Design Development Phase shall be provided as an Additional Service pursuant to Article III unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this AGREEMENT.

f. The ARCHITECT shall submit and engage a list of qualified engineers for the PROJECT in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal, and signature on all drawings and specifications prepared by said engineer.

g. The ARCHITECT shall investigate existing conditions of sites or facilities and verify drawings of such conditions of sites or facilities.

h. The ARCHITECT shall perform Schematic Design services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

i. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

26. Design Development Phase (Preliminary Plans)

a. Upon approval by the DISTRICT of the Schematic Design services set forth above, the ARCHITECT shall prepare Design Development Documents based on the Schematic Design and based on the Program that has been approved by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross-sections, and other documents necessary to depict the design of the PROJECT, and shall outline specifications to fix and illustrate the size, character, and quality of the entire PROJECT as to the Program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate. The ARCHITECT shall prepare the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the OPSC, the CDE, DSA, the County Health Department and the local fire marshal/department.

b. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction

Cost.

c. The ARCHITECT shall perform all Design Development Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

27. Construction Document Phase (Final Plans)

a. The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents (in an acceptable Building Information Modeling format, such as Autodesk® Revit® and AutoCAD® Civil 3D®) including, but not limited to, all drawings and specifications for the PROJECT setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable (on and off site) governmental and code requirements including, but not limited to, the requirements of the OPSC, DSA, the local fire marshal/department, the County Health Department and any other governmental agency having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done in a minimum of LOD 200, as well as the materials, workmanship, finishes, and equipment required for the completion of the PROJECT. All Construction Documents prepared by the ARCHITECT shall be properly coordinated including, but not limited to, the various disciplines, dimensions, terminology, details, etc.

b. The ARCHITECT shall prepare and file all documents required for, and obtain the required approvals of, all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the OPSC, CDE, DSA, local fire marshal/department, City Design Review, County Health Department, Department of Public Works, and any other governmental agencies or authorities which have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental agencies and/or authorities. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due any governmental agencies and/or authorities in order to submit such cost information to the DISTRICT so payments can be prepared by the DISTRICT.

c. The ARCHITECT shall identify all tests and special inspections on the Statement of Structural Tests and Special Inspections (Form DSA 103) that are required for the completion of the PROJECT as designed and submit such DSA 103 to DSA for approval along with all other Construction Documents. Upon DSA's approval of the Construction Documents, including the approved DSA 103 for the PROJECT, the ARCHITECT shall ensure that a copy of the approved DSA 103 for the PROJECT is provided to the DISTRICT, the Laboratory of Record, each Special Inspector working on the PROJECT, the Project Inspector and the Contractor.

d. When the ARCHITECT is preparing the Construction Documents, the ARCHITECT shall include provisions that require the Contractor to:

(1) Provide the DISTRICT with five (5) complete sets of operation manuals;

(2) Provide adequate training/ consultation to DISTRICT personnel in the operation, repair and maintenance of the playground structure, shade

components, playground surface flooring and related aspects.

(3) Prepare a marked set of prints which indicate the dimensioned location of buried utility lines and which show changes in the work made during construction ("as-built documents"). All as-built documents shall be provided to the DISTRICT in a format approved by the DISTRICT.

e. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the Construction Cost arising from market fluctuations or approved changes in scope or requirements.

f. The ARCHITECT shall perform Construction Document Services to keep the PROJECT within all Program scope constraints set by the DISTRICT, as well as approved Budget, unless otherwise modified by written authorization by the DISTRICT.

g. As part of the ARCHITECT's professional services, ARCHITECT has coordinated the drawings on the PROJECT. It is suggested, but not mandatory, that ARCHITECT perform a clash detection review of the final Construction Documents prior to submission to DSA. However, if the Construction Manager, or Design Build entity performs a clash check, ARCHITECT shall work with the Construction Manager or Design Build entity to perform reasonable clash check resolution meetings and make revisions as necessary prior to DSA submission, during DSA review, and after DSA review (followed by CCD submission or Addenda submission to document any necessary changes).

h. If the estimated PROJECT Construction Cost exceeds the Budget, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

28. **Bidding & Award Phase**

a. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.

b. The ARCHITECT shall prepare all the necessary bidding information and bidding forms required to bid the PROJECT. The ARCHITECT shall also assist the DISTRICT with the preparation of the Contractor's Contract form, the general conditions, the supplementary conditions, and all other contract documents necessary to bid the PROJECT and award a complete Contract to the lowest responsible responsive bidder. The DISTRICT will provide the standard general conditions and supplementary conditions that must be incorporated into the Contract with the Contractor. The ARCHITECT shall review the general conditions, supplementary conditions, and all other contract documents provided by the DISTRICT for incorporation into the Contract with the Contractor and shall coordinate such documents with all other Construction Documents that are prepared by the ARCHITECT pursuant to this AGREEMENT. The ARCHITECT's coordination obligations under this Section include, but are not limited to, verifying that any and all bid

instructions and requirements set forth in the specifications prepared by the ARCHITECT are also set forth in the Instructions to Bidders and the Bid Form that are distributed to the bidders in connection with the PROJECT. The ARCHITECT shall prepare and sign all written Addendums that are necessary to incorporate changes into the DSA approved Construction Documents prior to the award of the PROJECT. The ARCHITECT shall assist the DISTRICT in distributing all Addendums to each bidder that has obtained a set of the DSA approved Construction Documents. The ARCHITECT shall ensure that all Addendums are submitted to and approved by DSA prior to certification of the PROJECT.

c. The ARCHITECT shall deposit a reproducible set of Construction Documents including, but not limited to, all drawings and specifications for the PROJECT at a reprographics company specified by the DISTRICT for the bid and for printing of additional sets of the DSA approved Construction Documents during the PROJECT. In accordance with the requirements of this Section, the ARCHITECT shall forward all plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files and/or BIM files) prepared by the ARCHITECT or the ARCHITECT's consultants during the course of the PROJECT to the reprographics company specified by the DISTRICT at no additional cost to the DISTRICT. The DISTRICT may request that such documents be delivered to the reprographics company selected by the DISTRICT in CADD, PLOT, TIFF or other format approved by the DISTRICT. In addition, the ARCHITECT shall provide the DISTRICT with a BIM format diskette file with all layers unprotected so the DISTRICT may utilize with a Construction Manager or Design Build entity. It is expressly understood that the release of the underlying BIM documents is for the limited use only for the PROJECT (unless otherwise agreed to in writing) and that changes that are made to the underlying BIM documents are not the responsibility of ARCHITECT. For documentation purposes, one record set of the transmitted documents shall be placed on a CD (or other acceptable electronic media) properly labeled as the record set of documents transmitted to the DISTRICT. Reasonable costs for producing this record document shall be reimbursed to the ARCHITECT and ARCHITECT's consultants. ARCHITECT is also advised to make a record set of clash detection checks to record the clashes that are encountered on the set of documents distributed for future record purposes and this clash detection shall also be placed on the CD. This clash detection document is not a requirement but simply recommended.

d. Upon the DISTRICT's request, the ARCHITECT shall recommend an acceptable plan room, or blueprinting shop, or, in the alternative, ARCHITECT shall print the necessary bidding information, Contract forms, general conditions, supplementary general conditions and all other Construction Documents necessary to bid the PROJECT and award a complete Contract to a successful bidder and shall deliver/distribute such printed copies to all interested bidders.

e. The ARCHITECT shall make subsequent revisions to drawings, specifications, and other DSA approved Construction Documents that result from the approval of any substitution request, RFI, or submittal. All Revisions shall be prepared in writing and signed by the ARCHITECT. The ARCHITECT shall ensure that all Revisions are submitted to and approved by DSA prior to certification of the PROJECT.

f. If the lowest bid exceeds the Budget (or if a complete detailed estimate is prepared by a certified professional cost estimator from Construction Documents that are at least 90% completed) for the PROJECT, the ARCHITECT, in consultation with, and at the direction of, the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI.

29. Construction Phase

a. Prior to the start of construction, the ARCHITECT shall certify that the following documents have been submitted to DSA:

(1) Contract Information Form DSA-102.

(2) Inspector Qualification Record Form DSA-5 should be submitted 10 days prior to the time of starting construction.

b. The Construction Phase will commence with the award of the Construction Contract to Contractor.

c. The ARCHITECT shall reproduce five (5) sets of Construction Documents and all progress prints for the DISTRICT's and the DISTRICT's consultant's use at the ARCHITECT's expense.

d. The ARCHITECT shall provide technical direction to a full-time Project Inspector employed by, and responsible to, the DISTRICT, as required by applicable law. The ARCHITECT shall direct and monitor the work of the Laboratory of Record as required by applicable law and provide code required supervision of Special Inspectors not provided by the Laboratory of Record. Upon the DISTRICT's award of a Construction Contract to the Contractor, the ARCHITECT shall obtain the necessary Project Inspection Cards ("PIC") (Form DSA 152) from the DSA that are needed for the Project Inspector's use in approving and signing off work on the PROJECT as it is completed by the Contractor. The ARCHITECT shall verify that the Project Inspector has the appropriate amount of PIC's that are needed for the inspection and completion of the entire PROJECT prior to the commencement of any work by the Contractor on the PROJECT. The ARCHITECT shall provide the Project Inspector, Laboratory of Record and each Special Inspector with a copy of the DSA approved Construction Documents including, but not limited to, the approved Statement of Structural Tests and Special Inspections (Form DSA 103) prior to the commencement of any work on the PROJECT at the ARCHITECT's expense.

e. The ARCHITECT shall meet with the Project Inspector, DISTRICT, Contractor, Laboratory of Record and Special Inspectors as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

f. The ARCHITECT shall prepare Interim Verified Reports (Form DSA 6-AE) and submit such Interim Verified Reports to DSA, the Project Inspector and the DISTRICT

prior to the Project Inspector's approval and sign off of any of the following sections of the PROJECT's PIC's as applicable:

- (1) Initial Site Work and Foundations Preparation;
- (2) Vertical and Horizontal Framing;
- (3) Appurtenances;
- (4) Finish Site Work and Other Work;
- (5) Final.

If the ARCHITECT has delegated responsibility for any portion of the PROJECT's design to other engineers, the ARCHITECT shall ensure that such engineers submit the necessary Interim Verified Reports (Form DSA 6-AE) to DSA, the Project Inspector and the DISTRICT during the course of construction and prior to the Project Inspector's approval and sign off of the above sections of the DSA Form 152 as they relate to the portions of the PROJECT that were delegated to such engineers.

g. The ARCHITECT shall be responsible for reviewing and ensuring, on a monthly basis, that the Contractor is maintaining an up-to-date set of as-built documents which will be furnished to the DISTRICT upon completion. The ARCHITECT shall review the as-built documents prepared by the Contractor on a monthly basis and report whether they appear to be up to date, based upon the Architect's observations of the PROJECT. If it appears the as-built documents are not being kept up to date by the Contractor, the ARCHITECT shall recommend to the DISTRICT, in writing, an appropriate withholding from the Contractor's monthly payment application to account for the Contractor's failure to maintain such as-built documents.

h. The ARCHITECT will endeavor to secure compliance by Contractor with the Contract requirements, but does not guarantee the performance of the Contractor's Contract.

i. The ARCHITECT shall provide general administration of the Construction Documents including, but not limited to, the following:

(1) Visiting the PROJECT site to maintain such personal contact with the PROJECT as is necessary to assure the ARCHITECT that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so the ARCHITECT can verify that the work does or does not comply with the DSA approved Construction Documents, whichever is greater) in order to:

i. Become familiar with, and to keep the DISTRICT informed about, the progress and quality of the portion of the work completed and for the preparation of the weekly written reports the ARCHITECT will prepare and submit to the DISTRICT for its review;

ii. Become familiar with, and to keep DSA and Project Inspector informed about, the progress and quality of the portion of the work completed and for the preparation of the necessary Interim Verified Reports the ARCHITECT will prepare and submit to DSA and Project Inspector as necessary for the timely inspection of the PROJECT and for the approval and sign off of each block/section of the PIC's during the course of the PROJECT's construction;

iii. Endeavor to guard against nonconforming work and deficiencies in the work;

iv. Determine if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the approved DSA Construction Documents;

v. Attend weekly on-site construction meetings, and being otherwise available to the DISTRICT and the Project Inspector for site meetings on an "as-needed" basis;

vi. Examine Contractor applications for payment and to issue certificates for payment in amounts approved by the necessary parties; and

vii. Verify, at least monthly, in coordination with the Project Inspector, that all as-built documents are being updated pursuant to the Contract between the DISTRICT and the Contractor.

(2) Making regular reports as may be required by all governmental agencies or authorities having jurisdiction over the PROJECT;

(3) Reviewing schedules and shop drawings for compliance with design;

(4) Approving substitution of materials, equipment, and the laboratory reports thereof for conformance to the DISTRICT's standards subject to DISTRICT knowledge and approval;

(5) Responding to DSA field trip notes;

(6) Preparing Construction Change Documents for approval by DSA;

(7) Preparing Change Directives as directed by the DISTRICT;

(8) Preparing change orders for written approval by the DISTRICT;

(9) Making Punch List observations when the PROJECT reaches Substantial Completion;

(10) Determining date of Substantial Completion and the date of final completion of the PROJECT;

(11) Providing a color schedule of all materials for the PROJECT for the DISTRICT's review and approval;

(12) Assembling and delivering to the DISTRICT written guarantees, instruction books, diagrams, charts, and as-built documents that will be provided by the Contractor pursuant to the Contract between the DISTRICT and the Contractor;

(13) Issuing the ARCHITECT's Certificate of Substantial Completion, Certificate of Completion and final certificate for payment; and

(14) Providing any other architectural services to fulfill the requirements of the Construction Documents and this AGREEMENT.

j. ARCHITECT shall provide the DISTRICT with written reports, as necessary, to inform the DISTRICT of any problems arising during construction, changes contemplated as a result of each problem, and the progress of work.

k. The ARCHITECT, as part of the ARCHITECT's Basic Services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.

l. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor thereunder.

m. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.

n. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT whenever, in the ARCHITECT's opinion, it may be necessary to stop the work to avoid the improper performance of the Construction Agreement. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed, or completed.

o. The ARCHITECT shall not issue orders to the Contractor that might commit the DISTRICT to extra expenses, or otherwise amend the Construction Documents, without first obtaining the written approval of the DISTRICT.

p. The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The ARCHITECT shall

have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT, unless otherwise modified in writing.

q. The ARCHITECT shall prepare all documents and/or drawings made necessary by errors and omissions in the originally approved drawings or specifications, and such modifications therein as may be necessary to meet unanticipated conditions encountered during construction, at no additional cost or expense to the DISTRICT. In addition, the ARCHITECT shall, at no additional cost, provide services made necessary by defect or deficiencies in the work of the Contractor which, through reasonable care, should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor, but which ARCHITECT failed to do.

r. The ARCHITECT shall examine, verify, and approve the Contractor's applications for payment and issue certificates for payment for the work and materials provided by the Contractor which also reflect the ARCHITECT's recommendation as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for any other reason. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the DSA approved Construction Documents, that the as-built documents are up to date, and that the Contractor is entitled to payment in the amount certified.

s. The ARCHITECT shall review and approve, or take other appropriate action, upon the Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's actions shall not delay the work, but should allow for sufficient time, in the ARCHITECT's professional judgment, to permit adequate review. The ARCHITECT shall ensure that all deferred approval submittals are resolved and approved by DSA prior to incorporation in the PROJECT.

t. After the PROJECT has been let, all changes to the DSA approved Construction Documents shall be made by means of a Construction Change Document ("CCD") unless otherwise approved by the DISTRICT in writing. The ARCHITECT shall be responsible for preparing each CCD related to the PROJECT and shall determine which changes affect the Structural, Access or Fire & Life Safety (collectively "SAFLS") portions of the PROJECT and ensure that such changes are documented and implemented through a written CCD-Category A (Form DSA 140). All CCD-Category A's must be submitted to DSA by the ARCHITECT with all supporting documentation and data and must be approved by DSA before such work can commence on the PROJECT. The ARCHITECT shall obtain the DISTRICT's approval of all CCD-Category A's before they are submitted to DSA for review and approval. All other changes to the DSA approved Construction Documents not involving SAFLS portions of the PROJECT are not required to be submitted to DSA unless DSA specifically requires such changes to be submitted to DSA in the form of a written CCD (Form DSA 140) inclusive of all supporting documentation and data. Changes that are not determined by the ARCHITECT and/or DSA to require

documentation through an approved CCD-Category A/B shall be documented through an alternative CCD form or other document approved by the DISTRICT or required by DSA.

u. The ARCHITECT shall prepare and issue Change Directives to the Contractor when directed by the DISTRICT to complete the work that is necessary due to the Contractor's failure to complete the PROJECT in accordance with the DSA approved Construction Documents. The ARCHITECT shall provide the Project Inspector with a copy of the Change Directives and direct the Project Inspector to inspect the work as it is completed in accordance with the Change Directive.

v. All changes to the DSA approved Construction Documents, whether set forth in a CCD, Change Directive, or any other document approved by the DISTRICT, shall be incorporated into change orders by the ARCHITECT for the DISTRICT's approval. Each change order shall identify: (1) the description of the change in the work; (2) the amount of the adjustment to the Contractor's Contract sum, if any; and (3) the extent of the adjustment in the Contractor's Contract Time, if any. The ARCHITECT shall prepare change orders, with supporting documentation and data, for the DISTRICT's review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders.

w. The ARCHITECT shall, at the ARCHITECT's expense, prepare a set of reproducible record drawings showing significant changes in the work made during construction based on the marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.

x. The ARCHITECT shall inspect the PROJECT to determine the date or dates of Substantial Completion and final completion. The ARCHITECT shall receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents, and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents. In the event the approved schedule for the PROJECT has been exceeded due to the fault of the Contractor, the ARCHITECT shall issue a written notice to the DISTRICT and the Contractor evaluating the cause of the delay(s) and shall advise the DISTRICT and the Contractor of the commencement of liquidated damages under the Contract between the DISTRICT and Contractor.

y. The ARCHITECT shall provide written evaluation of the Contractor's performance under the requirements of the Construction Documents when requested in writing by the DISTRICT. When the ARCHITECT has actual knowledge of any defects, errors, or deficiencies with respect to the Contractor's performance on the PROJECT, the ARCHITECT shall provide the DISTRICT and the Contractor with written notification of such defects, errors, or deficiencies.

z. The ARCHITECT shall:

(1) Review all requests for information ("RFI"), submittals, and substitution requests that are submitted by the Contractor in connection with the PROJECT;

(2) Determine the data criteria required to evaluate requests for substitutions; and

(3) Be responsible for ensuring that all RFI's, submittals and substitution requests by the Contractor are responded to not later than fourteen (14) days, or as soon as the circumstances require.

aa. The ARCHITECT shall be responsible for gathering information and processing forms required by any applicable governing agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, the County Health Department, the local building departments, local fire departments, the OPSC, and DSA, in a timely manner and ensure proper close-out of the PROJECT.

bb. The ARCHITECT shall obtain the DISTRICT's approval of all CCD's immediately following the request for such changes by the Contractor or upon any other circumstances necessitating a change. Furthermore, the ARCHITECT shall maintain a log of all CCD's, Change Directives, change orders or any other DISTRICT approved form documenting changes to the DSA approved Construction Documents (the "Changes Log"), including status, for the DISTRICT's review and approval. The ARCHITECT shall submit the Changes Log to the DISTRICT with its monthly invoice. Submission of the Changes Log is a requirement for payments to the ARCHITECT during the course of construction.

cc. The ARCHITECT shall evaluate and render written recommendations within a reasonable time on all claims, disputes, or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the Contract between the DISTRICT and the Contractor. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by the ARCHITECT.

dd. The ARCHITECT shall provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

ee. The ARCHITECT shall review the list of minor defects, deficiencies, and/or incomplete items (hereinafter the "Punch List") and the fully executed Verified Report (Form DSA-6) that are submitted to the DISTRICT by the Contractor when the Contractor considers the PROJECT to be Substantially Complete. The ARCHITECT shall inspect the PROJECT, in conjunction with the Contractor, in order to verify the Contractor's Punch List, add any other items to the Punch List and to confirm that Substantial Completion has been reached on the PROJECT. In the event the Contractor does not submit a fully executed Verified Report with its proposed Punch List, the ARCHITECT shall reject the Contractor's Punch List, in writing, as premature. If Substantial Completion of the PROJECT is verified

by the ARCHITECT and the required Verified Report has been submitted to the DISTRICT for review, the ARCHITECT shall finalize the Punch List and notify the Contractor in writing that all Punch List items must be corrected prior to acceptance of the PROJECT and final payment, and that all Punch List items must be completed within the duration set forth in the Contract between the DISTRICT and the Contractor. The DISTRICT shall also be notified in writing of all Punch List items identified by the ARCHITECT and the Contractor. The ARCHITECT shall notify the DISTRICT when all Punch List items have been corrected by the Contractor for the DISTRICT's final acceptance of the PROJECT and final payment. In the event the Contractor fails to correct any Punch List item(s) within the duration set forth in the Contract between the DISTRICT and the Contractor, the ARCHITECT shall inform the DISTRICT of such default and provide the DISTRICT with a reasonable valuation of the cost to correct each outstanding Punch List item for deduction from the Contractor's final payment and/or retention. For purposes of this AGREEMENT, "Substantial Completion" shall mean the following five (5) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and incomplete items on the Punch List; (2) playground structure, shade component, surface flooring and applicable safety signage have passed inspection by a certified "Playground Safety Audit Specialist" from "ASCIP".(3) PROJECT fit for intended student population use; and (4) DSA Form 152 Inspection Card requirements for the Project have been approved and signed off.

ff. Once the ARCHITECT has verified the Substantial Completion of the PROJECT, the ARCHITECT shall issue a Certificate of Substantial Completion to the Contractor and the DISTRICT. Upon the issuance of the Certificate of Substantial Completion, the ARCHITECT shall prepare and submit to DSA, Project Inspector and the DISTRICT a written Verified Report, on Form DSA 6AE, pursuant to Section 4-336 of Title 24 of the California Code of Regulations. The ARCHITECT shall also submit a signed Verified Report to DSA, Project Inspector and the DISTRICT upon any of the following events:

- (1) Work on the PROJECT is suspended for a period of more than one month;
- (2) The services of the ARCHITECT are terminated for any reason prior to the completion of the PROJECT;
- (3) DSA requests a Verified Report.

gg. The ARCHITECT and its consultants shall verify that all defective, deficient, or incomplete work identified in any Notice(s) of Deviation or similar notice(s) issued by the ARCHITECT, Project Inspector, Special Inspector(s), Laboratory of Record and/or any governmental agency or authority, is fully corrected and closed before the ARCHITECT approves any final Punch List by the Contractor. As part of the ARCHITECT's Basic Services under this Section, the ARCHITECT shall direct the applicable Inspectors, Special Inspectors, and/or engineers on the PROJECT to visually verify that each defective, deficient and/or incomplete item of work referenced in each

Notice of Deviation have been rectified and closed prior to the approval of the final Punch List and the issuance of any Certificate of Substantial Completion by the ARCHITECT. In the event the ARCHITECT and/or its consultants fail to verify that such work has been corrected by the Contractor before the ARCHITECT approves the final Punch-List and such work has in fact not been corrected, the ARCHITECT shall be responsible for performing all the architectural and/or engineering services necessary, at no additional cost to the DISTRICT, to ensure such open and outstanding items in the Notice(s) of Deviation are addressed accordingly and that all work related to such notices is corrected in a manner acceptable to the DISTRICT and DSA.

30. **Project Close-Out**

a. Within thirty (30) days after the completion of the PROJECT's construction and the ARCHITECT's receipt of as-built documents from the Contractor, ARCHITECT will review the as-built documents prepared by the Contractor and revise the record drawings and specifications so that they include all material changes made necessary by CCD's, Change Directives, change orders, RFI's, change order requests ("COR's"), Bulletins, clarifications as noted by the Contractor in its as-built documents and/or any other DISTRICT approved document which details the changes that were made to the DSA approved Construction Documents. The ARCHITECT shall incorporate such changes into a complete AutoCAD as-built file, in the original, executable, software format, and PDF files, and provide all such documents, including five (5) hard copies, to the DISTRICT at no additional cost. In the event the Contractor fails to provide its as-built documents within 30 days of the PROJECT's completion, the ARCHITECT shall notify the DISTRICT, in writing, of the Contractor's failure and recommend the appropriate withholding from the Contractor's final payment under the Contract with the DISTRICT.

b. The ARCHITECT shall assist the DISTRICT in securing the delivery of any and all applicable documents described in Sections c and d below, to DSA for review prior to issuance of a "Certificate of Completion." The ARCHITECT shall submit all documents prepared by, or in control of, the ARCHITECT to DSA without delay.

c. During the period the PROJECT is under construction, the ARCHITECT shall certify that the following documents have been submitted to DSA:

- (1) Addenda, deferred approvals and revisions;
- (2) Copies of the Project Inspector's semi-monthly reports;
- (3) Construction deviation notices;
- (4) Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT;
- (5) Special inspection reports;
- (6) Construction Change Directives;

(7) Copies of all the necessary PIC's which have been approved and signed off by the Project Inspector for the submission to and certification by DSA; and

(8) All other documents required to be submitted to DSA in accordance with Title 24 and the Construction Oversight Process Procedure set forth in DSA's PR 13-01.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to DSA by the responsible parties. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the delivery of the above documents to DSA.

d. Upon the completion of all construction, including all Punch List items, the ARCHITECT shall assist the DISTRICT in securing the delivery of the following documents to DSA:

(1) Copy of the Notice of Completion.

(2) Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, structural engineer, mechanical engineer, and electrical engineer.

(3) Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Project Inspector, and Special Inspector(s).

(4) Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.

(5) Weighmaster's Certificate (if required by approved drawings and specifications).

(6) Copies of the signature page of all Addenda as approved by DSA.

(7) Copies of the signature pages of all deferred approvals as approved by DSA.

(8) Copies of the signature pages of all Revisions as approved by DSA.

(9) Copies of the signature page of all applicable Construction Change Documents as approved by DSA.

(10) Verification by the Project Inspector that all items noted on any "Field Trip Notes" have been corrected.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above items are not promptly submitted to the ARCHITECT and/or the DISTRICT by the responsible parties for submittal to DSA. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the above documents for delivery to DSA.

ARTICLE III – ADDITIONAL ARCHITECT'S SERVICES

1. The ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control ("Additional Services"). The ARCHITECT shall obtain written authorization from the DISTRICT before rendering Additional Services. Compensation for all valid Additional Services shall be negotiated and approved in writing by the DISTRICT before such Additional Services are performed by the ARCHITECT. No compensation shall be paid to the ARCHITECT for any Additional Services that are not previously approved by the DISTRICT in writing. Additional Services may include:

a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules, or regulations subsequent to the preparation and completion of the Construction Documents;

b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT which are not the result of the direct or indirect negligence, errors, or omissions on the part of the ARCHITECT;

c. Providing consultation concerning the replacement of work damaged by fire and furnishing services required in connection with the replacement of such work;

d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors, or omissions of ARCHITECT;

e. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development Phase where segregation does not arise from ARCHITECT exceeding the estimated Budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an Additional Service subject to prior negotiation and written approval by the DISTRICT;

f. Providing contract administration services after the construction Contract time (including any applicable float as addressed in the General Conditions of the Construction Contract with Contractor) has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that of the Contractor, and liquidated damages are collected therefor. The ARCHITECT's compensation is expressly

conditioned on the lack of fault of the ARCHITECT and payment will be made upon collection of liquidated damages from the Contractor. Payment of the ARCHITECT shall be made from collected liquidated damages;

g. Providing BIM documents that exceeds LOD 200; and

h. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

2. If authorized in writing by the DISTRICT, the ARCHITECT shall provide one or more PROJECT representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT representative(s) shall be selected, employed, and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefor as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities, or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT.

ARTICLE IV - DISTRICT'S RESPONSIBILITIES

1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, and budget constraints, as well as any other criteria provided by the DISTRICT.

2. Prior to the Schematic Design Phase, the ARCHITECT shall prepare a current overall budget for the PROJECT which shall include the Construction Cost budget for the PROJECT. The overall budget shall be based upon the DISTRICT's objectives, schedule, budget constraints, and any other criteria that are provided to the ARCHITECT by the DISTRICT pursuant to Article IV, Section 1, above. The DISTRICT shall approve the Construction Cost budget prepared by the ARCHITECT pursuant to this Section and this shall be the "Budget" for the PROJECT as set forth in this AGREEMENT.

3. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.

4. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of the ARCHITECT's responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect, or investigate the PROJECT.

5. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.

6. The DISTRICT shall provide a topographical survey to the ARCHITECT upon request.

ARTICLE V - COST OF CONSTRUCTION

1. During the Schematic Design, Design Development, and Construction Document Phases, the ARCHITECT's estimates of Construction Cost shall be reconciled against the Budget approved by the DISTRICT pursuant to Article IV, Section 2.

2. The PROJECT's "Construction Cost," as used in this AGREEMENT, means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, which includes the total award from the initial construction Contract(s) plus the work covered by approved change orders and/or any alternates approved by the DISTRICT. The Construction Cost shall not include any costs that are not specifically referenced in this Article V, Section 2, as approved costs. Costs excluded from the Construction Cost include, but are not limited to, payments to the ARCHITECT or other DISTRICT consultants, costs of inspections, surveys, tests, and landscaping not included in PROJECT.

3. If the PROJECT is using the multiple-prime delivery method of construction, the Construction Manager's fees and/or general conditions will only be included in the total Construction Cost used to calculate the ARCHITECT's fee only if agreed upon in writing by the DISTRICT. Absent any written agreement, the Construction Manager's fees or general conditions shall not be included in the total Construction Cost used to calculate the ARCHITECT's fee.

4. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.

5. The Construction Cost shall be the acceptable estimate of Construction Costs to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.

6. Any Budget or fixed limit of Construction Cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

7. If the lowest bid received exceeds the Budget:

a. The DISTRICT may give written approval of an increase of such fixed limit and proceed with the construction of the PROJECT;

b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time;

c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Section 2;

d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages that will bring the PROJECT within the Budget; or

e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the Construction Cost.

8. If the DISTRICT chooses to proceed under Article V, Section 7(e), the ARCHITECT, without additional charge, agrees to redesign the PROJECT until the PROJECT is brought within the Budget set forth in this AGREEMENT. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed to in writing by the DISTRICT. Redesign means the redesign of the PROJECT, with all its component parts, to meet the Budget set forth in this AGREEMENT.

ARTICLE VI - ESTIMATE OF PROJECT CONSTRUCTION COSTS

1. Estimates referred to in Article II shall be prepared on a square foot/unit cost basis, or more detailed computation if deemed necessary by the DISTRICT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

2. The ARCHITECT shall prepare and review the ARCHITECT's estimates of Construction Cost at each phase of the ARCHITECT's services. The ARCHITECT shall provide the DISTRICT with a written evaluation of the estimates at each phase of the ARCHITECT's services. The ARCHITECT's written evaluations shall, among other things, evaluate how the estimates compare to the Budget. If such estimates are in excess of the Budget, the ARCHITECT shall revise the type or quality of construction to come within the Budget at no additional cost to the DISTRICT. The ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization.

3. The ARCHITECT, upon request of the DISTRICT, shall prepare a detailed estimate of Construction Costs at no additional cost.

ARTICLE VII - ARCHITECT'S DRAWINGS AND SPECIFICATIONS

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files, **BIM** files and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's consultants for this PROJECT, shall be and remain the property of the DISTRICT pursuant to Education Code section 17316 for the purposes of repair, maintenance, renovation, modernization, or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's consultant's documents enumerated above for the purposes of additions, alignments, or other development on the PROJECT site.

2. If DISTRICT intends to reuse ARCHITECT's plans, specifications, or other documents for a project or projects other than that which is the subject of this AGREEMENT, and for which the ARCHITECT is not the architect of record, a fee of three percent (3%) of the

Construction Costs shall be paid to the ARCHITECT for such reuse. In the event of such reuse or modification of the ARCHITECT's drawings, specification, or other documents by any person, firm, or legal entity, the DISTRICT agrees to indemnify, defend, and hold the ARCHITECT

harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses, including, but not limited to, reasonable attorneys' fees accruing to, or resulting from, any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons including, but not limited to, death arising out of such unauthorized use, reuse or modification of the ARCHITECT's drawings, specifications, or other documents. The DISTRICT further agrees to remove the names and seals of the ARCHITECT and the ARCHITECT's consultants from the title block and signature pages. The DISTRICT, however, may use the ARCHITECT's plans and documents as enumerated in this Article as reference documents for the purposes of additions, alignments, or other development on the PROJECT site. Prior to reuse of the ARCHITECT's documents for any project other than an addition, alignment, or other development on the PROJECT site, the DISTRICT agrees to notify the ARCHITECT in writing of such reuse.

ARTICLE VIII - TERMINATION

1. This AGREEMENT may be terminated by either PARTY upon thirty (30) days' written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of the ARCHITECT, or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports, up until the date of the abandonment or postponement, plus any sums due the ARCHITECT for Board approved Additional Services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs, shall be deducted from payments due the ARCHITECT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Section 4, below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been affected in the first instance. No other loss, cost, damage, expense, or liability may be claimed, requested, or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by the DISTRICT upon thirty (30) days' written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports, up until the date of notice of termination plus any sums due the ARCHITECT for Board-approved Additional Services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether

delivered to the DISTRICT or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this Section through 50% completion of the ARCHITECT's portion of the PROJECT and, if 50% completion is reached, payment of 3% of the unpaid balance of the contract to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, ARCHITECT's sole remedy shall be to dispute for legally binding arbitration within Los Angeles County, California court jurisdiction after the PROJECT has been completed. The ARCHITECT and DISTRICT will mutually/jointly select the arbitrator and all direct, indirect and necessary legal costs and expenses shall be equally borne by both parties regardless of the legally binding decision rendered in support of one party of this agreement.

ARTICLE IX - ACCOUNTING RECORDS OF THE ARCHITECT

1. Records of the ARCHITECT's direct personnel and reimbursable expenses pertaining to the services performed on this PROJECT and records of accounts between the DISTRICT and Contractor shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or his authorized representative at mutually convenient times.

ARTICLE X - COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT as follows: ARCHITECT's fees for orders are paid as approved by the DISTRICT's Board; including, but not limited to, those performing Additional Services related to change

- Schematic Design Phase: No more than 10% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
- Design Development Phase: No more than 15% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion

Construction Docs Phase	No more than 35% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
DSA Approval Phase:	No more than 5% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid upon DSA approval of the PROJECT including incorporation and approval of any back-check comments
Bidding Phase:	No more than 2% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
Construction Admin. Phase:	No more than 25% of the actual Architect Fee, as determined under Exhibit "A" to this AGREEMENT and the accepted bid, to be paid monthly based on actual level of completion
Project Close-Out Phase:	Balance of actual Architect Fee to be paid after the all the Project Close-Out Phase requirements set forth in Article II have been completed and the PROJECT is certified by DSA and the Notice of Completion has been recorded.

3. The ARCHITECT and its consultants shall maintain time sheets detailing information including, but not limited to, the name of the employee, date, a description of the task performed in sufficient detail to allow the DISTRICT to determine the services provided, and the time spent for each task. The DISTRICT and ARCHITECT may otherwise mutually agree, in writing, on alternative types of information and levels of detail that may be provided by the ARCHITECT and its consultants pursuant to this Article X.

4. The ARCHITECT shall invoice all fees and/or costs monthly for the Basic Services that are provided in accordance with this AGREEMENT from the time the ARCHITECT begins work on the PROJECT. The ARCHITECT shall submit one (1) invoice monthly to the DISTRICT detailing all the fees associated with the applicable progress to completion percentage, reimbursable expenses (if any), and Additional Services (if any) incurred for the monthly billing period. Invoices requesting reimbursement for expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g., receipts, invoices), including a copy of the DISTRICT's authorization notice for the invoiced item(s), if applicable. Invoices requesting payment for Additional Services must reflect the negotiated compensation previously approved by the DISTRICT and include a copy of the DISTRICT's written authorization notice approving the Additional Services and the additional compensation approved by the DISTRICT. No payments will be made by the DISTRICT to the ARCHITECT for monthly invoices requesting reimbursable expenses or Additional Services absent the prior written authorization of the DISTRICT. The DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services or reimbursable expenses and no claim by the ARCHITECT for additional compensation related to Additional Services or reimbursable expenses shall be valid absent such prior written approval by the DISTRICT.

5. When ARCHITECT's Fee is based on a percentage of Construction Cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable, to the extent actual services are performed, in accordance with the schedule set forth in Article X, Section 2, above, based on the lowest responsive bid price.

6. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be negotiated and subject to the prior written approval of the DISTRICT. Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor-caused delays.

ARTICLE XI - REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the ARCHITECT at one and one-tenth (1.1) times the expenses incurred by the ARCHITECT, the ARCHITECT's employees and consultants for the following specified items:

a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT which includes all the sets of the Construction Documents and all progress prints; and

b. Approved agency fees.

2. Approved reimbursable expenses are estimated to be twenty-five hundred Dollars (\$2500.00) and this amount shall not be exceeded without the prior written approval of the DISTRICT.

3. Reimbursable Expenses shall not include the following specified items or any other item not specifically identified in Article XI, Section 1 above:

a. Travel expenses;

b. Check prints;

c. Prints or plans or specifications made for ARCHITECT's consultants and all progress prints;

d. Preliminary plans and specifications;

e. ARCHITECT's consultants' reimbursables;

f. Models or mock-ups; and

g. Meetings with Cities, planning officials, fire departments, DSA, State Allocation Board or other public agencies.

4. The DISTRICT's prior written authorization is an express condition precedent to any reimbursement to ARCHITECT of such costs and expenses for items not included in Article XI, Section 1 above as an allowable reimbursable expense, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by DISTRICT.

Payment for these reimbursable expenses shall be made as set forth in Article X.

ARTICLE XII - EMPLOYEES AND CONSULTANTS

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the consultant services necessary to complete the PROJECT including, but not limited to: playground equipment distributors, playground equipment installers, playground floor surface vendors, landscape architects; surveyors of various types: structural, civil mechanical, electrical and plumbing, stormwater/drainage engineers; and any other necessary design professionals and/ or consultants as determined by the ARCHITECT and acceptable to the DISTRICT. All consultant services shall be provided at the ARCHITECT's sole expense. The ARCHITECT shall be responsible for the coordination and cooperation of all architects, engineers, experts or other consultants employed by the ARCHITECT. The ARCHITECT shall ensure that its engineers and/or other consultants file the required Interim Verified Reports, Verified Report and other documents that are necessary for the PROJECT's timely inspection and close-out as required by the applicable governmental agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, DSA. The ARCHITECT shall ensure that its engineers and consultants observe the construction of the PROJECT during the course of construction, at no additional cost to the DISTRICT, to maintain such personal contact with the PROJECT as is necessary to assure such engineers and consultants that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so such engineers and consultants can verify that the work does or does not comply with the DSA approved Construction Documents, whichever is greater).

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultants and/or consultant firms proposed for the PROJECT. The ARCHITECT shall notify the DISTRICT of the identity of all design professionals and/or consultants in sufficient time prior to their commencement of services to allow the DISTRICT a reasonable opportunity to review their qualifications and object to their participation on the PROJECT if necessary. The ARCHITECT shall not assign or permit the assignment of any design professionals, engineers, or other consultants to the PROJECT to which DISTRICT has a reasonable objection. Approved design professionals and/or consultants shall not be changed without the prior written consent of the DISTRICT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any consultants employed by the ARCHITECTS under the terms of this AGREEMENT.

3. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT, then that individual shall be replaced with an acceptable competent person at the DISTRICT's request.

4. The construction administrator or field representative assigned to the PROJECT by the ARCHITECT shall be licensed as a California Architect and able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile, and through correspondence, design direction and decisions when the construction administrator is not at the site.

ARTICLE XIII - MISCELLANEOUS

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions, and decisions made between or among the DISTRICT, ARCHITECT, and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT.

2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold the DISTRICT harmless from all liability arising out of:

a. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT; and

b. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify, defend and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents, or independent Architects who are directly employed by the DISTRICT. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section c below) that may be brought or instituted against the DISTRICT, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof. Any costs to defend under this Section b shall not exceed the ARCHITECT's proportionate percentage of fault; and

c. Professional Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the ARCHITECT's obligation to indemnify for acts of professional negligence, such obligation does not

include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT, and such fees and costs shall not exceed the ARCHITECT's proportionate percentage of fault.

d. The PARTIES understand and agree that Article XIII, Section 2, of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and the ARCHITECT related to the PROJECT. Any other indemnity that is attached to this AGREEMENT as part of any EXHIBIT shall be void and unenforceable between the PARTIES.

e. Any attempt to limit the ARCHITECT's liability to the DISTRICT in any of the exhibits or attachments to this AGREEMENT shall be void and unenforceable between the PARTIES.

3. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California and acceptable to DISTRICT, which will protect ARCHITECT and DISTRICT from claims which may arise out of, or result from, ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subconsultant, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general and auto liability insurance, with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned, and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000.00) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Section. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ARCHITECT, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required under Article XIII, Section 3(b), above, shall name the DISTRICT and its officers, agents, and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation, except for ten (10) days' written notice for nonpayment; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, cancellation, or failure to renew or make payment, each policy. Prior to commencing work, the ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the ARCHITECT fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of, and for the account of, ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that the ARCHITECT subcontracts any portion of the ARCHITECT's duties, the ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII, Sections 3(a), (b), (c) and (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence. The ARCHITECT shall not subcontract any portion of the ARCHITECT's duties under this AGREEMENT without the DISTRICT's prior written approval. Specification processing consultants are the only subcontractors exempt from maintaining professional liability insurance.

g. All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the PROJECT governed by this particular AGREEMENT. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other projects of the ARCHITECT.

4. The ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. The ARCHITECT understands and agrees that the ARCHITECT and all of the ARCHITECT's employees shall not be considered officers, employees, or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled including, but not limited to, State Unemployment Compensation or Workers' Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of the ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. The ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security, and income taxes for the respective employees of the ARCHITECT.

5. Notices. All notices or demands to be given under this AGREEMENT by either PARTY to the other shall be in writing and given either by: (a) personal service; or (b) U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either PARTY may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

DISTRICT:

Monrovia Unified School District
325 E. Huntington Drive
Monrovia, CA 91016
Attn: Dana Smith, Asst. Superintendent
Business Services

Email: dsmith@monroviaschools.net

ARCHITECT:

WestGroup Designs, Inc.
195 W. Jamboree Rd., Ste 100
Irvine, CA 92612
Attn: David Smith, Principal

davids@westgroupdesigns.com

6. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using tobacco products (smoking, chewing, etc.) on DISTRICT property at all times.

7. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using profanity on DISTRICT property including, but not limited to, all school sites and this prohibition shall include, but is not limited to, all racial, ethnic and/or sexual slurs or comments which could be considered harassment.

8. Appropriate dress by the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, is mandatory. Therefore, tank tops, cut-offs and shorts shall not be allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as set forth above in Section above.

9. During the entire term of this AGREEMENT, the ARCHITECT, if applicable, shall fully comply with the provision of Education Code section 45125.1 (Fingerprint Requirements) when it is determined that the ARCHITECT will have contact with the DISTRICT's pupils while performing any services under this AGREEMENT.

10. Nothing contained in this AGREEMENT shall create a contractual relationship with, or a cause of action in favor of, any third party against either the DISTRICT or ARCHITECT.

11. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns, and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.

12. This AGREEMENT shall be governed by the laws of the State of California.

13. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

14. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorneys' fees.

15. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase, or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

16. The ARCHITECT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

17. In accordance with Education Code section 17604, this AGREEMENT is not valid, binding, or an enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board, duly passed and adopted.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

The PARTIES, through their authorized representatives, have executed this AGREEMENT
As of the day and year first written above.

ARCHITECT:

DISTRICT:

WBSGROUP DESIGNS, INC.

Monrovia Unified School District

By: 
DAVID J. SMITH
Its: PRINCIPAL

By: _____
Ryan D. Smith

Its: _____
Superintendent

EXHIBIT "A"

ARCHITECT'S FEE SCHEDULE (for New Construction*,)**

1. Nine percent (9%) of the first five hundred thousand dollars (\$500,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$45,000.00)
2. Eight and one-half percent (8 1/2%) of the next five hundred thousand dollars (\$500,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$42,500.00)
3. Eight percent (8%) of the next one million dollars (\$1,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$80,000.00)
4. Seven percent (7%) of the next four million dollars (\$4,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$280,000.00)
5. Six percent (6%) of the next four million dollars (\$4,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$240,000.00)
6. Five percent (5%) of the PROJECT's Computed Cost, as defined herein Exhibit "A," in excess of ten million dollars (\$10,000,000.00).

*Computed Cost: The Computed Cost shall be the acceptable estimate of Construction Cost to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the total award from the initial construction contract(s), plus the cost of all approved additive contract change orders, with the exception of items resulting from errors and omissions on the part of the ARCHITECT.

EXHIBIT "A" (cont.)

**ARCHITECT'S FEE SCHEDULE
(for Reconstruction/Modernization*)**

1. Twelve percent (12%) of the first five hundred thousand dollars (\$500,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$60,000.00)
2. Eleven and one-half percent (11 1/2%) of the next five hundred thousand dollars (\$500,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$57,500.00)
3. Eleven percent (11%) of the next one million dollars (\$1,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$110,000.00)
4. Ten percent (10%) of the next four million dollars (\$4,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$400,000.00)
5. Nine percent (9%) of the next four million dollars (\$4,000,000.00) of Computed Cost. (Maximum of \$360,000.00)
6. Eight percent (8%) of the PROJECT's Computed Cost, as defined herein Exhibit "A," in excess of ten million dollars (\$10,000,000.00).

*Computed Cost: The Computed Cost shall be the acceptable estimate of Construction Cost to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the total award from the initial construction contract(s), plus the cost of all approved additive contract change orders, with the exception of items resulting from errors and omissions on the part of the ARCHITECT.

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

8. 22/23-2017 - PURCHASE AGREEMENT WITH ADVOCATES FOR HEALTHY LIVING

RECOMMENDATION

The Board of Education is requested to approve a purchase agreement with Advocates for Healthy Living (AFHL) to provide Farm Fresh Produce for our child nutrition program.

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

Rationale:

Approval of this agreement will allow the Food Services Department to provide farm fresh produce and enhance the Food Services healthy meals initiatives for our students.

Background:

Nutrition Network/Champion for Change, a former MUSD Nutrition Education Grant funded program used AFHL to enhance the Harvest of the Month that exposed our student population and their parents to a monthly selected fruit or vegetable fun facts, preparation tips, tastings, and parent education. In 2011, the Food Service Department also partnered with the AFHL program to expand the offerings to our school meal service customers. AFHL has been a District's produce resource since 2010. During the 2021-22 school year, AFHL provided \$43,421 in produce products. The company provides great customer service and high-quality farm fresh produce with comparable prices. The District would like to continue to use this vendor for the 2022-23 school year.

Budget Implication (\$ Amount):

Total anticipated costs for this agreement is \$50,000, and will be paid from Food Services funds.

Legal References:

Education Code 42647 states that the Board of Education shall approve all purchase and payment.

Additional Information:

A copy of the agreement is attached.

ATTACHMENTS

- [Agreement between MUSD and Advocates For Healthy Living SY 22-23 072020221345.pdf](#)

Advocates for Healthy Living Inc
300 E Bonita Ave. #262
San Dimas, CA 91773
626-593-9254

July 6, 2022

Kenneth W. Singleton MBA
Food Service Director
Monrovia Unified School District
325 E. Huntington Drive
Monrovia, CA 91016

Mr. Singleton,

We very much would appreciate continuing our vendor relationship for the following 2022-2023 school year. We will continue to provide you with the highest quality produce at market prices. We strive to bring you farm produce as local as possible while maintaining our high standards of quality. We also provide access to other fruits and vegetables that may be needed year round. To place produce orders, please email maurice@afhl.org or call me at 626-354-2962.

Our mailing address is PO Box 262, San Dimas, CA 91773.

Sign and return this agreement if this is acceptable.

Agreed by:



Advocates for Healthy Living, Inc.
Maurice Cuellar
President

Agreed by:

Monrovia Unified School District
Ryan D. Smith, Ed.D.
Superintendent of Schools

Advocates for Healthy Living Inc
300 E Bonita Ave. #262
San Dimas, CA 91773
626-593-9254

Current Pricing as of July 2022

Apples - Mini, Case	\$40
Grapes - Red, Case	\$35
Oranges - Mandarin, Case	\$35
Oranges - Valencia, Case	\$25
Nectarine, Case	\$35
Peach, Case	\$35
Pears, Case	\$35
Plum, - Red, Case	\$35
Strawberry, Flat	\$35
Watermelon, Each	\$8

Advocates for Healthy Living, Inc. - a non-profit organization 501(c)(3)

Projects under development by
Advocates for Healthy Living, Inc.

Donate



Wednesdays (April - September)

San Dimas Farmers Market

Located in San Dimas Civic Center. 245 E. Bonita Ave,
San Dimas, CA

Information line: 909-581-4744

Website: <http://www.sandimasfarmersmarket.com>

- [Farm to School Videos](#)
- Farm to School Distributor
- Local Tasting Trios
- School Salad Bar Program (K-12)
- School Gardens
- Nutritional Education
- Food Bank Support



Fresh Produce / Great Food / Live Music Weekly

Advocates for Healthy Living, Inc. is a San Dimas based non-profit.

Our mission is to educate the general public about the benefits of a healthy lifestyle including, but not limited to, healthy eating, exercise and community gatherings through organizing and/or operating farmers' markets, community gardens, community events, or otherwise.

142 E Bonita Ave #136, San Dimas, CA 91773

626-593-9254



**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**

200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050

(714) 966-4000

FAX (714) 432-1916

www.ocde.us

AL MIJARES, Ph.D.
County Superintendent
of Schools

April 30, 2015

To Whom It May Concern:

Advocates for Healthy Living (AFHL) is a reliable, professional organization that has supported our Harvest of the Month program since 2013. They ensure there is a connection between the students and the farm fresh produce and other food sources. In addition to offering healthy and delicious local fruits and vegetables, they also include postcards with fun facts about the produce, the farm, and the farmer.

Mauricio Cuellar has been both generous and compassionate. He has also offered to provide field trips to our students to allow them to visit the farms. Our students are predominately low income and many have never been outside their own neighborhoods. In this short time, we have evidence that their efforts are changing our students' attitudes about food. Their staff has provided fruit and vegetables that some of our students have never tasted, such as, dried fruit, different varieties of citrus, and various cabbages.

For our students, every delivery from AFHL creates an adventure. We are broadening our students' world views with each new experience. We look forward to working with AFHL in the following school year and hope that this organization receives additional funding to enable them to expand their reach.

Respectfully,

Arthur A. Cummins, Ed.D.
Center for Healthy Kids & Schools
Administrator, OCDE

AC:kn

**ORANGE COUNTY
BOARD OF EDUCATION**

JOHN W. BEDELL, PH.D.

DAVID L. BOYD

ROBERT M. HAMMOND

ELIZABETH PARKER

KEN L. WILLIAMS, D.O.



A Great Place to Learn!

**ANAHEIM
CITY
SCHOOL
DISTRICT**

SUPERINTENDENT
Linda Wagner, Ed.D.

^

BOARD OF EDUCATION

Jeff Cole
Jackie Filbeck
Bob Gardner
D.R. Heywood
Ryan A. Ruelas

April 29, 2015

To Whom It May Concern:

It is my pleasure to write this letter on behalf of Advocates for Healthy Living as they endeavor to expand their reach to positively influence student health in Orange County. The Anaheim City School District has enjoyed a three year relationship with Advocates for a Healthy Living in conjunction with our Harvest of the Month activities. We have found this organization to be dependable and collaborative. Their focus on ensuring that students understand and experience the connection with the farm by providing organic produce in whole form was most beneficial to assisting us in instilling healthy eating habits in our students.

Through our three year partnership with AFHL, countless low income inner-city students were provided the opportunity to visit apple orchards and experience farm life first hand. The impact that these simple field trips and opportunities to see and taste whole foods had on our students' understanding of what it means to make healthy food choices was tremendous. AFHL boosted our Harvest of the Month efforts by providing new and different fruit and vegetable varieties from local farmers to expand our student's awareness and experiences.

As long time collaborators with AFHL, I strongly support the expansion of their efforts through the attainment of additional grant funding so that they may continue their work to positively impact students' nutrition education.

Sincerely,

Leslie Coghlan

1001 S. East Street
Anaheim, CA 92805-5749

^

Phone: 714-517-7500
Fax: 714-517-8538

^

www.acsd.k12.ca.us

Tenerelli Orchards
35745 82nd St East
Littlerock, CA 93543

TO WHOM IT MAY CONCERN:

We have worked with Advocates for Healthy Living since 2009. It's been a pleasure dealing with this organization. They are professional, compassionate, and have shown enormous commitment to the farm to school movement as well as the promotion of local farm produce.

We have found that AFHL goes out of its way to encourage and support local farmers. On countless occasions, we have attended the farmers' market that they operate and found it to be a positive experience. The market is well appointed and well organized.

Their staff have always made us feel that they truly care about our farm and our livelihood. While we normally do not sell wholesale, we do make an exception when dealing with Advocates. They always pay fair prices for our fruit which makes it possible to pay our workers living wages. I look forward to working with them in the near future on promoting their farm to school program.

Sincerely,

A handwritten signature in cursive script that reads "John Tenerelli".

John Tenerelli
Owner, Tenerelli Farms

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

9. 22/23-2018 - SERVICE AGREEMENT WITH DOCUSIGN

RECOMMENDATION

The Board of Education is requested to approve an agreement with DocuSign for e-signature services.

Motion by _____, seconded by _____ Vote _____

Board Member Travanti ____, Board Member Hammond ____, Board Member Anderson ____,

Board Member Gholar ____, Board President Lockerbie _____

Rationale:

The Business Services, Human Resources, Special Education and Superintendents departments process thousands of paper documents. Districtwide processes are outdated and inefficient due to the time it takes to generate, send, and sign forms and documents.

Background:

DocuSign is the premier e-signature forms expert. DocuSign solutions can help with: Quick completion – 53% of DocuSign envelopes are completed within 15 minutes of sending, 82% within 24 hours (no more lost mail), DocuSign is HIPPA, FERPA and Federal government compliant for use with Special Education forms such as student IEPs. DocuSign allows for bulk sending, which will allow Human Resources to send out annual notifications to all employees in one easy step. DocuSign e-signatures are legally binding and are used by the Federal government, the largest banks and companies globally and DocuSign is used in 180 countries around the world. E-signatures are considered more robust than traditional wet signatures in courts around the world. DocuSign offers Envelope subscription inclusive of envelopes, DocuSign University, DocuSign Premier Support, DocuSign Adoption Consulting, and unlimited users & administrators. DocuSign is currently utilized by neighboring districts: Arcadia Unified School District, Alhambra Unified School District, Mountain View School District, Garvey School District, West Covina Unified School District, Bonita Unified School District, Los Angeles Unified School District, Whittier Union High School District, La Canada Unified School District, Glendale Unified School District and South Pasadena Unified School District.

Budget Implication (\$ Amount):

Total cost for this agreement is \$16,684 and will be from the 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 2018\(b\) Service Agreement with DocuSign 7-27-22.pdf](#)



DocuSign, Inc.
221 Main Street, Suite 1550
San Francisco, CA 94105

Offer Valid Through: Aug 15, 2022

Prepared By: Ashley Bolanos
Quote Number: Q-00834382

ORDER FORM

Address Information

Bill To:

Monrovia Unified School District
325 E Huntington Dr,
Monrovia, CA, 91016
United States

Ship To:

Monrovia Unified School District
325 E Huntington Dr,
Monrovia, CA, 91016
United States

Billing Contact Name:

Dana Smith

Billing Email Address:

dsmith@monroviaschools.net

Billing Phone:

(626) 471-2050

Shipping Contact Name:

Dana Smith

Shipping Email Address:

dsmith@monroviaschools.net

Shipping Phone:

(626) 471-2050

Order Details

Order Start Date: Aug 15, 2022

Order End Date: Aug 14, 2023

Billing Frequency: Annual

Payment Method: Check

Payment Terms: Net 30

Currency: USD

Products

Product Name	Start Date	End Date	Quantity	List Price	Discount %	Net Price
eSignature Business Pro Edition - Envelope Subs.	Aug 15, 2022	Aug 14, 2023	5,000	\$24,000.00	41.00%	\$14,160.00
Premier Support	Aug 15, 2022	Aug 14, 2023	1	\$2,124.00	0	\$2,124.00
Onboarding Services Lite	Aug 15, 2022	Nov 13, 2022	1	\$500.00	20.00%	\$400.00

Grand Total: \$16,684.00

Product Details

eSignature Envelope Allowance: 5,000

Overage/Usage Fees

eSignature Business Pro Edition - Envelope Subs. (Per Transaction): \$5.80

Order Special Terms

Terms & Conditions

This Order Form is governed by the terms Master Services Agreement available online at: <https://www.docusign.com/company/terms-and-conditions/msa> and the applicable Service Schedule(s) and Attachments for the DocuSign Services described herein available online at <https://www.docusign.com/company/terms-and-conditions/msa-service-schedules>.

Onboarding Services Lite will expire if not used within 90 days of the product start date.

Billing Information

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final Invoice.

Is the contracting entity exempt from sales tax?

Please select Yes or No:

If yes, please send the required tax exemption documents immediately to taxexempt@docusign.com.

Invoices for this order will be emailed automatically from invoicing@docusign.com. Please make sure this email is on an approved setting or safe senders list so notifications do not go to a junk folder or caught in a spam filter.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

Please select Yes or No:

If yes, please complete the following:

PO Number:

PO Amount: \$

By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Order Form and any documents incorporated herein.

Monrovia Unified School District

DocuSign, Inc.

Signature:

Signature:

Name: Ryan D. Smith

Name:

Job Title: Superintendent

Job Title:

Date:

Date:

Top 10 reasons schools choose DocuSign

1/ Education industry leader

Today, DocuSign eSignature is the world leader in digital signature collection, trusted by hundreds of millions of users to manage agreement signatures. Particularly in education, DocuSign has been established as the gold standard, utilized by 17 of the top 20 U.S. higher education institutions and 400+ K12 schools. With DocuSign eSignature technology, education ecosystems can simplify operations and deliver a better experience to students, parents and staff members.

2/ Faster processes, lower costs

Simplify the agreement processes at the core of student, teacher and staff operations. DocuSign education customers reduce time spent on manual paperwork and minimize room for human error, resulting in a 94% error rate reduction and an average savings of \$36 per agreement. On top of that, up to 82% of agreements are completed in less than a day, including 50% in less than 15 minutes.

3/ Exceptional experience for all users

The tools used in modern education are evolving to an interconnected online experience. Enriching the classrooms with cutting-edge technology gives students and teachers a better educational experience. The same improvements can be made to the way agreements and paperwork are managed, improving the experience for students, teachers and staff. There's no reason that paperwork related to education should be more painful than the streamlined experiences users are having in other industries.

4/ Extensibility

A faster, more efficient way of managing agreements scales across an extremely wide range of agreements. It improves the application and administrative process for students, accelerates onboarding of new teachers, simplifies permission slips for parents of K12 students, streamlines vendor relationships and a lot more. With the quantity and variety of contracts that are required to make an education system operate smoothly, an upgrade to the agreement process has a far-reaching impact.

Schools using DocuSign

THE
SEVEN
HILLS
SCHOOL



KIPP SoCal
PUBLIC SCHOOLS

 Breck



Results since 2003

20B

sheets of paper saved

2.5M

trees preserved

5/ Easy to implement

Most schools are extremely busy during the school year and only have a few months to make necessary systemwide upgrades. Implementing DocuSign eSignature doesn't require any school to dedicate resources from an IT department. With more than 350 prebuilt integrations, DocuSign fits perfectly with the technology systems already in place, which lowers the total cost of implementation and speeds up the time to results. For any school that wants professional assistance with their setup, DocuSign offers customer success resources and other services to execute a painless implementation.

6/ Certified performance

DocuSign has earned all of the certifications and credentials an education facility could want in a technology partner. That includes safe and secure handling of credit card holder information (PCI DSS), adherence to requirements of the Cloud Security Alliance Security Trust Assurance and Risk program (CSA STAR) and the highest level of global information security assurance available (ISO 27001:2013). DocuSign complies with SOC 1 Type 2, SOC 2 Type 2 reporting requirements established by the American Institute of Certified Public Accountants.

7/ Robust partner ecosystem

Most education institutions already have preferred systems in place. DocuSign doesn't require any school to replace those systems. Instead, it integrates with them to create a seamless experience. For any team already using Salesforce, Workday, Google or Microsoft technology, DocuSign can be added to that technology stack to empower those solutions with new agreement capabilities. That connectivity is an easy way to get more business value out of existing tools.

8/ Industry-leading product innovation

With DocuSign, this system of agreement has never been simpler. Registration forms, permission slips, and other agreements can be prepared from reusable templates and sent to any number of required signers in the appropriate order, with custom permissions and roles after signature. Signatures can be made anytime from anywhere on practically any device. For any document, DocuSign gives schools complete transparency and control over which users have responsibilities at every step of the agreement process.

9/ High availability

Modern organizations need access to their systems at all times. Continuous availability is a must for any system connected to business-critical agreements. The DocuSign technology architecture has delivered 99.99% platform availability over the past 24 months, regardless of the time of year, day of the week, time zone or country.

10/ Easy on the environment

One of our core company values is a commitment to preserving natural resources. Going digital with your agreement process will help replace printing, faxing, scanning and overnighting paper documents. The digital agreement process is faster, more efficient and cheaper than traditional paper-based documentation. It's also an easy way to delight students, teachers and staff with an easy-to-use electronic solution for signing, sending and managing documents. Your organization can save time and money while also working to save precious natural resources.

About DocuSign

DocuSign helps organizations connect and automate how they prepare, sign, act on, and manage agreements. As part of the DocuSign Agreement Cloud, DocuSign offers eSignature: the world's #1 way to sign electronically on practically any device, from almost anywhere, at any time. Today, more than 500,000 customers and hundreds of millions of users in over 180 countries use DocuSign to accelerate the process of doing business and to simplify people's lives.

DocuSign, Inc.

221 Main Street, Suite 1550
San Francisco, CA 94105

[docusign.com](https://www.docusign.com)

For more information

sales@docusign.com
+1-877-720-2040

Agreements are the Foundation of Education

STUDENT FACING FORMS

- Athletic Approvals
- Nutrition Applications
- Health Forms
- Immunization Approvals
- Field Trip Forms
- Handbook Acknowledgements
- Entity contract letter
- Certificate of interested parties

SPECIAL EDUCATION

- IEPs
- Impairment Certifications
- Early Childhood Developmental Delay Worksheets
- SLD Paperwork
- Observation Paperwork
- Seat Time Waivers
- Release of Information
- Transportation Plan
- Medication Sheet

EXTENDED STUDENT SERVICES

- Enrollment Applications
- Sports and Activity Requests
- Independent Contractor Agreements
- CPR Certification
- Summer Program Packets
- Transportation Approvals

STUDENT SUPPORT SERVICES

- Mental Health Evaluations
- Grant Applications
- Bullying Incident Forms
- Threat Assessment Forms
- Mutual Action Plans
- FERPA Release Form
- HIPAA Authorization Information Release
- Summer Session Applications

SCHOOL LEVEL FORMS

- Athletics
- Library
- Student Activities
- Parking Passes
- Discipline Forms
- College Application and Readiness Support
- Sustainability Action Programs
- Transportation
- Community Support
- Safety & Emergency Plans

FRONT OFFICE

BACK OFFICE

HUMAN RESOURCES

- Offer Letters
- New Hire Paperwork
- Candidate NDA
- On/Off-boarding Agreements
- Employee Policy Agreements
- Performance Appraisal
- Compensation Plans
- Time sheets
- PTO management

PROCUREMENT

- Master Service Agreements
- Purchase Orders
- Statements of Work
- RFP/RFQ/RFI Sign Off
- Vendor Contracts
- Supplier Compliance
- Service Level Agreements
- Software License Agreements

FINANCE

- Invoice Processing;
- Expense Processing
- Travel Reimbursement
- Audit Sign Off
- Policy Management
- Asset Transfer/Retirement
- Grant Applications
- Inventory Sign Off

LEGAL & COMPLIANCE

- NDAs
- Contract Management
- Internal Compliance
- Licensing Agreements
- FERPA compliance
- Memoranda of Understanding
- ADA compliance
- FLSA compliance

IT/OPERATIONS

- Asset Tracking
- Change Requests
- Requirements Sign Off
- Access Management
- Incident Reporting
- Production Change Authorization
- Maintenance Authorization
- Real Estate Approvals

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

10. 22/23-3005 - MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN MONROVIA TEACHERS ASSOCIATION (MTA) AND MONROVIA UNIFIED SCHOOL DISTRICT, CERTIFICATED SUBSTITUTE PAY RATE ADJUSTMENTS

RECOMMENDATION

The Board of education is requested to approve a Memorandum of Understanding (MOU) between the Monrovia Teachers Association (MTA) and Monrovia Unified School District for certificated substitute pay rate adjustments.

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

Rationale:

The extension of this MOU will allow Monrovia to continue to remain competitive with the pool of substitute teachers in the surrounding area. It is recommended to continue with the rates from last school year : \$190 per day, \$205 daily for those that have worked 60 cumulative days, and increase the long-term certificated substitute pay rate to \$220, which will also be applicable to MUSD retirees for the 2022-232 school year.

Budget Implication (\$ Amount):

An increase in daily substitute rates to \$190, and the long-term rates to \$220, is projected to impact COVID-19 funding by \$325,000.

Legal References:

Education Code Section 45022.

Additional Information:

A copy of the MOU is attached.

ATTACHMENTS

- [MTA_Sub_pay_for_2022-2023 Signed.pdf](#)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE MONROVIA UNIFIED SCHOOL DISTRICT
AND THE MONROVIA TEACHERS ASSOCIATION**

This Memorandum of Understanding (MOU) is entered between Monrovia Unified School District (District) and the Monrovia Teachers Association (MTA), collectively "the Parties" regarding recruitment and retention of substitutes working in the District during the 2022-2023 school year.

The District will pay assigned substitutes who work in the District during the 2022-2023 school year the following rates:

Daily rate: \$190.00

Loyalty rate: \$205.00

Long term rate: \$220.00

MUSD retired teacher rate: \$220.00

This MOU expires on June 30, 2023, unless the Parties mutually agree to extend it. The Parties agree to meet on or before June 30, 2023 to determine whether any of the provisions of this MOU should be extended for the 2023-2024 school year.

Agreed and signed:

Randy Medina

Randy Medina
President
Monrovia Teachers Association



Greg Puccia Ed. D.
Assistant Superintendent
Human Resources

Date: 07 / 18 / 2022

Date: 07 / 18 / 2022

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

11. 22/23-5014- AMENDMENT NO.1 TO SUPERINTENDENT EMPLOYMENT CONTRACT

RECOMMENDATION

The Board of Education is requested to approve amendment No.1 to the employment contract for the Superintendent of Monrovia Unified School District, extending the term of the original contract one (1) additional year until June 30, 2026.

Motion by _____, seconded by _____ Vote _____

Board Member Travanti ____, Board Member Hammond ____, Board Member Anderson ____,

Board Member Gholar ____, Board President Lockerbie _____

Rationale:

Dr. Ryan D. Smith was employed as Superintendent of Monrovia Unified School District on May 26, 2021. Upon the successful completion of his annual superintendent evaluation, the Board of Education decided to extend the terms of his original contract one (1) additional year until June 30, 2026.

Additional Information:

A copy of the first amendment is attached.

ATTACHMENTS

- [First Amend. to Supt. Employ Contract - 072722.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
FIRST AMENDMENT TO THE
EMPLOYMENT AGREEMENT FOR SUPERINTENDENT

July 27, 2022

The Board of Education hereby affirms and amends the contract of employment for Superintendent, Dr. Ryan Smith, maintaining all terms of the agreement as specified in the employment contract of May 2021, except as follows:

1. Section 1, "TERM," shall be modified to read, "The Board hereby employs the Superintendent for the period from July 1, 2022, through June 30, 2026, unless otherwise extended. During all periods of employment under this Agreement, and any amendment(s) hereto, the Superintendent shall maintain a valid and appropriate certificate to act as Superintendent of Schools."
2. Section 14, "EVALUATION," subsection (a), shall be modified to read, "The Board shall annually evaluate the performance of the Superintendent by June 30."
3. Section 14, "EVALUATION", subsection (b), shall be modified to read, "By September 30 annually, the Board shall set annual objectives for the performance of the Superintendent."

Except as modified herein, the May 2021 employment contract between the Superintendent and the District shall remain in full force and effect.

IN WITNESS WHEREOF, we affix our signatures to this Agreement consisting of 2 typewritten pages as the full and complete first amendment to the employment contract of the parties.

Signed and dated this 27th day of July 2022.

BOARD OF EDUCATION OF THE MONROVIA UNIFIED SCHOOL DISTRICT

Selene Lockerbie, President

Rob Hammond, Member

Traci Gholar, Vice President

Maritza Travanti, Member

Jennifer Anderson, Board Clerk

Acceptance:

I hereby accept this amended offer of employment and agree to comply fully with each and every condition thereof, and to fulfill faithfully all of the duties of employment as Superintendent of the Monrovia Unified School District.

By: _____ Date
Dr. Ryan Smith
Superintendent
Monrovia Unified School District

Agenda Item Details

Meeting Date: 2022-07-27 18:30:00

AGENDA ITEM TITLE:

12. 22/23-5015- AMENDMENT NO.2 TO SUPERINTENDENT EMPLOYMENT CONTRACT

RECOMMENDATION

The Board of Education is requested to approve amendment No.2 to the employment contract for the Superintendent of Monrovia Unified School District, amending section 14 of the original contract.

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

Rationale:

Dr. Ryan D. Smith was employed as Superintendent of Monrovia Unified School District on May 26, 2021. Upon the successful completion of his annual superintendent evaluation, the Board of Education decided to extend the terms of his original contract one (1) additional year until June 30, 2026. This second amendment to the superintendent employment contract amends Section 14, "EVALUATION," and shall add the new subsection (f), which shall read, "In recognition of the Superintendent's outstanding performance of Board goals during school year 2021-2022, the Board shall pay the Superintendent a one-time performance stipend of five thousand dollars (\$5,000.00) over and above his base salary, less all deductions required by law."

Background:

Additional Information:

A copy of the second amendment to the superintendent employment contract is attached.

ATTACHMENTS

- [Second Amend. to Supt. Employment Contract - 072722.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
SECOND AMENDMENT TO THE
EMPLOYMENT AGREEMENT FOR SUPERINTENDENT

July 27, 2022

The Board of Education hereby affirms and amends the contract of employment for Superintendent, Dr. Ryan Smith, maintaining all terms of the agreement as specified in the employment contract of May 2021, except as follows:

1. Section 14, "EVALUATION," shall be amended to add the new subsection (f), which shall read, "In recognition of the Superintendent's outstanding performance of Board goals during school year 2021-2022, the Board shall pay the Superintendent a one-time performance stipend of five thousand dollars (\$5,000.00) over and above his base salary, less all deductions required by law."

Except as modified herein, the May 2021 employment contract between the Superintendent and the District, and any subsequent amendments that predate this Second Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, we affix our signatures to this Agreement consisting of 2 typewritten pages as the full and complete first amendment to the employment contract of the parties.

Signed and dated this 27th day of July 2022.

BOARD OF EDUCATION OF THE MONROVIA UNIFIED SCHOOL DISTRICT

Selene Lockerbie, President

Rob Hammond, Member

Traci Gholar, Vice President

Maritza Travanti, Member

Jennifer Anderson, Board Clerk

Acceptance:

I hereby accept this amended offer of employment and agree to comply fully with each and every condition thereof, and to fulfill faithfully all of the duties of employment as Superintendent of the Monrovia Unified School District.

By: _____ Date
Dr. Ryan Smith
Superintendent
Monrovia Unified School District

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
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> <ul style="list-style-type: none"> 8/24/22 • Summer School Summary 9/14/22 • Single Plans Student Achievement all sites 10/12/22 • Textbook certify sufficiency/ public hearing 12/09/22 • Gold Ribbon Schools Eligible (Board Update) 1/18/23 • SARC Board approval 2/9/23 • Mid-Year Review – Multiple Measures Report 4/12/23: • CELC Program Report • Carl Perkins Application 4/26/23 • Village Program Report • Dual Immersion Program Report 5/26/23 • Homeless & Foster Youth Report (Board Update) 6/14/23: • Annual LCAP Public Review • Multiple Measures Report w/ LCAP data 6/23/23 • GATE Program Report (Board Update) 6/28/23: • Music/Art Community Theater Report 	
CGI Math Update	Provide a program update to the Board of Education	September 2022
Technology Projects	Staff technology standards & teaching plan – working with Educational Services.	December 2022
E-Rate	E-rate funding approval annually.	Jan/Feb/Mar
Safety, Emergency Prep, & Discipline	Update information: Safety, Emergency Preparedness Annually Oct /Nov/Dec.	Next report Fall 2022
Athletic Coach Certification & Training	Athletic coach certification and concussion training annually. Next training: August 2022	Annually in August

Issue/Question/Request	Status	Next steps
	Cyclical Reports (Continued)	
Budget/ Enrollment/Staffing	<p><u>2022-23 Budget Preparation Calendar:</u></p> <ul style="list-style-type: none"> • Aug. 10, 2022: 2022-23 Adopted Budget Revision • Sept. 14, 2022: Unaudited Actuals Annual Report – Revenue, Expenditures & Ending Fund Balances • Oct. 26, 2022: 2022-23 October Enrollment Report based on Census Day Enrollment • December 14, 2021: 2022-23 First Interim Budget Report • Jan. 18, 2023: 2021-22 Audit Report • Jan. 18, 2023: 2022-23 P-1 Student Attendance Report • Feb. 9, 2022: 2022-23 Budget based on Governor’s January Budget Proposals • Feb. 22, 2023: 2022-23 Enrollment & Staffing Report • Mar. 8, 2023: 2022-23 Second Interim Budget Rpt • April 26, 2023: 2022-23 P-2 Student Attendance Rpt • May 24, 2023: 2023-24 Governor’s May Budget Revision (Board Update) • June 14, 2023: 2023-24 Adopted Budget Public Hearing • June 28, 2023: 2023-24 Budget Adoption 	
Board Walks (Board site visits)	Elementary schools will be visited in the 2022-23 SY; MHS annually	Dates to be determined
Adult Ed Update	Update on status of Adult Education program. Next report Fall 2022	Annually in fall
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 	2022-23
MUSD Marketing	<ul style="list-style-type: none"> Receive guidelines on how to focus marketing efforts 	2022-23
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 Fall
Jt. Meeting with Monrovia City Council	<ul style="list-style-type: none"> To collaborate and discuss matters of importance to both the City of Monrovia and the District 	Dates to be determined
State of the Schools	<ul style="list-style-type: none"> Plans underway 	October 19, 2022
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 2022-23 SY
Safety Corridor Plans for MUSD schools	<ul style="list-style-type: none"> Plans to create a “safety corridor” in and around school sites are being discussed with 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